



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, March 28, 2023**

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 extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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.

Item No. 1 - Meeting Minutes

Consider approval of the February 28, 2023 Council meeting minutes.

Item No. 2 - Surplus Request

Consider declaring surplus from the Public Services, Parks & Recreation, and Police Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Resolution No. 2023-010R

Consider updating the Recreation Department fee schedule for Adult Softball, Pickleball Court rental and Memorial Benches.

Item No. 4 - Resolution No. 2023-013R

Consider approval of Fiscal Year 2023 Budget Amendment to the General Fund, Infrastructure Fund, Police Impact Fund, Water Fund, Stormwater Fund, and Sanitation Fund.

Item No. 5 - Memorandum of Understanding (MOU) Approval

Consider extending the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the Groveland Police Dept and Clermont Police Dept to Jan. 2024.

Item No. 6 - Public Services Vehicle Purchase Approval

Consider waiving the competitive bid process and purchasing two vehicles from a local dealership in the budgeted amount of \$73,259.

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| Item No. 7 - Purchase of Public Services Vehicles | Consider purchasing from the Florida State Contract with Step One Automotive Group to acquire seven (7) vehicles for the budgeted amount of \$181,936. |
| Item No. 8 - Bid Award | Consider bid award to Commercial Design Services, Inc. to furnish and install office furniture for the new Public Works Operations Facility in the budgeted amount of \$210,167.97. |
| Item No. 9 - Bid Award and Term Contract | Consider bid award to AGH Management, LLC to re-sod 2 fields in the budgeted amount of \$183,600 and term contract approval to provide sod removal and installation services. |
| Item No. 10 - Purchase Approval and Budget Amendment | Consider purchasing firefighter equipment from various companies in the total amount of \$2,819.66 and a budget amendment to the General Fund in the amount of \$2,819.66 |
| Item No. 11 - Bid Award and Budget Amendment | Consider bid award to Ten-8 Fire & Safety, LLC. and Dana Safety Supply, Inc. to purchase firefighter equipment in the total amount of \$100,789.86 with a General Fund budget amendment. |
| Item No. 12 - Single/Sole Source and Budget Amendment | Consider approval of single/sole source purchase from Purchase Point Equipment Supply, LLC. for firefighter equipment in the total amount of \$58,336 with a General Fund budget amendment. |
| Item No. 13 - Piggyback Purchase and Budget Amendment | Consider approval to piggyback the Lake County contract with Ten-8 Fire & Safety, LLC. to purchase fire equipment in the amount of \$84,614 with a General Fund budget amendment. |
| Item No. 14 - Piggyback City of Cocoa Contract | Consider contract with Danella Construction Corp of Florida, Inc. to provide fiber installation and maintenance services. |

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Item No. 15 - Piggyback City of Cocoa Contract

Consider contract with Morse Communications, Inc. to provide fiber installation and maintenance services.

UNFINISHED BUSINESS

Item No. 16 - Ordinance No. 2023-006 *Final LDC Amendment*

Consider an amendment to the Land Development Code Chapter 38, adding Section 38.5, Lakefront properties parking and storage for boats.

Item No. 17 - Ordinance No. 2023-007 *Final LDC Amendment*

Consider amending Chapter 122; Sec. 122-342 Special Setbacks to reduce the rear yard setback for roofed patios.

NEW BUSINESS

Item No. 18 - Resolution No. 2023-012R

Consider the resolution updating the fee schedule for Utility Billing User Fees for Water and Sewer.

Item No. 19 - Lien Forgiveness Request
775 E. Juniata Street

Reconsideration of the Council's action taken on October 11, 2022.

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.

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
REGULAR COUNCIL MEETING
February 28, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, February 28, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Pines and Purvis.

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

Absent: Council Member Entsuaeh

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Father Mark Wajada of Blessed Sacrament Catholic Church followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read a proclamation recognizing East Ridge High School Soccer Teams State Championship. Mayor Murry presented the proclamation to Coach John Quirk. The coach thanked the team, their parents and community for their support.

City Manager Bulthuis stated that East Ridge High School Girls Cheerleading won state last year. The city has ordered signs to go in front of the school designating the cheerleading and soccer teams as state champions.

OPENING COMMENTS

City Manager Bulthuis informed the Council of the following agenda changes:

Item No. 10- Variance Request, 987 W. Magnolia Street

City Manager Bulthuis informed the Council this is a request to table this item to April 25, 2023.

Council Member Pines moved to table the Variance request to April 25, 2023; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 11 – Resolution No. 2023-003R, Micro – Hospital CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MICRO-HOSPITAL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis informed the Council this is a request to table this item to April 11, 2023.

Council Member Pines moved to table Resolution No. 2023-003R to April 11, 2023; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

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Item No. 15 – Variance Request, 601 E. Desoto Street

City Manager Bulthuis informed the Council this is a request to table this item to April 11, 2023.

Council Member Gonzalez moved to table the Variance request to April 11, 2023; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

PUBLIC COMMENTS

Sharon Keys, 644 Osceola Street – recognized Black History Month.

Banks Helfrich, 9100 Sams Lake Road – spoke about sustainability and community living.

Katherine Falcon, 280 Edgewood Drive – spoke on residents coming to meetings to speak on issues in our community rather than collaborating to provide solutions.

Charlene Forth, 939 W. Desoto Street – spoke on transparency of Council.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- On March 8 at 6 pm there will be a community meeting regarding the project at 8th Street at the Clermont City Center.
- Citizens Academy is extending the deadline to sign up. The academy starts March 23 and meets for seven consecutive Thursdays from 6pm to 8pm.
- Clermont Fire Department will meet with the panel for the National Accreditation process tomorrow in Orlando.
- March 3 movies under the stars.
- March 4 Honor the Fallen 5K in downtown Clermont.
- March 11 – 13 Great Clermont Triathlon at Waterfront Park.
- Spring Games starts next week and continues for 2 weeks.
- Attended the Police vs Fire softball game.
- There was an incident last week on Lake Palatlahaha between a boat and a jet ski. The incident was outside of city limits. Clermont does have a marine unit that patrols the lakes to assist Lake County, the main focus of the unit is Lake Minneola as Lake County is the primary department to patrol the lakes.

Chief Broadway presented an overview of the Clermont Police Department Marine Unit. City Manager Bulthuis informed council that Code Enforcement is at the boat ramp every weekend.

- The Clermont Chamber of Commerce has partnered with Sommer Sports and has requested permission to host their Business after Hours event at Waterfront Pavilion on March 9 from 5:00 PM to 7:00 PM. They will need approval from Council because they will be serving alcohol. The Chamber will meet all requirements regarding having a Police Officer present and does have a license to serve alcohol.

City Manager Bulthuis requested approval from Council to allow the Chamber of Commerce to utilize Waterfront Pavilion and serve alcohol on March 9 from 5:00 PM to 7:00 PM.

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Council Member Purvis moved to approve; Seconded by Council Member Gonzalez.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Passed unanimously 4-0 with all members present voicing aye.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Pines – No report.

Council Member Gonzalez –

- Participated in a ride along with Police Officer Lopez.
- Attended the Camp Out event.

Council Member Purvis – The City hosted National Catamaran Races, 49 boats participated this year.

Mayor Murry –

- Will be walking in the Honor the Fallen 5K.
- Attended the Police vs Fire Softball game on Saturday. The event was to raise funds for park equipment for special needs children.
- Mayor's luncheon on March 7 at Clermont Café.
- Attended the Police Departments new officer's ceremony.
- Congratulated East Ridge High School Soccer Team.

CONSENT AGENDA

Mayor Murry 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 – Meeting Minutes

Consider approval of the minutes of the January 24, 2023 and February 14, 2023 Council Meetings.

Item No. 2 – Surplus Request

Consider declaring end-of-life inventory as surplus from Police, Information Technology, City Manager, Building Services and dispose of it in accordance with the Procurement Policy.

Item No. 3 – Bid Award

Consider approval of construction contract between the city of Clermont and Vogel Bros. Building Co, to provide wastewater treatment plant improvements on Hancock Road in the in the amount of \$48,730,000 that includes a contingency fund of \$4,430,000 or 10% for unforeseen circumstances that may occur during the construction process.

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| Item No. 4 – Purchase of Police Vehicles | Consider purchasing from the Florida Sheriff's Association with Garber Ford to acquire eight (8) police vehicles for the amount of \$358,077.40. |
| Item No. 5 – Piggyback Pinellas County Contract | Consider piggyback contract with Advanced Roofing Inc. to provide roofing installation and repair services. |
| Item No. 6 – Piggyback Contract and Budget Amendment | Consider piggyback contract with Traffic Control Devices, LLC to provide electrical services to install LPRs for \$30,000 with a corresponding budget amendment to the Police Impact Fund. |
| Item No. 7 – Piggyback Purchase of Playground Equipment | Consider the purchase of playground equipment for Hancock Park in the total budgeted amount of \$59,987.03 from the OMNIA Partners contract number 2017001134. |
| Item No. 8 – Resolution No. 2023-008R | Consider approval of Fiscal Year 2023 Budget Amendment to the General Fund, Sanitation Fund, and CRA Fund. |
| Item No. 9 – Event, Boat Ramp Closure, Trail Closure, Open Container Request
<i>Pig on the Pond</i> | Consider the event on October 13 - 15, 2023 to be held at Waterfront Park with an open container in approved area, fee waiver, and signage on City property, fireworks, staff assistance and trail and boat ramp closure. |

Council member Purvis moved to approve the consent agenda items 1 -9 as presented; Seconded by Council member Pines. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 10 - *This item was addressed earlier in the meeting and tabled to the April 25, 2023 meeting.*

Item No. 11 – *This item was addressed earlier in the meeting and tabled to the April 11, 2023 meeting.*

City of Clermont
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Item No. 12 – Ordinance No. 2023-001, Evaluation & Appraisal Review (EAR) Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. This public hearing is for the adoption of the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan that was transmitted to the Florida Department of Economic Opportunity (DEO) and other state agencies for review and comment. The review process allows a 60 day window for these agencies to provide objections, recommendations and comments in regards to the proposed changes. The City Council approved the transmittal on December 13, 2022. The review period has concluded with the City receiving acknowledgement from five state agencies. Three agencies provided acknowledgement of “no comment.” One agency provided acknowledgement of the proposed changes as “no adverse impacts.” The final agency provided no objections or comments to the proposed amendment.

Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years. The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies (GOPs) to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments to the GOPs, which are considered EAR-based amendments, and data reflecting changes in local conditions. The adoption of these EAR-based amendments will make the final changes to the following elements: Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with Lake County School Board. The remaining nine elements will be unchanged. Staff recommends adoption of the EAR based amendments and approval of Ordinance 2023-001.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Purvis moved to adopt Ordinance No. 2023-001; Seconded by Council Member Gonzalez. The motion passed by roll call vote 4-0.

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Item No. 13 - Ordinance No. 2023-008, A&M 4 Cans, LLC. Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

City Clerk Howe read the title aloud.

City Attorney Mantzaris stated that this item is for a standard franchise agreement for a solid waste refuse container collection. The city requires a franchise agreement from private companies due to them using the city roads for business purposes. The agreement is adopted by ordinance and the companies do pay a portion of their revenue to the city.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Purvis moved to adopt Ordinance No. 2023-008; Seconded by Council Member Gonzalez. The motion passed by roll call vote 4-0.

Item No. 14 – Ordinance No. 2023-013, Recodification Final

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Attorney Mantzaris explained that a recodification of the city code is done periodically. Mr. Mantzaris worked with the City Clerk's office and retained Civic Plus for assistance in the process. The scope of the agreement with Civic Plus is that their legal team reviewed the code and looked for parts of the code deemed obsolete or changes in operations to essentially nomenclature. The team looked for errors and cleaned up the code, there were no substantial changes made to the code. There is a summary that was provided of the changes that were made to the code.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – Asked questions regarding the recodification and changes to the code. City Attorney Mantzaris responded to the questions.

Mayor Murry closed the public hearing.

Council Member Purvis moved to adopt Ordinance No. 2023-013; Seconded by Council Member Pines. The motion passed by roll call vote 4-0.

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NEW BUSINESS

Item No. 15 – *This item was addressed earlier in the meeting and tabled to the April 11, 2023 meeting.*

Item No. 16 – Resolution No. 2023-005R, Wesley Christian Academy CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT (CUP) AMENDMENT (RESOLUTION 1476) TO ALLOW FOR A PRIVATE SCHOOL TO BE LOCATED IN THE CBD CENTRAL BUSINESS DISTRICT AND A BUILDING GREATER THAN 3,000 SQUARE FEET; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. The applicant is requesting a conditional use permit (CUP) amendment to allow the construction of a two-story educational building for private school use at an existing church campus, First United Methodist Church (FUMC). The property is located in the Central Business District (CBD), in which requires a CUP for buildings over 3,000 square feet and for private school use. The property is bounded by SR 50 and Desoto Street; and 7th street and 8th street. The property is approximately 10 acres. The site is currently under Resolution 1476, which allows the property to be used as a church campus, including a 35,000 square foot social hall, a 28,000 square foot sanctuary, a 6,000 square foot administration building, classrooms, and existing uses and buildings utilized by the church.

The applicant desires to add a 25,000 square foot educational building in the northeast corner of the site along with a 2,200 square foot pavilion within the lower parking lot area adjacent to the new building. The applicant has provided a concept plan, as prepared by Germana Engineering, showing the building and pavilion addition.

The building will be used to expand their existing educational services and students enrolled at Wesley Christian Academy. The additional building will increase school enrollment by 184 students and expand the school to include 8th grade classes. The applicant has performed a queue analysis that focused on the pick-up and drop-off periods for the Kindergarten through grade 8 (K-8) students. The school's queue management system currently operates within its capacity and is projected to operate within its capacity for all age groups/time periods at the expansion buildout year in 2024. The total number of students in K-8 will be 350 students and 110 children in the VPK/3-year-old program.

Staff has reviewed the CUP application in accordance to Sec. 86-144 of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for the Downtown Mixed Use future land use. The church campus and proposed private school expansion is compatible with the surrounding development. The queue management plan appears to accommodate the additional vehicles on-site with this expansion. Staff recommends approval of Resolution No. 2023-005R.

Stephen Elmore, Business Administrator at First United Methodist Church, stated that the school has grown over the years. Mr. Elmore reviewed the timeline of the school from when it first opened until present day and how the needs and demands have grown. They are projecting 150 children to be on the waitlist for the school in the next school year.

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Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – expressed concern over loud speakers and traffic.

Mayor Murry closed the public hearing.

The City Council expressed their excitement over the church expanding. There was a question of the roof being visible, due to the topography, the roof is not visible.

Mayor Murry inquired about building closer to S. R. 50. Mr. Elmore stated that when speaking with staff, it was decided that having a school building close to the main road becomes a safety issue. There was also discussion about busses in the future and Mr. Elmore said there are no plans to add buses.

Council Member Pines moved to approve Resolution No. 2023-005R; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 17 –Ordinance No. 2023-009, Land Development Code Amendment- Murals *Introduction*

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; AMENDING SECTION 102-26 “OTHER SIGNS”; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Purvis moved to introduce Ordinance No. 2023-009; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

City Manager Bulthuis provided Council with an email he received last week from the Kings Ridge Community Association. The email is asking for input from the City Council regarding the expansion of Hartwood Marsh Road and the options the County presented for noise abatement for Kings Ridge residents that would be affected by the expansion. The options are a retaining wall or landscaping. City Attorney Mantzaris explained they are not asking for approval, only support.

Council Member Purvis gave his opinion as a resident of Kings Ridge. Deputy City Manager Davidoff stated that Lake County is not waiting on a response from the City, they have informed us for informational purposes only.

City Manager Bulthuis will ask Commissioner Sean Parks to address this at the next Council meeting he attends and Mr. Davidoff will reach out to county staff in the morning.

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ADJOURN: With no further comments, this meeting adjourned at 8:10pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																								
Tuesday, March 28, 2023																								
Agenda Item Name																								
Surplus Request																								
Requested Action																								
Recommend approval and declare end of life inventory as surplus from the Public Services Department, the Parks and Recreation Department, and the Police Department and dispose of in accordance with the Purchasing Policy.																								
Staff Report																								
The Procurement Services Department, on behalf of the Public Services Department, Parks and Recreation Department, and the Police Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Public Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>HP Laserjet Desktop Printer</td> </tr> <tr> <td>(3)</td> <td>Lightning Protection Devices</td> </tr> </table> <u>Parks and Recreation Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(2)</td> <td>Broken Apple Ipads</td> </tr> <tr> <td>(1)</td> <td>Broken Genie One-Man Lift</td> </tr> <tr> <td>(1)</td> <td>Broken Champion Commercial Flat Top Grill</td> </tr> </table> <u>Police Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Magic Card Reader Printer</td> </tr> <tr> <td>(1)</td> <td>Broken Spirit Treadmill</td> </tr> <tr> <td>(1)</td> <td>Boken Samsung Color Display Unit</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(1)	HP Laserjet Desktop Printer	(3)	Lightning Protection Devices	Qty.	Property Description	(2)	Broken Apple Ipads	(1)	Broken Genie One-Man Lift	(1)	Broken Champion Commercial Flat Top Grill	Qty.	Property Description	(1)	Magic Card Reader Printer	(1)	Broken Spirit Treadmill	(1)	Boken Samsung Color Display Unit
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(1)	Broken Spirit Treadmill																							
(1)	Boken Samsung Color Display Unit																							
Additional Analysis																								
Fiscal Impact Summary																								
Surplus property is anticipated to be sold for approximately \$500.00																								
Fiscal Impact	Fund Number and Description	Available Budget Amount																						
Exhibits Attached (copies of original agreements)																								
1.	Public Services Disposal Forms	Public Services Disposal Forms.pdf																						
2.	Police Disposal forms	Police Disposal forms.pdf																						
3.	Parks and Recreation Disposal Forms	Parks and Recreation Disposal Forms.pdf																						



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: none
Contact Person: Todd Lewis Phone: _____
Year / Make / Model: 2003 Thor Guard Protection de Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property (3) Lightning protection devices (non-working)

☐ 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: 3/8/23

*****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: 6266

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10835
Contact Person: Lt. Jason Sayre Phone: _____
Year / Make / Model: Spirit Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Spirit Treadmill

☐ 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 machine is broken and we have received a warranty replacement.

Director Signature: _____

Date: 2.23.23

*****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: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: n/a
Contact Person: Lt. Jason Sayre Phone: 352-394-8413
Year / Make / Model: Manuf: 03/2016 Model: DM55E Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: 0445HCDH301587X
Description of Property Samsung Color Display Unit

☐ 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.

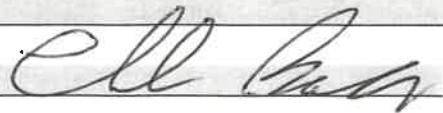
☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **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: 2-23-23

*****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: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10758
Contact Person: Lt. Jason Sayre Phone: 352 536 8413
Year / Make / Model: Magic Card Reader/Printer Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Magic Card proxy card printer

☐ 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:** Machine is no longer able to install printer driver per IT

Director Signature: [Signature] Date: 2-23-23

*****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: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: GENIE AWP-30S Vehicle No. _____
Miles / Hours: _____ Serial / VIN: AWP05-33128
Description of Property Genie one-man lift

☐ 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:** Lift no longer needed. Not operational. Control box requires repair.

Director Signature: [Signature]

Date: 12/22/17

*****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: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: Champion Cook Series Vehicle No. _____
Miles / Hours: _____ Serial / VIN: N/A
Description of Property Commercial flat top grill

☐ 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: 3/10/23

*****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: _____

Revised 4/12/2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Resolution No. 2023-010R		
Requested Action		
Recommend approval of resolution updating the comprehensive fee schedule for Parks and Recreation		
Staff Report		
The Parks and Recreation Department provides an Adult Softball League and a One-Pitch Adult Softball League to the community. Currently, the fee for those programs is \$395 per team for a 10 game season. Staff recommends adjusting the fees to \$450 per team for a 10 game season and \$425 per team for the One-Pitch 10 game softball season. The recommended fee increase is due to increases in umpire and supply costs paid by the city. The Parks and Recreation Department would also like to provide the opportunity to the community to purchase a Memorial Bench. Staff recommends a fee of \$1,200 to purchase and install a memorial bench. The \$1,200 is sufficient to cover City expenses with a contingency. The Parks and Recreation Department would like to offer Pickleball Court rental opportunities at the same \$15 per hour rate as tennis and basketball courts.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-010R -Parks and Rec Community Fees	2023-010R -Parks and Rec Community Fees.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-010R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO FEES CHARGED BY THE CITY; AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR PARKS AND RECREATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its Home Rule authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for Parks and Recreation; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Chapter 54, Section(s) 100-145, and is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1.

The City Council does hereby amend Section 4 – Parks and Recreation Fees of the Comprehensive Fee Schedule, with strikethroughs indicating the removal of language and underlines indicating the addition of language as follows:

	<u>City Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Court / Cage Rental Rates</u>		
8.Tennis/ <u>Pickle Ball</u> Court per Court Hourly Rental	\$15.00	\$15.00
<u>City Sports Programs</u>		
12.City Adult Softball League (10 game season)	\$395.00 \$450.00	\$395.00 \$450.00
13. <u>One-Pitch</u> City Adult Softball League (8 10 game season)	\$350.00 \$425.00	\$350.00 \$425.00
<u>Memorial Bench</u>		
157. <u>Memorial Bench Purchase and Installation</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>

SECTION 2. CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2023-010R

SECTION 3: 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 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-010R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 28th day of March, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Resolution No. 2023-013R		
Requested Action		
Request approval of Resolution No. 2023-013R to amend the Fiscal Year 2023 budget.		
Staff Report		
Resolution No. 2023-013R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget for Council Actions since October 2022 along with the carry forward of unexpended funds from various projects in FY 2022 that were approved, but not completed in FY22. This resolution amends the budget for the General Fund, Infrastructure Fund, Police Impact Fund, Water Fund, Stormwater Fund, and Sanitation Fund. Amendments will result in an overall decrease to the fund balance for the General Fund to the amount of \$35,709 and an overall decrease to the fund balance of the Police Impact Fund of \$30,000.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$65,709.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BA#3 Amendment 3 updated 3-19-2023	BA#3 Amendment 3 updated 3-19-2023.pdf	



CITY OF CLERMONT
RESOLUTION NO 2023-013R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2022-2023**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2022 to September 30, 2023:

GENERAL FUND

General Fund Revenue Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$10,321,238	\$157,089	\$10,478,327
Fire			
Fed 22 Asst To Ff Grant 22017	\$32,400	(\$23,309)	\$9,091
State Grants-Fire USR 22020	\$0	\$12,000	\$12,000
Parks & Rec			
State Grant-Divarts/Cult 79004	\$0	\$150,000	\$150,000
General Fund Revenues	\$32,400	\$138,691	\$171,091

General Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
City Clerk			
Other Current Charges	\$2,200	\$815	\$3,015
Finance			
Audit Fee	\$48,000	\$36,000	\$84,000
Planning & Development			
Pro Svces-Comp Plan	\$75,000	\$42,868	\$117,868
Police			
Cap Out-Veh Self Ins Claim 60545	\$0	\$17,299	\$17,299
Fire			
Operat Suppl - Asst To Ff Grant 22017	\$0	\$87	\$87
Minor Equip - Asst To Ff Grant 22017	\$0	\$1,913	\$1,913
Cap Out - Asst To Ff Grant 22017	\$0	\$8,000	\$8,000
Minor Equip USR Grant 22020	\$0	\$1,015	\$1,015
Cap Out-Equip USR Grant 22020	\$0	\$10,985	\$10,985
Capital Equipment	\$71,480	\$1,107	\$72,587



CITY OF CLERMONT
RESOLUTION NO 2023-013R

General Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Facilities			
Cont Svc-Mowing Pol HQ 21101	\$7,200	\$2,400	\$9,600
Procurement			
Cap Out-Software	\$0	\$9,000	\$9,000
Parks & Rec			
Cap Out-Vehicles	\$90,000	\$25,000	\$115,000
Events			
Cap Out-Vehicles	\$60,000	\$25,000	\$85,000
CPAC			
Perf Fees - Fl Div Arts & Cul 79004	\$0	\$150,000	\$150,000
General Fund Expenses	\$353,880	\$331,489	\$685,369
 Ending Reserves	 \$10,291,799	 (\$35,709)	 \$10,256,090

GENERAL FUND BALANCE – Net Decrease of \$35,709

INFRASTRUCTURE FUND

Infrastructure Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$1,543,507	\$24,253	\$1,567,760
 Fire Inspection			
Cap Out-Vehicles	\$0	\$24,253	\$24,253
Infrastructure Fund Expenses	\$0	\$24,253	\$24,253
 Ending Reserves	 \$779,777	 \$0	 \$779,777

INFRASTRUCTURE FUND BALANCE – No Change



**CITY OF CLERMONT
RESOLUTION NO 2023-013R**

POLICE IMPACT FUND

Police Impact Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,073,871	\$6,500	\$1,080,371
Capital Equipment	\$1,498	\$30,000	\$31,498
Capital Equipment	\$31,498	\$6,500	\$37,998
Police Impact Fund Expense	\$32,996	\$36,500	\$69,496
Ending Reserves	\$1,052,180	(\$30,000)	\$1,022,180

POLICE IMPACT FUND BALANCE – Net Decrease of \$30,000

WATER FUND

Water Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$12,094,876	\$65,095	\$12,159,971
Cap-Wells/Houses Pumps 33201	\$0	\$65,095	\$65,095
Water Fund Expenses	\$0	\$65,095	\$65,095
Ending Reserves	\$6,209,339	\$0	\$6,209,339

WATER FUND BALANCE – No Change

STORMWATER FUND

Stormwater Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$205,407	\$7,000	\$212,407
Contract Svcs-Mowing	\$7,500	\$7,000	\$14,500
Stormwater Fund Expenses	\$7,500	\$7,000	\$14,500
Ending Reserves	\$2,663	\$0	\$2,663

STORMWATER FUND BALANCE – No Change



CITY OF CLERMONT
RESOLUTION NO 2023-013R

SANITATION FUND

Sanitation Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$5,215,597	\$7,155	\$5,222,752
Pro Svcs-General	\$10,000	\$7,155	\$17,155
Sanitation Fund Expenses	\$10,000	\$7,155	\$17,155
Ending Reserves	\$3,778,031	\$0	\$3,778,031

SANITATION FUND BALANCE – No Change

Change to Fund Balance – All Funds – Net Decrease of \$65,709



CITY OF CLERMONT
RESOLUTION NO 2023-013R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2022-2023 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of March, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Memorandum of Understanding (MOU) Approval		
Requested Action		
Recommend approval.		
Staff Report		
Approval is needed for the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the Groveland Police Department and Clermont Police Department. This agreement permits cooperation and assistance of routine law enforcement across jurisdictional lines. It also allows for rendering assistance in a law enforcement emergency. This extends the agreement to January 2024.		
Additional Analysis		
none		
Fiscal Impact Summary		
none		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Groveland Clermont MOU 2024 (1)	Groveland Clermont MOU 2024 (1).docx	

Voluntary Cooperation and Operational Assistance

Mutual Aid Agreement

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each other to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of citizens.
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida State Statute; and
- (3) Other violations of Florida Law when a law enforcement officer is outside of his or her city limits.

WHEREAS, the Groveland Police Department and the Clermont Police Department have authority under Section 23.12, Florida State Statute, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and/or assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

WHEREAS, the Groveland Police Department and the Clermont Police Department intend to supplement, not replace or eliminate, the mutual aid agreement entered into in March of 2017 between the Groveland Police Department, Clermont Police Department and other law enforcement agencies within Lake County.

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of the Florida State Statutes, too include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substance violations, DUI checkpoints, DUI and traffic violations, and with back-up services during patrol activities, school resource officers on official duty within 1000 feet of a school, and inter-agency task forces and/or joint investigations, and enforcing traffic laws and conducting accident investigations (pursuant to Florida Attorney General Advisory Legal Opinions 2002-46).

SECTION II: PRVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and /or render law enforcement assistance to the other in dealing with any violation of Florida State Statute, to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest, demonstrations, aircraft disasters, fire, hurricanes tornadoes, or other weather related crises, sporting events, community events, concerts parades, escapes from detention facilities, incidents requiring utilization of specialized unites.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized representative whose assistance is sought shall evaluate the situation and their agency's available resources, consult with this/her supervisor if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as a particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work or transporting a prisoner and a violation of Florida Sate Statutes occurs in the presence of said party, he/she shall be empowered to render enforcement and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction as soon as possible. Upon receiving notice, the agency having normal jurisdiction may elect to send law enforcement officers to the scene and said party shall then turn the situation over to them and offer any assistance requested, including, not limited to, a follow-up written report document the events and the actions taken.

If one of the parties of this agreement establishes probable cause to arrest and individual for a crime which occurred within their own jurisdiction and learns that the individual has fled to the jurisdiction of another agency within this agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has entered into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. "Reasonableness of time" will not exceed 24-hours after the offense is reported to the agency.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate control of a supervising officer designated by the assisting agency head. Supervising officers designated by the assisting agency head shall be under the direct supervision and command of the assisting agency head or his/her designee.

CONFLICTS: Whenever an officer or another appointee, in rendering assistance pursuant to this agreement, the officer or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule regulation, contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rules, regulation, personnel policy, general order or procedures shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- (1) The identity of the complainant.
- (2) An address where the complaining party can be contacted.
- (3) The specific allegation
- (4) The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and /or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 786.28, Florida State Statute, where applicable.

- A. Employees of the Groveland Police Department and the Clermont Police Department, when actually engaging in mutual cooperation and assistance outside of its jurisdictional limits but inside the state, under the terms of this agreement, shall pursuant to the provisions of Section 23.127(1) Florida State Statute, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary personnel equipment, resources, and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the costs of loss or damage to the equipment and must pay any expenses incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensations due to personal injuries or death while such employees are rendering aid pursuant to this agreement. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.

- E. The privileges and immunities for liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extra-territorial under the provisions of the mutual aid agreement. The provisions of the section shall apply with equal effect, paid, volunteer and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended or is to be considered as any transfer or contracting away of the power of functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more means specified in Section 768.28(6)(a), Florida State Statute in any amount which is, in the judgement of the governing body of that party, at least adequate to cover the risk to which that party may be exposed, should the insurance coverage, however provided, of any party be cancelled or undergoes material change that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

SECTION VIII: FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case is requested operation assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon and approval by the hereinafter-named officials and shall continue in full force and effect until January 31, 2024. Under no circumstances may this agreement be renewed, amended, or extended except in writing and signed by all parties hereto.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

SECTION XI: CONFLICTS

To the extent any part of this agreement conflicts with the interlocal agreement entered into by the **Clermont Police Department** and the **Groveland Police Department** in March of 2017, the interlocal agreement shall control.

Charles Broadway
Chief of Police
Clermont Police Department

Date

Shawn Ramsey
Chief of Police
Groveland Police Department

Date

Tim Murry
Mayor
City of Clermont

Date

Evelyn Wilson
Mayor
City of Groveland

Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Public Services Vehicle Purchase Approval		
Requested Action		
Requesting approval to waive the competitive bid process and purchase two vehicles from a local dealership.		
Staff Report		
The Procurement Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued RFB number 23-012 to purchase vehicles for the Public Services Department. The RFB was issued on December 1, 2022, and ended on January 12, 2023, with an emphasis on reaching out to the local car dealerships. However, the RFB received no response. The lack of competition was due to a shortage of vehicles and high demand in the current market. Due to the shortage of vehicles in our region, the Procurement Services Department is recommending approval to waive the competitive bid process and purchase two cargo vans from a local car dealership, Napleton Clermont. The total cost to purchase two 2022 cargo vans for the Public Works Department is \$73,259. The two new cargo vans will be used by facility staff in the water and sewer divisions. Currently, some facility staff share a vehicle. With the increased work load, providing one vehicle per staff member helps complete more work orders daily.		
Additional Analysis		
Fiscal Impact Summary		
The vehicle purchase is included in the current year's approved budget. Department Account Code - Budgeted Amounts: 41533-66400 \$39,500 42535-66400 \$39,500		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$73,259	41533-64000 and 42535-66400 cap out-vehicles.	\$79,000
Exhibits Attached (copies of original agreements)		
1. City of Clermont PMC 163	City of Clermont PMC 163.pdf	
2. City of Clermont PMC 266	City of Clermont PMC 266.pdf	

Napleton Clermont Chrysler Jeep
Dodge Ram
15859 State Road 50
Clermont, FL 34711

Date: 3/8/2023
Salesperson: Juan Bonet
Manager: _____
Customer

GUEST INFORMATION

Name: City Of Clermont (Joe McMahon)

Address: 685 West Montrose Street City: Clermont State: FL Zip: 34711

Home #: 352-394-7177 Work #: Cell #:

E-Mail: jmcMahon@clermontfl.org Work:

VEHICLE DESCRIPTION

Make: RAM Model: ProMaster City Year: Color:

Mileage: 0 Stock #: VIN: ZFBHRFAB7N6W70163

CASH OPTION

MSRP	34,845.00
Discount	0.00
Selling Price	34,845.00
Rebate	0.00
.	0.00
Trade Allowance	0.00
Adjusted Price	34,845.00
Total Taxes	0.00
Dealer Services Fee	899.00
Lic/Tag Fees	450.00
MVWEA Fee	2.00
Tire Tax	5.00
Battery Fee	1.50
Tag Tec Fee	129.00
Priv-Tag-Agency	99.00
Documentation Fee	199.00
Trade Payoff	0.00
Final Selling Price	36,629.50

Guest Approval



Management Approval



2022 MODEL YEAR PROMASTER CITY CARGO VAN

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$33,075

RAM PROMASTER CITY WAGON

Exterior Color: Bright White Exterior Paint

Interior Color: Black Interior Color

Interior: Premium Cloth Bucket Seats

Engine: 2.4L I4 MultiAir Engine

Transmission: 9-Spd 948TE FWD Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Driver Inflatable Knee-Bolster Air Bag
ParkView® Rear Back-Up Camera
ParkSense® Rear Park-Assist System
Remote Keyless-Entry
Speed Control
Electronic Stability Control
4-Wheel Anti-Lock Brakes
Brake-Assist
Hill-Start Assist
All-Speed Traction Control
Electronic Roll Mitigation
Trailer Sway Damping
Power Rack-and-Pinion Steering
Tire Pressure Monitoring Warning Lamp
16-Gallon Fuel Tank
160-Amp Alternator
700-Amp Maintenance Free Battery
Puncture Sealant and Portable Air Compressor
Brake Lock Differential
Front and Rear Stabilizer Bars
Suspension with Heavy-Duty Stabilization
Speed-Sensitive Power-Locks
Non-Locking Fuel-Filler Cap
INTERIOR FEATURES
Uconnect® 3 with 5-Inch Touch Screen Display
Integrated Voice Command
5-Passenger Seating
Rear 60 / 40 Fold and Tumble Seat
Air Conditioning
4 Speakers
Tilt / Telescope Steering-Column
Instrument Panel 12-Volt Power Outlet
12-Volt Auxiliary Rear Power Outlet
Power Front Windows with 1-Touch Up / Down
Rear-View Day / Night Mirror
Traveler / Mini Trip Computer
Outside Temp Display
Premium Cloth Bucket Seats
Driver Lumbar / Height Adjustable Seat w/Armrest

Locking Glove Box

EXTERIOR FEATURES

16-Inch x 6.5-Inch Silver Steel Wheels

215/55R16XL BSW All-Season Tires

Body-Color Fascias

Daytime Running Headlamps

180-Degree Opening Rear Window Doors

Manual Remote Mirrors

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

24C - Tradesman Cargo Van

-\$495

Driver Window Insert Panel

Passenger Window Insert Panel

Cargo Van Group

Supplemental Side Curtain Front Air Bags

Delete 2nd Row Side Curtain Airbags

Cargo Tie-Down Loops

Delete Rear Seating

Window Group - Left & Right Panels / Rear Panels

Window Insert Panel in Rear Cargo Door

Upfit Interface Connector

\$145

Full-Size Spare Tire

\$305

ParkSense® Rear Park Assist Unavailable

-\$80

Destination Charge

\$1,895

TOTAL PRICE: * \$34,845

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: BALTIMORE, MARYLAND, U.S.A.

S.L.

SHIP TO:

SOLD TO:

VIN: ZFB-HRFAB7N6-W70163

L4-VON: 8533

0120-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.



24 MPG
combined city/hwy
21 city
28 highway

Special purpose range from 15 to 26 MPG.
The best vehicle rates 142 MPGe.

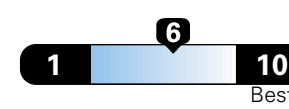
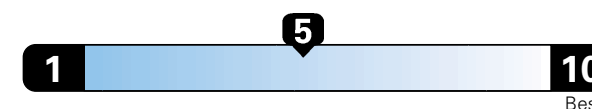
4.2 gallons per 100 miles

You spend
\$750
in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
\$1,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 374 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuel economy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles

Smartphone
QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 34%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

TURKEY : 44% ITALY : 18%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:

BURSA, TURKEY

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

Napleton Clermont Chrysler Jeep
Dodge Ram
15859 State Road 50
Clermont, FL 34711

Date: 3/8/2023
Salesperson: Juan Bonet
Manager: _____
Customer

GUEST INFORMATION

Name: City Of Clermont (Joe McMahon)

Address: 685 West Montrose Street City: Clermont State: FL Zip: 34711

Home #: 352-394-7177 Work #: Cell #:

E-Mail: jmcMahon@clermontfl.org Work:

VEHICLE DESCRIPTION

Make: RAM Model: ProMaster City Year: Color:

Mileage: 0 Stock #: VIN: ZFBHRFAB5N6Y01266

CASH OPTION

MSRP	34,845.00
Discount	0.00
Selling Price	34,845.00
Rebate	0.00
.	0.00
Trade Allowance	0.00
Adjusted Price	34,845.00
Total Taxes	0.00
Dealer Services Fee	899.00
Lic/Tag Fees	450.00
MVWEA Fee	2.00
Tire Tax	5.00
Battery Fee	1.50
Tag Tec Fee	129.00
Priv-Tag-Agency	99.00
Documentation Fee	199.00
Trade Payoff	0.00
Final Selling Price	36,629.50

Guest Approval

Management Approval



2022 MODEL YEAR PROMASTER CITY CARGO VAN

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MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$33,075

RAM PROMASTER CITY WAGON

Exterior Color: Bright White Exterior Paint

Interior Color: Black Interior Color

Interior: Premium Cloth Bucket Seats

Engine: 2.4L I4 MultiAir Engine

Transmission: 9-Spd 948TE FWD Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Driver Inflatable Knee-Bolster Air Bag
ParkView® Rear Back-Up Camera
ParkSense® Rear Park-Assist System
Remote Keyless-Entry
Speed Control
Electronic Stability Control
4-Wheel Anti-Lock Brakes
Brake-Assist
Hill-Start Assist
All-Speed Traction Control
Electronic Roll Mitigation
Trailer Sway Damping
Power Rack-and-Pinion Steering
Tire Pressure Monitoring Warning Lamp
16-Gallon Fuel Tank
160-Amp Alternator
700-Amp Maintenance Free Battery
Puncture Sealant and Portable Air Compressor
Brake Lock Differential
Front and Rear Stabilizer Bars
Suspension with Heavy-Duty Stabilization
Speed-Sensitive Power-Locks
Non-Locking Fuel-Filler Cap
INTERIOR FEATURES
Uconnect® 3 with 5-Inch Touch Screen Display
Integrated Voice Command
5-Passenger Seating
Rear 60 / 40 Fold and Tumble Seat
Air Conditioning
4 Speakers
Tilt / Telescope Steering-Column
Instrument Panel 12-Volt Power Outlet
12-Volt Auxiliary Rear Power Outlet
Power Front Windows with 1-Touch Up / Down
Rear-View Day / Night Mirror
Traveler / Mini Trip Computer
Outside Temp Display
Premium Cloth Bucket Seats
Driver Lumbar / Height Adjustable Seat w/Armrest

Locking Glove Box

EXTERIOR FEATURES

16-Inch x 6.5-Inch Silver Steel Wheels

215/55R16XL BSW All-Season Tires

Body-Color Fascias

Daytime Running Headlamps

180-Degree Opening Rear Window Doors

Manual Remote Mirrors

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

24C - Tradesman Cargo Van

-\$495

Driver Window Insert Panel

Passenger Window Insert Panel

Cargo Van Group

Supplemental Side Curtain Front Air Bags

Delete 2nd Row Side Curtain Airbags

Cargo Tie-Down Loops

Delete Rear Seating

Window Group - Left & Right Panels / Rear Panels

Window Insert Panel in Rear Cargo Door

Upfit Interface Connector

\$145

Full-Size Spare Tire

\$305

ParkSense® Rear Park Assist Unavailable

-\$80

Destination Charge

\$1,895

TOTAL PRICE: * \$34,845

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: BALTIMORE, MARYLAND, U.S.A.

S.L.

SHIP TO:

SOLD TO:

VIN: ZFB-HRFAB5N6-Y01266

L4-VON: 4196

0228-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle



Fuel Economy

These estimates reflect new EPA methods beginning with 2017 models.

24 MPG
combined city/hwy
21 city
28 highway

Special purpose range from 15 to 26 MPG .
The best vehicle rates 142 MPGe.

4.2 gallons per 100 miles

You spend

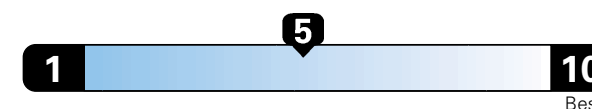
\$750

in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost

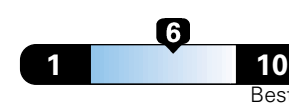
\$1,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 374 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone
QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 34%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

TURKEY : 44% ITALY : 18%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:

BURSA, TURKEY

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date																													
Tuesday, March 28, 2023																													
Agenda Item Name																													
Purchase of Public Services Vehicles																													
Requested Action																													
Requesting approval to purchase from the Florida State contract number 25100000-21-STC Motor Vehicles with Step One Automotive Group to acquire seven (7) vehicles for the budgeted amount of \$184,963.00																													
Staff Report																													
The Procurement Services Department and the Public Services Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number RFI 23-056 to notify local vendors of the City's intent to utilize other governmental entities' contracts. 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 the Council approves the piggyback purchase of the seven (7) vehicles from the Florida State contract number 25100000-21-STC, Motor Vehicles. The proposed vehicles are in the current budget. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. 41533-66400 1-Ford Escape – Replacement: 2007 Jeep Liberty 56K , 2-Ford F250 Replacement: 2004 GMC 120K/2011 Ford Ranger 75K, 1-Ford F150 – New: For added position (meter reader) 42535-66400 1-Ford F150 – New: For added position (meter reader), 1-Ford F150 – New: For reclassified position (inspector II) 49534-66400 1-Ford F150-Replacement 2007 F150 116k																													
Additional Analysis																													
Fiscal Impact Summary																													
The Fiscal Impact of \$184,963.00 for seven vehicles is within the approved FY 2023 budget. Department Account Code: 41533-66400, 42535-66400, 49534-66400 <table> <tr> <td colspan="3">41533-66400</td> </tr> <tr> <td>1- Ford Escape</td> <td></td> <td>\$24,509</td> </tr> <tr> <td>2- Ford F250</td> <td></td> <td>\$50,780</td> </tr> <tr> <td>1- Ford F150 V6</td> <td></td> <td>\$26,421</td> </tr> <tr> <td colspan="3">42535-66400</td> </tr> <tr> <td>1- Ford F150 V6</td> <td></td> <td>\$26,421</td> </tr> <tr> <td>1- Ford F150 V8</td> <td></td> <td>\$28,416</td> </tr> <tr> <td colspan="3">49534-66400</td> </tr> <tr> <td>1- Ford F150 V8</td> <td></td> <td>\$28,416</td> </tr> </table>			41533-66400			1- Ford Escape		\$24,509	2- Ford F250		\$50,780	1- Ford F150 V6		\$26,421	42535-66400			1- Ford F150 V6		\$26,421	1- Ford F150 V8		\$28,416	49534-66400			1- Ford F150 V8		\$28,416
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49534-66400																													
1- Ford F150 V8		\$28,416																											
Fiscal Impact	Fund Number and Description	Available Budget Amount																											

\$184,963	41533-66400, 42535-66400, and 49534-66400 cap out-vehicles	\$245,000
Exhibits Attached (copies of original agreements)		
1.	CLERMONT ESCAPE	CLERMONT ESCAPE.docx
2.	CLERMONT F1C V6	CLERMONT F1C V6.docx
3.	CLERMONT F1C V8	CLERMONT F1C V8.docx
4.	CLERMONT F250	CLERMONT F250.docx
5.	RFI 23-056	RFI 23-056.pdf

FORD CRESTVIEW**FT WALTON BCH CDJR****PROPOSAL**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-2-23	
2022 FORD ESCAPE SE FWD U0G	24,399.00
1.5 4 CYL ENGINE WITH 8 SPEED AUTO TRANS	
A/C, AMFM RADIO, CLOTH BUCKET SEATS	
TEMP SPARE TIRE	110.00
UNIT TOTAL	24,509.00
IN STOCK	
SUBJECT TO PRIOR SALE	
DELIVERY 2-3 WEEKS	
22 FL STATE CONTRACT PRICING 25-00000-21-STC	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales

FORD CRESTVIEW**FT WALTON BCH CDJR**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-2-23	
2022 FORD F150 REG CAB PICK UP W/8 FT BED 141" WB	22,991.00
3.3 V-6 ENGINE WITH 10 SPEED AUTO TRANS	
A/C, AMFM RADIO, 40/20/40 VINYL SEATS	
101A EQUIPMENT PKG	2080.00
INCLUDES	
POWER WINDOWS AND LOCKS	
CRUISE CONTROL	
REVERSE SENSORS	
TRAILER TOW PKG	1350.00
TRAILER BRAKE CONTROLLER	
UNIT TOTAL	26,421.00
X2	52,842.00
IN STOCK	
SUBJECT TO PRIOR SALE	
DELIVERY 2-3 WEEKS	
22 FL STATE CONTRACT PRICING 25-00000-21-STC	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

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Respectfully submitted,
 Eric Jore
 Government Sales

FORD CRESTVIEW**FT WALTON BCH CDJR****PROPOSAL**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-2-23	
2022 FORD F150 REG CAB PICK UP W/8 FT BED 141" WB	22,991.00
5.0 V-8 ENGINE WITH 10 SPEED AUTO TRANS	1995.00
A/C, AMFM RADIO, 40/20/40 VINYL SEATS	
101A EQUIPMENT PKG	2080.00
INCLUDES	
POWER WINDOWS AND LOCKS	
CRUISE CONTROL	
REVERSE SENSORS	
TRAILER TOW PKG	1350.00
TRAILER BRAKE CONTROLLER	
UNIT TOTAL	28,416.00
X2	53,832.00
IN STOCK	
SUBJECT TO PRIOR SALE	
DELIVERY 2-3 WEEKS	
22 FL STATE CONTRACT PRICING 25-00000-21-STC	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales

FORD CRESTVIEW**FT WALTON BCH CDJR**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-2-23	

2022 FORD F250 REG CAB PICK UP W/8 FT BED 142" WB	25,390.00
6.2 V-8 ENGINE WITH 6 SPEED AUTO TRANS	
A/C, AMFM RADIO, 40/20/40 VINYL SEATS	
TRAILER TOW PKG	
UNIT TOTAL	25,390.00
X2	50,780.00
IN STOCK	
SUBJECT TO PRIOR SALE	
DELIVERY 2-3 WEEKS	
22 FL STATE CONTRACT PRICING 25-00000-21-STC	

PURCHASER ACKNOWLEDGES:
 STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales



REQUEST FOR INFORMATION

RFI 23-056

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLES

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: March 8, 2023

DEADLINE FOR QUESTIONS: March 16, 2023

RESPONSE DEADLINE: March 16, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the State of Florida Contract to Purchase Vehicles

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the State of Florida Contract to Purchase Vehicles

1.2. Contact Information

Joe McMahon

Public Service Manager

400 12th St

Clermont, FL 34711

Email: jmcmahon@clermontfl.org

Phone: [\(352\) 394-7177](tel:(352)394-7177) Ext: 4409

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	March 8, 2023
Question Deadline	March 16, 2023, 12:00pm
Response Deadline	March 16, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. 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. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Step One Automotive Group
- B. Contract Number and Title: Motor Vehicles 25-00000-21-STC
- C. Length of Contract: Through May 16, 2023
- D. Product or Service Provided: One (1) 2022 Ford Escape SE, FWD U0G, Two (2) 2022 Ford F-150 Reg Cab, V-6 Engine w/8ft Bed, Two (2) 2022 Ford F-150 Reg Cab, V-8 Engine w/8ft Bed, Two (2) 2022 Ford F-250 Reg Cab w/8ft Bed
- E. Estimated Annual Expenditure: \$181,963.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Thursday, March 16, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor 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 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of bid award with Commercial Design Services, Inc. to furnish and install office furniture for the new Public Works Operations Facility for the total amount of \$210,167.97		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-041 to acquire these services. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There was one qualified response to the RFB. The City received a second bid that did not meet the requirements or specifications and therefore was deemed non-responsive. This bid was solicited to purchase new furnishings such as desks, chairs, cubicles, conference tables and other office items for the new Public Services building. The furniture manufacturers selected for this bid were from a product line that is considered to reflect an acceptable standard of aesthetics and durability. The new Public Works Facility is scheduled to be completed by July 2023. The furniture delivery and installation is on schedule with a proposed start date of June 2023. The award is being recommended to the responsive and responsible bidder, Commercial Design Services, Inc., in the total amount of \$210,167.97 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
\$275,000 was included in the funding for the new Public Services building. Fund number 32549-66201-49000 Fiscal impact of \$210,167.97.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$210,167.97	32549-66201-49000 Public Services construction	\$275,000
Exhibits Attached (copies of original agreements)		
1. RFB 23-041 Evaluation Tabulation	RFB 23-041 Evaluation Tabulation.pdf	
2. RFB 23-041 Notice of Intent to Award	RFB 23-041 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 23-041

Office Furniture for Public Works Operations Facility

RESPONSE DEADLINE: March 9, 2023 at 2:00 pm

Report Generated: Monday, March 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Commercial Design Services	\$210,167.97

TABLE 1

					Commercial Design Services	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	CH1, Task Chair	24	EA	\$417.48	\$10,019.52
X	2	CH2, Task Chair	20	EA	\$425.65	\$8,513.00
X	3	CH3, Guest Chair	61	EA	\$501.84	\$30,612.24
X	4	CH4, Guest Chair	26	EA	\$330.12	\$8,583.12
X	5	CH5, Stool	4	EA	\$169.92	\$679.68
X	6	CH6, Guest Chair	2	EA	\$700.18	\$1,400.36
X	7	D1L, L-Shaped Desk (left)	4	EA	\$2,368.88	\$9,475.52

EVALUATION TABULATION

RFB No. RFB 23-041

Office Furniture for Public Works Operations Facility

Selected	Line Item	Description	Quantity	Unit of Measure	Commercial Design Services	
					Unit Cost	Total
X	8	D1R, L-Shaped Desk (right)	2	EA	\$2,368.88	\$4,737.76
X	9	D2L, U-Shaped Desk (left)	1	EA	\$4,321.38	\$4,321.38
X	10	D3R, U-Shaped Desk (right)	4	EA	\$3,253.39	\$13,013.56
X	11	D4, Admin Desk	1	EA	\$10,498.04	\$10,498.04
X	12	MB1, Markerboard	2	EA	\$1,448.71	\$2,897.42
X	13	MB2, Markerboard	11	EA	\$611.96	\$6,731.56
X	14	ST1, Lateral File	5	EA	\$606.24	\$3,031.20
X	15	ST2, Lateral File w/ Top	2	EA	\$480.78	\$961.56
X	16	ST3, Storage Credenza	1	EA	\$697.82	\$697.82
X	17	T1, Conference Table	1	EA	\$9,349.84	\$9,349.84
X	18	T2, Training Table	28	EA	\$702.29	\$19,664.12
X	19	T3, Training Table	3	EA	\$1,258.38	\$3,775.14
X	20	T4, Side Table	1	EA	\$583.61	\$583.61
X	21	T5, Office Table	1	EA	\$462.96	\$462.96
X	22	T6, Round Table	1	EA	\$487.08	\$487.08
X	23	T7, Conference Table	2	EA	\$820.94	\$1,641.88

EVALUATION TABULATION

Request For Bid - Office Furniture for Public Works Operations Facility

Page 2

EVALUATION TABULATION

RFB No. RFB 23-041

Office Furniture for Public Works Operations Facility

Selected	Line Item	Description	Quantity	Unit of Measure	Commercial Design Services	
					Unit Cost	Total
X	24	WS1, Open Office	2	EA	\$20,239.80	\$40,479.60
X	25	Cost to Order, Receive, Store, Deliver, and Install Furniture	1	LS	\$17,550.00	\$17,550.00
Total						\$210,167.97

EVALUATION TABULATION

Request For Bid - Office Furniture for Public Works Operations Facility

Page 3



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD
RFB No. RFB 23-041
Office Furniture for Public Works Operations Facility

RESPONSE DEADLINE: March 9, 2023 at 2:00 pm

Monday, March 13, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-041 titled Office Furniture for Public Works Operations Facility, the City hereby issues this Notice of Intent to Award to the following company:

Commercial Design Services, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Bid Award and Term Contract		
Requested Action		
Requesting approval of bid award to re-sod two fields in the amount of \$183,600. Requesting approval of a term contract with AGH Management, LLC. to provide sod removal and installation services.		
Staff Report		
The Parks and Recreation Department is planning to re-sod fields on a rotating basis to improve the safety and long-term viability of the surface. In FY 2022, Hancock Soccer Field 1 was the first field the city ever re-sodded. In FY 2023 the Parks and Recreation Department plans to re-sod Hancock Soccer Field 2 and the Multi-Purpose Field at Park Palatlahaha. The term contract will allow the department to plan to re-sod additional fields with cost certainty. Requesting approval of a bid award to AGH Management, LLC. to re-sod two fields for the amount of \$183,600. Requesting approval of a term contract with AGH Management, LLC. to provide sod removal and installation services. The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-026 to acquire a qualified company that could provide sod replacement services. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There were two (2) responses to the RFB. The work consists of re-sodding Hancock Park soccer field #2 and Palatlahaha Park multi-purpose fields with Bermuda TifTuf sod. The award is being recommended to the low-responsive and responsible bidder, AGH Management, LLC., in the total amount of \$183,600 who complied with all terms, conditions, and specifications stated in the RFB. The bid also served to establish a fixed-price term contract for the purchase and installation of various types of sod for use by various departments within the City on an as-needed basis. The initial term contract is for a twelve (12) month period with up to five (5) additional one (1) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$183,600 is included in the current year's approved budget. The estimated annual amount of the fixed-price term contract is anticipated to be \$120,000 and funding will be determined on a project by project basis and funded by the respective department. Department Account Code: 12572-66301-72906 - Hancock Park \$97,200 12572-66301-72907 - Palatlahaha Park \$86,400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 23-026 Evaluation Tabulation	RFB 23-026 Evaluation Tabulation.pdf	



EVALUATION TABULATION

RFB No. RFB 23-026

Sod Removal and Installation Services

RESPONSE DEADLINE: March 2, 2023 at 2:00 pm

Report Generated: Thursday, March 9, 2023

SELECTED VENDOR TOTALS

Vendor	Total
AGH MANAGEMENT, LLC	\$183,600.00
Ayopa Inc	\$217,000.00

PARKS AND RECREATION SOD REPLACEMENT LUMP SUM PRICE

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Cost	Total	Unit Cost	Total
	1	Hancock Park Soccer Field #2 Sod Replacement with Bermuda TifTuf	1	Lump Sum	\$97,200.00	\$97,200.00	\$113,000.00	\$113,000.00
	2	Palatlakaha Park Multi-Purpose Fields Sod Replacement with Bermuda TifTuf	1	Lump Sum	\$86,400.00	\$86,400.00	\$104,000.00	\$104,000.00
Total						\$183,600.00		\$217,000.00

BERMUDA TIFTUF SOD PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Price	Total Price	Unit Price	Total Price
	3	Per pallet delivered and unloaded only (450/sqft).	1	Pallet	\$450.00	\$450.00	\$230.00	\$230.00
	4	Per pallet delivered and unloaded only (450/sqft).	10	Pallet	\$382.50	\$3,825.00	\$230.00	\$2,300.00
	5	Per pallet delivered, unloaded, and installed (450/sqft).	1	Pallet	\$477.00	\$477.00	\$480.00	\$480.00
	6	Per pallet delivered, unloaded, and installed (450/sqft).	10	Pallet	\$409.50	\$4,095.00	\$480.00	\$4,800.00

CENTIPEDE SOD PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Price	Total Price	Unit Price	Total Price
	7	Per pallet delivered and unloaded only (450/sqft).	1	Pallet	\$450.00	\$450.00	\$430.00	\$430.00
	8	Per pallet delivered and unloaded only (450/sqft).	10	Pallet	\$382.50	\$3,825.00	\$430.00	\$4,300.00
	9	Per pallet delivered, unloaded, and installed (450/sqft).	1	Pallet	\$477.00	\$477.00	\$660.00	\$660.00
	10	Per pallet delivered, unloaded, and installed (450/sqft).	10	Pallet	\$409.50	\$4,095.00	\$660.00	\$6,600.00

ST. AUGUSTINE SOD PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Price	Total Price	Unit Price	Total Price
	11	Per pallet delivered and unloaded only (450/sqft).	1	Pallet	\$450.00	\$450.00	\$410.00	\$410.00
	12	Per pallet delivered and unloaded only (450/sqft).	10	Pallet	\$382.50	\$3,825.00	\$410.00	\$4,100.00
	13	Per pallet delivered, unloaded, and installed (450/sqft).	1	Pallet	\$477.00	\$477.00	\$640.00	\$640.00
	14	Per pallet delivered, unloaded, and installed (450/sqft).	10	Pallet	\$409.50	\$4,095.00	\$640.00	\$6,400.00

ZOYSIA SOD PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Price	Total Price	Unit Price	Total Price
	15	Per pallet delivered and unloaded only (450/sqft).	1	Pallet	\$450.00	\$450.00	\$430.00	\$430.00
	16	Per pallet delivered and unloaded only (450/sqft).	10	Pallet	\$382.50	\$3,825.00	\$430.00	\$4,300.00
	17	Per pallet delivered, unloaded, and installed (450/sqft).	1	Pallet	\$477.00	\$477.00	\$640.00	\$640.00
	18	Per pallet delivered, unloaded, and installed (450/sqft).	10	Pallet	\$409.50	\$4,095.00	\$640.00	\$6,400.00

BERMUDA TIFWAY 419 SOD PRICING

Selected	Line Item	Description	Quantity	Unit of Measure	AGH MANAGEMENT, LLC		Ayopa Inc	
					Unit Price	Total Price	Unit Price	Total Price
	19	Per pallet delivered and unloaded only (450/sqft).	1	Pallet	\$450.00	\$450.00	\$350.00	\$350.00
	20	Per pallet delivered and unloaded only (450/sqft).	10	Pallet	\$382.50	\$3,825.00	\$350.00	\$3,500.00
	21	Per pallet delivered, unloaded, and installed (450/sqft).	1	Pallet	\$477.00	\$477.00	\$550.00	\$550.00
	22	Per pallet delivered, unloaded, and installed (450/sqft).	10	Pallet	\$409.50	\$4,095.00	\$550.00	\$5,500.00



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD
RFB No. RFB 23-026
Sod Removal and Installation Services

RESPONSE DEADLINE: March 2, 2023 at 2:00 pm

Wednesday, March 8, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-026 titled Sod Removal and Installation Services, the City hereby issues this Notice of Intent to Award to the following company:

AGH Management, LLC.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Purchase Approval and Budget Amendment		
Requested Action		
Requesting approval to purchase firefighter equipment from various companies in the total amount of \$2,819.66 and a budget amendment for the same amount to the General Fund.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The Fire Department obtained quotes to purchase equipment for new Engine 101 in order to allow current Engine 101 to go into reserve status as a fully-equipped engine when new Engine 101 arrives this summer. The items in this request were not bid on in the RFQ process and prices were attained according to the Purchasing Policy. Having a fully equipped reserve engine will result in a significant time savings for crews when front-line apparatus go in for service, allowing for more time for training and eliminating the need to take apparatus out of service during equipment changeouts. Additionally, having a fully equipped reserve engine will provide the ability to increase the fleet during storm events and provide the ability to deploy resources to other areas of the State on disaster deployments without negatively impacting the department's ability to provide coverage for the City. This project was identified as a Council priority during the budget development workshops, however, it was not able to be funded at the appropriation levels approved for the FY 2023 budget. The fiscal impact of \$2,819.66 is not included in the current year's approved budget, therefore a budget amendment is recommended.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds budgeted for this project. A General Fund budget amendment to the Fire Department's Minor Equipment account (10522-55204) in the amount of \$2,819.66 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SURFACE WATER RESCUE GEAR 2023-24 Bids	SURFACE WATER RESCUE GEAR 2023-24 Bids.xlsx	
2. Engine 101 - TOOL BAG AND TOOLS	Engine 101 - TOOL BAG AND TOOLS.xlsx	
3. Surface Water Rescue Gear	Surface Water Rescue Gear.pdf	
4. Tool Bag Equipment and Oval Safety Can	Tool Bag Equipment and Oval Safety Can.pdf	

Line Item	Description
213	STAHL SAC BY BARE 36 in. MESH DUFFEL BAG
214	KENT SAR PFD VEST SIZE X-LARGE
215	LINDY MARKER BUOY FOR FISHING (YELLOW)
216	40 in. LIFEGUARD RESCUE TUBE W/PLASTIC CLIPS
217	NRS NFPA ROPE RESCUE THROW BAG
218	IST RUBBER ROCKET FINS SIZE XXL
219	PAIRS OF SPRING CLIPS SIZE X-LARGE (FOR FINS)
220	SIZE US11 CRESSI NEOPRENE BOOTS
221	DIVE MASKS
	CRESSI ADULT DIVING DRY SNORKEL WITH SPLASH GUARD
222	AND TOP VALVE - SUPERNOVA DRY
223	GREEN SNORKEL VEST, LARGE
	SCUBA CHOICE SCUBA DIVING COMPACT BLACK
224	STAINLESS STEEL BLUNT TIP BCD KNIFE
225	RES Q ME TOOL
226	AUGSUN 10-PIECE SAFETY WHISTLE MARINE WHISTLE
227	NEOPRENE DIVE GLOVES
	PRINCETON TEC IMPACT XL MAXBRIGHT LED FLASHLIGHT
228	(YELLOW)
229	BEACH TOWELS
230	MASK DEFOG BOTTLES

		Dana Safety Supply, Inc		Ten-8 Fire &
Quantity	Unit of Measure	Unit Cost	Total	Unit Cost
2	EA	No Bid	No Bid	No Bid
3	EA	No Bid	No Bid	No Bid
1	EA	No Bid	No Bid	No Bid
1	EA	No Bid	No Bid	No Bid
1	EA	No Bid	No Bid	No Bid
2	PAIRS	No Bid	No Bid	No Bid
2	PAIRS	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	\$9.20	\$18.40	No Bid
1	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
1	EA	No Bid	No Bid	No Bid
2	EA	No Bid	No Bid	No Bid
			\$18.40	

& Safety, LLC		Go2Marine		LiveActionSafety.com		Amazon
Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	
No Bid						\$74.95
No Bid	\$95.87	\$287.61				
No Bid						\$16.98
No Bid			\$43.60	\$43.60		
No Bid						\$109.95
No Bid						\$108.80
No Bid						\$39.10
No Bid						\$42.50
No Bid						\$49.95
No Bid						
No Bid						\$24.95
No Bid						\$23.95
No Bid						
No Bid						\$19.99
No Bid						
No Bid						\$6.99
No Bid						\$16.99
No Bid						
No Bid						\$22.95
No Bid						\$34.64
No Bid						\$6.95
		\$287.61			\$43.60	

on.com
Total

\$149.90

\$16.98

\$109.95

\$217.60

\$78.20

\$85.00

\$99.90

\$49.90

\$47.90

\$39.98

\$6.99

\$33.98

\$45.90

\$69.28

\$13.90

\$1,083.52

Line Item	Description
192	TOUGHBUILT - ROLLING MASSIVE MOHT BAG - XL 18" TOOL BAG
193	TEKTON HEX KEY WRENCH SET, 13-PIECE (3/64-3/8 in.) #25232
194	TEKTON HEX KEY WRENCH SET, 13-PIECE (1.27-10 mm) #25242
195	Titan 12715 Extra-Long Arm Tamper Resistant Star Key Set - 13 Piece , Green
196	TEKTON PUNCH AND CHISEL SET, 20-PIECE (CENTER, SOLID, PIN, CHISEL) - POUCH
197	TEKTON 48 oz. BALL PEEN HAMMER, #30406
198	TEKTON 32 oz. FIBERGLAS HANDLE RUBBER Mallet, #30605
199	WOTOW BIKE CHAIN REPAIR TOOL KIT SET
200	TOUGHBUILT - FASTENER BAG, HEAVY DUTY MESH WINDOW, HANDING GROMMETS
201	TEKTON 1/4 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 55-PIECE SET
202	TEKTON 3/8 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 73-PIECE SET
203	TEKTON 1/2 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 83-PIECE SET
204	TEKTON COMBINATION WRENCH SET, 30-PIECE SET (1/4 in., 8-22 mm.) - POUCH, #90192
205	TEKTON PLIER SET, 6-PIECE, #PLR99020
206	TEKTON 12 in. ADJUSTABLE WRENCH, #23005
207	TEKTON HIGH-TORQUE SCREWDRIVER SET, 10-PIECE, #DRV43014
208	THEFIRESTORE - BARRICADE TAPE, (3 in. x 1,000 ft.), 3 MIL. THICK
209	LIBMAN 24 in. POLY FIVER MULTI-SURFACE PUSH TO CENTER PUSH BROOM
210	EMI QUICK-PIK 6 in. SHOVE KNIFE
211	SPEC OPS TOOLS 10 in. NAIL PULLER CATS PAW PRY BAR, HIGH-CARBON STEEL

212

VALUE MAX 2-PIECE FLAT PRY BAR SET

TOTAL PRICE

		Dana Safety Supply, Inc	
Quantity	Unit of Measure	Unit Cost	Total
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
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2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
3	EA	\$20.68	\$62.04
2	EA	No Bid	No Bid

2	EA	No Bid	No Bid
			\$62.04

Ten-8 Fire & Safety, LLC		Amazon.com	
Unit Cost	Total	Unit Cost	Total
No Bid	No Bid		
No Bid	No Bid	\$17.00	\$34.00
No Bid	No Bid	\$13.00	\$26.00
No Bid	No Bid	\$26.38	\$52.76
No Bid	No Bid	\$105.00	\$105.00
No Bid	No Bid	\$22.00	\$22.00
No Bid	No Bid	\$13.00	\$13.00
No Bid	No Bid	\$18.99	\$18.99
No Bid	No Bid	\$12.99	\$25.98
No Bid	No Bid	\$79.00	\$79.00
No Bid	No Bid	\$164.00	\$164.00
No Bid	No Bid	\$270.00	\$270.00
No Bid	No Bid	\$176.00	\$176.00
No Bid	No Bid	\$100.00	\$100.00
No Bid	No Bid	\$19.95	\$39.90
No Bid	No Bid	\$32.00	\$32.00
\$35.00	\$35.00		
No Bid	No Bid		
No Bid	No Bid		
No Bid	No Bid	\$13.99	\$27.98

No Bid	No Bid	\$14.99	\$29.98
	\$35.00		\$1,216.59

\$147.38	\$40.96



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Kent Search And Rescue "SAR" Vest

Mfr: [Absolute Outdoors](#)

\$95.87 On Sale

or 4 interest-free payments of \$22 with [affirm](#). [Learn more](#)

SIZE : XL

2XL 3XL Large **XL**

Kent Search and Rescue "SAR" Vest, XL

SKU: 541504-XL | Mfg# 150400-200-050-12 | LFS# KNT1504XL |

UNIT: Each

In Stock - Ships out in 1 Business Day

1

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KEMP 40" Rescue Tube w/ Plastic Buckles

Brand : [Kemp USA](#)

★ ★ ★ ★ ★ (No reviews yet) [Write a Review](#)

\$43.60



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SKU: 10-202-RED

Shipping: Calculated at Checkout

Quantity:

1

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Description

KEMP 40" Rescue Tube w/ Plastic Buckles



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Sports & Outdoors › Sports › Water Sports › Diving & Snorkeling › Diving Suits › Diving Boots



Roll over image to zoom in

Cressi Neoprene Adult Anti-Slip Sole Boots - for Water Sports: Scuba Diving: Snorkeling, Diving, Rafting, Windsurfing - Minorca Long: designed in Italy

Visit the Cressi Store
★★★★☆ 1,368 ratings | 39 answered questions

\$42⁵⁰

FREE Returns ▾

Get \$60 off instantly: Pay \$0.00 ~~\$42.50~~ upon approval for the Amazon Prime Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Size:

US Man 11 | US Lady 12 ▾

Color: **Black/Black**

Color	Black/Black
Brand	Cressi
Material	Nylon, Neoprene, Rubber
Sport Type	Outdoor Lifestyle
Age Range (Description)	Adult

About this item

- 3 mm Neoprene Ultra Durable Short Boots with Anti-Slip Sole, ideal for any Water Sport: snorkeling, scuba diving, free diving, swimming, rafting, etc.
- Made of Super Elastic and Ultra Durable Nylon II Neoprene Rubber to ensure comfort and a perfect control of the scuba diving fins.
- Rubber Heel and Toe Cap for Added Strength and Durability.
- Sole made of long lasting rubber to avoid slipping on wet or smooth surfaces.
- The Minorca Short boots are designed in Italy by Cressi and made in China. Cressi has been a brand pioneer in scuba diving, snorkeling and

Delivery Pickup

\$42⁵⁰

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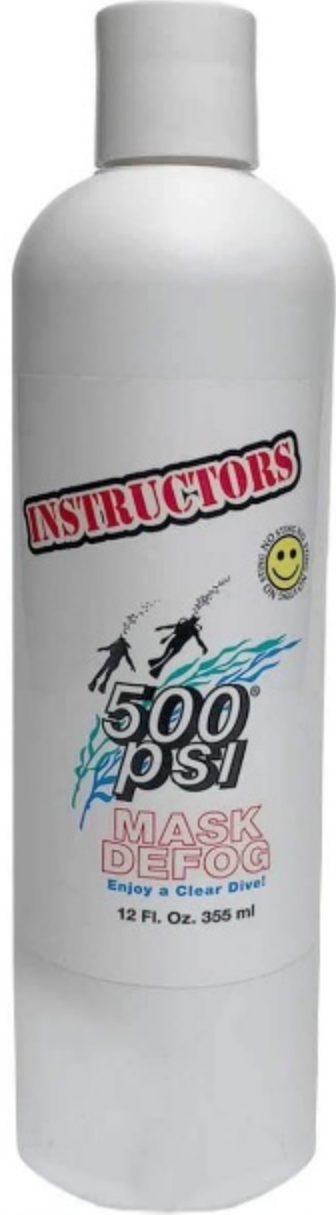
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New (6) from \$39⁹⁵ & **FREE Shipping.**

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500-PSI Mask Defog

Visit the Innovative Scuba Concepts Store

★★★★☆ 450 ratings | 23 answered questions

-19%

\$6⁹⁵

List Price: ~~\$8.57~~

Get \$60 off instantly: Pay \$0.00 ~~\$6.95~~ upon approval for the Amazon Prime Store Card. No annual fee.

Size:

2 oz.

One application can last at least three dives in one day.

Cleans your mask with each use.

Wet or dry application



The Best Way to Observe a Fish Is to Become a Fish

\$26⁹⁹ prime

10% off coupon

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Delivery

Pickup

\$6⁹⁵

\$2.50 delivery **Monday, March 20.**

Details

Select delivery location

In Stock

Qty: 1

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Divers-Supply

Sold by

Divers-Supply

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\$6⁹⁵ + \$2.50 shipping

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+



+



Total price: \$47.65

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\$10.75

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FREE Shipping on orders over \$25.00 shipped by Amazon.

Sold by: New England Dive

\$12.68

Add to Cart

& FREE Shipping

Sold by: ScubaDotCom

Page 85

Sports & Outdoors > Sports > Water Sports > Diving & Snorkeling



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IST Stainless Steel Coil Fin Straps

Visit the IST Store

★★★★★ 3 ratings

\$39¹⁰

Get \$60 off instantly: Pay \$0.00 ~~\$39.10~~ upon approval for the Amazon Prime Store Card. No annual fee.

Size:

X-Large

Brand	IST
Material	Rubber
Fit Type	Regular

About this item

- Pair of stainless steel spring straps for open heel dive fins
- Pair of stainless steel spring straps for open heel dive fins
- Makes donning and doffing fins fast and easy
- Provides a custom, snug fit every time
- Rubber sleeve at center prevents heel pinching
- Stainless steel C clips for attachment to fins

Additional Details

 Small Business
This product is from a small business brand. Support small. [Learn more](#)



Mens Womens Water Shoes Quick Dry Barefoot for Swim Diving Surf Aqua Sports Pool Beach Walking Yoga

★★★★★ 25,157

\$26⁹⁹ 

Sponsored Page 86

\$39¹⁰

FREE delivery **Thursday, March 23.**

[Details](#)

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Select delivery location

Only 17 left in stock - order soon

Qty: 1

Add to Cart

Buy Now

Payment	Secure transaction
Ships from	Shop 709 Corp.
Sold by	Shop 709 Corp.
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt

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Sell on Amazon



Mens Womens Water Shoes Quick Dry Barefoot for Swim Diving Surf Aqua Sports Pool Beach...

★★★★★ 25,157

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Sports & Outdoors > Sports > Water Sports > Diving & Snorkeling > Diving Fins



Roll over image to zoom in



IST Rubber Rocket Scuba Diver Fins, Military Special Ops Gear, Deep Sea Diving Heavy Duty Equipment

Visit the IST Store

★★★★★ 635 ratings | 99 answered questions

\$108⁸⁰

FREE Returns

Get \$60 off instantly: Pay \$48.80 ~~\$108.80~~ upon approval for the Amazon Prime Store Card. No annual fee.

Size:

XX-Large

Color	Black
Brand	IST
Material	Rubber
Fit Type	Regular
Closure Type	Buckle

About this item

- DURABLE DESIGN — Strong rubber design is longlasting and premium-grade.
- DURABLE DESIGN — Strong rubber design is longlasting and premium-grade.
- MILITARY CHOICE — #1 choice for Special Ops and U.S. Navy SEAL program.
- SPECIAL CONSTRUCTION — Curvature and tapered blade for better propulsion.
- JET STYLE — Deep grooves channel water backwards for a powerful kick.
- OPEN BACK — Open-heel foot pocket with adjustable straps is designed to wear with dive booties.

Additional Details

Page 87
Small Business

\$108⁸⁰

FREE Returns

FREE delivery Thursday, March 23

Or fastest delivery Friday, March 17.
Order within 9 hrs 55 mins

Select delivery location

Only 11 left in stock - order soon

Qty: 1

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Payment	Secure transaction
Ships from	Amazon
Sold by	DIPNDIVE
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt



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Princeton Tec Impact XL Maxbright LED Flashlight

Visit the Princeton Tec Store
★★★★★ 77 ratings | 4 answered questions

-43% \$22⁹⁵

List Price: \$39.99

Get \$60 off instantly: Pay \$0.00 \$22.95 upon approval for the Amazon Prime Store Card. No annual fee.

Color: Black

\$22.95

\$31.49

Special Feature	Durable
Color	Black
Power Source	Battery Powered
Light Source Type	LED
Material	High Impact ABS Body

About this item

- 120 Lumens
- 50 Hours Burn Time
- Impact-resistant design
- Weight: 197 Grams

Similar item to consider

Amazon's Choice

KEPEAK LED Flashlight, 5 Modes Tactical Flashlight, IPX5 Water Resistant, High Lumen, Zoomable Flashlight for Camping, Outdoor, Hiking, Emergency

★★★★★ (1467)

\$13.79 (\$6.90/Count)

\$22⁹⁵

\$5.50 delivery March 23 - 28. Details

Select delivery location

Only 5 left in stock - order soon

Qty: 1

Add to Cart

Buy Now

Payment	Secure transaction
Ships from	ScubaDotCom
Sold by	ScubaDotCom
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt

Add to List

New (6) from \$22⁹⁵ + \$5.50 shipping

Other Sellers on Amazon

\$36.93 & FREE Shipping Sold by: Autoplicity	Add to Cart
\$37.04 & FREE Shipping Sold by: FILO Commerce	Add to Cart
\$37.99 & FREE Shipping Sold by: House of Scuba	Add to Cart

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Sports & Outdoors › Sports › Water Sports › Diving & Snorkeling › Diving Suits › Diving Gloves



Roll over image to zoom in



XUKER Neoprene Glove,Wetsuit Gloves 1.5mm & 2mm for Scuba Diving Snorkeling Paddling Surfing Kayaking Canoeing Spearfishing Skiing and Other Water Sports

Visit the XUKER Store
 ★★★★★ 60 ratings

\$16⁹⁹

Get Fast, Free Shipping with Amazon Prime
 FREE Returns ▾

Get \$60 off instantly: Pay \$0.00 ~~\$16.99~~ upon approval for the Amazon Prime Store Card. No annual fee.

Color: Black 2mm



Size:

X-Large ▾

Brand	XUKER
Material	Nylon, Neoprene
Size	X-Large
Color	Black 2mm
Special Feature	Adjustable
Hand Orientation	Ambidextrous

▾ See more

About this item

- Size is a little bit small, please check the picture 2 carefully. Choose one size bigger if you don't want any tight feeling.
- Perfect fit-These water glove is made of super-stretch neoprene and covered with stretch-nylon fabric which makes it not only flexible and

Delivery

Pickup

\$16⁹⁹

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 Order within 3 hrs 52 mins

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In Stock

Qty: 1 ▾

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Payment	Secure transaction
Ships from	Amazon
Sold by	NeopSkin
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt
Packaging	Shows what's inside

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Scuba Choice Scuba Diving Compact Black Stainless Steel Blunt Tip BCD Knife

Brand: Scuba Choice

★★★★★ 467 ratings | 9 answered questions

\$19⁹⁹

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Get \$60 off instantly: Pay \$0.00 ~~\$49.99~~ upon approval for the Amazon Prime Store Card. No annual fee.

Blade Material	Stainless Steel
Brand	Scuba Choice
Color	Silver, Black
Handle Material	Nylon
Blade Edge	Plain

About this item

- 420 Stainless Steel
- 2.3" Blade
- Total length: 7"
- Moulded nylon grip for comfort

Additional Details

 Small Business

This product is from a small business brand. Support small. [Learn more](#)

Similar item to consider



KEPEAK Boning Knife 6 Inch, Fillet Knives High Carbon Steel and Pakkawood Handle for Meat, Fish, Poultry, Chicken Chef Kitchen Knife
★★★★★ (835)
\$17.99

Delivery

Pickup

\$19⁹⁹

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In Stock

Qty: 1 ▾

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Sold by	Amazon.com
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt



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Lindy Marker Buoy for Fishing - Internal Ballast Weights and 60 ft of Rot-Proof Cord

Brand: Lindy
★★★★★ 402 ratings | 14 answered questions

Amazon's Choice for "fishing buoy marker floats"

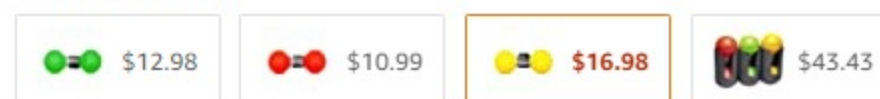
\$16⁹⁸

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Get \$60 off instantly: Pay \$0.00 ~~\$16.98~~ upon approval for the Amazon Prime Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Color: Hot Yellow



Color	Hot Yellow
Brand	Lindy
Size	One Size
Material	Other
Item Weight	0.91 Pounds

About this item

- Barbell design has internal ballast weights
- Internal weighting resists walk-away in high winds and waves
- Each market includes lead weight and 60 feet of rot-proof cord
- High-visibility buoys for creating one's own marking system
- Made with high-impact styrene



Page 91

FARWATER Canoe Anchor Grip - Boat, Float Tube & Kayak Fishin...

★★★★★ 317

Delivery

Pickup

\$16⁹⁸

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Or fastest delivery Friday, March 17. Order within 9 hrs 57 mins

Select delivery location

In Stock

Qty: 1

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Returns Eligible for Return, Refund or Replacement within 30 days of receipt



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Cressi Matrix Premium Scuba Snorkel Dive Mask with Case (also with Black Silicone) - Made in Italy - Easy Adjustable Micrometric Buckles

Visit the Cressi Store
★★★★★ ▾ 505 ratings | 16 answered questions

\$49⁹⁵

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Get \$60 off instantly: Pay \$0.00 ~~\$49.95~~ upon approval for the Amazon Prime Store Card. No annual fee.

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Color: Black/Black

\$49.95

\$49.95

\$45.93

\$48.95

\$49.95

Material	Various
Color	Black/Black
Brand	Cressi
Sport Type	Outdoor Lifestyle
Lens Type	Dual Lens

About this item

- The Matrix mask is one of the adult used masks in the market suitable for scuba diving and snorkeling.
- Features inclined and inverted tear-drop lenses for improving downward visibility, a Cressi patented design (US 6272693). Perfect for checking the BCD and the instruments while scuba diving.
- The field of view is particularly wide, laterally and in the lower zone. The lenses are made of tempered glass.
- Extremely low internal volume on par with the best free diving masks. Ideal for easy equalization.

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\$49⁹⁵

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Or fastest delivery **Friday, March 17.**
Order within **9 hrs 53 mins**

Select delivery location

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Qty: 1 ▾

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\$30⁴⁰

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Sports & Outdoors > Sports > Water Sports > Diving & Snorkeling > Snorkel Vests



Roll over image to zoom in

Inflatable Snorkel Vest Adult Snorkeling Jackets Free Diving Swimming Safety Load Up to 220 lbs

Brand: Lyuwpes
★★★★★ 1,469 ratings | 56 answered questions
Amazon's Choice for "snorkel+vest"

-11% \$23⁹⁵

List Price: \$26.95

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FREE Returns

Get \$60 off instantly: Pay \$0.00 \$23.95 upon approval for the Amazon Prime Store Card. No annual fee.

Extra Savings 5% off item with purchase o... 1 Applicable Promotion

Color: green

- \$23.95
- \$23.95
- \$23.95
- \$23.95
- \$23.95

Brand	Lyuwpes
Color	Green
Age Range (Description)	Adult
Life Vest Type	Type II
Size	Large

About this item

- Airbag Main Material: Polyester 60% (outer) + PVC 40% (inner)
- Imported
- Lyuwpes Snorkeling Vest: small footprint, large buoyancy (from 80 to 220 lbs) while snorkeling; fluorescence colors provide excellent visibility, great for learners & swimmers
- Fast Inflation/Deflation: snorkel vest supports the body, just right fully inflated without the need of excess air, convenient mouthpiece

DeliveryPickup

\$23⁹⁵

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Or fastest delivery Friday, March 17. Order within 9 hrs 50 mins

Select delivery location

In Stock

Qty: 1

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Sold by Lesberg

Returns Eligible for Return, Refund or Replacement within 30 days of receipt

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Cressi Adult Diving Dry Snorkel with Splash Guard and Top Valve - Supernova Dry: Designed in Italy

Visit the Cressi Store

★★★★★ 4,841 ratings | 48 answered questions

-17% \$24⁹⁵

List Price: \$29.95

Get \$60 off instantly: Pay \$0.00 \$24.95 upon approval for the Amazon Prime Store Card. No annual fee.

Color: Black/Red



- This snorkel is the best choice if you want a quality, well designed product that has all the features that make you happy Don't worry about the entry of water: choose an easy-to-use dry snorkel and enjoy your diving
- It features a float mechanism that closes instantly to prevent water from entering the snorkel whether accidentally or purposely submerged
- At the end of the tube, there is a small reservoir that collects water, which is very easy to expel thanks to the purge valve, simply by blowing without effort
- The quick-release keeper allows you to join easily the snorkel to the mask strap with a simple click Push the button to unjoin the snorkel from the mask without removing the keeper from the mask strap
- A wider elliptical bore shape increases airflow capacity for more comfortable breathing and a purge valve enables instant clearing when needed

\$24⁹⁵

FREE delivery March 23 - 24. Details

Select delivery location

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Qty: 1

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Sold by Scuba Monkey Dive Center
Returns Eligible for Return, Refund or Replacement within 30 days of receipt

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Other Sellers on Amazon

\$26.45

& FREE Shipping

Sold by: Cressi 1946

Add to Cart

\$24.95

+ \$5.28 shipping

Sold by: Online Scuba

Add to Cart

Have one to sell?

Sell on Amazon



Vera Bradley Women's Cotton Collegiate Large Travel Duffel Bag (Multiple Teams Available)

★★★★★ 284 \$110¹⁵ ✓prime

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Stahlsac by Bare 36" Mesh Duffel Bag

Visit the Stahlsac Store

★★★★★ 8 ratings

\$74⁹⁵

FREE Returns ▾

Color: **Black/Royal Blue**

- DIMENSIONS: 36" x 13"
- CAPACITY: 7056 Cu. Inches
- COLORS: Royal Blue

Similar item to consider

Amazon's Choice

Amazon Basics Large Nylon Duffel Bag

★★★★★ (14787) \$32.99 ✓prime



Vera Bradley Zip-Around Jewelry Organizer Case

★★★★★ 90 \$36⁹⁶ ✓prime

Sponsored ⓘ

\$74⁹⁵

FREE Returns ▾

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Or fastest delivery **March 17 - 22**

📍 Select delivery location

Only 1 left in stock - order soon

Add to Cart

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Ships from Amazon
Sold by World Wide Scuba
Returns Eligible for Return, Refund or Replacement within 30 days of receipt

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\$74.95

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Buy it with



Total price: \$474.90

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NRS NFPA Rope Rescue Throw Bag

Brand: NRS
★★★★★ 14 ratings

\$109⁹⁵

Get \$60 off instantly: Pay \$49.95 ~~\$109.95~~ upon approval for the Amazon Prime Store Card. No annual fee.

Color: Orange

Size: 75 feet

- 75 feet of 3/8-inch floating Sterling Grabline rope, NFPA 1983,2012 certified
- Cordura bag w/ mesh panel, internal foam flotation
- Dual reflective bands, glow/chemical stick webbing loop holster
- 1-inch webbing with side-release buckle, barrel-lock drawstring closure
- Polyethylene-sheathed grab loop, maximum load of 3282 pounds (unknotted)

Additional Details

Small Business
This product is from a small business brand. Support small. [Learn more](#)

Pelican Rope Arborist-24 7/16 inch (11mm) Arborist Line - 7,000 lb Tensile Strength - 24-Strand...

★★★★★ 24

\$204⁷⁸

Sponsored

\$109⁹⁵

FREE delivery March 20 - 22. [Details](#)

Select delivery location

Only 1 left in stock - order soon

Add to Cart

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Sold by [Rock-N-Rescue](#)
Returns [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a Protection Plan:
☐ 2-Year Protection for \$15.99

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New (3) from \$109⁹⁵ & FREE Shipping

Other Sellers on Amazon

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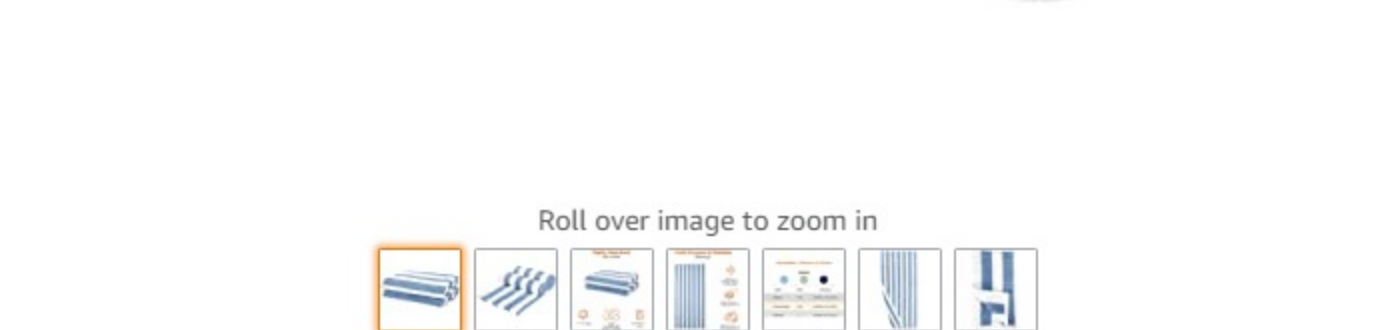
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Total price: \$409.85



Visit the Amazon Basics Store

 Climate Pledge Friendly

$$G + tG = \mathbb{F}_q$$

Galant Slim Blue



— 100 —

114

Brand	Amazon
-------	--------

Towel form Beach Towel

Age Range	All Ages
-----------	----------

Material	Cotton
----------	--------

- 100% Cotton

- Page 97

Pickup

\$34⁶⁴ (\$17.32 / Count)

Confession: 111, 116, 117

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Page 10 of 10

10

Ships from Amazon.com

Sold by Amazon.com

Returnable Eligible for Return

Packaging Shows what's inside

5.1.6.6. $5.1.6.6. \text{E}^{\text{E}}_{\text{E}} \text{E}^{\text{E}}_{\text{E}}$

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Roll over image to zoom in

AUGSUN 10 Pcs Safety Whistle Marine Whistle Plastic Whistles with Lanyard for Emergency

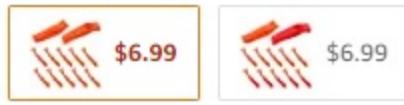
Visit the AUGSUN Store
★★★★★ 1,503 ratings | 12 answered questions

\$6⁹⁹

Get Fast, Free Shipping with Amazon Prime
FREE Returns ▾

Get \$60 off instantly: Pay \$0.00 ~~\$6.99~~ upon approval for the Amazon Prime Store Card. No annual fee.

Color: Orange



- Package Includes: One package contains 10 pieces safety whistle with lanyard, it's suitable for team and individual use.
- Quality Whistles: This set of emergency whistle is made of good quality plastic, very lightweight, waterproof and durable. Double tube design, each whistle can produce high and low frequency sounds.
- Conspicuous Colors: These whistles are designed to be visibly orange, very bright, which can attract others' attention outside, help you to be found easily.
- Special Design: The whistles with lanyard are designed with a clip and a nylon cord for securing on your belt or life jacket. The length of the cord can be adjusted freely. It's convenient to hang on the neck and wrist wherever you want.
- Easy to Use: These safety whistles are easy to let out high-pitched sound which is can be heard from a long distance, also can be applied in sailing, hiking, boating, kayaking, camping, hunting, emergency survival, rescue and so on.

DeliveryPickup

\$6⁹⁹

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Or fastest delivery **Tuesday, March 21.** Order within **21 hrs 33 mins**

Select delivery location

In Stock

Qty: 1 ▾

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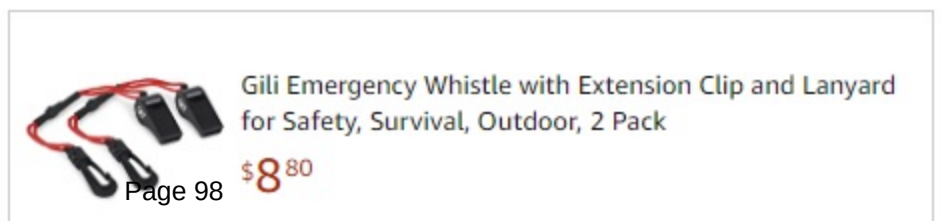
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\$60 instant gift card

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Price



ValueMax 2-piece Flat Pry Bar Set, Includes 7-1/2" Mini Pry Bar, 15" Heavy Duty Nail Puller, Claw Bar, Wonder Bar, Corrosion Resistant Carbon Steel Made, for Kitchen Remodel, Prying Apart Boards

\$14.99

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Qty: 2 | Delete | Save for later | Compare with similar items | Share



Spec Ops Tools 10" Nail Puller Cats Paw Pry Bar, High-Carbon Steel, 3% Donated to Veterans,

\$13.99

In Stock
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Style: 10"

Qty: 2 | Delete | Save for later | Compare with similar items | Share



TEKTON High-Torque Screwdriver Set, 10-Piece (#0-#3, 1/8-5/16 in.) | Made in USA | DRV43014

\$32.00

In Stock
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Gift options not available. [Learn more](#)

Qty: 1 | Delete | Save for later | Compare with similar items | Share



TEKTON 12 Inch Adjustable Wrench | 23005

\$19.95

In Stock
Eligible for FREE Shipping & FREE Returns
Gift options not available. [Learn more](#)

Size: 12 in.

Qty: 2 | Delete | Save for later | Compare with similar items | Share

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Subtotal (24 items): \$1,216.59

☐ This order contains a gift

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Your recently viewed items



HD Pro Stacker Foam Cannon™ Foam...
★★★★★ 4
\$2,750.00
Only 19 left in stock - ord...

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Tinleon Foam Machine for Kids - Easy to Use...
★★★★★ 167
\$173.99

Add to Cart



Gift for Men Women, AbeuRox Multitool...
★★★★★ 742
\$19.99

Add to Cart



Multi functional hand tools Firefighter Tools...
★★★★★ 19
\$25.99

Add to Cart



Size: 12 in.

Qty: 2 | Delete | Save for later | Compare with similar items | Share



TEKTON Pliers Set, 6-Piece (Long Nose, Diagonal Cutting, Lineman's, Groove Joint, Slip Joint) | PLR99020

\$100.00

In Stock
Eligible for FREE Shipping & FREE Returns
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Style: 6-Piece Set

Qty: 1 | Delete | Save for later | Compare with similar items | Share



TEKTON Combination Wrench Set, 30-Piece (1/4-1 in., 8-22 mm) - Pouch | 90192

\$176.00

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Size: 30-Piece (1/4-1 in., 8-22 mm)

Style: Pouch

Pattern Name: Wrench Set

Qty: 1 | Delete | Save for later | Compare with similar items | Share



TEKTON 1/2 Inch Drive 6-Point Socket and Ratchet Set, 83-Piece (3/8 - 1-5/16 in., 10-32 mm) SKT25302

\$270.00

In Stock
Eligible for FREE Shipping & FREE Returns
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Size: 83-Piece (3/8 - 1-5/16 in., 10-32 mm)

Qty: 1 | Delete | Save for later | Compare with similar items | Share



TEKTON 3/8 Inch Drive 6-Point Socket and Ratchet Set, 73-Piece (1/4-1 in., 6-24 mm) SKT15311

\$164.00

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift Learn more

Size: 73-Piece (1/4-1 in., 6-24 mm)

Qty: 1 | Delete | Save for later | Compare with similar items | Share



TEKTON 1/4 Inch Drive 6-Point Socket and Ratchet Set, 55-Piece (5/32-9/16 in., 4-14 mm) | SKT05301

\$79.00

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Size: 55-Piece (5/32-9/16 in., 4-14 mm)

Qty: 1 [Delete](#) [Save for later](#) [Compare with similar items](#) [Share](#)



TOUGHBUILT TOU-94-M-3 Fastener Bags 3 Pack

\$12.99

In Stock

Eligible for FREE Shipping & FREE Returns

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Qty: 2 [Delete](#) [Save for later](#) [Compare with similar items](#) [Share](#)



WOTOW Bike Chain Repair Tool Kit Set, Cycling Bicycle Chain Breaker Splitter Cutter & Wear Indicator Checker & Master Link Pliers Remover & Reusable Missing Connector for 6/7/8/9/10 Sp...

\$18.99

In Stock

Eligible for FREE Shipping & FREE Returns

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Style: Maintenance Full Set

Qty: 1 [Delete](#) [Save for later](#) [Compare with similar items](#) [Share](#)

Save \$3.00 [Clip Coupon](#)



TEKTON 16 oz. Fiberglass Handle Rubber Mallet | 30603 , Black

\$13.00

In Stock

Eligible for FREE Shipping & FREE Returns

Gift options not available. [Learn more](#)

Color: Black

Size: 16 oz.

Style: Mallet

Qty: 1 [Delete](#) [Save for later](#) [Compare with similar items](#) [Share](#)



TEKTON 48 oz. Ball Peen Hammer | 30406, Silver

\$22.00

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Size: 48 ounce

Qty: 1 [Delete](#) [Save for later](#) [Compare with similar items](#) [Share](#)



TEKTON Punch and Chisel Set, 20-Piece (Center, Solid, Pin, Chisel) - Pouch | Made in USA | PNC99101

\$105.00

In Stock
Eligible for FREE Shipping & FREE Returns
Gift options not available. Learn more

Qty: 1 Delete Save for later Compare with similar items Share



Titan 12715 Extra-Long Arm Tamper Resistant Star Key Set - 13 Piece , Green

\$26.38

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift Learn more
Style: XL TR Star

Qty: 2 Delete Save for later Compare with similar items Share



TEKTON Hex Key Wrench Set, 13-Piece (1.27-10 mm) | 25242

\$13.00

In Stock
Eligible for FREE Shipping & FREE Returns
Gift options not available. Learn more
Size: Metric

Qty: 2 Delete Save for later Compare with similar items Share



TEKTON Hex Key Wrench Set, 13-Piece (3/64-3/8 in.) | 25232

\$17.00

In Stock
Eligible for FREE Shipping & FREE Returns
Gift options not available. Learn more
Size: Inch

Qty: 2 Delete Save for later Compare with similar items Share

Subtotal (24 items): \$1,216.59

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📍Naples Lowe's

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🔔Some of your items are low in stock! View All

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Details

Save For Later

Libman - 24-in Poly Fiber Multi-surface Push To Center Push Broom

Item #3700431

Model #1445

1

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Available

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Get it by Tue, Mar 21

☐ Scheduled Delivery ⓘ

Get it by Mon, Mar 20

Delivery Scheduling in Checkout

\$18.38

✕

🚚Delivery · 1 Item



Details

Save For Later

TOUGHBUILT - Massive Mouth Hard Bottom XL Black Polyester 1...

Item #2416962

Model #TBL-CT-61-18

1

Low in Stock

Pickup Unavailable

☒ FREE Ship to Home

Get it by Fri, Mar 24

☐ Scheduled Delivery ⓘ

Get it by Mon, Mar 20

Delivery Scheduling in Checkout

\$129.00

✕

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Order Summary

Item Subtotal (2)

\$147.38

Delivery

FREE

Estimated Tax

Calculated in Checkout

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▼

Estimated Total

\$147.38

🔒Start Secure Checkout

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Page 103



Cart updated.

	Product	Price	Quantity	Subtotal
	 Oval Safety Can w/ Bracket	\$177.00	2	\$354.00

Cart totals

Subtotal	\$354.00
Shipping	Shipping Shipping options will be updated during checkout.
Total	\$354.00

Proceed to checkout



 Search for produc

Accessories (1)

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Bolt Cutter Mounting Kits (1)

ChanL PanL (2)

Combination (1)

Combination Holders (1)

Cylinder Brackets (2)

Engraved Labels (1)

Extinguisher Brackets (1)

Gate Valves (2)

1 Holders (1)

Mounting Boards (2)

Mounting Posts (7)

Nozzle Mounts (3)

PAC Brackets (5)

Plastic Welded Storage Boxes (3)

Safety Cans (4)

Saw Brackets (1)

Storz Holders (1)

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SHOPPING CART 2 Products, 2 Items



EMI QUICK-PIK 6" SHOVE KNIFE

\$6.99

SKU: EMI-452 // IN STOCK, ORDER NOW!

QTY:

1

TOTAL: \$6.99

EDIT

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THEFIRESTORE BARRICADE TAPE, 3 IN. X 1000 FT., 3 MIL. THICK

\$19.99

SKU: P-105328283-TFS // IN STOCK, ORDER NOW!

QTY:

1

TOTAL: \$19.99

EDIT

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ORDER SUMMARY

SUBTOTAL 2 ITEMS \$26.98

Subtotal Does Not Include Shipping Or Tax

Estimate Tax ?



Have a Promo Code? ?



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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Requesting approval of bid award to Ten-8 Fire & Safety, LLC. and Dana Safety Supply, Inc. to purchase firefighter equipment and a General Fund budget amendment in the amount of \$100,789.86.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The purchase will provide equipment for new Engine 101 allow current Engine 101 to go into reserve status as a fully-equipped engine when new Engine 101 arrives this summer. Having a fully equipped reserve engine will result in a significant time savings for crews when front-line apparatus go in for service, allowing for more time for training and eliminating the need to take apparatus out of service during equipment changeouts. Additionally, having a fully equipped reserve engine will provide the ability to increase the fleet during storm events and provide the ability to deploy resources to other areas of the State on disaster deployments without negatively impacting the department's ability to provide coverage for the City. This project was identified as a Council priority during the budget development workshops, however, it was not able to be funded at the appropriation levels approved for the FY 2023 budget. The Procurement Services Department issued a Request for Bid (RFB) number 23-038 to purchase firefighter equipment in anticipation of the new fire truck. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There were two (2) responses to the RFB. The award recommendation was made on the lowest line item per price table to Dana Safety Supply, Inc. in the total amount of \$5,124.64 and Ten-8 Fire & Safety, LLC. in the total amount of \$95,665.22, with a total combined price of \$100,789.86 to purchase the equipment. Both companies complied with all terms, conditions, and specifications stated in the RFB. The fiscal impact of \$100,789.86 is not included in the current year's approved budget, therefore a budget amendment is recommended.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds budgeted for this project. A General Fund budget amendment to the Fire Department's Minor Equipment account (10522-55204) in the amount of \$62,384.31 and Capital Equipment account (10522-66401) in the amount of \$38,405.55 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 23-038 Evaluation Tabulation	RFB 23-038 Evaluation Tabulation.xlsx	
2. RFB 23-038 Notice of Intent to Award	RFB 23-038 Notice of Intent to Award.pdf	

PRICE TABLE 1 - FIREFIGHTER EQUIPMENT

Line Item	Description
1	ERG BOOK - 2020 EMERGENCY RESPONSE GUIDEBOOK (ERG): STANDARD SIZE, SPIRAL BOUND, MFG. GRAINGER, #56FN88
2	KNOX BOX KEY - SECTIONS 5 - ITEM #13 ENCRYPTED KEY, MFG. FAIL SAFE 407-539-1115
3	KNOX FDC KEY WRENCH - SECTIONS 5 - ITEM #3K, 2 FDC CAPS WITH INSTALLATION KEY, MFG. FAIL SAFE, 407-539-1115
4	NIOSH POCKET GUIDE, NIOSH POCKET GUIDE TO CHEMICAL HAZARDS, MFG. LABELMASTER, #NIOSH0003
5	BINOCULAR TASCO ESSENTIALS PORRO PRISM 170150, 10X50 BLACK PORRO MC BOX 6L BINOCULAR
6	FLIGHT SITE LANDING ZONE KIT - F PENNY - MFG. FLIGHT SITE, #FLIGHT-G65011-LED-KIT
7	27" FIBERGLASS D-HANDLE SCOOP SHOVEL, MFG. FLAMEFIGHTER CORP., #LSS27D
8	SPADE SHOVEL, FIBERGLASS, 48" ROUND PO INT SHOVEL, FIBERGLASS, MFG. FLAMEFIGHTER CORP., #RPS48
9	SQUARE POINT SHOVEL 49" FG HANDLE, MFG. FLAMEFIGHTER CORP., #SQP48
10	HOTSTICK HIGH SENSITIVITY VOLTAGE DETECTOR, TFS: AC HOTSTICK VOLTAGE DETECTOR, MFG. THE FIRE STORE, #HOT-STICK
11	12-IN MEASURING WHEEL, HOME DEPOT - MODEL #PSMW48N, STORE SKU #1002649973
12	FLAMEFIGHTER SCBA BRACKET (ASSEMBLED), MFG. FIRE SAFETY USA, #15251
13	STREAMLIGHT PORTABLE SCENE LIGHT EXT, #STR-45680
14	STREAMLIGHT PORTABLE SCENE LIGHT II, MFG. FLASHLIGHT DEALER, #STL-46000
15	STACKABLE SCENE LIGHT BRACKET, MFG. DARLEY #BP542

TANGO TX-1 AIR MONITOR, TANGO TX1 NITROGEN
 DIOXIDE SINGLE GAS MONITOR | INDUSTRIAL SCIENTIFIC#
 16 TX1-4, MFG. DURAWEAR GLOVE AND SAFETY #IS-TX1-4
 VENTIS PRO5 DIFFUSION - BY INDUSTRIAL SCIENTIFIC O2,
 LEL, CO, HCN, MFG. DURAWEAR GLOVE AND SAFETY,
 17 #VP5-KJB31101101
 SURVIVOR LED WITH 12V DC FAST CHARGE, SURVIVOR
 LED WITH 12V DC FAST CHARGE, ORANGE, MFG.
 18 STREAMLIGHT INC, #90509
 THERMAL IMAGING CAMERA E6000+ W/ LASER FINDER
 COMPLETE WITH A TRUCK KIT (CONSISTS OF TRUCK
 CHARGER, TWO RECHARGEABLE BATTERIES,
 RETRACTABLE LANYARD AND USER INSTRUCTIONS), MFG.
 19 MSA SAFETY SALES LLC, #10218424
 VELVAC EMERGENCY TRIANGLE KIT 3 PC, MFG. TRAFFIC
 20 SAFETY STORE, #TRI STD
 STREAMLIGHT 44311 VULCAN 180 LED RECHARGEABLE
 LANTERN AC/DC CHARGER 1200 LUMEN, ORANGE, WITH
 12V DC & 110V AC CHARGER, MFG. THE FIRE STORE,
 21 #44311
 2.5" - 5" SPANNERS W/ BRACKET, MFG. HARRINGTON INC,
 22 #HSSW-401
 2.5" - 5" SINGLE END SPANNER, MFG. HARRINGTON INC,
 23 #HSSW-101
 TRIPLE WRENCH SET W/HOLDER, MFG. RED HEAD BRASS,
 24 #148-3
 WRENCH ADJUSTABLE HYDRANT, MFG. RED HEAD BRASS,
 25 #105

 EZ SPANNER 4 HOLE RATCHETING HYDRANT WRENCH,
 26 EXTENDABLE HANDLE, MFG. THE FIRE STORE, #BT-4001

 27 HOSE ROLLER 2 MAN, MFG. HARRINGTON INC, #HHR-2
 JEFFREY VALVE, REVOLUTION INTAKE 4 STZ X 6NH LHF,
 28 MFG. AKRON BRASS COMPANY, #79820004
 4" STORZ BLIND CAPS W/ CHAIN, MFG. THE FIRE STORE,
 29 #TFT-A01SP

30 WYE BALL VALVE 2.5" F X (2) 1.5" M ALIMINUM LG HDL,
 MFG. ELKHART BRASS MFG CO INC, #02507101
 GATE VALVE, HYDRANT VALVE 2.5" SCREW TYPE, MFG.
 31 ELKHART BRASS MFG CO INC, #00381101
 HYDRANT BALL VALVE, AKRON BRASS 2.5" (F) INLET X 2.5"
 32 (M) OUTLET. MFG. FIRE PENNY, #AKRON-1828
 AKRON BRASS 2.5" HYDRANT VALVE, MFG. FIRE PENNY,
 33 #AKRON-2285
 5" STORZ X 4" STORZ RIGID, MFG. THE FIRE STORE, #TFT-
 34 AA4ST-SP
 STORZ MOUNTING PLATE 5.0", MFG. RED HEAD BRASS,
 35 #SMP-50
 4" STORZ TO 4.5" NST HYDRANT ADAPTER, MFG. THE FIRE
 36 STORE, #TFT-AA1HSP
 4" STORZ TO 2.5" NST FEMALE ELBOW REDUCER, MFG.
 37 THE FIRE STORE, #W-TFT-AH3SP
 4" STORZ TO 2.5" NST MALE REDUCER, MFG. THE FIRE
 38 STORE, #TFT-AA2SP-NJ
 ADAPTER 2.5" NH DOUBLE FEMALE, MFG. RED HEAD
 39 BRASS, #352525
 ADAPTER 2.5" NH X 2.5" NH DOUBLE MALE, MFG. RED
 40 HEAD BRASS, #362525
 ADAPT 2.5" FEM X 1.5" MALE, MFG. RED HEAD BRASS,
 41 #372515

 ADAPTER 1.5" FEMALE X .75 MALE GHT., MFG. RED HEAD
 42 BRASS, #3715075GHT, GARDEN HOSE - MALE REDUCER
 ADAPTER 1.5" NH FEMALE X 1" NH MALE, MFG. RED HEAD
 43 BRASS, #371510
 4' STORTZ TO 2.5 NST FEMALE, MFG. THE FIRE STORE,
 44 #TFT-AA3SP
 2.5 NST BLACK FINISH HOSE PLUG, ROCKER LUG WITH
 CHAIN, MFG. THE FIRE STORE, KOCHER ROCKER LUG
 45 PLUG, #PC2552

 (GATED SIAMESE 4" STORZ TO 2.5" NST) GATED SIAMESE,
 46 4" STZ X (2) 2.5", MFG. TASK FORCE TIPS, #AY9SP-NJ
 4" STORZ MOUNTING PLATE, MFG. RED HEAD BRASS,
 47 #SMP-40

48 LEATHER HOSE JACKET, MFG. BOSTON LEATHER, #9200

49 RUBBER Mallet, MFG. FLAMEFIGHTER CORP., #RMFG
(MANIFOLD 4" STORZ TO (3) 2.5" NST) 3-WAY MANIFOLD,
50 4" STORZ X (3) 2.5" MALE OUTLETS, MFG. TASK FORCE
TIPS, #AL32P0
4 STACKED TIPS 2.5" INLET, MFG. TASK FORCE TIPS, #MST-
51 4NJ
3.0" TRUCK ADAPTER NPT FEMALE, MFG. TASK FORCE
52 TIPS, #MST-4NJ
SCOTTY FOAM APPLICATOR KIT, MFG. FIRE PENNY,
53 #SCOTTY-4075-30A
ELEVATOR KEY SET, MFG. FIREHOOKS UNLIMITED INC.
54 #EKS-12
FIRE HOOKS UNLIMITED AUTO RESCUE KIT, MFG. THE FIRE
55 STORE, #ARK

FOAM WRENCH, ZICO UNIVERSAL SPANNER WRENCH FOR
56 FOAM CONTAINERS, MFG. THE FIRE STORE, #UFCW
1.5" QUIC-LOC MNT CHROME, MFG. SOUTH PARK CORP.,
57 #QL48Z15C
2.5" QUIC-LOC MNT CHROME, MFG. SOUTH PARK CORP.,
58 #QL48Z25C
EDUCTOR 95 GPM 1.5" FEMALE X 1.5" MALE W/36" HOSE,
59 MFG. TASK FORCE TIPS, #UE-095-NF
DECK GUN: CROSSFIRE MONITOR TOP 2.5" MALE OUTLET,
60 MFG. TASK FORCE TIPS, #XFT-NJ
SELECTABLE GPM FOG NOZZLE: AKRON 1.5" MID-RANGE
TURBOJET NOZZLE WITH PISTOL GRIP, MFG. AKRON
61 BRASS COMPANY, #1723

SMOOTHBORE BREAKAWAY NOZZLE: 1.5" SABER SHUTOFF
W/ GRIP & INTEGRATED TIP SBR TIP SO1.5NH X 1.5NH
62 15/16D#, MFG. AKRON BRASS COMPANY, #24314001
FOG BREAKAWAY NOZZLE: AKRON 1.5" ASSAULT
BREAKAWAY FOG NOZZLE 150-GPM @ 75PSI, ASSAULT TIP
WITH SPINNING TEETH, MFG. AKRON BRASS COMPANY,
63 #4814

FOG BREAKAWAY NOZZLE: AKRON 1.5" X 1.5" SHUTOFF
 WITH PISTOL GRIP AND NOZZLE COLOR CLIP KIT, MFG.
 64 AKRON BRASS COMPANY, #2127
 BREAKAWAY FOG NOZZLE: 250-GPM: 2.5" AKRON
 ASSAULT BREAKAWAY FOG NOZZLE 250-GPM @ 75PSI,
 MFG. AKRON BRASS COMPANY, #4824 (*NOTE:
 65 STYLE/PART NUMBER IS A COMBINATION OF SHUTOFF
 2126)
 AKRON 2 1/2" HIGH-RANGE SLECTABLE FOG TURBOJET
 NOZZLE WITH PISTOL GRIP, MFG. AKRON BRASS
 COMPANY, #1744, (*NOTE: STYLE/PART NUMBER IS A
 66 COMBINATION OF SHUTOFF 2126)
 2 1/2" X 1 1/2" SHUTOFF WITH AND WITHOUT PISTOL
 67 GRIP, MFG. AKRON BRASS COMPANY #2126
 METRO 2 TIP, 185@75 STEM, MFG. TASK FORCE TIPS
 (HTTPS://TFT.COM/TASKFORCETIPS/MEDIA/RESOURCE-
 68 LIBRARY/LOT-022_REV29.PDF#PAGE=26)
 TURBOJET HANDLINE NOZZLE WITH 1" INLET, NH
 THREADS, 13-60 GPM AT 100 PSI, #17024001, MFG.
 69 AKRON BRASS COMPANY, #1702 WITH PISTOLGRIP
 3 STACKED TIPS - 2.5 FEMALE INLET, 1-1/2" 1-1/4" & 1"
 TIP DIAMETERS, MFG: TASK FORCE TIPS, THE FIRE STORE,
 70 #TFT-MST-3NJ
 AKRON SHUTOFF WITH PISTOL GRIP AND DUAL STACKED
 TIPS 1.5NH, TIP SIZE: 1/2 & 15/16, MFG. AKRON BRASS
 71 COMPANY, #1441
 2.5" PLAYPIPE WITH SB, TIPS: 1" - 1 1/8" - 1 1/4" MFG
 72 AKRON BRASS COMPANY, #2393
 TASK FORCE TIPS BLITZFIRE HIGH ELEVATION COMBO
 PACKAGE - MONITOR, BRACKET, MAX SERIES TIP & 3
 STACKED TIPS XXC-52-HE, DUAL PRESSURE 55/100 PSI
 AND STACKED TIPS (WITH MOUNTING BRACKET), MFG.
 73 FIRST OUT RESCUE EQUIPMENT, #XXC-HE-XX
 4 STACKED TIPS 2.5" INLET, MFG. TASK FORCE TIPS, #MST-
 74 4NJ
 6" FEMALE SWIVEL LONG HANDLE X 2.5" FEMALE RIGID,
 75 MFG. HARRINGTON INC, #H53L-60NH-25NH
 ELBOW 4" STZ X 2.5" F, 30 DEG, RL, MFG. HARRINGTON
 76 INC, #H30E-40-25NH

77 30 DEG ELBOW 4" STORZ X 3" NH RL, MFG. HARRINGTON
INC, #H30E-40-30NH

78 ZORO SELECT TARP, 6 X 8 FT, 3.2 MIL, POLYETHYLENE,
STANDARD DUTY, BLUE, MILDEW RESISTANT, TEAR
RESISTANT, MFG. ZORO INC, #G5230696

79 SALVAGE COVERS, RED, 12' X 12' SALVAGE COVER, 18 OZ.,
RED, MFG. HUSKY PORTABLE CONTAINMENT, #HTV-
121218-R

80 K-TOOL COMPLETE KIT, MFG. K-TOOL COMPANY, #K-
TOOLKIT

81 TOOL HANDLE LOCK, BLACK STRAP, MFG. PERFORMANCE
ADVANTAGE CO., #1004-B

82 (CROWBAR) PRY BAR 36", MFG. COUNCIL TOOL CO. INC,
#60PP

83 (FOR PINCH BAR) CROWBAR HOLDER SET, MFG. SOUTH
PARK CORPORATION, #CHR55Z01C

84 48" PINCH POINT BAR, MFG. GRAINGER, #1161400

85 (PICK HEAD AXE) 6# PICK AXE LIME GREEN F/G HANDLE,
35", MFG. LEATHERHEAD TOOLS, #PAL-6

86 AXE MOUNT HANDLE, MFG. SOUTH PARK CORPORATION,
#ZSMA5201C

87 AXE SHIELD CHROME, MFG. SOUTH PARK CORPORATION,
#ZAH5101C

88 36" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC36

89 18" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC18

90 36" MOUNT BOLT CUTTER, MFG. SENSIBLE PRODUCTS,
#BC1000

91 ZICO BRACKET FOR 18" TO 36" BOLT CUTTERS, MFG. THE
FIRE STORE, #BCB

92 FLATHEAD AXE, 6# FLATHEAD AXE, LIME GREEN F/G
HANDLE, 35", MFG. LEATHERHEAD TOOLS, #FAY-6

93 HALLIGAN, 30" HALLIGAN BAR, MFG. LEATHERHEAD
TOOLS, #LB-30

(AXE & HALLIGAN) COMBO, LEATHERHEAD TOOLS - IRONS
SPECIAL - AXE, HALLIGAN, STRAP, MFG. THE PUBLIC
SAFETY STORE, ITEM #LH-IRONS-SPECIAL, MFG PART #LH-
94 IRONS-SPECIAL
PAC TOOL IRONSLOCK, MFG. THE FIRE STORE, #W-PAC-
95 K5003
AXE MOUNT HANDLE, MFG. SOUTH PARK CORPORATION,
96 #ZSMA5201C
TOOL HANDLE LOCK, BLACK STRAP, MFG. PERFORMANCE
97 ADVANTAGE CO., #1004-B
(SLEDGE HAMMER 8 LB) LEATHERHEAD TOOLS 8 LB.
SLEDGE W/ 36" HANDLE, LIME, MFG. LEATHERHEAD
98 TOOLS, #LTSLL836
BRACKET SLEDGE HAMMER, MFG. ZICO ZIAMATIC CORP.,
99 #SHB
32" DRYWALL HOOK, FIRE HOOKS UNLIMITED DRY WALL
HOOK, PRO-LITE HI-VIZ FIBERGLASS POLE WITH D-
100 HANDLE, MFG. THE FIRE STORE, #PLL-3DH-D
LEATHERHEAD TNT DENVER MULTI-PURPOSE FIREFIGHTER
TOOL - 35", 6.5 LBS HEAD (BLACK), MFG. FIRE PENNY, #LH-
101 TNT-TN635-B
AXE SHIELD CHROME, MFG. SOUTH PARK CORPORATION,
102 #ZAH5101C
103 WATER COOLER - YETI ROADI 48 WHEELED COOLER

RAMFAN EX50LI BATTERY POWERED VENTILATOR 2ND
GENERATION (WITH 2 40V BATTERIES) PRODUCT
104 VARIATION: EX50LI WITH DC CHARGING KIT, #EL-55ZDC
105 RAMFAN WHEEL KIT - WHEEL KIT, ORDER #EL6015
TRAFFIC CONES ORANGE - 28", MFG. THE FIRE STORE, #W-
106 RS70032CT3M64
COME-ALONG, 1 1/2 TON CABLE HOIST, MFG. LUG-ALL,
107 #3000-30
(PLUG N' DIKE) LEAK RPR DRY GRANULAR 10 LB, MFG.
108 ZORO INC, #G4216195
LOCKOUT TAGOUT KIT, CMC PANDUIT LOCKOUT /
109 TAGOUT KIT, MFG. THE FIRE STORE, #CMC-509001
110 SPRINKLER STOP VALVE, MFG. FIRE PENNY, #Q-COM

111 HOSE STRAPS, 32" HOSE & LADDER STRAP, MFG. GEMTOR
 INC, #571 YEL NYLON

 112 FIRE LINE TAPE, MFG. THE FIRE STORE, #P-105328283-TFS
 HEAT GUN, MILWAUKEE LASER TEMPERATURE GUN
 113 INFRARED 12:1 THERMOMETER, MFG. HOME DEPOT
 114 UTILITY ROPE: ½ INCH ORANGE
 115 CMC ROPE BAG, BLACK
 KIT MASTER 711 W/IMPACT WRENCH, MFG. AJAX TOOL
 116 WORKS INC, #711RKM
 DEWALT DW 20V MAX XR 4-TOOL KIT W/PS, ITEM
 117 #4968098, MODEL #DCK449E1P1
 DEWALT 2-PACK 6 AMP-HOUR; 6 AMP-HOUR LITHIUM
 POWER TOOL BATTERY KIT, ITEM #816019, MODEL
 118 #DCB206-2
 DEWALT TOUGH GRIP SET SHANK SCREWDRIVER BIT SET
 DRILL/DRIVER (110-PIECE), ITEM #1352094, MODEL
 119 #DWA110SETCCLW

 (VEHICLE LOCK OUT KIT) BIG EASY LOCKOUT TOOLS KIT
 120 (CLASSIC), MFG. STECK MANUFACTURING, #32900
 EXTINGUISH 2.5 GALLON WATER CAN, MFG. AMEREX,
 121 #240

 122 EXTINGUISH 20# ABC, DRY CHEM, MFG. AMEREX, #423
 123 EXTINGUISHER 10LB CO2, MFG. AMEREX, #330
 CAN HARNESS, MFG. FIREHOOKS UNLIMITED INC, #CH-
 124 312
 VARIABLE STRAP 16" - 25", MFG. ZICO ZIAMATIC CORP.,
 125 #UMVS-1625-11
 2" FOOTMAN'S LOOP, MFG. ZICO ZIAMATIC CORP.,
 126 #CPFL000003
 ELECTRICAL EXTENSION CORD 100 FT, 12/3 OUTDOOR
 15A, UTILITECH PRO GENERATOR CORD, MFG. LOWES,
 127 ITEM #67702, MODEL #UTP711935
 (CORD REEL) HOLDS UP TO 100 FT, 12/3 EXTENSION
 CORD, ALERT REEL PROFESSIONAL WIND-UP REELS
 128 7100CC, MFG. SUMMIT RACING, #LRT-7100CC

- 129 OIL DRY: BAGS, OIL-DRI LOOSE ABSORBENT: 3 GAL
VOLUME ABSORBED PER PKG., 25 LB WT, BAG, NOT
SCENTED, MFG. GRAINGER, #24X071, MODEL #I05025-
G70
- 130 5 GAL PLASTIC BUCKETS, TOUGH BOX 5-GALLON BUCKET
WITH LID - 5GTBxBKTBY, MFG. RURAL KING, #2767300040
GREEN DEACON BUCKET AND LID, 5.0 GAL. HIGH DENSITY
131 POLYETHYLENE ROUND PAIL, GREEN, MFG. IMPERIAL
SUPPLIES, #9216019
- 132 5-55 GAL, 6 MIL CLEAR BAGS, CONTRACTOR'S BAGS - 55-
60 GALLON, 6 MIL, CLEAR, #S-19876C
- 133 SHORT HANDLE SCRUB BRUSH, BLUE HAWK POLY FIBER
SOFT GENERAL WASH BRUSH, MFG. LOWES, ITEM #34990,
MODEL #227BHGM
- 134 GARDEN HOSE, ZERO-G TEKNOR APEX 5/8-IN X 50-FT
PREMIUM-DUTY KINK FREE WOVEN GRAY HOSE, MFG.
LOWES, ITEM #698428, MODEL #4001-50
- 135 AKRON - ADAPTER, 2.5" FEMALE X TO .75" MALE GHT
(WATER HOSE), MFG. FIRE HOSE DIRECT, #37R25G
- 136 AC WORKSNEMA 30 AMP 125/250-VOLT 4-PRONG
LOCKING FEMALE CONNECTOR WITH UL C-UL LISTING,
MFG. HOME DEPOT, #ASL1430R-BK
- 137 (4-WAY ELECTRICAL JUNCTION BOX (STANDARD COLOR
COMPANY IS GRAY) (3) L5-20R 125 VOLT TWIST LOCKS (1)
5-20 DUPLEX 4 WIRE DIRECT, 240 VOLT, MFG. AKRON
BRASS COMPANY, #EJBX-CUSTOM
- 138 WIRE FOR CORD REEL, YELLOW, 10 AWG 4 CONDUCTOR
PORTABLE CORD 600V 150 FT. YL, MFG. NASSAU
- 139 NATIONAL CABLE, #NNC0515X
JUNCTION BOX HORIZONTAL MT, MFG. AKRON BRASS
COMPANY, #EJB-HMT
- 140 (PLASTER HOOK) 6' DRYWALL. HOOK WITH D-HANDLE,
FIBERGLASS, MFG. FLAMEFIGHTER CORP., #DWH06D
- 141 HANDLE PIN MTG BRKT, MFG. ZICO ZIAMATIC CORP.,
#PPMB-C

142 AMERICAN HOOK 6', HIVIZ YELLOW, MFG. LEATHERHEAD
TOOLS, #PLY-6AH-B

143 (PIKE POLE) AMERICAN HOOK, 8 FT. PRO-LITE POLE, HIVIZ
LIME, MFG. ZORO #G7117844, MFG. #PLL-8AH-B

144 FIRE HOOKS UNLIMITED ARSON-TRASH HOOK, MFG. THE
FIRE STORE, #TRH-6D

145 (6' FDNY HOOK) NY HOOK, 6', BLACK W/ CHISEL END,
MFG. LEATHERHEAD TOOLS, #NYH-6

146 (8' FDNY HOOK) LIME GREEN, NY HOOK, 8', FIBERGLASS
W/ GAS SHUT OFF, MFG. LEATHERHEAD TOOLS

147 GAS CAN, JUSTRITE 1 GALLON OVAL NON-METALLIC RED
SAFETY GAS CAN, MFG. THE FIRE STORE, #SEN-SCOVK:

148 OVAL SAFETY CAN W/BACKET
STIHL MS 462 R C-M RESCUE, CHAINSAW IS A REAL
LIFESAVER, 20 IN. BAR WITHOUT DEPTH LIMITER KIT,
MFG. CLERMONT MOWER & EQUIPMENT

149 SPARE CHAINS FOR STIHL MS 462 R C-M RESCUE 20 IN.
CHAINSAW CHAPS, LARGE APRON STYLE CHAINSAW
CHAPS, MFG. HOME DEPOT, MODEL #CCHAPR-L,

150 INTERNET #319738233, STORE SKU #1007418064

151 STIHL TS700 14" CUTQUIK® CUT-OFF CONCRETE SAW,
MFG. POWER EQUIPMENT WAREHOUSE, #TS700-14

152 VARIABLE STRAP 11" - 16", MFG. ZICO ZIAMATIC CORP.,
#UMVS-1116-11

153 VARIABLE STRAP 16" - 25", MFG. ZICO ZIAMATIC CORP.,
#UMVS-1625-11

154 2" FOOTMAN'S LOOP, MFG. ZICO ZIAMATIC CORP.,
#CPFL000003

155 (14" CIRCULAR CARBIDE BLADE) FIRE HOOKS UNLIMITED
CARBIDE TIP POWER SAW BLADES, MFG. THE FIRE STORE,
#CBT-14-30

156 (14" CIRCULAR DIAMOND TIP BLADE), MFG. HOME
DEPOT, MODEL #HD-AC14, INTERNET #202882382, STORE
SKU #138098

14" CIRCULAR COMPOSITE BLADE, UNIFIRE COMPOSITE
 ABRASIVE MASONRY CUTTING BLADE, MFG. ALL HANDS
 157 FIRE, #UF-12MB
 ZICO PORTABLE GENERATOR MOUNT, MFG. FIRE PENNY,
 158 #ZICO-QM-PG-1
 EU2200I EU2200ITAN HONDA _ 2200 WATT 120V
 159 INVERTER GENERATOR WITH CO-MINDER™
 GLAS-MASTER RESCUE HAND TOOL, MFG. THE FIRE
 160 STORE, #GMM-2
 SEARCH LINE ROPE BAG: #1 ROPE BAG YELLOW, MFG.
 161 CMC RESCUE INC, #430107
 SEARCH LINE: ROPE, NFPA THROWLINE, 8MM, MFG. CMC
 162 RESCUE INC, #293387
 KEY FIRE HOSE COMBAT READY 1.75 50' NST, WHITE,
 163 #DP17-1000 (BUMPER) + EXTRA
 KEY FIRE HOSE COMBAT READY 1.75 50' NST, RED, #DP17-
 164 1000 (CROSS LAY)
 KEY FIRE HOSE COMBAT READY 1.75 50' NST, YELLOW,
 165 #DP17-1000 (CROSS LAY & HIGH-RISE PACK)
 KEY FIRE HOSE COMBAT READY 1.75 50' NST, ORANGE,
 166 #DP17-1000 (REAR OFFICER)
 KEY FIRE HOSE COMBAT READY 1.75 6' NST, WHITE,
 167 #DP17-1000
 KEY FIRE HOSE COMBAT READY 1.75 8' NST, RED, #DP17-
 168 1000
 KEY FIRE HOSE COMBAT READY 1.75 8' NST, YELLOW,
 169 #DP17-1000
 KEY FIRE HOSE COMBAT READY 1.75 12' NST, ORANGE,
 170 #DP17-1000
 KEY FIRE HOSE BIG-10 DJ HOSE 2.5" 12' NST, BLUE, #DP25-
 171 800
 KEY FIRE HOSE BIG-10 DJ HOSE 2.5" 50' NST, BLUE, #DP25-
 172 800
 KEY FIRE HOSE BIG-10 DJ HOSE 3" 50' NST, GREEN, #DP30-
 173 800
 KEY FIRE HOSE BIG-10 DJ HOSE 3" 12' NST, GREEN, #DP30-
 174 800
 KEY FIRE HOSE PRO FLOW 4" 100' STORZ, YELLOW, #DP40-
 175 600

176 KEY FIRE HOSE PRO FLOW 4" 25' STORZ, YELLOW, #PF-40Y-25
 177 KEY FIRE HOSE BIG-10 DJ HOSE 3" 25' NST WHITE DP30-800

178 RED 1" BOOSTER HOSE NON-COLLAPSIBLE, LIGHTWEIGHT ALUMINUM FITTINGS, MFG. FIRE HOSE SUPPLY, #5521-12

179 HYDRANT BAG - AVON HYDRANT BAG WITH HYDRANT LABEL, YELLOW, MFG. THE FIRE STORE, #CM-UB22
 180 (HIGH RISE PACK) MILWAUKEE STRAP CLEVELAND GRIP HOSE CARRIER, MFG. THE FIRE STORE, #GRP-57

181 (HIGH RISE PACK) MILWAUKEE STRAP CLEVELAND STRAPS FIRE HOSE CARRIER, MFG. THE FIRE STORE, #HS-150

182 ELKHART HOSE CLAMP 285 AND MOUNTING BRACKET, MFG. TRAFFIC SAFETY SYSTEM, #00724001,00725001
 183 CHOC SPACE SAVER, FOLDING, MFG. ZICO ZIAMATIC CORP., #SAC-44-E
 184 HOLDER HORIZONTAL, CHOC, MFG. ZICO ZIAMATIC CORP., #SQCH-44-H
 185 PENTHEON PCU50 CUTTER
 186 PENTHEON PSP40 SPREADER
 187 PENTHEON PBPA287 BATTERY
 188 PENTHEON PBCH2 BATTERY CHARGER
 189 GFCI JUNCTION BOX W/ (3) NEMA L5-20R T.L., (1) NEMA 5-20R GFCI, DIRECT WIRE, #PF51GFCI-5 (NATALE MACHINE & TOOL)
 190 VERTICAL WALL/SHELF MOUNT BRACKET FOR PF-51G JUNCTION BOX (NEW DESIGN) SILVER, #213 (NATALE MACHINE & TOOL)
 191 OVAL SAFETY CAN W/ BRACKET, #SCOVK (SENSIBLE PRODUCTS)

LOWEST TOTAL PRICE BY LINE ITEM
TOTAL COMBINED

PRICE TABLE 2 - TOOL BAG AND TOOLS

Line Item	Description
192	TOUGHBUILT - ROLLING MASSIVE MOHT BAG - XL 18" TOOL BAG
193	TEKTON HEX KEY WRENCH SET, 13-PIECE (3/64-3/8 in.) #25232
194	TEKTON HEX KEY WRENCH SET, 13-PIECE (1.27-10 mm) #25242
195	TEKTON STAR KEY WRENCH SET, 9-PIECE (T10-T50) #25291, BLACK
196	TEKTON PUNCH AND CHISEL SET, 20-PIECE (CENTER, SOLID, PIN, CHISEL) - POUCH
197	TEKTON 48 oz. BALL PEEN HAMMER, #30406
198	TEKTON 32 oz. FIBERGLAS HANDLE RUBBER Mallet, #30605
199	WOTOW BIKE CHAIN REPAIR TOOL KIT SET
200	TOUGHBUILT - FASTENER BAG, HEAVY DUTY MESH WINDOW, HANDING GROMMETS
201	TEKTON 1/4 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 55-PIECE SET
202	TEKTON 3/8 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 74-PIECE SET
203	TEKTON 1/2 in. DRIVE, 6-POINT SOCKET AND RATCHET SET, 84-PIECE SET
204	TEKTON COMBINATION WRENCH SET, 30-PIECE SET (1/4 in., 8-22 mm.) - POUCH, #90192
205	TEKTON PLIER SET, 6-PIECE, #PLR99020
206	TEKTON 12 in. ADJUSTABLE WRENCH, #23005
207	TEKTON HIGH-TORQUE SCREWDRIVER SET, 10-PIECE, #DRV43014
208	THEFIRESTORE BARRICADE TAPE, (3 in. x 1,000 ft.), 3 MIL. THICK
209	LIBMAN 24 in. POLY FIVER MULTI-SURFACE PUSH TO CENTER PUSH BROOM
210	EMI QUICK-PIK 6 in. SHOVE KNIFE

211	SPEC OPS TOOLS 10 in. NAIL PULLER CATS PAW PRY BAR, HIGH-CARBON STEEL
212	VALUE MAX 2-PIECE FLAT PRY BAR SET

LOWEST TOTAL PRICE BY LINE ITEM

PRICE TABLE 3 - SURFACE WATER RESCUE GEAR

Line Item	Description
213	STAHL SAC BY BARE 36 in. MESH DUFFEL BAG
214	KENT SAR PFD VEST SIZE X-LARGE
215	LINDY MARKER BUOY FOR FISHING (YELLOW)
216	40 in. LIFEGUARD RESCUE TUBE W/PLASTIC CLIPS
217	NRS NFPA ROPE RESCUE THROW BAG
218	IST RUBBER ROCKET FINS SIZE XXL
219	PAIRS OF SPRING CLIPS SIZE X-LARGE (FOR FINS)
220	SIZE US11 CRESSI NEOPRENE BOOTS
221	DIVE MASKS
	CRESSI ADULT DIVING DRY SNORKEL WITH SPLASH GUARD
222	AND TOP VALVE - SUPERNOVA DRY
223	GREEN SNORKEL VEST, LARGE
	SCUBA CHOICE SCUBA DIVING COMPACT BLACK
224	STAINLESS STEEL BLUNT TIP BCD KNIFE
225	RES Q ME TOOL
226	AUGSUN 10-PIECE SAFETY WHISTLE MARINE WHISTLE
227	NEOPRENE DIVE GLOVES
	PRINCETON TEC IMPACT XL MAXBRIGHT LED FLASHLIGHT
228	(YELLOW)
229	BEACH TOWELS
230	MASK DEFOG BOTTLES

LOWEST TOTAL PRICE BY LINE ITEM

TOTAL FROM PRICE TABLES 1-3
TOTAL COMBINED

		Dana Safety Supply, Inc	
Quantity	Unit of Measure	Unit Cost	Total

1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$57.77	\$57.77
1	EA	No Bid	No Bid
2	EA	\$671.65	\$1,343.30
2	EA	\$513.35	\$1,026.70
1	EA	No Bid	No Bid

1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
6	EA	\$135.63	\$813.78
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	\$178.73	\$357.46
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
3	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid

3	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
6	EA	No Bid	No Bid

1	EA	\$74.06	\$74.06
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$141.14	\$141.14
1	EA	\$213.73	\$213.73
2	EA	\$21.84	\$43.68
2	EA	No Bid	No Bid
4	EA	No Bid	No Bid
7	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
3	EA	No Bid	No Bid

3	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
3	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid

1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	\$177.51	\$177.51
4	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid

2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
8	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$131.54	\$131.54
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
5	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid

2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$133.30	\$133.30
100	FT	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$28.97	\$28.97
1	EA	\$149.22	\$149.22
1	EA	\$201.16	\$201.16
1	EA	\$265.98	\$265.98
1	EA	\$55.17	\$55.17
3	EA	No Bid	No Bid
3	EA	No Bid	No Bid
1	EA	\$198.88	\$198.88
1	EA	No Bid	No Bid

6	EA	No Bid	No Bid
4	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$5.55	\$5.55
1	EA	\$49.97	\$49.97
1	EA	No Bid	No Bid
2	EA	\$17.00	\$34.00
1	EA	No Bid	No Bid
150	FT	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
4	EA	No Bid	No Bid

1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$143.03	\$143.03
2	EA	\$136.13	\$272.26
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	\$55.55	\$55.55
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
3	EA	No Bid	No Bid
1	EA	\$148.55	\$148.55
2	EA	\$171.11	\$342.22

1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
150	FT	No Bid	No Bid
4	EA	No Bid	No Bid
4	EA	No Bid	No Bid
7	EA	No Bid	No Bid
4	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
4	EA	No Bid	No Bid
12	EA	No Bid	No Bid
1	EA	No Bid	No Bid
8	EA	No Bid	No Bid

1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
75	FT	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	\$171.31	\$171.31
3	EA	\$109.12	\$327.36
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
4	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid

\$5,044.20

		Dana Safety Supply, Inc	
Quantity	Unit of Measure	Unit Cost	Total
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
3	EA	No Bid	No Bid
3	EA	\$20.68	\$62.04

1	EA	No Bid	No Bid
2	EA	No Bid	No Bid

\$62.04

Dana Safety Supply, Inc			
Quantity	Unit of Measure	Unit Cost	Total
2	EA	No Bid	No Bid
3	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
1	EA	No Bid	No Bid
2	PAIRS	No Bid	No Bid
2	PAIRS	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	\$9.20	\$18.40
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid
2	EA	No Bid	No Bid

\$18.40

\$5,124.64

Ten-8 Fire & Safety, LLC	
Unit Cost	Total
\$25.31	\$25.31
\$93.75	\$93.75
\$111.25	\$111.25
\$56.05	\$56.05
\$56.00	\$56.00
\$273.75	\$273.75
\$60.28	\$60.28
\$41.19	\$41.19
\$40.95	\$40.95
\$286.59	\$286.59
\$74.99	\$74.99
\$46.44	\$46.44
\$726.97	\$1,453.94
\$555.64	\$1,111.28
\$124.32	\$124.32

\$625.33
\$1,852.35

\$625.33

\$1,852.35

\$155.97

\$935.82

\$9,947.06
\$54.53

\$9,947.06

\$54.53

\$200.53

\$401.06

\$148.78
\$26.34
\$174.18
\$66.93
\$411.25
\$144.88
\$1,720.09
\$95.12

\$148.78

\$52.68

\$522.54

\$133.86

\$822.50

\$144.88

\$3,440.18

\$95.12

\$309.91	\$929.73
\$499.33	\$998.66
\$747.22	\$747.22
\$594.63	\$594.63
\$321.95	\$321.95
\$34.01	\$34.01
\$245.12	\$490.24
\$237.80	\$237.80
\$174.39	\$174.39
\$43.60	\$87.20
\$25.82	\$51.64
\$28.83	\$57.66
\$29.10	\$29.10
\$27.55	\$27.55
\$176.00	\$176.00
\$48.91	\$48.91
\$1,435.98	\$1,435.98
\$32.95	\$197.70

\$68.00	\$68.00
\$15.39	\$15.39
\$1,579.27	\$1,579.27
\$432.93	\$432.93
\$282.93	\$282.93
\$166.90	\$166.90
\$226.83	\$226.83
\$25.00	\$50.00
\$18.11	\$36.22
\$38.43	\$153.72
\$38.63	\$270.41
\$722.56	\$722.56
\$1,466.46	\$1,466.46
\$774.78	\$774.78
\$332.10	\$664.20
\$748.34	\$2,245.02

\$315.27	\$945.81
\$918.88	\$1,837.76
\$953.66	\$953.66
\$391.56	\$1,174.68
\$517.68	\$517.68
\$650.73	\$650.73
\$364.02	\$364.02
\$481.32	\$481.32
\$928.98	\$928.98
\$4,325.00	\$4,325.00
\$432.93	\$432.93
\$460.00	\$460.00
\$200.98	\$200.98

\$274.15	\$274.15
\$5.00	\$10.00
\$124.76	\$249.52
\$175.61	\$175.61
\$34.26	\$137.04
\$36.35	\$36.35
\$44.96	\$89.92
\$41.55	\$83.10
\$70.12	\$70.12
\$20.28	\$20.28
\$25.37	\$25.37
\$65.42	\$65.42
\$33.64	\$33.64
\$54.25	\$54.25
\$102.04	\$102.04
\$64.63	\$129.26
\$228.05	\$456.10

\$318.29	\$636.58
\$226.57	\$226.57
\$20.28	\$40.56
\$34.26	\$274.08
\$63.75	\$63.75
\$87.66	\$87.66
\$126.83	\$126.83
\$296.34	\$592.68
\$25.37	\$25.37
\$562.50	\$562.50
\$7,211.25	\$7,211.25
\$272.81	\$272.81
\$180.43	\$902.15
\$445.63	\$445.63
\$30.50	\$30.50
\$320.98	\$320.98
\$108.75	\$217.50

\$34.39
\$36.00

\$68.78

\$36.00

\$160.00

\$160.00

\$1.43

\$143.00

\$77.68

\$77.68

\$1,838.00

\$1,838.00

\$600.00

\$600.00

\$350.00

\$350.00

\$70.00

\$70.00

\$35.00

\$35.00

\$141.35

\$141.35

\$194.85

\$194.85

\$261.62

\$261.62

\$58.54

\$58.54

\$38.85

\$116.55

\$5.00

\$15.00

\$240.00

\$240.00

\$220.00

\$220.00

\$20.00	\$120.00
\$15.00	\$60.00
\$20.00	\$20.00
\$70.00	\$70.00

\$8.00

\$8.00

\$65.00

\$65.00

\$43.70	\$43.70
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\$42.00

\$84.00

\$461.12	\$461.12
\$6.00	\$900.00
\$231.12	\$231.12
\$77.44	\$77.44
\$23.34	\$93.36

\$72.00	\$72.00
\$79.27	\$79.27
\$160.98	\$160.98
\$112.20	\$224.40
\$145.12	\$145.12
\$550.00	\$1,100.00
\$1,680.00	\$1,680.00
\$50.00	\$100.00
\$65.00	\$65.00
\$2,150.00	\$2,150.00
\$36.84	\$36.84
\$38.85	\$77.70
\$5.00	\$15.00
\$144.88	\$144.88
\$175.61	\$351.22

\$15.37	\$15.37
\$285.66	\$285.66
\$1,480.00	\$1,480.00
\$220.00	\$220.00
\$56.00	\$56.00
\$1.20	\$180.00
\$284.77	\$1,139.08
\$284.77	\$1,139.08
\$284.77	\$1,993.39
\$284.77	\$1,139.08
\$90.72	\$90.72
\$100.33	\$100.33
\$100.33	\$100.33
\$119.55	\$119.55
\$104.77	\$104.77
\$215.23	\$860.92
\$298.56	\$3,582.72
\$164.77	\$164.77
\$669.60	\$5,356.80

\$343.68	\$343.68
\$204.31	\$204.31
\$3.97	\$297.75
\$65.00	\$65.00
\$160.00	\$160.00
\$98.00	\$294.00
\$676.01	\$676.01
\$317.20	\$634.40
\$105.91	\$211.82
No Bid	No Bid
No Bid	No Bid
No Bid	No Bid
No Bid	No Bid
\$627.43	\$627.43
\$221.40	\$221.40
No Bid	No Bid
\$100,674.42	\$95,630.22

Ten-8 Fire & Safety, LLC	
Unit Cost	Total

No Bid	No Bid
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No Bid	No Bid
--------	--------

No Bid	No Bid
--------	--------

No Bid	No Bid
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No Bid	No Bid
No Bid	No Bid

No Bid	No Bid
No Bid	No Bid

No Bid	No Bid
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No Bid	No Bid
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No Bid	No Bid
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No Bid	No Bid
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No Bid	No Bid
No Bid	No Bid
No Bid	No Bid

No Bid	No Bid
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\$35.00	
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\$35.00

No Bid	No Bid
No Bid	No Bid

No Bid
No Bid

No Bid
No Bid

\$35.00

Ten-8 Fire & Safety, LLC

Unit Cost

Total

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

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No Bid

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No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

\$100,789.86

\$95,665.22



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-038
Purchase of Firefighter Equipment

RESPONSE DEADLINE: March 9, 2023 at 2:00 pm

Thursday, March 16, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-038 titled Purchase of Firefighter Equipment, the City hereby issues this Notice of Intent to Award to the following companies:

Dana Safety Supply, Inc.	\$5,124.64
Ten-8 Fire & Safety, LLC.	\$95,665.22

The award recommendation is based on the lowest line item per price table.

Sincerely,
Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Single/Sole Source and Budget Amendment		
Requested Action		
Requesting approval of single/sole source purchase from Purchase Point Equipment Supply, LLC. to acquire vehicle extrication equipment for new Engine 101 and Engine 103 and a General Fund budget amendment in the amount of \$58,336.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The purchase will provide vehicle extrication equipment for new Engine 101 and Engine 103. Engine 103 is the only front-line apparatus without extrication equipment and the set for new Engine 101 is part of the project to provide Clermont with its first fully equipped reserve truck when the current Engine 101 is replaced this summer. This purchase will ensure all front-line apparatus have vehicle extrication equipment available and a fully equipped reserve engine will result in a significant time savings for crews when front-line apparatus go in for service, allowing for more time for training and eliminating the need to take apparatus out of service during equipment changeouts. Additionally, having a fully equipped reserve engine will provide the ability to increase the fleet during storm events and provide the ability to deploy resources to other areas of the State on disaster deployments without negatively impacting the department's ability to provide coverage for the City. The purchase of these items was identified as a Council priority during the budget development workshops, however, the projects were not able to be funded at the appropriation levels approved for the FY 2023 budget. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-057 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 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 needs and there is only one company that can provide such a 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 the City Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds budgeted for this project. A General Fund budget amendment to the Fire Department's Minor Equipment account (10522-55204) in the amount of \$8,970 and Capital Equipment account (10522-66401) in the amount of \$49,336 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 23-057	RFI 23-057.pdf	
2. Quote Number 14902	Q14902 - Clermont Fire Dept.pdf	
3. Sole Auth Dealer Fla counties Clermont	Sole Auth Dealer Fla counties Clermont.pdf	



REQUEST FOR INFORMATION

RFI 23-057

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM HOLMATRO

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: March 14, 2023

DEADLINE FOR QUESTIONS: March 22, 2023

RESPONSE DEADLINE: March 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Holmatro

- I. Introduction
- II. Response Procedures.....
- III. Sole/Single Source.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Justification of Sole Source Acquisition from Holmatro

1.2. Contact Information

Kathy Johnston

Assistant Chief

439 W. HWY 50

Clermont, FL 34711

Email: kjohnston@clermontfl.org

Phone: [\(352\) 241-2213](tel:(352)241-2213)

Department:

Fire

1.3. Timeline

Solicitation Release Date	March 14, 2023
Question Deadline	March 22, 2023, 12:00pm
Response Deadline	March 22, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified 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 needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

- A. Company Name: Holmatro Rescue Equipment
- B. Product or Service Provided: Pentheon Extrication Equipment
- C. Estimated Annual Expenditure: \$60,000.00
- D. Single/Sole Source Justification: No competitive product exists or is available from another vendor.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not 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 approval of the commodity offered by the respondent.

3. SOLE/SINGLE SOURCE

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required



Quote

Purchase Point
Equipment Supply, LLC
18202 Maple Rd.
Fort Myers, FL 33967
(239) 821-8373
nate@purchasepointequip.com

Quote # 14902

Date 3-14-2023

Bill To:
City of Clermont Fire Dept.
439 W Highway 50
Clermont, FL 34711

Ship To:
City of Clermont Fire Dept.
439 W Highway 50
Clermont, FL 34711

Ship Terms Delivery by Rep

Terms	Net 30	Rep	KB	Valid Until	3-31-2023
ITEM	QUANT	DESCRIPTION	PRICE	TOTAL	
1.	159.000.063	2	PENTHEON PCU50 CUTTER	\$ 12,142.00 ea	\$ 24,284.00
2.	159.000.064	2	PENTHEON PSP40 SPREADER	\$ 12,541.00 ea	\$ 25,082.00
3.	151.000.583	8	PENTHEON PBPA287 BATTERY	\$ 714.00 ea	\$ 5,712.00
4.	151.000.742	4	PENTHEON PBCH2 BATTERY CHARGER	\$ 567.00 ea	\$ 2,268.00
5.	PP-HOL-PCU50	2	HORIZ MOUNT PCU50 CUTTER	\$ 247.50 ea	\$ 495.00
6.	PP-HOL-PSP40	2	HORIZ MOUNT PSP40 SPREADER	\$ 247.50 ea	\$ 495.00

Note: Shipping is included.

Holmatro is Proudly **Made in USA**

TOTAL

\$ 58,336.00



March 14, 2023

City of Clermont Fire Dept.
439 W Highway 50
Clermont, FL 34711

Re: Sole authorized dealer for sales and service of Holmatro Rescue products

The purpose for this letter is to certify that as of this date, the **sole factory authorized source of sales and service for Holmatro Rescue Equipment** in the Florida counties of

Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, lee, Leon, Levy, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, & Wakulla

is **Purchase Point Equipment Supply LLC**, 18202 Maple Road, Fort Myers, FL 33967. Contact: Nate Schwessinger, Tel: 239 821 8373, Email: nate@purchasepointequip.com

This information can be verified by following links to “find a dealer” on Holmatro.com, or by contacting Holmatro Inc.’s North American HQ in Glen Burnie, MD by telephone.

Thank you,

A handwritten signature in black ink, appearing to be "Nate Schwessinger". The signature is stylized with large, sweeping letters and a long horizontal stroke at the end.

Nate Schwessinger
President



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Requesting approval to piggyback contract number 22-730K from Lake County with Ten-8 Fire & Safety, LLC. to purchase fire equipment and a General Fund budget amendment in the amount of \$84,614.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Procurement Services Department sought a contract from the Lake County B.C.C. number 22-730K, to purchase firefighter equipment in anticipation of the new fire truck. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. This contract will provide firefighter equipment for the purchase of equipment for new Engine 101 allow current Engine 101 to go into reserve status as a fully-equipped engine when new Engine 101 arrives this summer. Having a fully equipped reserve engine will result in a significant time savings for crews when front-line apparatus go in for service, allowing for more time for training and eliminating the need to take apparatus out of service during equipment changeouts. Additionally, having a fully equipped reserve engine will provide the ability to increase the fleet during storm events and provide the ability to deploy resources to other areas of the State on disaster deployments without negatively impacting the department's ability to provide coverage for the City. This project was identified as a Council priority during the budget development workshops, however, it was not able to be funded at the appropriation levels approved for the FY 2023 budget. The fiscal impact of \$84,614 is not included in the current year's approved budget, therefore a budget amendment is recommended. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds budgeted for this project. A General Fund budget amendment to the Fire Department's Minor Equipment account (10522-55204) in the amount of \$335.00 and Capital Equipment account (10522-66401) in the amount of \$84,279.00 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Sales Quotation_231001928_CLERMONT_UPDATED	Sales Quotation_231001928_CLERMONT_UPDATED.pdf



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CLERMONT FIRE DEPT.

439 E. HIGHWAY 50
CLERMONT FL 34711
USA

Original

QUOTATION

Quote Number	Document Date	Page
231001928	03/15/23	1/1
Customer No.	Federal Tax ID - Business Partner	
C00192	45-8012076477-5	
PO Number	*	
Sales Employee	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Document Owner	Email	
Huynh, Khanh P	khuyh@ten8fire.com	
Delivery Address		

CLERMONT FIRE DEPT.

400 12TH STREET
CLERMONT FL 34711
USA

Description	Quantity	UoM	Vendor	Price	Total
A-G1FS444MD2C2LGR G1 SCBA HP CONFIGURATION OPTIONS: List price: \$13,328.00	6	EA	MSA SAFETY SALES, LLC	9,996.00	59,976.00
10175708 CYL,G1 LP RC,4500 PSIG, 45MINS W/QC.\$1,890.00	12	EA	MSA SAFETY SALES, LLC	1,417.50	17,010.00
10206313 G1 RIT System, 4500, FCPC, Reg, 6-Ft Q-F,UEBSS. \$6,630.00	1	EA	MSA SAFETY SALES, LLC	5,635.50	5,635.50
10175710 CYL,G1 RC,4500 PSIG, 60 MINS W/QC. \$2,210.00	1	EA	MSA SAFETY SALES, LLC	1,657.50	1,657.50
RBL303 L3 LITE-SPEED RIT BAG (RED)	1	EA	TRUE NORTH GEAR, LLC	335.00	335.00
FRGT01 FREIGHT CHARGE INCLUDED	1			0.00	0.00
PRICED PER LAKE CO. CONTRACT #22-730K EXPIRES 07/31/2023					

Shipping:

Subtotal:	\$ 84,614.00
Total Before Tax:	\$ 84,614.00
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 84,614.00

Valid Until: **04/15/2023**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Piggyback City of Cocoa Contract		
Requested Action		
Requesting approval to piggyback contract number B-23-05-COC-A from the City of Cocoa with Danella Construction Corp of Florida, Inc. to provide fiber installation and maintenance services.		
Staff Report		
The Procurement Services Department and the Information Technology Department recommend approval of the above action. At the request of the Information Technology Department, the Procurement Services Department sought a contract from the City of Cocoa number B-23-05-COC-A, to acquire fiber installation and maintenance services. The City of Cocoa contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The contract includes an initial three (3) year agreement with two (2) additional one (1) year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking the City of Cocoa contract number B-23-05-COC-A . This contract will provide fiber installation and maintenance on an as-needed basis. The estimated value of this contract is \$75,000 per year. The use of piggyback contracts is allowed under the Procurement Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. B-23-05-COC Bid Tabulation	B-23-05-COC Bid Tabulation.pdf	
2. FULLY EXECUTED B-23-05-COC-A Fiber Optic Network Agreement	FULLY EXECUTED B-23-05-COC-A Fiber Optic Network Agreement.pdf	



**CITY OF COCOA
MASTER TABULATION SHEET**

ITB B-23-05-COC

Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

Bid Tabulation: January 17, 2023

VENDOR	Group 1	Group 2	Group 3	Group 4
Danella Construction Corp. 581 Washburn Rd Melbourne FL 32934	103.50	382.95	131.85	NO BID
Morse Communications Inc. 395 East Drive Melbourne FL 32904	121.00	NO BID	NO BID	185.81 * 122.21
Precision Contracting Services 15834 Guild CT Jupiter, FL 33478	174.00	503.85	454.46	119.28
Atlantic Electrical Systems PO Box 61569 Palm Bay, FL 32906	139.00	NO BID	Pages ★ Missing	155.56

* Bid Price
revised
due to unit
price error
Bridal
1/18/23

**FIBER INSTALLATION AND MAINTENANCE
AGREEMENT
B-23-05-COC-A**

THIS AGREEMENT is made and entered into this 22nd day of February, 2023, by and between the **CITY OF COCOA**, a Florida Municipal Corporation, ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Danella Construction Corporation of Florida, Inc** a Florida Profit Corporation, authorized to conduct business in the State of Florida, whose principal address is 581 Washburn Road, Melbourne, FL 32934.

WITNESSETH:

WHEREAS, City has a need to obtain construction, installation, equipment supply, material supply, system design, maintenance services, and repair services related to the City's fiber optic network from time to time on an as-needed, task-oriented basis; and

WHEREAS, Contractor is willing and able to provide such services to the City under the terms and conditions of this Agreement as stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two additional one-year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect upon the expiration of the term of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended occasionally, which shall constitute authorization for Contractor to provide the Services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said Date.

c. "Contractor" shall mean **Danella Construction Corporation of Florida** and its principals, employees, resident project representatives, and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 of this Agreement, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages Contractor and Contractor agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make requests of Contractor to perform construction, installation, equipment and material supply, and maintenance and repair services on a "task" basis. A general Scope of Work, i.e., a broad list of the services that may be provided by Contractor is included in the City's **Invitation for Bid B-23-05-COC for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance, dated December 14, 2022, incorporated herein by reference as Exhibit "A."** The Technical Specifications in Exhibit "A" shall be adhered to for any services performed pursuant to this Agreement. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit "A." Each phase of the Project shall be ordered by separate Task Order.

2.2 Fiber Construction, Installation, System Design, and Non-Emergency Maintenance and Repair Task Orders. When the City desires to enter into a specific Task Order, the City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. Contractor will generate a detailed Scope of Work document, prepare a Schedule, add

a fee component (e.g., a not-to-exceed fee amount or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown shall consist of a list of major sub-tasks with corresponding cost breakdowns, including man-hour and/or unit price breakdowns if applicable, for all work to be performed. In no event shall the Task Order's total amount exceed those hourly rates and unit prices included in Contractor's cost schedule contained in its **RFP Response, dated January 17, 2023, which is incorporated by reference herein and attached as Exhibit "B."** The cost breakdown shall include all subcontractor or subconsultant work and the Task Proposal shall include the written price proposals from all subcontractors and subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by Contractor through a Task Order may contain written terms and conditions which are deemed supplemental to this Agreement.

2.3 Repair Task Orders. Repair task orders shall follow the same Task Order procedure as established in Section 2.2 above, except in the case of emergency repairs. As provided in Exhibit A, emergency repairs must be responded to as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa

Given these rapid response times, a formal Task Order may not be prepared for emergency repairs. Emergency purchase procedures contained in the City's then-current Financial Operations Manual shall govern. Hourly rates and unit prices invoiced to the City for emergency repairs shall not exceed those contained in Exhibit "B."

2.4 Equipment Purchase Orders. The City may make request of Contractor to sell certain equipment or supplies listed in Exhibit "A" and Exhibit "B" on a "purchase order" basis. When the City desires to place a specific order for equipment, the City may communicate with Contractor, verbally or in writing, a general description of the equipment needed. Contractor will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Contractor shall include a price for the equipment that is no greater than the price included in its Cost Schedule in Exhibit "B." The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than \$1,500.00 or as otherwise provided in the City's Financial Operations Manual policy, may use a purchase card to make the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, Contractor shall deliver the equipment

ordered therein.

2.5 For any Task Order accepted, the City will issue a notice to proceed to Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, Contractor shall perform the services set forth in the Task Order.

2.6 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other companies to provide services performed by Contractor herein. The City shall have no obligation to purchase equipment or solicit Task Order proposals from Contractor during the term of this Agreement. The need to construct projects, performs repairs, and purchase equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular amount of equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities that will be ordered or amounts that will be spent during the contract period.

2.7 The maximum hourly rates and unit prices that can be charged under this Agreement by Contractor are set forth in **Exhibit "B."**

3.0 CONSTRUCTION TASKS

Construction Services shall be subject to the following requirements, except as otherwise provided herein. Construction Services shall include constructing conduit runs, constructing conduit runs simultaneously with installation of fiber, projects involving excavation of the right-of-way, pulling new fiber through existing conduit runs, and repairing major fiber cuts. Maintenance and minor fiber repairs, minor splicing, and replacement of supporting fiber facilities equipment involving mere access to existing infrastructure through handholes and other access points in the City's fiber optic network shall not be considered "Construction Services" herein.

3.1 Contractor shall furnish and be responsible for all labor, materials, supervision, transportation, and all other functions necessary or required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

3.2 To the extent that Contractor provides Construction Services utilizing third parties, Contractor shall ensure that the subcontractor is willing to comply with the terms and conditions of this Agreement. Any construction contract between Contractor and the subcontractor must be immediately assignable to the City, upon the City's written request to Contractor and subcontractor, in the event that Contractor terminates this Agreement or Contractor defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of Contractor terminating this Agreement or default. The construction subcontractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form

of said indemnification agreement shall be subject to approval of the City Attorney. Further, the construction subcontractor must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 11.0. The subcontractor must also comply with E-Verify regulations as outlined in Section 40.0 below. Except for fiber repairs, the construction subcontractor shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney. Promptly after the execution of a Task Order where third party subcontractors may be utilized, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to the Task Order. Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement. In the event any work under this Agreement is performed by a subcontractor, Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

3.3 Except when accessing already existing conduit infrastructure, Contractor shall obtain utility locates and shall confirm the location of all nearby underground utilities within the construction route. Contractor shall: (a) visually spot via hand digging, or vacuum excavation where needed, all utilities running parallel to proposed construction routes that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction routes that lie within three to five feet of the route.

3.4 Contractor shall use a horizontal directional drill for the installation of conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

3.5 Upon completion of a Construction Services project, Contractor shall provide City with final maps, grids, construction and signed off As-Built drawings, as applicable, and other records reasonably requested by City.

3.6

For all Task Orders for Construction Services greater than \$200,000, Contractor shall be required to execute a payment and performance bond in accordance with Florida Statutes for public construction projects. The form of said bonds shall be in accordance with Exhibit "C" attached to this Agreement. For Task Orders for Construction Services less than \$200,000, execution of a performance and payment bond is not required unless the City requests such bond in writing when issuing the Task Order. If such a bond is requested, it shall be subject to approval of the City

Attorney and shall be included as an Exhibit to the Task Order. In the event no bond is requested by the City, prior to receiving the final payment hereunder shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against Contract resulting from completion of the work identified in the Task Order. The Contractor shall provide a certified list of all subcontractors, laborers, and material suppliers to the City within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

3.7 Contractor shall conduct Acceptance Testing upon completion of construction as specified in Exhibit "A". If upon inspection of the Acceptance Testing report the City determines that the fiber facilities are not performing in accordance with accepted industry standards or those specified in Exhibit "A", it shall provide Contractor with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, Contractor shall correct any such deficiencies at Contractor's sole cost. The City shall provide a notice of acceptance of the fiber facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the fiber facilities is in conformance with industry standards.

3.8 Contractor shall be required to execute a Bill of Sale for installed conduit, fiber optic cables, and appurtenances thereto following Acceptance.

3.9 For Construction Services, the Task Order shall determine whether payment for the Services shall be made in lump sum upon Acceptance of the fiber facilities or in progress payments.

(a) For Construction Services, the Task Order may call for a lump sum payment upon Acceptance of the fiber facilities by the City after inspection. Prior to any payment, City shall require Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's, its contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

(b) For Construction Services, the Task Order may call for progress payments based on application for payments submitted to the City, by Contractor, as the work progresses. Progress payments may be withheld as provided in Section 3.10 below.

City shall withhold up to 5% of each progress payment made to the Contractor throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment, if applicable. The City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall

not be due until Contractor has delivered to the City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying him against such claims and Contractor has delivered all close-out documentation.

By making payments, the City does not waive any claims including but not limited to those relating to:

- i. Faulty work appearing after substantial completion has been granted;
- ii. Work that does not comply with the Contract Documents/plans and specifications approved by the City;
- iii. Outstanding claims of liens; or
- iv. Failure of Contractor to comply with any special guarantees required by the Contract Documents/plans and specifications approved by the City.

3.10 Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; (4) Contractor not making prompt and proper payments for labor, materials, or equipment furnished it; (5) another contractor is damaged by an act for which Contractor is responsible; (6) in the opinion of the City, Contractor's work is not progressing satisfactorily; or (7) Contractor's failure to perform pursuant to the terms and conditions of this Agreement. Further, the City may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in a Task Order if Contractor is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

3.11 Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all port, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work hereunder.

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

(b) Contractor warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the plans and specifications approved by the

City, and that all work will be of good quality, free from faults and defects, and conform with such plans and specifications. All work not conforming to these standards may be considered defective at the sole option of the City.

(c) Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

(d) Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the approved plans and specifications are at variance herewith.

(e) Contractor shall be solely responsible for any and all acts and omissions of Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with Contractor.

(f) Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

(h) All materials stored on the job site shall remain the responsibility of Contractor until incorporated into the work.

3.12 In addition to any other remedy provided by law or in this Agreement, for Construction Services, if Contractor has defaulted or neglected to carry out the work in accordance with the approved plans and specifications; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City; or has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to Contractor and without prejudice to any other remedy it may have, terminate this Agreement or, at the City's option, the particular Task Order, and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the price agreed upon in the Task Order, and if the unpaid balance of such price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but if such expenses exceed such unpaid balance, Contractor shall pay the difference to the City's account. The City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

3.13 For Construction Services, Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, agents, engineer, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

3.14 The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Bid Proposal all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

3.15 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not substantially complete within the time specified in specific Task Orders, plus any extensions thereof allowed. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, City and Contractor agree that the City may establish an amount of liquidated damages for delay (but not as a penalty) in each Task Order. The liquidated damages established in any Task Order are intended to apply even if Contractor is terminated, in default, or if the Contractor has abandoned the Work. This provision binds Contractor's performance bond surety.

4.0 CHANGES IN THE SCOPE OF WORK

4.1 City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Article 6.0 herein. All Change Orders shall be authorized in writing by City's and Contractor's designated representative. Additions, elections, or deletions to the Work performed by Contractor without authorization of a signed Change Order shall not result in an adjustment in the contract price or time for the completion of the Work.

4.2 All of City's said Task Orders and amendments thereto shall be performed in strict

accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

5.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 4.1 and 20.1 herein.

5.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

6.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

6.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that billed Contractor by the independent professional associates and consultants. Prior to payment by the City, Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

6.3 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay Contractor or independent professional associate or consultant, which is used as a witness or expert,

an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Contractor shall be bound by any attorney-work product public records exemption laws and rules.

6.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

6.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

6.6 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

6.7 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Contractor for any money owed to the City by Contractor.

6.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

6.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.10 Acceptance of Payment. Acceptance of final payment by Contractor for a specific Task Order shall constitute a release of all claims for payment which Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against Contractor or to any remedies the City may pursue with respect to such claims.

6.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Contractor for any claims relating to the validity of a finding by the City of overpayment.

6.12 Partial Payments. Payment made to Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

7.0 RIGHT TO INSPECTION

7.1 The City and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

9.1 Contractor shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants), and subcontractors while performing Services provided hereunder.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. Contractor shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 in the aggregate to protect Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by Contractor or by anyone directly employed by or contracting with Contractor, and with a deductible not greater than \$5,000.00 unless otherwise approved by the City Manager.

c. Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor.

d. Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

11.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

11.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and Contractor by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Contractor shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Contractor. Contractor shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." Contractor shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Contractor in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Contractor shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

11.4 Independent Associates and consultants. All independent associates, consultants and subcontractors employed by Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

13.0 REPRESENTATIONS AND WARRANTIES

13.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants or subcontractors (if any), and for the approval of submissions by authorities having jurisdiction over the services. Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to the Services. Contractor shall review laws, codes, and regulations applicable to Contractor's Services. Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. Contractor represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

13.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment. Contractor shall correct and remedy any work that fails to conform to the requirements of the approved plans and specifications where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of one year from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City; or within such longer period of time as may be prescribed by law.

The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of Contractor.

14.0 GUARANTEE AGAINST INFRINGEMENT

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

15.0 DOCUMENTS

15.1 Public Records. Pursuant to Florida Statutes Chapter 119 and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the

transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. Contractor acknowledges that if a civil action is filed against Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to Contractor.

b. Ownership of Documents. The City and Contractor agree that upon payment of fees due to Contractor by the City for a particular design, report, inventory list, compilation, drawing,

specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Contractor or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

16.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

17.1 With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Contractor is such that the Contractor is an independent contractor and not an agent of the City. The Contractor, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Contractor, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and any subcontractors hired by Contractor during the term of this Agreement.

18.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

18.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

(a) Except for construction services, Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Contractor shall have such time as is reasonably necessary to remedy the default, provided Contractor promptly takes and diligently pursues such actions as are necessary therefor; or

(b) Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

(c) Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

(d) Contractor has committed any act of fraud or any other unlawful act upon the City or another party; or

(e) Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(f) Contractor has assigned this Agreement or any Task Order without the City's prior written consent.

(g) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

(h) In the event of such termination upon default and breach of this Agreement, any completed services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due to the City from Contractor can be determined.

19.0 TERMINATION

19.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's equipment or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

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

23.0 SEVERABILITY

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

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 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 the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

29.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida. The Contractor's surety is bound by this provision.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

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

For Contractor:

Danella Construction Corporation of Florida, Inc

Attention: Thomas Schinske

581 Washburn Rd

Melbourne, FL 329

For City:

City of Cocoa

Attention: City Manager

65 Stone Street

Cocoa, Florida 32922

(321) 433-8686

32.2 Either party may change the notice address by providing the other party written notice of the change.

32.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33.0 SOVEREIGN IMMUNITY

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

35.1 For non-construction services, Contractor agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City and its elected officials, employees, officers, agents and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractor's performance of the services and work being performed under this Agreement; (b) Contractor's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor's or any subcontractor's performance under this Agreement; (c) any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement; (d) Contractor's or any subcontractor's failure to properly expend the funds provided by City for the work and services provided in this Agreement; (e) any patent, trademark or copyright infringement claims made against the City with regards to the plans and specifications; and (f) all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher's of machines and parts thereof, equipment, tools, and all indemnification provided above shall obligate Contractor to defend at its own expense or to provide

for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, which may result from the services and work performed under this Agreement whether the services and work are performed by Contractor, by subcontractors, or anyone directly or indirectly employed by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2 Contractor shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Contractor's breach and caused by other persons employed by the Contractor in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 35.1 and 35.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

35.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in article 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Contractor is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 CONFLICT OF INTEREST

38.1 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the City's Personnel Policies.

b. The Contractor hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15)), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

c. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39.0 ADDITIONAL ASSURANCES

39.1 Contractor for itself and its subcontractors, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

(d) The undersigned is authorized to execute this Agreement on behalf of the Contractor and said signature shall bind Contractor to this Agreement. No further action is required by Contractor to enter into this Agreement other than Contractor's undersigned representative execution of the Agreement.

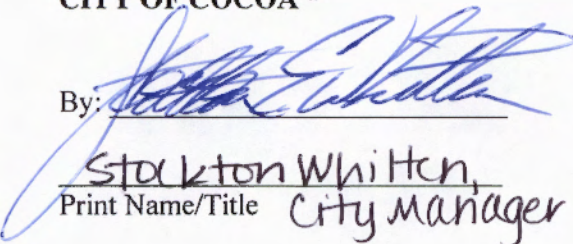
40.0 E-VERIFY

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

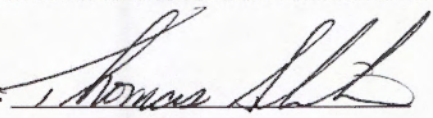
- a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

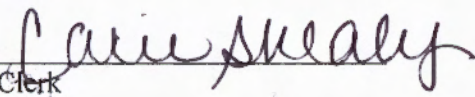
CITY:
CITY OF COCOA *

By: 
Print Name/Title Stockton Whithen
City Manager

CONTRACTOR:
DANELLA CONSTRUCTION CORPORATION OF FLORIDA

By: 
Print Name/Title Thomas Schinske, Vice President

ATTEST:

By: 
City Clerk



Fiber Installation and Maintenance Agreement
City of Cocoa and Danella Construction Corporation of Florida
Page 26 of 31

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
ITB B-23-05-COC DATED DECEMBER 14, 2022

EXHIBIT B
CONTRACTOR RESPONSE DATED JANUARY 17, 2023

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

RESPONSE COVER PAGE

COMPANY NAME	Danella Construction Corporation of Florida, Inc
ADDRESS	Corporate: 581 Washburn Rd, Melbourne, FL 32934 Office Supporting ITB Work: 717 Industry Rd S, Cocoa, FL 32926
PRIMARY CONTACT	Thomas Schinske
TELEPHONE #	Corporate: 321-259-6124 Cocoa Office: 321-877-4632
EMAIL ADDRESS	washburn@danella.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
☒	Original Submittal Package bound with binder clip
☒	Cover Letter as per section 1.02
☒	Attachment "B" Insurance
☒	Attachment "C" Addendum Acknowledgement
☒	Attachment "D" Bid Security Bond (if required)
☒	Attachment "E" Bid Price Schedule
☒	Attachment "F" Trench Safety (if required)
☒	Attachment "G" Certificate of Non-Segregated Facilities
☒	Attachment "H" Drug-Free Workplace
☒	Attachment "I" Conflict of Interest and Non-Collusion
☒	Attachment "J" Organizational Info
☒	Attachment "K" Subcontractor Participation
☒	Attachment "L" References
☒	Attachment "M" Truth-in-Negotiations
☒	Attachment "N" Solicitation Label affixed to envelope
☒	Attachment "O" Scrutinized Companies
☒	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
☒	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
☒	Proof of Florida Registration
☒	Professional License(s) (if required)
☒	W9
☒	Proof of Insurance (Sample COI)
☒	USB drive with electronic copy of submittal, including excel version of Bid Price Schedule

City of Cocoa
Finance Department – Purchasing & Contracts Division
65 Stone Street
Cocoa, FL 32922

Re: ITB B-23-05-COC

Dear Purchasing Manager,

Danella Construction Corp. of Florida, Inc. offers complete turnkey services associated with this ITB with a professional license to complete underground utility work. A fully staffed construction office located in Cocoa, FL with experience working with various municipalities, service providers, and large site general contractors on past projects can complete construction projects for all fiber optic network needs. Our construction team has the equipment, resources, experience, and qualifications to complete any fiber optic work including in house permit processing, directional boring, excavating crews, and installation for aerial or underground fiber optic cables as well as a qualified and Corning Certified splicing crew.

Danella is a well-established company and will be around for years to come when you need them. Founded in 1972 and incorporated in Florida since 1984, Danella has the established finances, resources, safety program, and policies for being a partner with the City of Cocoa for years to come. Danella has 5 offices and over 75 employees in the state of Florida. The office responsible for this ITB with the required resources is located in Cocoa. With years of experience working under similar contracts with great success and client satisfaction. Our proposal offers the City of Cocoa an experienced and reliable service from Danella Construction for construction, fiber installation, and splicing at a competitive rate and a quality second to none.

Corporate Primary Contact:

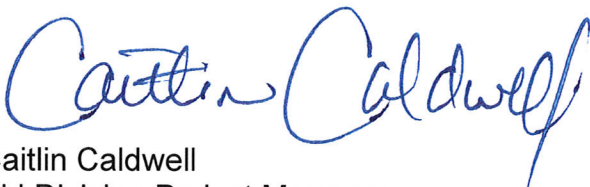
Thomas Schinske
581 Washburn Rd, Melbourne, FL 32934
Phone: 321-259-6124
Email: washburn@danella.com

Cocoa Office Primary Contact:

Caitlin Caldwell
717 Industry Rd S, Cocoa, FL 32926
Phone: 321-877-4632
Email: ccaldwell@danella.com

Danella Construction appreciates this opportunity to continue our relationship with the city of Cocoa,

Sincerely,



Caitlin Caldwell
Bid Division Project Manager

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "B"
Insurance Requirements

- A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$2,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Cocoa
 c/o Administrative Services Director
 65 Stone Street
 Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		


 AFFIANT SIGNATURE

Thomas Schinske
 Typed Name of AFFIANT

Vice President
 Title

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Danella Construction Corp., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



Whitney A. Frizell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025

NOTARY PUBLIC Whitney A. Frizell
 STATE OF Florida
 MY COMMISSION EXPIRES: 6/14/25

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

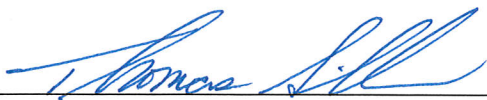
Addendum No. <u>1</u>	Dated: <u>12/28/2022</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
 Danella Construction Corporation of Florida, Inc

Mailing Address:
 581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com

	<u>Thomas Schinske</u>	FEIN: <u>59-2453991</u>
Authorized Signatory	Printed Name	
<u>Vice President</u>	<u>01/17/2023</u>	
Title	Date	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "E"

Bid Price Schedule and Acceptance of Terms and Conditions

EXCEL FILE INCLUDED

Complete the ITB Price Schedule MS Excel file attached to this solicitation announcement. Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Print out all worksheets in the excel file and include along with this Attachment.

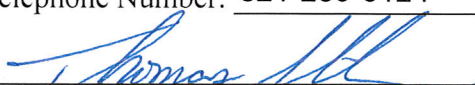
Will your company extend these prices to other governmental agencies in the State of Florida? Yes ___ No ___

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Bidder/Contractor Name: Danella Construction Corporation of Florida, Inc

Mailing Address: 581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 E-mail Address: washburn@danella.com


 Authorized Signatory Thomas Schinske FEIN: 59-2453991
 Printed Name

Vice President
 Title 01/17/2023
 Date

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by

Thomas Schinske as Vice President of Danella Construction Corp. of FL Inc.
 who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.


 Whitney A. Fritzell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025

Whitney A. Fritzell
 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

Group 1			
System Design & Engineering Labor			Per Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	\$156.25
100-4-102	CADD Operator	HR	\$156.25
100-5-	Comm Cable-Electronics Technician (Travel / Standby)	HR	\$80.00
100-5-	Comm Cable-Electronics Technician (Onsite)	HR	\$86.50
100-6-	Communication Cable Installer (Travel / Standby)	HR	\$62.50
100-6-	Communication Cable Installer (Onsite)	HR	\$68.75
100-7-	Communication Duct Installer (Travel / Standby)	HR	\$62.50
100-7-	Communication Duct Installer (Onsite)	HR	\$68.75

Average Price of Highlighted Unit Costs in Group \$103.50

Group 2			
OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	\$113.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	\$7.25
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$3.45
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	\$7.95
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$10.65
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$11.95
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$13.10
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$3.75
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$4.40
200-6-12-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	\$22.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	\$33.25
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	\$115.00
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	\$73.75
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	\$78.25
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$101.50
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	\$106.50
200-7-TW	Detectable Tracer Wire (F&I)	LF	\$0.95
200-7-MT	Detectable Marking Tape (F&I)	LF	\$0.55
200-7-JL	Jet Line (F&I)	LF	\$0.45
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	LAC	\$75.00
Pull Boxes and Junction Boxes		Per	Unit Price
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	LAC	\$9,405.00
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	LAC	\$9,935.00
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	LAC	\$1,544.25
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	LAC	\$1,786.50
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	LAC	\$1,025.00

Average Price of Highlighted Unit Costs in Group

\$382.95

Brian Dale

From: Caitlin Caldwell <ccaldwell@danella.com>
Sent: Monday, January 23, 2023 1:00 PM
To: Brian Dale
Cc: Purchasing
Subject: RE: Response to B-23-05-COC
Attachments: Group 2 Response Correction - 1.23.2023.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mr. Dale,

Good afternoon! Thank you for the opportunity to clarify/correct. Attached you will find the corrected Group 2 item 200-5-12-24, initialed and dated as requested. This was a simple double tap of the finger when typing the numbers into the spreadsheet and I did not catch the mistake before submitting the proposal.

Please let me know if you need any further information about this or any other part of our bid.

Thank you again,

Caitlin Caldwell

Bid Division Manager



Danella Construction Corp. of FL, Inc.

717 S. Industry Road
Cocoa, FL 32926

Direct 321-877-4632

Mobile 321-704-3274

Fax 321-877-4634

Pride in everything we do.

www.danella.com



1/23/2023
CFC

Group 2		Per	Unit Price
OSP Construction Conduit			
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	\$113.35 \$11.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	\$7.25
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$3.45
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	\$7.95
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$10.65
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$11.95
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$13.10
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$3.75
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$4.40
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	\$14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	\$22.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	\$33.25
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	\$115.00
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	\$73.75
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	\$78.25
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$101.50
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	\$106.50
200-7-TW	Detectable Tracer Wire (F&I)	LF	\$0.95
200-7-MT	Detectable Marking Tape (F&I)	LF	\$0.55
200-7-JL	Jet Line (F&I)	LF	\$0.45
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	LAC	\$75.00
Pull Boxes and Junction Boxes		Per	Unit Price
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	LAC	\$9,405.00
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	LAC	\$9,935.00
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	LAC	\$1,544.25
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	LAC	\$1,786.50
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	LAC	\$1,025.00

Average Price of Highlighted Unit Costs in Group

\$382.95

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$2.90
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$3.10
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$3.25
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	\$3.45
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$3.65
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$4.10
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$3.00
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$3.25
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$3.60
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	\$3.85
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$4.25
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$5.05
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	\$1.40
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	\$1.60
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	\$1.85
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	\$2.05
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	\$2.50
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	\$3.20
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	\$2.80
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	\$2.95
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	\$3.15
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	\$3.50
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	\$3.85
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	\$4.55
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	\$5.00
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	\$5.15
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	\$5.35
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	\$5.70
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	\$6.05
201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	\$6.75
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	\$4.40
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$4.75
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	\$2.71
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	\$4.65
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	\$7.75
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	\$12.10
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	\$14.60
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	\$23.00
Fiber Optic Cable - ISP		Per	Unit Price
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	\$2.03
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	\$3.05
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	\$6.12
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	\$6.94
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	\$12.20

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	\$18.28
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	\$2.20
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	\$3.77
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	\$7.97
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	\$12.19
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	\$15.78
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	\$23.00
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	\$3.38
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	\$5.70
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	\$12.24
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	\$17.76
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	\$23.75
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	\$34.73
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	\$3.46
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	\$6.50
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	\$14.84
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	\$22.03
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	\$28.10
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	\$38.66
Fiber Optic Cable - Preterm Drops		Per	Unit Price
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	\$1,085.72
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	\$1,411.22
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	\$1,085.72
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	\$1,411.22
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	\$1,396.86
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	\$318.64
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	\$2,392.34
201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	\$368.57
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	\$4,584.12
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	\$368.57
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	\$6,009.68
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	\$469.64
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	\$7,862.78
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	\$489.21
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	\$647.13
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	\$471.24
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	\$6,270.97
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	\$469.64
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	\$7,862.78
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	\$489.21
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	\$60.19
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	\$30.19
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	\$84.19

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	\$30.19
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	\$112.25
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	\$40.25
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	\$57.34
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	\$21.34
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	\$60.38
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	\$24.38
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	\$60.95
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	\$24.95
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	\$61.78
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	\$56.54
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	\$61.56
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	\$61.88
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	\$51.34
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	\$56.35
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	\$57.22
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	\$45.72
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	\$597.35
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	\$429.00
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	\$681.55
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	\$429.00
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	\$793.50
201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	\$456.70
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	\$1,017.30
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	\$512.20
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	\$1,181.75
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	\$592.45
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	\$1,489.80
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	\$647.85
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	\$336.75
201-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EACH	\$61.40
201-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EACH	\$36.20
201-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EACH	\$112.00
201-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EACH	\$65.50
201-8-A	Fusion Splice Heat Shrink < 1.00 OSP includes pigtail as needed (F&I)	EACH	\$30.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FO/SC (I only)	EACH	\$7.00
OSP Construction - Aerial		Per	Unit Price
201-10-1A	Messenger Cable 1/4" (F&I)	LF	\$1.64
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	\$1.62
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	\$190.20
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	\$123.00
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	\$27.38
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	\$20.81

Group 3			
Fiber Optic Cable - OSP		Per	Unit Price
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	\$78.72
201-10-G	Place 2" Riser Heatshrink (F&I)	EACH	\$75.60
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	\$343.20
OSP Construction - UG		Per	Unit Price
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	\$1.50
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	\$0.36
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	\$1.20
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	\$1.50
Communication Cabinets - OSP		Per	Unit Price
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	\$4,954.80
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	\$5,748.00
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	\$4,744.80
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	\$707.73
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	\$859.99
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	\$1,464.00
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	\$720.00
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	\$3,840.00
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	\$6,144.00
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	\$6,588.00
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	\$6,370.80
203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	\$15,350.00

Combined Pricing of all Highlighted Unit Costs in Group

\$131.85

Group 4			
Multi-Pair Cables - ISP / OSP		Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	No Bid
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	No Bid
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	No Bid
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	No Bid
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	No Bid
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	No Bid
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	No Bid
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	No Bid
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	No Bid
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	No Bid
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	No Bid
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	No Bid
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	No Bid
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	No Bid
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	No Bid
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	No Bid
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	No Bid
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	No Bid
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	No Bid
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	No Bid
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	No Bid
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	No Bid
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	No Bid
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	No Bid
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	No Bid
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	No Bid
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	No Bid
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	No Bid
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	No Bid
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	No Bid
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	No Bid
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	No Bid

Group \$0.00

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

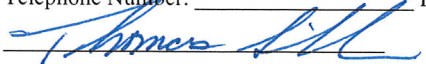
If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1. Trench Box	Ea			
2. Shoring	Ft			
3.				
4. ***Danella Construction Corporation of Florida acknowledges the OSHA requirements for trench excavations for the various types of soils. We will follow the requirements as needed on a project by project basis.				
5.				

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Danella Construction Corporation of Florida, Inc
 Mailing Address: 581 Washburn Rd, Melbourne, FL 32934
 Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com
 Thomas Schinske FEIN: 59-2453991
 Authorized Signatory Printed Name
Vice President 01/17/2023
 Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

Danella Construction Corporation of Florida, Inc

Mailing Address:

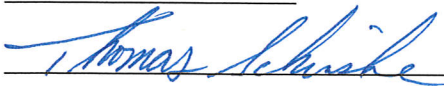
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124

Fax Number: 321-242-0106

E-mail Address:

washburn@danella.com



Thomas Schinske

FEIN:

59-2453991

Authorized Signatory
Vice President

Printed Name
01/17/2023

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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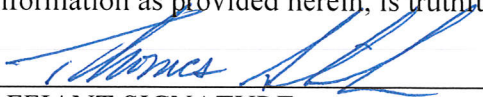
Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.


 AFFIANT SIGNATURE

Thomas Schinske

Typed Name of AFFIANT

Vice President

Title

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

STATE OF Florida
 COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Donella Construction Corp. of Fla., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Whitney A. Frizell
 NOTARY PUBLIC, State of Florida



Whitney A. Frizell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

Attachment “I”

Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Danella Construction Corporation of Florida, Inc whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2453991 of the individual signing this sworn statement: Thomas Schinske.

My name is Thomas Schinske and my relationship to the above entity is Vice President.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

A. The entity hereby submits a proposal/offer to ITB # B-23-05-COC for Fiber Optic Cable, Equip, Mat'ls, Supplies, Installation, & Maint. Services.

- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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C. NON-COLLUSION PROVISION CERTIFICATION

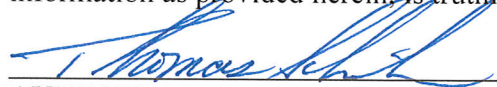
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE

Thomas Schinske

Typed Name of AUTHORIZED SIGNATORY

Vice President

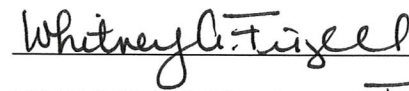
Title

STATE OF Florida
 COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Donella Construction Corp of FL Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



Whitney A. Frizell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☒	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		581 Washburn Rd, Melbourne, FL 32934			
Federal I.D Number		59-2453991			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

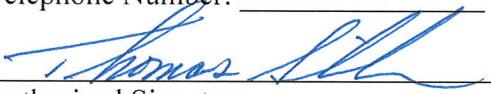
Danella Construction Corporation of Florida, Inc

Mailing Address:

581 Washburn Rd, Melbourne, FL 32934

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com



 Authorized Signatory
 Vice President

 Title

Thomas Schinske
 Printed Name
 01/17/2023

 Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "K"

Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
45-2065063	Coastal Cable Construction 5755 State Rd 11, DeLeon Springs, FL 32130	Directional Drilling	Varies by Job
83-3668335	UDD Central, LLC 13750 W Colonial Dr, Winter Garden, FL 34787	Hand Trenching & Handhole Placement	Varies by Job
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			Varies by Job

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

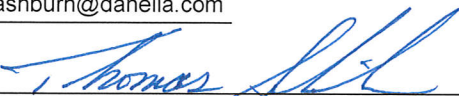
When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Bidder/Contractor Name:
 Danella Construction Corporation of Florida, Inc

Mailing Address:
 581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com


 _____ Thomas Schinske FEIN: 59-2453991

Authorized Signatory Printed Name

Vice President 01/17/2023
 Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Old Kings Rd Relocation Construction				
Type of Project/Service: Relocation and rerouting of fiber optic network due to road construction. Designed and built temporary re-route. Install fiber optic cable and splice network to re-establish rings.				
Address: Old Kings Rd and Palm Coast Parkway, Palm Coast, FL				
Contracting Agency/Client: City of Palm Coast				
Contact Name and Phone #: Doug Akins 386-986-4777				
Contact Email Address and Fax #: dakins@palmcoastgov.com				
Contract Amount: \$214,147.94	Start Date:	05/20/2020	End Date:	12/21/2021
Project #2:				
Project Name: SCADA Connections at Utility Drive & Data Center				
Type of Project/Service: Splicing Design as well as fiber optic cable installation and splicing - including providing materials				
Address: Utility Drive and throughout the city				
Contracting Agency/Client: City of Palm Coast				
Contact Name and Phone #: Doug Akins 386-986-4777				
Contact Email Address and Fax #: dakins@palmcoastgov.com				
Contract Amount: \$30,537.17	Start Date:	02/16/2022	End Date:	03/24/2022
Project #3:				
Project Name: Lincoln Park Conduit Installation				
Type of Project/Service: Furnish & Install duct runs and handholes for fiber build out				
Address: N 10th St (and surrounding areas), Fort Pierce, FL				
Contracting Agency/Client: Fort Pierce Utility Authority				
Contact Name and Phone #: Jason Mittler 772-466-1600 x3309				
Contact Email Address and Fax #: jmittler@fpua.com				
Contract Amount: \$225,242.40	Start Date:	05/20/2022	End Date:	10/27/2022

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Project #4:

Project Name:

Hardened Data Center to Wilmette Pump Station

Type of Project/Service: Furnish and install conduit and handholes and proof partial existing path for fiber installation. Furnish, install and splice fiber optic cable to connect new segment. (Part of work hinged on another contractor finishing their work)

Address: 490 Wilmette Avenue, Ormond Beach, FL

Contracting Agency/Client: City of Ormond Beach

Contact Name and Phone #: George Lavatelli 386-676-3306

Contact Email Address and Fax #: george.lavatelli@ormondbeach.org

Contract Amount: \$37,788.37

Start Date:

11/16/2021

End Date:

8/16/2022

Project #5:

Project Name:

Riverland Parcel B, Plat 1

Type of Project/Service: Fiber pulling in conduit installed by others and splicing to connect new fiber to existing Port Saint Lucie network

Address: SW Sea Jewel Blvd, Port Saint Lucie, FL

Contracting Agency/Client: Guettler Construction

Contact Name and Phone #: Rick Rhuda 863-634-8828

Contact Email Address and Fax #: rick@guettlerconstruction.com

Contract Amount: \$13,735.00

Start Date:

8/18/2022

End Date:

9/14/2022

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

*Please note that not all of my references have supplied me with fax numbers. Their phone numbers and email addresses have been provided.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "M"

Truth-in-Negotiations Certification

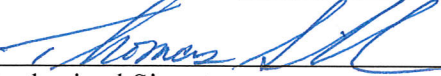
For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars (\$195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com


 Authorized Signatory

Thomas Schinske
 Printed Name FEIN: 59-2453991

Vice President
 Title

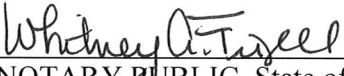
01/17/2023
 Date

STATE OF Florida
 COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Danella Construction Corp of FL Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



Whitney A. Fritzell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

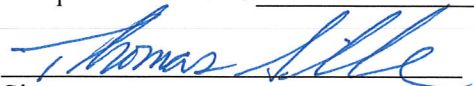
Bidder/Contractor Name:

Danella Construction Corporation of Florida, Inc

Mailing Address:

581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com



Signatory
Vice President

Thomas Schinske

Printed Name

FEIN: 59-2453991

Authorized

01/17/2023

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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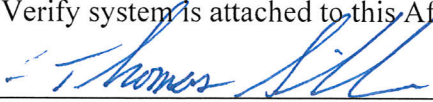
Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Danella Construction Corp. of FL, Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

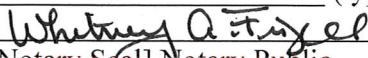
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Danella Construction Corp. of FL, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


 Print Name: Thomas Schinske
 Date: 01/17/2023

STATE OF FLORIDA
 COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/17/23 (date) by Thomas Schinske (name of officer or agent, title of officer or agent) of Danella Construction (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.


 [Notary Seal] Notary Public
Whitney Frizell
 Name typed, printed, or stamped
 My Commission Expires: 6/14/25



Whitney A. Frizell
 Notary Public
 State of Florida
 Comm# HH142380
 Expires 6/14/2025

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
 PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

 An official website of the United States government [Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Danella Construction Corporation of Florida, Inc.	---
Company ID	Enrollment Date
716988	Oct 18, 2013
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
592453991	---
DUNS Number	Total Number of Employees
131965656	20 to 99
NAICS Code	Sector
237	Construction
Subsector	
Heavy and Civil Engineering Construction	

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Hiring Sites

Physical Address

581 Washburn Road
Melbourne, FL 32934

Mailing Address

Same as Physical Address

Number of Sites

10

Edit Hiring Sites

Edit Company Addresses

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "Q"

Federally Required Contract Clauses for FEMA Grantees and Subgrantees

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with

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any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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3. *Compliance with the Copeland “Anti-Kickback” Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. ~~Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 2. Enter into, extend, or renew a contract to procure or obtain any equipment,

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system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; and
 - b. Are *not used* as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of

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this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

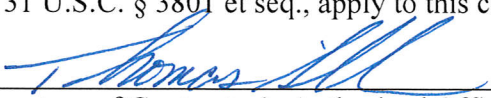
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Danella Construction Corp. of FL, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official

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Thomas Schinske, Vice President

Name and Title of Contractor's Authorized Official

01/17/2023

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. Copyright and Data Rights – Not applicable

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

City of Cocoa
LOCAL BUSINESS TAX RECEIPT
65 Stone Street
Cocoa, Florida 32922
(321) 433 - 8501
Receipt Number 23-00000653
10/22-09/23

DANELLA CONSTRUCTION
581 WASHBURN RD
MELBOURNE FL 32934

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	0.00	74.00

NAICS Code: 237
Classification: Heavy and Civil Engineering Construction
Local Business Tax Receipt Number: 23-00000653
Date Issued: September 26, 2022
Expiration Date: September 30, 2023



Location Address:
717 SOUTH INDUSTRY RD
COCOA FL 32926

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

DANELLA CONSTRUCTION CORPORATION OF FL., INC.

Filing Information

Document Number H24042
FEI/EIN Number 59-2453991
Date Filed 10/09/1984
State FL
Status ACTIVE

Principal Address

581 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 02/23/1990

Mailing Address

581 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 02/23/1990

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/06/2007

Address Changed: 12/06/2007

Officer/Director Detail

Name & Address

Title VP

Schinske, Thomas
581 WASHBURN ROAD
MELBOURNE, FL 32934

Title Secretary

Gurm, Baldev S
2290 Butler Pike
Plymouth Meeting, PA 19462

Title Director, Treasurer

Danella, James D
2290 Butler Pike
Plymouth Meeting, PA 19462

Title President

DALY, DENNIS P
2290 Butler Pike
Plymouth Meeting, PA 19462

Annual Reports

Report Year	Filed Date
2020	05/01/2020
2021	02/08/2021
2022	04/25/2022

Document Images

04/25/2022 -- ANNUAL REPORT	View image in PDF format
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01/03/2012 -- ANNUAL REPORT	View image in PDF format
02/26/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
03/12/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
12/06/2007 -- Reg. Agent Change	View image in PDF format
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02/27/2002 -- ANNUAL REPORT	View image in PDF format
02/03/2001 -- ANNUAL REPORT	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHINSKE, THOMAS M

DANELLA CONSTRUCTION CORPORATION OF FL INC
581 WASHBURN ROAD
MELBOURNE FL 32934

LICENSE NUMBER: CUC056822

EXPIRATION DATE: AUGUST 31, 2024

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Piggyback City of Cocoa Contract		
Requested Action		
Requesting approval to piggyback contract number B-23-05-COC-B from the City of Cocoa with Morse Communications, Inc. to provide fiber installation and maintenance services.		
Staff Report		
The Procurement Services Department and the Information Technology Department recommend approval of the above action. At the request of the Information Technology Department, the Procurement Services Department sought a contract from the City of Cocoa number B-23-05-COC-B, to acquire fiber installation and maintenance services. The City of Cocoa contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The contract includes an initial three (3) year agreement with two (2) additional one (1) year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking the City of Cocoa contract number B-23-05-COC-B . This contract will provide fiber installation and maintenance on an as-needed basis throughout the city. The estimated value of this contract is \$75,000 per year. The use of piggyback contracts is allowed under the Procurement Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FULLY EXECUTED B-23-05-COC-B Fiber Optic Network Agreement	FULLY EXECUTED B-23-05-COC-B Fiber Optic Network Agreement.pdf	
2. B-23-05-COC Bid Tabulation	B-23-05-COC Bid Tabulation.pdf	

**FIBER INSTALLATION AND MAINTENANCE
AGREEMENT
B-23-05-COC-B**

THIS AGREEMENT is made and entered into this 22nd day of February, 2023, by and between the **CITY OF COCOA**, a Florida Municipal Corporation, ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Morse Communications, Inc.** a Florida Profit Corporation, authorized to conduct business in the State of Florida, whose principal address is 395 East Drive, Melbourne, FL 32904.

WITNESSETH:

WHEREAS, City has a need to obtain construction, installation, equipment supply, material supply, system design, maintenance services, and repair services related to the City's fiber optic network from time to time on an as-needed, task-oriented basis; and

WHEREAS, Contractor is willing and able to provide such services to the City under the terms and conditions of this Agreement as stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two additional one-year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect upon the expiration of the term of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended occasionally, which shall constitute authorization for Contractor to provide the Services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said Date.

c. "Contractor" shall mean **Morse Communications, Inc.** and its principals, employees, resident project representatives, and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 of this Agreement, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages Contractor and Contractor agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make requests of Contractor to perform construction, installation, equipment and material supply, and maintenance and repair services on a "task" basis. A general Scope of Work, i.e., a broad list of the services that may be provided by Contractor is included in the City's **Invitation for Bid B-23-05-COC for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance, dated December 14, 2022, incorporated herein by reference as Exhibit "A."** The Technical Specifications in Exhibit "A" shall be adhered to for any services performed pursuant to this Agreement. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit "A." Each phase of the Project shall be ordered by separate Task Order.

2.2 Fiber Construction, Installation, System Design, and Non-Emergency Maintenance and Repair Task Orders. When the City desires to enter into a specific Task Order, the City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. Contractor will generate a detailed Scope of Work document, prepare a Schedule, add

a fee component (e.g., a not-to-exceed fee amount or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown shall consist of a list of major sub-tasks with corresponding cost breakdowns, including man-hour and/or unit price breakdowns if applicable, for all work to be performed. In no event shall the Task Order's total amount exceed those hourly rates and unit prices included in Contractor's cost schedule contained in its **RFP Response, dated January 17, 2023, which is incorporated by reference herein and attached as Exhibit "B."** The cost breakdown shall include all subcontractor or subconsultant work and the Task Proposal shall include the written price proposals from all subcontractors and subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by Contractor through a Task Order may contain written terms and conditions which are deemed supplemental to this Agreement.

2.3 Repair Task Orders. Repair task orders shall follow the same Task Order procedure as established in Section 2.2 above, except in the case of emergency repairs. As provided in Exhibit A, emergency repairs must be responded to as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa

Given these rapid response times, a formal Task Order may not be prepared for emergency repairs. Emergency purchase procedures contained in the City's then-current Financial Operations Manual shall govern. Hourly rates and unit prices invoiced to the City for emergency repairs shall not exceed those contained in Exhibit "B."

2.4 Equipment Purchase Orders. The City may make request of Contractor to sell certain equipment or supplies listed in Exhibit "A" and Exhibit "B" on a "purchase order" basis. When the City desires to place a specific order for equipment, the City may communicate with Contractor, verbally or in writing, a general description of the equipment needed. Contractor will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Contractor shall include a price for the equipment that is no greater than the price included in its Cost Schedule in Exhibit "B." The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than \$1,500.00 or as otherwise provided in the City's Financial Operations Manual policy, may use a purchase card to make the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, Contractor shall deliver the equipment

ordered therein.

2.5 For any Task Order accepted, the City will issue a notice to proceed to Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, Contractor shall perform the services set forth in the Task Order.

2.6 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other companies to provide services performed by Contractor herein. The City shall have no obligation to purchase equipment or solicit Task Order proposals from Contractor during the term of this Agreement. The need to construct projects, performs repairs, and purchase equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular amount of equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities that will be ordered or amounts that will be spent during the contract period.

2.7 The maximum hourly rates and unit prices that can be charged under this Agreement by Contractor are set forth in **Exhibit "B."**

3.0 CONSTRUCTION TASKS

Construction Services shall be subject to the following requirements, except as otherwise provided herein. Construction Services shall include constructing conduit runs, constructing conduit runs simultaneously with installation of fiber, projects involving excavation of the right-of-way, pulling new fiber through existing conduit runs, and repairing major fiber cuts. Maintenance and minor fiber repairs, minor splicing, and replacement of supporting fiber facilities equipment involving mere access to existing infrastructure through handholes and other access points in the City's fiber optic network shall not be considered "Construction Services" herein.

3.1 Contractor shall furnish and be responsible for all labor, materials, supervision, transportation, and all other functions necessary or required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

3.2 To the extent that Contractor provides Construction Services utilizing third parties, Contractor shall ensure that the subcontractor is willing to comply with the terms and conditions of this Agreement. Any construction contract between Contractor and the subcontractor must be immediately assignable to the City, upon the City's written request to Contractor and subcontractor, in the event that Contractor terminates this Agreement or Contractor defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of Contractor terminating this Agreement or default. The construction subcontractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form

of said indemnification agreement shall be subject to approval of the City Attorney. Further, the construction subcontractor must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 11.0. The subcontractor must also comply with E-Verify regulations as outlined in Section 40.0 below. Except for fiber repairs, the construction subcontractor shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney. Promptly after the execution of a Task Order where third party subcontractors may be utilized, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to the Task Order. Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement. In the event any work under this Agreement is performed by a subcontractor, Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

3.3 Except when accessing already existing conduit infrastructure, Contractor shall obtain utility locates and shall confirm the location of all nearby underground utilities within the construction route. Contractor shall: (a) visually spot via hand digging, or vacuum excavation where needed, all utilities running parallel to proposed construction routes that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction routes that lie within three to five feet of the route.

3.4 Contractor shall use a horizontal directional drill for the installation of conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

3.5 Upon completion of a Construction Services project, Contractor shall provide City with final maps, grids, construction and signed off As-Built drawings, as applicable, and other records reasonably requested by City.

3.6

For all Task Orders for Construction Services greater than \$200,000, Contractor shall be required to execute a payment and performance bond in accordance with Florida Statutes for public construction projects. The form of said bonds shall be in accordance with Exhibit "C" attached to this Agreement. For Task Orders for Construction Services less than \$200,000, execution of a performance and payment bond is not required unless the City requests such bond in writing when issuing the Task Order. If such a bond is requested, it shall be subject to approval of the City

Attorney and shall be included as an Exhibit to the Task Order. In the event no bond is requested by the City, prior to receiving the final payment hereunder shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against Contract resulting from completion of the work identified in the Task Order. The Contractor shall provide a certified list of all subcontractors, laborers, and material suppliers to the City within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

3.7 Contractor shall conduct Acceptance Testing upon completion of construction as specified in Exhibit "A". If upon inspection of the Acceptance Testing report the City determines that the fiber facilities are not performing in accordance with accepted industry standards or those specified in Exhibit "A", it shall provide Contractor with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, Contractor shall correct any such deficiencies at Contractor's sole cost. The City shall provide a notice of acceptance of the fiber facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the fiber facilities is in conformance with industry standards.

3.8 Contractor shall be required to execute a Bill of Sale for installed conduit, fiber optic cables, and appurtenances thereto following Acceptance.

3.9 For Construction Services, the Task Order shall determine whether payment for the Services shall be made in lump sum upon Acceptance of the fiber facilities or in progress payments.

(a) For Construction Services, the Task Order may call for a lump sum payment upon Acceptance of the fiber facilities by the City after inspection. Prior to any payment, City shall require Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's, its contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

(b) For Construction Services, the Task Order may call for progress payments based on application for payments submitted to the City, by Contractor, as the work progresses. Progress payments may be withheld as provided in Section 3.10 below.

City shall withhold up to 5% of each progress payment made to the Contractor throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment, if applicable. The City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall

not be due until Contractor has delivered to the City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying him against such claims and Contractor has delivered all close-out documentation.

By making payments, the City does not waive any claims including but not limited to those relating to:

- i. Faulty work appearing after substantial completion has been granted;
- ii. Work that does not comply with the Contract Documents/plans and specifications approved by the City;
- iii. Outstanding claims of liens; or
- iv. Failure of Contractor to comply with any special guarantees required by the Contract Documents/plans and specifications approved by the City.

3.10 Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; (4) Contractor not making prompt and proper payments for labor, materials, or equipment furnished it; (5) another contractor is damaged by an act for which Contractor is responsible; (6) in the opinion of the City, Contractor's work is not progressing satisfactorily; or (7) Contractor's failure to perform pursuant to the terms and conditions of this Agreement. Further, the City may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in a Task Order if Contractor is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

3.11 Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all port, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work hereunder.

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

(b) Contractor warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the plans and specifications approved by the

City, and that all work will be of good quality, free from faults and defects, and conform with such plans and specifications. All work not conforming to these standards may be considered defective at the sole option of the City.

(c) Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

(d) Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the approved plans and specifications are at variance herewith.

(e) Contractor shall be solely responsible for any and all acts and omissions of Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with Contractor.

(f) Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

(h) All materials stored on the job site shall remain the responsibility of Contractor until incorporated into the work.

3.12 In addition to any other remedy provided by law or in this Agreement, for Construction Services, if Contractor has defaulted or neglected to carry out the work in accordance with the approved plans and specifications; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City; or has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to Contractor and without prejudice to any other remedy it may have, terminate this Agreement or, at the City's option, the particular Task Order, and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the price agreed upon in the Task Order, and if the unpaid balance of such price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but if such expenses exceed such unpaid balance, Contractor shall pay the difference to the City's account. The City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

3.13 For Construction Services, Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, agents, engineer, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

3.14 The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Bid Proposal all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

3.15 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not substantially complete within the time specified in specific Task Orders, plus any extensions thereof allowed. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, City and Contractor agree that the City may establish an amount of liquidated damages for delay (but not as a penalty) in each Task Order. The liquidated damages established in any Task Order are intended to apply even if Contractor is terminated, in default, or if the Contractor has abandoned the Work. This provision binds Contractor's performance bond surety.

4.0 CHANGES IN THE SCOPE OF WORK

4.1 City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Article 6.0 herein. All Change Orders shall be authorized in writing by City's and Contractor's designated representative. Additions, elections, or deletions to the Work performed by Contractor without authorization of a signed Change Order shall not result in an adjustment in the contract price or time for the completion of the Work.

4.2 All of City's said Task Orders and amendments thereto shall be performed in strict

accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

5.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 4.1 and 20.1 herein.

5.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

6.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

6.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that billed Contractor by the independent professional associates and consultants. Prior to payment by the City, Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

6.3 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay Contractor or independent professional associate or consultant, which is used as a witness or expert,

an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Contractor shall be bound by any attorney-work product public records exemption laws and rules.

6.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

6.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

6.6 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

6.7 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Contractor for any money owed to the City by Contractor.

6.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

6.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.10 Acceptance of Payment. Acceptance of final payment by Contractor for a specific Task Order shall constitute a release of all claims for payment which Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against Contractor or to any remedies the City may pursue with respect to such claims.

6.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Contractor for any claims relating to the validity of a finding by the City of overpayment.

6.12 Partial Payments. Payment made to Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

7.0 RIGHT TO INSPECTION

7.1 The City and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

9.1 Contractor shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants), and subcontractors while performing Services provided hereunder.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. Contractor shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 in the aggregate to protect Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by Contractor or by anyone directly employed by or contracting with Contractor, and with a deductible not greater than \$5,000.00 unless otherwise approved by the City Manager.

c. Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor.

d. Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

11.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

11.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and Contractor by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Contractor shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Contractor. Contractor shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." Contractor shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Contractor in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Contractor shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

11.4 Independent Associates and consultants. All independent associates, consultants and subcontractors employed by Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

13.0 REPRESENTATIONS AND WARRANTIES

13.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants or subcontractors (if any), and for the approval of submissions by authorities having jurisdiction over the services. Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to the Services. Contractor shall review laws, codes, and regulations applicable to Contractor's Services. Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. Contractor represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

13.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment. Contractor shall correct and remedy any work that fails to conform to the requirements of the approved plans and specifications where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of one year from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City; or within such longer period of time as may be prescribed by law.

The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of Contractor.

14.0 GUARANTEE AGAINST INFRINGEMENT

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

15.0 DOCUMENTS

15.1 Public Records. Pursuant to Florida Statutes Chapter 119 and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the

transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. Contractor acknowledges that if a civil action is filed against Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to Contractor.

b. Ownership of Documents. The City and Contractor agree that upon payment of fees due to Contractor by the City for a particular design, report, inventory list, compilation, drawing,

specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Contractor or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

16.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

17.1 With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Contractor is such that the Contractor is an independent contractor and not an agent of the City. The Contractor, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Contractor, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and any subcontractors hired by Contractor during the term of this Agreement.

18.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

18.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

(a) Except for construction services, Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Contractor shall have such time as is reasonably necessary to remedy the default, provided Contractor promptly takes and diligently pursues such actions as are necessary therefor; or

(b) Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

(c) Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

(d) Contractor has committed any act of fraud or any other unlawful act upon the City or another party; or

(e) Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(f) Contractor has assigned this Agreement or any Task Order without the City's prior written consent.

(g) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

(h) In the event of such termination upon default and breach of this Agreement, any completed services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due to the City from Contractor can be determined.

19.0 TERMINATION

19.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's equipment or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

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

23.0 SEVERABILITY

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

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 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 the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

29.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida. The Contractor's surety is bound by this provision.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

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

For Contractor:

Morse Communications, Inc.
Attn: Annette Costello and Ray Jones
395 East Drive
Melbourne, FL 32904
(321) 259-8469
acostello@morsecom.com
R. Jones @ Morsecom.com

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

32.2 Either party may change the notice address by providing the other party written notice of the change.

32.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33.0 SOVEREIGN IMMUNITY

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

35.1 For non-construction services, Contractor agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City and its elected officials, employees, officers, agents and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractor's performance of the services and work being performed under this Agreement; (b) Contractor's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor's or any subcontractor's performance under this Agreement; (c) any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement; (d) Contractor's or any subcontractor's failure to properly expend the funds provided by City for the work and services provided in this Agreement; (e) any patent, trademark or copyright infringement claims made against the City with regards to the plans and specifications; and (f) all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher's of machines and parts thereof, equipment, tools, and all indemnification provided above shall obligate Contractor to defend at its own expense or to provide

for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, which may result from the services and work performed under this Agreement whether the services and work are performed by Contractor, by subcontractors, or anyone directly or indirectly employed by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2 Contractor shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Contractor's breach and caused by other persons employed by the Contractor in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 35.1 and 35.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

35.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in article 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Contractor is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 CONFLICT OF INTEREST

38.1 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the City's Personnel Policies.

b. The Contractor hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15)), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

c. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39.0 ADDITIONAL ASSURANCES

39.1 Contractor for itself and its subcontractors, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

(d) The undersigned is authorized to execute this Agreement on behalf of the Contractor and said signature shall bind Contractor to this Agreement. No further action is required by Contractor to enter into this Agreement other than Contractor's undersigned representative execution of the Agreement.

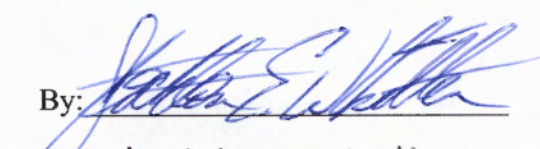
40.0 E-VERIFY

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

- a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

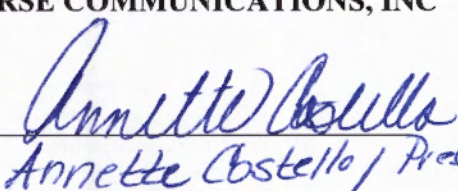
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: 

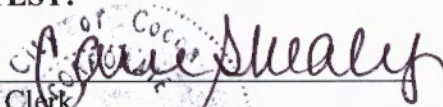
Stockton Whitten
Print Name/Title City Manager

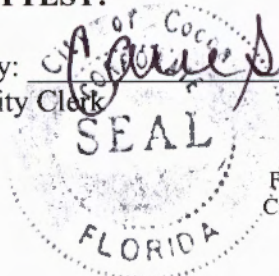
CONTRACTOR:
MORSE COMMUNICATIONS, INC

By: 

Annette Costello / President
Print Name/Title

ATTEST:

By: 
City Clerk



Fiber Installation and Maintenance Agreement
City of Cocoa and Morse Communications, Inc.
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*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
ITB B-23-05-COC DATED DECEMBER 14, 2022

Fiber Installation and Maintenance Agreement
City of Cocoa and Morse Communications, Inc.
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EXHIBIT B
CONTRACTOR RESPONSE DATED JANUARY 17, 2023

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

RESPONSE COVER PAGE

COMPANY NAME	Morse Communications, Inc.
ADDRESS	395 East Drive Melbourne, FL. 32904
PRIMARY CONTACT	Scott Eller
TELEPHONE #	(321) 259-8469
EMAIL ADDRESS	seller@morsecom.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
x	Original Submittal Package bound with binder clip
x	Cover Letter as per section 1.02
x	Attachment "B" Insurance
x	Attachment "C" Addendum Acknowledgement
x	Attachment "D" Bid Security Bond (if required)
x	Attachment "E" Bid Price Schedule
x	Attachment "F" Trench Safety (if required)
x	Attachment "G" Certificate of Non-Segregated Facilities
x	Attachment "H" Drug-Free Workplace
x	Attachment "I" Conflict of Interest and Non-Collusion
x	Attachment "J" Organizational Info
x	Attachment "K" Subcontractor Participation
x	Attachment "L" References
x	Attachment "M" Truth-in-Negotiations
x	Attachment "N" Solicitation Label affixed to envelope
x	Attachment "O" Scrutinized Companies
x	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
x	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
x	Proof of Florida Registration
x	Professional License(s) (if required)
x	W9
x	Proof of Insurance (Sample COI)
x	USB drive with electronic copy of submittal, including excel version of Bid Price Schedule



888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

Table of Content

- A) Cover Letter
- B) Attachment "B" Insurance
- C) Attachment "C" Addendum Acknowledgement
- ~~D) Attachment "D" Bid Security Bond~~
- E) Attachment "E" Bid Price Schedule
- F) Attachment "F" Organizational Info.
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- O) Attachment "O" Scrutinized Companies
- P) Attachment "P" E-Verify Affidavit (Screenshot)
- Q) Attachment "Q" Federally Required Contract Clause FEMA
- R) * Sunbiz Registration
 - * Contractors License
 - * W-9
 - * Certificate of Liability Insurance
- S) Exhibit "A"

"Connecting you to the future..."



888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

Cover Letter / Executive Brief:

MorseCom has enjoyed 29 years of service to our customers. We are an integrator; we make solutions work for our clients. Founded on three distinct pillars, MorseCom has provided solutions for structured cabling, security and IT. These three pillars of our organization have allowed us to provide end to end solutions from the desktop to the datacenter and all technology in between. While we have always focused on a positive customer outcome, our business model has evolved over the years. Today we serve customers in 38 states and five countries worldwide. Our enterprise business provides solutions to organizations from 1000 employees up to 15,000 employees, and our Mid-Market business provides solutions to organizations with a single employee up to 999.

Our Portfolio:

Since our beginning we have partnered with best-in-class manufacturers. As technology evolved, our portfolio evolved. We are continuously evaluating technology to ensure we can provide end to end solutions that allow us to be a single solutions provider to our clients. Our portfolio includes the infrastructure that connects our solutions as well as each technology stack to provide services for voice, desktop support, wired and wireless networking, routing, and switching as well as Wide Area Networking connecting large enterprise organizations.

Our Services:

Many of our larger clients have invested in their technical staff to manage the day-to-day operations of their businesses. MorseCom Professional Services have always provided the implementation, project management and delivery of solutions for our clients. Solutions include large infrastructure projects, data center build outs, access control, video solutions and voice and data projects. As an integrator, MorseCom deploys simple or complex solutions leveraging all products in our portfolio. Our organization maintains the highest level of manufacturer certifications and our technical staff makes up 80% of our employee base.

Managed Services:

Mid-market clients are leaning into consuming services as they do their electric bill or water bill. This model is an operational expense and not a capital purchase. The evolution of the MorseCom cloud has allowed this market segment to enjoy the same technology to positively impact their business as the enterprise market without the large capital outlay. Over the past 8 years, MorseCom has stood up three datacenters in North America to provide enterprise solutions to the mid-market client. We support these clients with our 24/7 network operations center and provide services such as access control, desktop support, wireless access, network segmentation, hosted voice as well as provide services for email, backup, security, spam and phishing.

Wholesale:

MorseCom has expanded through organic growth and acquisition. Our most recent acquisition included Akabis, a wholesale provider of hosted PBX and SIP services. Akabis, a wholly owned subsidiary of MorseCom, provides

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wholesale services in a monthly recurring revenue model to organizations in North America. Akabis owns a class V soft switch and provides end to end wholesale solutions to include taxation and billing for our wholesale partners.

Business Model:

Our evolution has provided MorseCom a path to effectively create a recurring revenue model through the delivery of managed services. We have created an environment through solutions offering to provide a balance of both a CapX and OpX revenue stream providing a healthy balance sheet and a strong projection of growth over the next several years.

Current MorseCom Offerings:

Manufactures -

- Ruckus Networks... <https://www.commscope.com/ruckus/>
- HPE, Servers - Data Storage – Networking... <https://www.hpe.com/us> HYPERLINK "https://www.hpe.com/us" HYPERLINK "https://www.hpe.com/us" hpe.com/us
- Trend Micro - Enterprise Security and Cybersecurity Solutions... https://www.trendmicro.com/en_us/business.html
- Sumo Logic – SEIM <https://www.sumologic.com/> HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/" sumologic. HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/" com
- Juniper Networks - Routers, Switches, Management, Security, and software-defined networking technology... <https://www.juniper.net/us/en/>
- Cradlepoint: The power of LTE and 5G to wirelessly connect fixed and temporary sites, vehicles, field forces, and IoT devices, anywhere: <https://cradlepoint.com/>
- NVT Phybridge: Leader in long reach PoE (Power over Ethernet)... <https://www.nvtphybridge.com/>
- Mitel: Business Phone Systems, VoIP, Collaboration Tools ... <https://www.mitel.com/>
- Alcatel-Lucent Enterprise (Cloud, network, and communications solutions): <https://www.al-enterprise.com/en>
- ICON Signals, (Monitoring & Notification Solution): <http://www.iconcloud.com/icon-signals-monitoring-notification-solution/>
- Data Storage
- EMC - <https://www.emcins.com/>
- Nimble - <https://www.nimble.com/>
- A10 Networks (Secure Cloud Application Services and Delivery) - <https://www.a10networks.com/>
- VMWare (Cloud infrastructure & Digital Workspace Technology) -
- Veeam – (Backup and Recovery - Veeam Backup & Replication) - <https://www.veeam.com/>
- XMedius (Secure File Exchange and Communications Solutions) - <https://www.xmedius.com/en/>
- Watchguard - <https://www.watchguard.com>
- Yealink - <https://www.yealink.com/>
- SolarWinds – IT Management: <https://www.solarwinds.com>
- Metaswitch - <https://www.metaswitch.com/>
- Microsoft - <https://www.microsoft.com/> HYPERLINK "https://www.metaswitch.com/" HYPERLINK "https://www.metaswitch.com/" icrosoft.com

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MorseCom – Our Services.....

Technology -

- Microsoft MSP
- Unified Communication - <https://www.morsecom.com/services/tech-detail/unified-communication>
- Desktop Support - <https://www.morsecom.com/services/tech-detail/desktop-support>
- Cloud Services - <https://www.morsecom.com/services/tech-detail/cloud-services>
- Data Architecture - <https://www.morsecom.com/services/tech-detail/data-architecture>
- Offsite Disaster Recovery - Data storage
- Offsite Disaster Recovery - Voice services (SIP for Survivability)

Security –

- Access Control - <https://www.morsecom.com/services/sec-detail/access-control>
- Intrusion Systems - <https://www.morsecom.com/services/sec-detail/intrusion-systems>
- Security Monitoring - <https://www.morsecom.com/services/sec-detail/security-monitoring>
- Video Surveillance - <https://www.morsecom.com/services/sec-detail/video-surveillance>

Structured Cabling –

- Data Center - <https://www.morsecom.com/services/sc-detail/data-center>
- Fiber Optic Cabling - <https://www.morsecom.com/services/sc-detail/fiber-optic-cabling>
- Coax Cabling - <https://www.morsecom.com/services/sc-detail/coax-cabling>
- Cabling Services - <https://www.morsecom.com/services/sc-detail/cabling-services>

Primary Contact:

Scott Eller, Sales Team Member

seller@morsecom.com

Phone: 321.259.8469

Fax: 321.255.0198

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	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "B"
Insurance Requirements

- A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$2,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

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D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
 City of Cocoa
 c/o Administrative Services Director
 65 Stone Street
 Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.



City of Cocoa | Finance Department | Purchasing & Contracts
Division

65 Stone Street, Cocoa, FL 32922
Phone: 321-433-8833 | Fax: 321-433-8690

Solicitation Number:
ITB B-23-05-COC

INVITATION TO BID (ITB)

Due Date:
01/17/2023

TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

Annette Costello

AFFIANT SIGNATURE

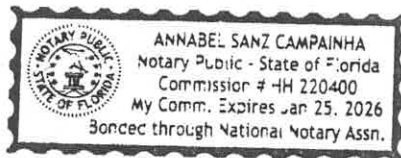
Annette Costello

Typed Name of AFFIANT

President

Title

The foregoing instrument was executed before me this 6th day of January, 2023, by Annette Costello as President of Morse Communication Inc. who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



NOTARY PUBLIC

STATE OF Florida

MY COMMISSION EXPIRES: 1.25.2026

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

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Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>1</u>	Dated: <u>12/28/2022</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: _____

 <u>59-354-2194</u> Authorized Signatory President Title	<u>Annette Costello</u> Printed Name <u>1/6/2023</u> Date	FEIN: _____
---	--	-------------

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞



December 28, 2022

Addendum 1
To the Contract Documents and Specifications:
ITB# B-23-05-COC

Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. Page 20, 4.02 DAMAGES *Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.* Can you confirm that this is referring to areas that were damaged by the contractor during the time the contractor was working at the construction site? And that the contract will not be held liable for any damages that were pre-existing to the contractor starting work? Can you provide similar clarifications for 4.07 as well? **These sections intend to address damages caused by the contractor. The contractor will be responsible for damages during construction. For any pre-existing damages found on site prior to commencement of work, the contractor shall document and notify the City.**
2. Page 25, 4.19 INVOICES/APPLICATION FOR PAYMENT. Can you advise if only hard copy, mailed invoices/applications for payment will be accepted or will we be able to submit invoices via email? **Invoices may also be emailed to accountspayable@cocoafl.org.**
3. Page 27, 4.29 PERMITS, LICENSES AND FEES. Please confirm that this is related to the contractor as a company and not for task order specific projects. Example: Contractor needs a contractor's license to perform work and that financial responsibility is the contractor's. The City of Cocoa will pay any engineering and permit fees for a directional bore under a railroad or FDOT highway. **Contractor is required to obtain and pay for any permits required as specified in the task order scope of work. City issued permit fees will be waived.**
4. Page 27, 4.29 SUB-CONTRACTORS. If new sub-contractor's are brought on board after the bid is closed and awarded, what will be required to utilize them on project specific work? **Prior approval from the Project Manager.**
5. Page 31, 4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING. Please clarify item B: *Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".* **Please write in "No Bid" next to any line items in the Price Schedule where you are not bidding.**

6. Page 34, 4.59 INSURANCE REQUIREMENT states that the successful bidder will provide original Certificates of Insurance within 5 regular business days of the NOI to award. However, page 20, 4.01 states that the successful bidder will have 10 days. Can you confirm which is correct? **Ten (10) days will be acceptable.**
7. Page 74, Exhibit A – Emergency Services. Early in the bid package (page 8), it is stated that the City may require a 2 hour call out response. Page 74 discusses a more specific set of emergency response requirements. Can you confirm that page 74 takes precedence over page 8? **Page 74 takes precedence.**
8. Page 74, Exhibit A – last paragraph. Please advise on which document we are to include the information about equipment yards, stocking levels, employee proximity to City, overtime labor rates, etc. **That would need to be included in your bid response narrative.**
9. Page 80-81, Exhibit A – 100-6 Cable Installer & 100-7 Duct Installer – Can you elaborate on why these two hourly rate positions require a Class B CDL? There are many types and combinations of vehicles and equipment that would satisfy the work expected from these two roles that do not require a CDL. **Class B CDL requirement will be removed from the requirements.**
10. Page 97, Exhibit A – 201-11.2 & 201-11.3 – This reads as two separate line items, however, on the Bid Pricing Schedule there is only one line item for OTDR Testing. Can you advise if the Pricing Schedule line item 201-8-B will be used for both the pre-installation tests and the post installation tests? If not, please advise how we should proceed with pricing these items. **Line 201-8-B pricing will be used for both pre and post installation OTDR testing.**
11. Can Group 3 ISP (Interior Fiber Cabling) fiber requirements be moved to Group 4 (Interior Cabling) to better serve the customer? **No, we wish to keep fiber and copper in separate groups.**

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

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**Attachment "D" Not Used
Bid Security Bond**

BOND NO: _____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

as Principal, and, _____
 as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E mail Address: _____

Authorized Signatory _____ Printed Name _____ Title _____ Date _____



City of Cocoa | Finance Department | Purchasing & Contracts
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TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC

STATE OF _____

MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for	Printed Name of	Florida Licensed Agent	Printed Name of	License Surety
Signature	Attorney in Fact	Signature	Licensed Agent	Number

Surety Mailing Address: _____ Agent Mailing Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

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Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

EXCEL FILE INCLUDED

Complete the ITB Price Schedule MS Excel file attached to this solicitation announcement. Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Print out all worksheets in the excel file and include along with this Attachment.

Will your company extend these prices to other governmental agencies in the State of Florida? Yes__ No x

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Bidder/Contractor Name: Morse Communications, Inc.

395 East Drive Melbourne, FL. 32904
 Mailing Address: _____

Telephone Number: (321) 259-8469 E-mail Address: seller@morsecom.com

Annette Costello _____
 Authorized Signatory Printed Name

President _____
 Title Date

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was executed before me this 6 day of January, 2023 by

Annette Costello as President of Morse Communication Inc
 _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Annabel Lang Campaigne
 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 ☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Group 1				
System Design & Engineering Labor			Per Unit Price	
100-3-101	BICSI Reg Comm Dist Design Services		HR	\$150.00
100-4-102	CADD Operator		HR	\$125.00
100-5-103a	Comm Cable-Electronics Technician (Travel / Standby)		HR	\$130.00
100-5-103b	Comm Cable-Electronics Technician (Onsite)		HR	\$65.00
100-6-104a	Communication Cable Installer (Travel / Standby)		HR	\$100.00
100-6-104b	Communication Cable Installer (Onsite)		HR	\$50.00
100-7-105a	Communication Duct Installer (Travel / Standby)		HR	\$100.00
100-7-105b	Communication Duct Installer (Onsite)		HR	\$50.00

Average Price of Highlighted Unit Costs in Group \$121.00

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	No Bid
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	No Bid
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	No Bid
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	No Bid
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	No Bid
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	No Bid
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	No Bid
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	No Bid
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	No Bid
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	No Bid
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	No Bid
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	No Bid
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	No Bid
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	No Bid
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	No Bid
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	No Bid
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	No Bid
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	No Bid
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	No Bid
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	No Bid
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	No Bid
200-7-TW	Detectable Tracer Wire (F&I)	LF	No Bid
200-7-MT	Detectable Marking Tape (F&I)	LF	No Bid
200-7-JL	Jet Line (F&I)	LF	No Bid
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	No Bid
Pull Boxes and Junction Boxes		Per	Unit Price
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EACH	No Bid
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EACH	No Bid
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EACH	No Bid
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EACH	No Bid
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EACH	No Bid

Average Price of Highlighted Unit Costs in Group

\$0.00

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	No Bid
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	No Bid
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	No Bid
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	No Bid
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	No Bid
Fiber Optic Cable - ISP		Per	Unit Price
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	No Bid
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	No Bid
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	No Bid

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	No Bid
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	No Bid
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	No Bid
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	No Bid
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	No Bid
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	No Bid
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	No Bid
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	No Bid
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	No Bid
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	No Bid
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	No Bid
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	No Bid
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	No Bid
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	No Bid
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	No Bid
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	No Bid
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	No Bid
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	No Bid
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	No Bid
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	No Bid
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	No Bid
Fiber Optic Cable - Preterm Drops		Per	Unit Price
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	No Bid
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	No Bid
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	No Bid
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	No Bid
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	No Bid
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	No Bid
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	No Bid
201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	No Bid
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	No Bid
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	No Bid
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	No Bid
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	No Bid
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	No Bid
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	No Bid
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	No Bid
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	No Bid
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	No Bid
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	No Bid
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	No Bid

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	No Bid
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	No Bid
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	No Bid
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	No Bid
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	No Bid
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	No Bid
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	No Bid
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	No Bid
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	No Bid
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	No Bid
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	No Bid
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	No Bid
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	No Bid
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	No Bid
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	No Bid
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	No Bid
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	No Bid
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	No Bid
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	No Bid
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	No Bid
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	No Bid
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	No Bid
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	No Bid
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	No Bid
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	No Bid
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	No Bid
201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	No Bid
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	No Bid
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	No Bid
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	No Bid
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	No Bid
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	No Bid
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	No Bid
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	No Bid
201-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EACH	No Bid
201-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EACH	No Bid
201-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EACH	No Bid
201-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EACH	No Bid
201-8-A	Fusion Splice Heat Shrink Cable OSP includes pigtail as needed (F&I)	EACH	No Bid
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	No Bid
OSP Construction - Aerial		Per	Unit Price

Group 3		Per	Unit Price
Fiber Optic Cable - OSP			
201-10-1A	Messenger Cable 1/4" (F&I)	LF	No Bid
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	No Bid
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	No Bid
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	No Bid
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	No Bid
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	No Bid
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	No Bid
201-10-G	Place 2" Riser Heatshrink (F&I)	EACH	No Bid
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	No Bid
OSP Construction - UG		Per	Unit Price
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	No Bid
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	No Bid
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	No Bid
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	No Bid
Communication Cabinets - OSP		Per	Unit Price
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	No Bid
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	No Bid
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	No Bid
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	No Bid
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	No Bid
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	No Bid
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	No Bid
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	No Bid
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	No Bid
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	No Bid
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	No Bid
203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	No Bid

Combined Pricing of all Highlighted Unit Costs in Group

\$0.00

Group 4		Per	Unit Price
Multi-Pair Cables - ISP / OSP			
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$205.56
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$80.46
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$175.61
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$50.61
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$9.82
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$3.08
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$5.00
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	\$9.00
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	\$9.00
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	\$13.77
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	\$27.54
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	\$425.00
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	\$512.72
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	\$826.00
201-15-140	Wire Management Panel 19"x5.25" (F&I)	EACH	\$118.75
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	\$175.65
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	\$15.61
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	\$75.00
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	\$32.50
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	\$25.00
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	\$12.50
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	\$50.00
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$25.71
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	\$114.97
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	\$204.93
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$23.30
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$10.00
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	\$522.46
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	\$575.06
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	\$118.75
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	\$725.00
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	\$3,817.60

VOID

Group \$185.81

Brian Dale

From: Ray Jones <rjones@morsecom.com>
Sent: Wednesday, January 18, 2023 9:18 AM
To: Brian Dale
Subject: Morse Comm Rev - Pricing Sheet 4 - ITB B-23-05-OCC
Attachments: Group 4 Rev - Morse Pricing.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Brian:

Here is the revision with initials, cross out, signature and date.

Thank you,

Ray Jones
SCS Director
Morse Communications, Inc.
Phone: 321.308.2130
Cell: 321.693.4583
email: rjones@morsecom.com

Group 4 Multi-Pair Cables - ISP / OSP		Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$205.56
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$80.46
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$175.61
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$50.61
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$9.82
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$3.08
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$5.00
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	\$9.00
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	\$9.00
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	\$13.77
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	\$27.54
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	\$425.00
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	\$512.72
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	\$826.00
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	\$118.75
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	\$175.65
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	\$15.61
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	\$75.00
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	\$32.50
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	\$25.00
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	\$12.50
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	\$50.00
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$25.71
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	\$114.97
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	\$204.93
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$23.30
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$10.00
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	\$522.46
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	\$575.06
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	\$118.75
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	\$725.00
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	\$3,817.60

\$1.37 RJ
\$0.53 RJ
\$1.17 RJ
\$0.34 RJ

Group

\$185.81 \$122.21 RJ

x Ray Jones

1/18/23



CITY OF COCOA **MASTER TABULATION SHEET**

ITB B-23-05-COC

Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

Bid Tabulation: January 17, 2023

VENDOR	Group 1	Group 2	Group 3	Group 4
Danella Construction Corp. 581 Washburn Rd Melbourne FL 32934	103.50	382.95	131.85	NO BID
Morse Communications Inc. 395 East Drive Melbourne FL 32904	121.00	NO BID	NO BID	185.81 * 122.21
Precision Contracting Services 15834 Guild CT Jupiter, FL 33478	174.00	503.85	454.46	119.28
Atlantic Electrical Systems PO Box 61569 Palm Bay, FL 32906	139.00	NO BID	Pages ★ Missing	155.56

* Bid Price
revised
due to unit
price error
1/18/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Ordinance No. 2023-006 <i>Final LDC Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2023-006.		
Staff Report		
This is a staff initiated land development code change to amend Chapter 38-Mobile Homes and Recreational Vehicles, adding Section 38.5, Lakefront properties parking and storage for boats. The current Land Development code, Sections 38.4, requires recreational vehicles and boats must be parked or stored at the rear of the building setback line. The proposed code amendment would allow certain residential lakefront properties to park and store boats and other watercraft vessels on the parcel that abuts the lakefrontage, and which can conform to the requirements and conditions of this section of the code. The lake front parcel must be located on a separate plot of land other than the primary residential lot and be separated by a roadway or street. The boat storage will prohibit temporary living quarters and any boats must provide a valid registration and appear to be operable by visual inspection. The watercraft vessels shall be limited to a maximum of four (4) vessels per parcel. The parking and storage of any boats must be kept orderly and maintained by the property owner or occupant. Staff recommends approval of the proposed changes represented in the strikethrough (deletion) and underline (addition) language contained in ordinance 2023-006, adding Section 38.5 Lakefront properties parking and storage for boats.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-006 -Chapter 38 (03.15.2023)	Ord. 2023-006 -Chapter 38 (03.15.2023).pdf	
2. Legal ad	Legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-006

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 38; ADDING SECTION 38-5 LAKEFRONT PROPERTIES PARKING AND STORAGE FOR BOATS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on March 7, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 38 Mobile Homes and Recreational Vehicles, adding Section 38-5 Lakefront Properties Parking and Storage for Boats, making changes to add and clarify language on residential lakefront properties parking and storage for boats and watercraft vessels; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 38 Mobile Homes and Recreational Vehicles of the Clermont Code of Ordinances shall be amended to make changes in Section 38-5 Lakefront Properties Parking and Storage for Boats, as set forth in the following amendments shown in Section 2.

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.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 38-5. Lakefront Properties parking and storage for boats.

- (1) A boat is described as any vessel such as a watercraft, Jet Ski, or airboat normally used to glide on water.
- (2) A boat and/or trailer may be parked on water frontage property in residential zoned districts, subject to the following restrictions and conditions:



CITY OF CLERMONT
ORDINANCE NO. 2023-006

- (a). The lake front property is separate from the plot that contains the primary living structure (i.e. frontage is separated by a roadway from the plot containing the primary living structure.)
- (b). The lake frontage property does not contain a structure suitable for sleeping or temporary living quarters.
- (c). All boats and trailers must have a valid registrations and license plates and be registered to the property owner. All watercraft vessels must appear operable by visual inspection.
- (d). The boat and trailer may not be parked on any rights of way or dedicated easements.
- (e). All ground cover or overgrown vegetation around the boat must be in compliance to City Codes and maintained by the property owner or occupant.
- (f). A maximum of four (4) watercraft vessels and/or two (2) trailers shall be permitted on each parcel or lot. (i.e. 3 jet skis and 1 boat), paddleboats and kayaks shorter than 10 feet in length are exempt from this section of the code.
- (g).No paid storage for boats or trailers shall be allowed for areas that are zoned residential.
- (h).Temporary structures or tents will not be allowed to remain on lakefront properties more than 24 hours in a 14 day timeframe.

Sec. 38-6. Penalty for violation of chapter.

Every person violating any provision of this chapter shall be subject to penalties as provided by section 1-15.

(Code 1962, § 24-5; Code 1998, § 38-5; Ord. No. 230-C, § 1, 3-22-1983)

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: 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.



CITY OF CLERMONT
ORDINANCE NO. 2023-006

SECTION 5: 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 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND 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. 2023-006

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/09/2023
Order Number:	8446987
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	53.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	02/21/2023 - 03/14/2023	Govt Public Notices
LEE dailycommercial.com	2	02/21/2023 - 03/14/2023	Govt Public Notices

Total Order Confirmation	\$164.76
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Ad Preview

LEGAL NOTICE

On Tuesday, March 7, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance. The final enactment of the proposed ordinance will be heard by the City Council on Tuesday, March 28, 2023 at 6:30 PM.

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 38 MOBILE HOMES AND RECREATIONAL VEHICLES; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the Development Services Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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
Daily Commercial 8446987
February 21, 2023 and
March 14, 2023



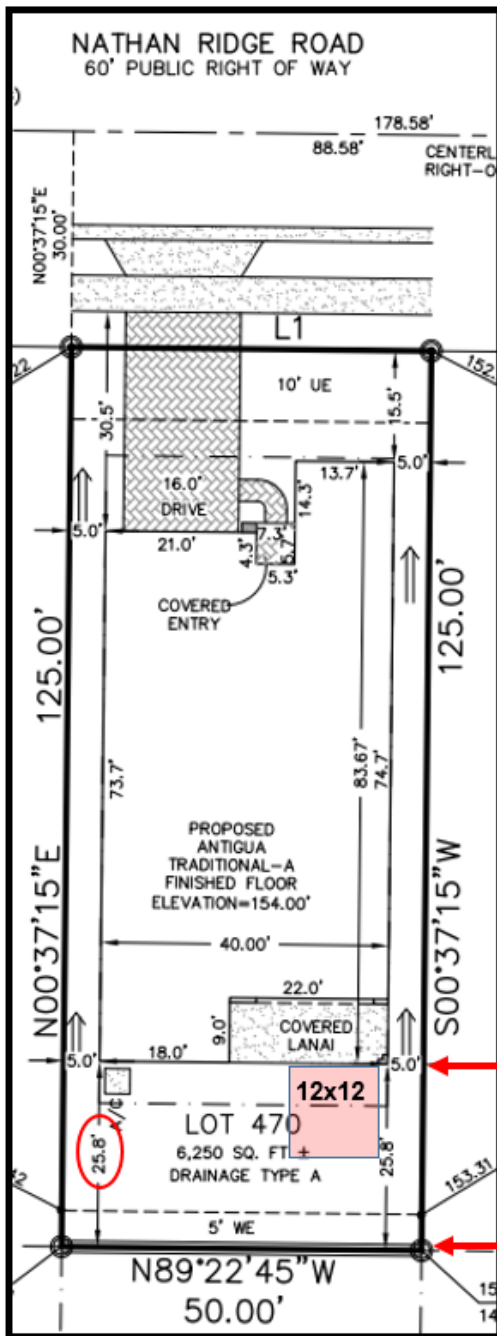
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, March 28, 2023	
Agenda Item Name	
Ordinance No. 2023-007 <i>Final LDC Amendment</i>	
Requested Action	
Recommend approval of Ordinance No. 2023-007	
Staff Report	
This is a staff initiated land development code change encompassing Section 122-342 Special Setbacks to adjust and clarify that section of the code. The major amendment in this Section is to allow screened/unscreened patios with a solid roof to be constructed up to 10 feet of the rear property line. The current code allows the construction up to 25 feet of the rear property line. The rear yard setback has posed a challenge to homeowners who would like a roofed outdoor seating area behind their home in the newer subdivisions. These subdivisions have larger homes while the lot sizes have been decreasing. A review of variance applications for a reduction in rear yard setbacks indicates a growing trend. The City had three (3) requests in 2020, seven (7) requests in 2021, four (4) requests in 2022 and four (4) requests so far in 2023. The City Council approved 70% of these requests. Each variance is evaluated on its own merits and past variance approvals are not grounds for approval of future variances, according to Section 86-172 of the Land Development Code. The demand for the roofed patios appear to be more common since the start of the Pandemic. Staff is also seeing more applicants stating that due to medical conditions, they cannot be exposed directly to the sun and desire the solid roof for protection with the ability to enjoy the outdoors. The solid roof patio also provides relief from Florida's weather elements as well. If this change is approved, the applicant will still be limited by the Impervious Surface Ratio (ISR) for the lot and the existing drainage/utility easements on the lot. Staff considered a 15 foot rear yard setback, but with the addition of a standard 12 feet by 12 feet roofed patio; this would still require a variance request if the primary structure was located 25 feet from the rear property line. This change is only for patios, screened or unscreened, with a solid roof built with dissimilar materials, limited to non-habitable space. Other changes in this section include the placement of air conditioner pads, generators, pool equipment and utility buildings within the property. Placement of these items can not be located within the drainage/utility easements and this change was clarified in the code. Specifications on limiting the size of a detached garage and storage building was also added to limit the square footage with a maximum up to 50% of the primary structure's habitable space. A clarification setback for restaurant canopies was also included since the current code requires all canopies be 30 feet from all property lines, including restaurant. This grouped all types of canopies into the 30 feet setback requirement. This has posed a challenge for some restaurants desiring canopies with their drive-thru since the building setback is much less than the current canopy setback. Restaurant canopies do not resemble the much larger types associated with gas stations, in regards to height and square footage, and they are more prone to be scaled with the building size. The addition of this setback would require a canopy used in a restaurant setting to meet the commercial zoning district building setbacks, which could be 12 feet from the side property line. Staff recommends approval of the proposed changes represented in the strikethrough (deletion) and underline (addition) language contained in ordinance 2023-007 for Section 122-342 Special Setbacks. <i>The Planning and Zoning Commission recommended approval, 6-1.</i>	
Additional Analysis	

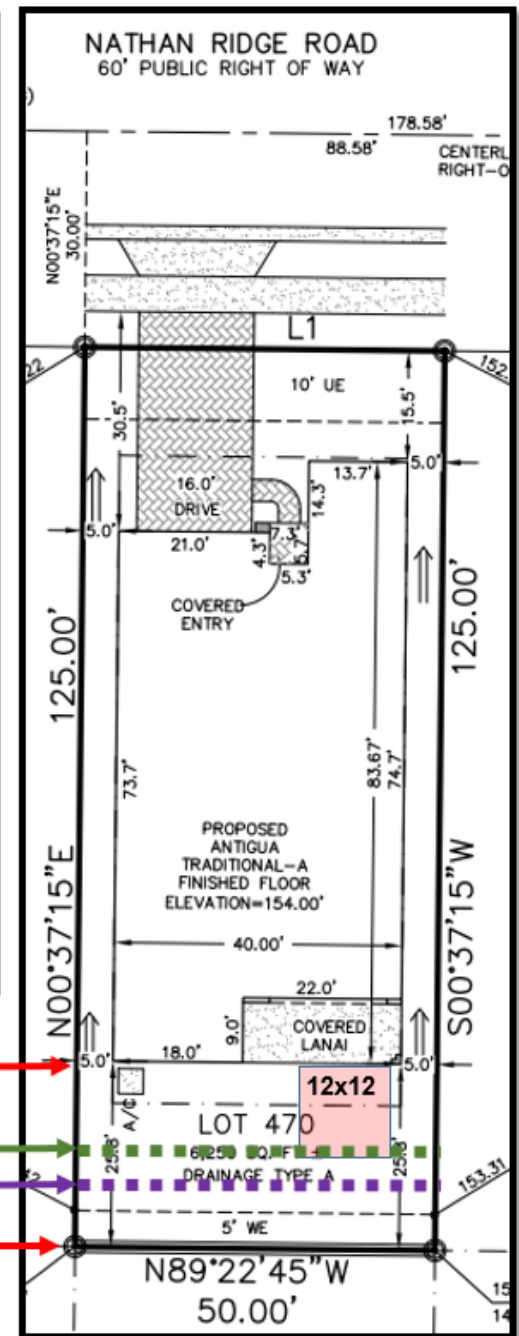
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Setback Comparison		Setback Comparison.pdf
2. Ord. 2023-007 - Section 122-342 Special Setbacks-strikethroughs (02.14.2023)		Ord. 2023-007 - Section 122-342 Special Setbacks-strikethroughs (02.14.2023).pdf
3. Ord. 2023-007 - Section 122-342 Special Setbacks (02.14.2023)		Ord. 2023-007 - Section 122-342 Special Setbacks (02.14.2023).pdf
4. 2023-007 Legal ad		2023-007 Legal ad.pdf



Comparison of reduced rear yard setbacks for solid roof patio. The figure on the left has the current 25 foot setback at the back of the home (red oval). A variance would be required in order to install a standard 12 feet by 12 feet roofed patio (red square).

The figure on the right has the proposed 10 foot setback (purple line) and 15 foot setback (green line). The 15 foot setback was shown to indicate the installation of a standard 12 feet by 12 feet solid roof patio would be intruding into the setback by 2 feet. The 10 foot setback would provide for ample room to install a usable roofed patio.

*Note: The property will still be subject to easements and impervious surface ratio.



25 foot setback line

15 foot setback line

10 foot setback line

Rear Property Line



CITY OF CLERMONT
ORDINANCE NO. 2023-007

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 122 ZONING; SECTION 122-342 SPECIAL SETBACKS; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on March 7, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 122 Zoning, Section 122-342 Special Setbacks, making changes to clarify language on special setbacks for generators, pool equipment, restaurant canopies, accessory structure sizes and patios with solid roofs from rear property line setback; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 122 Zoning of the Clermont Code of Ordinances be amended to make changes in Section 122-342 Special Setbacks, as set forth in the following amendments shown in Section 2 with strikethroughs indicating the removal of existing language and underlines indicating the addition of language.

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.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 122-342. Special setbacks

- (a) This section provides for specific accessory structures and architectural appurtenances and features to be located within required building setback areas. Recorded easements, Impervious Surface Ratio (ISR) and required landscaped buffers shall supersede the minimum dimensions permitted by this section.
- (b) Special setbacks are as follows:

CITY OF CLERMONT
ORDINANCE NO. 2023-007

Structure or Building Feature	Special Setback
Air conditioner pads, <u>generators and pool equipment</u>	Equal to required side yard setback from rear property line <u>and must be placed in the rear yard unless side yard setback can be met. side yard allows placement not in an easement.</u>
Antennas, private noncommercial (i.e., dish antennas)	Front yard, not allowed; side yard, 7.5 feet; rear yard, 25 feet.
Awnings, eaves, belt courses, chimneys, buttresses, cornices and sills	May project into the required yard setback no more than 36 inches.
Canopies, commercial (i.e., service stations)	30-foot setback from all property lines.
<u>Canopies, restaurant</u>	<u>Commercial zoning setback from all property lines.</u>
Driveways	Must maintain at least a five-foot setback from a side lot line for landscaping, and may be located in the rear yard no closer to the rear lot line than the required side yard setback. One shared driveway may be used with site plan approval.
Garages and storage buildings greater than 150 square feet and greater than nine feet in height. <u>No building shall be larger than 50 % of the primary structure's habitable space.</u>	May be located behind the front building line and shall be subject to the setbacks required for all other structures.
Patios, unroofed and unenclosed	May be located in the rear yard no closer than the required side yard setback.
<u>Patios, screened/unscreened with solid roof built with dissimilar materials. Limited to non-habitable space.</u>	<u>May be located in the rear yard no closer than 10 feet from the rear property line.</u>
Porches or terraces, open, unroofed and unenclosed	May project into a required front yard for a distance of ten feet.
Retaining walls and decorative walls	Exempt from yard requirements.
Screen enclosures with screen material roofs	May be located in the rear yard no closer to the rear property line than the required side yard setback.
Sidewalks, unroofed	May be located in the rear yard no closer than the required side yard setback.
Swimming pools, above ground, and their decks	Must be located behind the front building line, and shall be subject to the setbacks required for all other structures.
Swimming pools, in-ground, and their decks	Must be located behind the front building line, and shall be no closer to any property line than the required side yard setback.
Utility buildings, single, less than 150 square feet and less than nine feet tall (must be located in the rear yard <u>behind the front building line</u>)	30 inches from side and rear property lines. <u>No encroachment into any drainage and/or utility easement.</u>
Yard ornaments	Exempt from yard requirements.



CITY OF CLERMONT
ORDINANCE NO. 2023-007

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: 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 5: 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 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND 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. 2023-007

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-007

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 122 ZONING; SECTION 122-342 SPECIAL SETBACKS; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on March 7, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 122 Zoning, Section 122-342 Special Setbacks, making changes to clarify language on special setbacks for generators, pool equipment, restaurant canopies, accessory structure sizes and patios with solid roofs from rear property line setback; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 122 Zoning of the Clermont Code of Ordinances be amended to make changes in Section 122-342 Special Setbacks, as set forth in the following amendments shown in Section 2.

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.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 122-342. Special setbacks

- (a) This section provides for specific accessory structures and architectural appurtenances and features to be located within required building setback areas. Recorded easements, Impervious Surface Ratio (ISR) and required landscaped buffers shall supersede the minimum dimensions permitted by this section.
- (b) Special setbacks are as follows:

CITY OF CLERMONT
ORDINANCE NO. 2023-007

Structure or Building Feature	Special Setback
Air conditioner pads, generators and pool equipment	Equal to required side yard setback from rear property line and must be placed in the rear yard unless side yard setback can be met.
Antennas, private noncommercial (i.e., dish antennas)	Front yard, not allowed; side yard, 7.5 feet; rear yard, 25 feet.
Awnings, eaves, belt courses, chimneys, buttresses, cornices and sills	May project into the required yard setback no more than 36 inches.
Canopies, commercial (i.e., service stations)	30-foot setback from all property lines.
Canopies, restaurant	Commercial zoning setback from all property lines.
Driveways	Must maintain at least a five-foot setback from a side lot line for landscaping, and may be located in the rear yard no closer to the rear lot line than the required side yard setback. One shared driveway may be used with site plan approval.
Garages and storage buildings greater than 150 square feet and greater than nine feet in height. No building shall be larger than 50 % of the primary structure's habitable space.	May be located behind the front building line and shall be subject to the setbacks required for all other structures.
Patios, unroofed and unenclosed	May be located in the rear yard no closer than the required side yard setback.
Patios, screened/unscreened with solid roof built with dissimilar materials. Limited to non-habitable space.	May be located in the rear yard no closer than 10 feet from the rear property line.
Porches or terraces, open, unroofed and unenclosed	May project into a required front yard for a distance of ten feet.
Retaining walls and decorative walls	Exempt from yard requirements.
Screen enclosures with screen material roofs	May be located in the rear yard no closer to the rear property line than the required side yard setback.
Sidewalks, unroofed	May be located in the rear yard no closer than the required side yard setback.
Swimming pools, above ground, and their decks	Must be located behind the front building line, and shall be subject to the setbacks required for all other structures.
Swimming pools, in-ground, and their decks	Must be located behind the front building line, and shall be no closer to any property line than the required side yard setback.
Utility buildings less than 150 square feet and less than nine feet tall (must be located behind the front building line)	30 inches from side and rear property lines. No encroachment into any drainage and/or utility easement.
Yard ornaments	Exempt from yard requirements.



CITY OF CLERMONT
ORDINANCE NO. 2023-007

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: 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 5: 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.

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Regardless of whether such inclusion in the Code as described in Section 5 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND 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. 2023-007

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/06/2023
Order Number:	8432788
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	02/20/2023 - 03/13/2023	Govt Public Notices
LEE dailycommercial.com	2	02/20/2023 - 03/13/2023	Govt Public Notices

Total Order Confirmation	\$158.92
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Ad Preview

LEGAL NOTICE

On Tuesday, March 7, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance. The final enactment of the proposed ordinance will be heard by the City Council on Tuesday, March 28, 2023 at 6:30 PM.

ORDINANCE NO. 2023-007

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 122 ZONING; SECTION 122-342 SPECIAL SETBACKS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the Development Services Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

L# 2/20, 3/13/23 2t



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Resolution No. 2023-012R		
Requested Action		
Request approval of Resolution No. 2023-012R updating the comprehensive fee schedule for Water and Sewer Utility Billing User Fees.		
Staff Report		
The City contracted with Raftelis Financial Consultants Inc. to complete a revenue-sufficiency study for the water and wastewater systems. At a workshop held on February 21, 2023 various principal cost drivers were shared: - Increases to operating expenses as a result of inflation - Identification of ongoing capital maintenance projects and replacement of aging infrastructure - Completion of a recent master plan showing the need to expand treatment and transmission facilities to serve new growth Raftelis presented the findings, recommendations and conclusions that identified the need for rate adjustments to increase the monthly rates for utility services beginning on and after April 1, 2023. At the conclusion of the workshop, City Council directed staff to prepare the proposed rate resolution and provide written notice to customers that such rates will be considered for adoption during a Public Hearing. The proposed resolution has rate adjustments beginning April 1, 2023. Additional rate adjustments are identified for each Fiscal Year through 2027, which would become effective each October 1st. Thereafter, the annual rate adjustments on October 1 would coincide with the Florida Public Service Commission Annual Index Percentage.		
Additional Analysis		
Fiscal Impact Summary		
With the adoption of the proposed rates, the City is projected to maintain cash reserve balances that are consistent with City policy, while projected Net Revenues under the adopted rates are estimated to exceed the minimum debt service requirements established by the existing Bond Resolution that requires the City to maintain Net Revenues in all years exceeding 110% of the Annual Debt Service Payments on all senior lien debt.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2023-012R combined with Schedule A and B	Resolution 2023-012R combined with Schedule A and B.pdf
2.	Notice of Public Hearing utility adjustment March	Notice of Public Hearing utility adjustment March.pdf
3.	Summary WS Rate Study Letter Report_March2023	Summary WS Rate Study Letter Report_March2023.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-012R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING A FEE SCHEDULE FOR UTILITY BILLING USER FEES – WATER AND SEWER; AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR WATER AND SEWER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1:

The City Council does hereby adopt the City of Clermont Fee Schedule for utility billing fees – water and sewer as set forth in Schedule A and Schedule B, attached hereto and incorporated herein.

SECTION 2:

Water (potable and irrigation) and Sewer rates noted in Schedule A and B shall be adjusted April 1, 2023 and again October 1, 2023 and each October 1 through October 1, 2026. Effective October 1, 2027 rates shall be adjusted by the Florida Public Service Commission Annual Index Percentage.

SECTION 3: CONFLICT

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

SECTION 4:

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 the need of public hearing, by filing a corrected copy of the same with the City Clerk.



CITY OF CLERMONT
RESOLUTION NO. 2023-012R

SECTION 5:

A copy of this Resolution along with a copy of the fee schedule in its entirety shall be kept in the office of the City Clerk and shall be available for public review as reasonably appropriate.

SECTION 6: EFFECTIVE DATE

This Resolution shall take effect March 28, 2023 upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-012R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

SCHEDULE A

Table 21
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study
Summary of Existing and Proposed Rates - Inside City [1]

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30,				
			2023	2024	2025	2026	2027
	Effective Date		Apr. 1, 2023	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026
	Potable Water Service						
1	Proposed Potable Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
	<u>Residential - Single Unit</u>						
2	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
3	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
4	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
5	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
6	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Residential - Multi Unit - Individually Metered</u>						
7	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
8	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
9	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
10	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
11	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
	<u>Residential - Multi Unit - Master Metered</u>						
	Monthly Base Charge per meter (Applies when three or more units are serviced by one meter and the meter is not connected to an irrigation system) [2]	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
13	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
14	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
15	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
16	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
	<u>Non-Residential - Single Unit</u>						
17	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
18	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
19	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
20	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
21	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Non-Residential - Multi Unit - Individually Metered</u>						
22	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
23	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
24	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
25	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
26	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Non-Residential - Multi Unit - Master Metered</u>						
27	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
28	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
29	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
30	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
31	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63

SCHEDULE A

Table 21
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study
Summary of Existing and Proposed Rates - Inside City [1]

Line No.	Description	Existing	Proposed for Fiscal Year Ending September 30,				
		2023	2023	2024	2025	2026	2027
Irrigation Water Service							
32	Proposed Irrigation Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
33	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
34	1,000 - 10,000 Gallons	\$1.60	\$1.86	\$2.17	\$2.53	\$2.61	\$2.69
35	11,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
36	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Sewer Service							
37	Proposed Sewer Rate Adjustment	N/A	8.00%	8.00%	8.00%	8.00%	8.00%
Residential - Single Unit							
38	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
39	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
40	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
41	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
42	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
43	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
44	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
45	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
46	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
47	Maximum gallons subject to variable charge	16,000	16,000	16,000	16,000	16,000	16,000
Residential - Multi Unit - Individually Metered							
48	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
49	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
50	Maximum gallons subject to variable charge	13,000	13,000	13,000	13,000	13,000	13,000
Residential - Multi Unit - Master Metered							
51	Monthly Base Charge per unit	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
52	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
53	Maximum gallons subject to variable charge per unit	13,000	13,000	13,000	13,000	13,000	13,000
Non-Residential - Single Unit							
54	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
55	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
56	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
57	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
58	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
59	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
60	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
61	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
62	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
63	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Individually Metered							
64	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
65	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
66	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
67	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
68	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
69	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
70	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
71	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
72	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
73	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Master Metered							
74	Monthly Base Charge per unit	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
75	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
76	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max

Footnotes:

- [1] Customers outside the City limits subject to a 25% surcharge.
[2] Applies when three (3) or more units are serviced by one meter and the meter is not connected to an irrigation system.

SCHEDULE B

Table 22
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Outside City [1]

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30,				
			2023	2024	2025	2026	2027
	Effective Date		Apr. 1, 2023	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026
	Potable Water Service						
1	Proposed Potable Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
	Residential - Single Unit						
2	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
3	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
4	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
5	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
6	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	Residential - Multi Unit - Individually Metered						
7	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
8	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
9	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
10	21,000 - 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
11	Over 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
	Residential - Multi Unit - Master Metered						
	Monthly Base Charge per meter (Applies when three or more units are serviced by one meter and the meter is not connected to an irrigation system) [2]						
12		\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
13	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
14	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
15	21,000 - 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
16	Over 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
	Non-Residential - Single Unit						
17	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
18	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
19	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
20	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
21	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	Non-Residential - Multi Unit - Individually Metered						
22	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
23	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
24	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
25	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
26	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	Non-Residential - Multi Unit - Master Metered						
27	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
28	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
29	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
30	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
31	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05

SCHEDULE B

Table 22
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Outside City [1]

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30,				
			2023	2024	2025	2026	2027
Irrigation Water Service							
32	Proposed Irrigation Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
33	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
34	1,000 - 10,000 Gallons	\$2.00	\$2.33	\$2.71	\$3.16	\$3.25	\$3.35
35	11,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
36	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
Sewer Service							
37	Proposed Sewer Rate Adjustment	N/A	8.00%	8.00%	8.00%	8.00%	8.00%
Residential - Single Unit							
38	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
39	Monthly Base Charge per meter (1" meter)	55.77	60.23	65.05	70.25	75.87	81.94
40	Monthly Base Charge per meter (1 1/2" meter)	111.52	120.44	130.08	140.49	151.73	163.87
41	Monthly Base Charge per meter (2" meter)	178.46	192.74	208.16	224.81	242.79	262.21
42	Monthly Base Charge per meter (3" meter)	356.92	385.47	416.31	449.61	485.58	524.43
43	Monthly Base Charge per meter (4" meter)	557.69	602.31	650.49	702.53	758.73	819.43
44	Monthly Base Charge per meter (6" meter)	1,115.46	1,204.70	1,301.08	1,405.17	1,517.58	1,638.99
45	Monthly Base Charge per meter (8" meter)	1,784.65	1,927.42	2,081.61	2,248.14	2,427.99	2,622.23
46	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
47	Maximum gallons subject to variable charge	16,000	16,000	16,000	16,000	16,000	16,000
Residential - Multi Unit - Individually Metered							
48	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.87	\$19.30	\$20.84	\$22.51	\$24.31	\$26.25
49	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
50	Maximum gallons subject to variable charge	13,000	13,000	13,000	13,000	13,000	13,000
Residential - Multi Unit - Master Metered							
51	Monthly Base Charge per unit	\$17.87	\$19.30	\$20.84	\$22.51	\$24.31	\$26.25
52	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
53	Maximum gallons subject to variable charge per unit	13,000	13,000	13,000	13,000	13,000	13,000
Non-Residential - Single Unit							
54	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
55	Monthly Base Charge per meter (1" meter)	55.77	60.23	65.05	70.25	75.87	81.94
56	Monthly Base Charge per meter (1 1/2" meter)	111.52	120.44	130.08	140.49	151.73	163.87
57	Monthly Base Charge per meter (2" meter)	178.46	192.74	208.16	224.81	242.79	262.21
58	Monthly Base Charge per meter (3" meter)	356.92	385.47	416.31	449.61	485.58	524.43
59	Monthly Base Charge per meter (4" meter)	557.69	602.31	650.49	702.53	758.73	819.43
60	Monthly Base Charge per meter (6" meter)	1,115.46	1,204.70	1,301.08	1,405.17	1,517.58	1,638.99
61	Monthly Base Charge per meter (8" meter)	1,784.65	1,927.42	2,081.61	2,248.14	2,427.99	2,622.23
62	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
63	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Individually Metered							
64	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
65	Monthly Base Charge per meter (1" meter)	55.77	60.23	65.05	70.25	75.87	81.94
66	Monthly Base Charge per meter (1 1/2" meter)	111.52	120.44	130.08	140.49	151.73	163.87
67	Monthly Base Charge per meter (2" meter)	178.46	192.74	208.16	224.81	242.79	262.21
68	Monthly Base Charge per meter (3" meter)	356.92	385.47	416.31	449.61	485.58	524.43
69	Monthly Base Charge per meter (4" meter)	557.69	602.31	650.49	702.53	758.73	819.43
70	Monthly Base Charge per meter (6" meter)	1,115.46	1,204.70	1,301.08	1,405.17	1,517.58	1,638.99
71	Monthly Base Charge per meter (8" meter)	1,784.65	1,927.42	2,081.61	2,248.14	2,427.99	2,622.23
72	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
73	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Master Metered							
74	Monthly Base Charge per unit	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
75	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
76	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max

Footnotes:

[1] Amounts include the 25% outside City surcharge.

[2] Applies when three (3) or more units are serviced by one meter and the meter is not connected to an irrigation system.



Notice of Public Hearing

On March 28, 2023 at 6:30 PM, the City Council will hold a public hearing to discuss potential increases to the water and sewer rates.

The meeting will be held in the Council Chambers. If approved, these adjustments would appear on your April 2023 utility bill statement.

CITY OF CLERMONT

Water and Wastewater Revenue Sufficiency Study

Final / March 2023

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March 2023

Honorable Mayor and Members
of the City Commission
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Subject: Water and Wastewater Revenue Sufficiency Study

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (Raftelis) has completed a revenue sufficiency study for the City of Clermont's (City) water and wastewater systems (System). On February 21, 2023, we presented our findings, recommendations, and conclusions that identified the need for rate adjustments to increase the monthly rates for utility services beginning on and after April 1, 2023. Additional rate adjustments were also identified for each subsequent year through Fiscal Year 2027, which would become effective each October 1st.

During the workshop the following principal cost drivers were discussed:

- Notification of recent increases to operating expenses as a result of inflation
 - 22% increase in health insurance costs (Jan. 2023)
 - 40% increase in power costs (15% Jan. 2023 and 22% Apr. 2023)
 - 7% increase in the consumer price index
 - 15% increase in labor-related costs to help retain existing staff and attract new employees to fill vacant positions
- Identification of ongoing capital maintenance projects and replacement of aging infrastructure
 - Ensures service reliability
 - Safeguards the public's health and safety
- Completion of a recent master plan showing the need to expand treatment and transmission facilities to serve new growth
 - Requires a \$49.6 million investment to expand the wastewater plant (WWTP)
 - 45% funded with existing impact fees and grants
 - 55% assumed to be financed with long-term debt
 - Future impact fee revenues will be used to pay a portion of the proposed annual payments
 - Other key projects include:
 - Lower Floridian Aquifer Well (Sunburst Well) - \$6.2 million
 - East Water System Looping - \$1.6 million
 - West Water System Improvements - \$1.7 million
 - Lift Station Pump Replacements/ Improvements - \$3.1 million
 - Large Vehicle Replacements - \$1.7 million

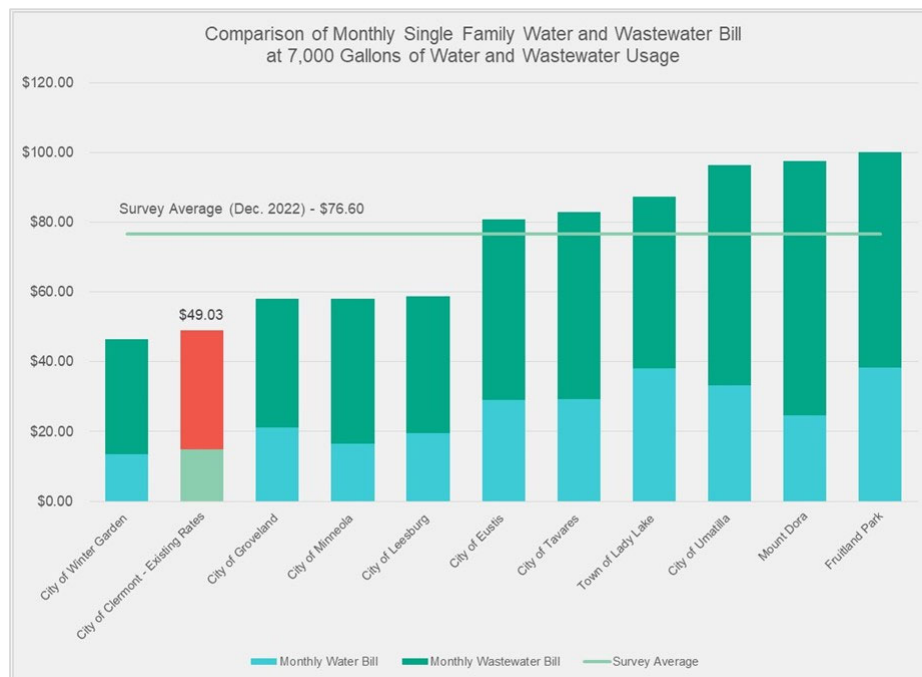
At the conclusion of the workshop, the City Commission requested that City staff prepare the proposed rate resolution and provide notice to customers that such rates will be considered for adoption during a public hearing on March 28, 2023.

BACKGROUND

The City's first comprehensive water and wastewater rate study was conducted in 2017. Prior to this study, the City's water rates remained unchanged for at least 15 years (since 2002), while the wastewater rates were adjusted by a previously adopted index that averaged approximately 4% per year from 2002 through 2017. Based on the recommendations of the 2017 rate study, the City Council also implemented an annual index for the water system.

Both the water and wastewater (automatic) indexing provisions are based on the prior year change in the GDP Price Deflator Index as adopted by the Florida Public Service Commission (FPSC Index). Implementation of the index lags actual inflation by almost two years. Since 2018, water and wastewater rates were adjusted 13% while the cumulative FPSC Index rose 18%. This includes the published FPSC Index of 7.07% for 2022, which is available for implementation in Fiscal Year 2024.

Existing customers have benefited from lower utility rates primarily due to increased revenues resulting from new customer connections within the City's service area and based on the City's ability to defer certain capital improvements. Existing rates are approximately \$27.57 per month lower than neighboring utilities when compared to a recent survey shown below:



The City recently updated its comprehensive master plans that identified strategic improvements necessary to meet the needs of new development. To continue to meet future capacity requirements, City staff propose to expand the City's wastewater treatment plant and to make certain water and wastewater transmission upgrades and improvements. A study is currently underway to update the water and wastewater impact fees to ensure that developers are paying their proportionate share of the existing and planned treatment and transmission facilities.

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The total cost of the WWTP Expansion is \$49.6 million, which is proposed to be funded as follows:

- State Grant - \$2.0 million
- Use of existing wastewater impact fees - \$20.3 million
- Long-term bank note - \$27.3 million
 - Preliminary estimates by the City's Financial Advisor (PFM) based on a 20-year bank loan with a 4.0% borrowing rate
 - Annual payments estimated to average \$2.1 million per year with issuance on or after June 1, 2023
 - Future impact fee revenues will be used to pay a portion of the proposed annual payments

To evaluate the adequacy of rates to cover the current costs of the System, the City retained Raftelis to prepare a revenue sufficiency study that included the following tasks:

- Develop a financial forecast through FY27, including a projection of:
 - Customers and revenues
 - Operating expenses
 - Capital improvement requirements and funding
 - Future debt service payments associated with the WWTP Expansion
- Estimate the revenue requirements to be recovered from water and wastewater monthly service rates
- Identify the need for rate adjustments during the study period

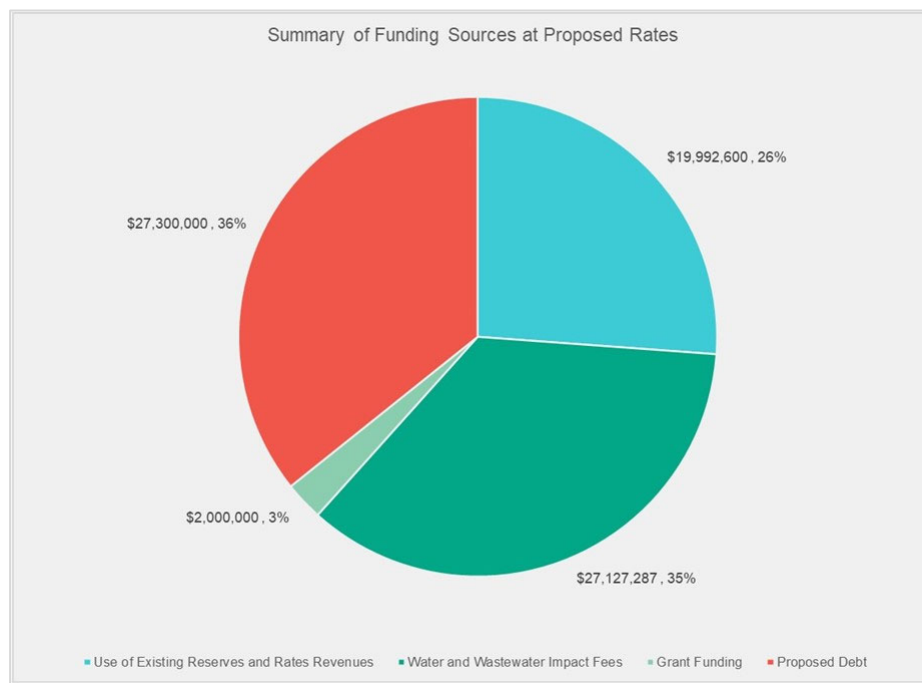
ADEQUACY OF MONTHLY SERVICE RATES

As shown in Appendix A, we evaluated the sufficiency of current water and wastewater rates for the five-year study period ending September 30, 2027. The analysis was predicated on the proposed 2023 budget, which was subsequently adjusted to account for increases in operating expenses associated with recent inflation. Major study assumptions include the following:

1. Current revenues under existing rates are projected to increase 2% per year based on new growth from developer-driven projects
2. New construction is estimated to provide impact fee revenues averaging \$3.5 million per year
 - a. Available impact fees were reduced for existing developer credits (Wellness Way)
 - b. Impact fee revenues are first pledged to pay 83% of existing debt (Series 2017 Revenue Refunding Bonds) and any approved capital projects
 - c. After using \$20.3 million of existing wastewater impact fee reserves to fund 40% of the WWTP Expansion, future impact fee revenues are estimated to be adequate to pay 50% of the projected (new) debt service payments
3. City staff have received several notices of increased operating expenses that will require amendments to the adopted budget
 - a. Primary increases in salaries, health insurance, and power costs
4. City staff have also identified the need to add six (6) utility service workers over two years (FY25/26) to meet future service levels
 - a. While a small increase in power costs is anticipated when the WWTP Expansion is completed, no new plant operators have been assumed
5. After providing allowances for future inflation, total operating expenses projected to increase approximately 7.8% per year on average over the study period

6. The utility makes an annual transfer to the General Fund equal to approximately 15% of gross revenues
 - a. The existing transfer was (generally) held constant over the study period by lowering the percent of revenues transferred each year
 - b. Based on discussions with City staff, we lowered the 15% transfer to 11% by FY27, with the goal of reaching 10% of revenues in FY28

As discussed in the previous sections, the City estimates spending approximately \$76.4 million for capital improvements during the study period. After considering the proposed water and wastewater rate adjustments necessary to meet the annual expenditure requirements, the following funding plan was developed:

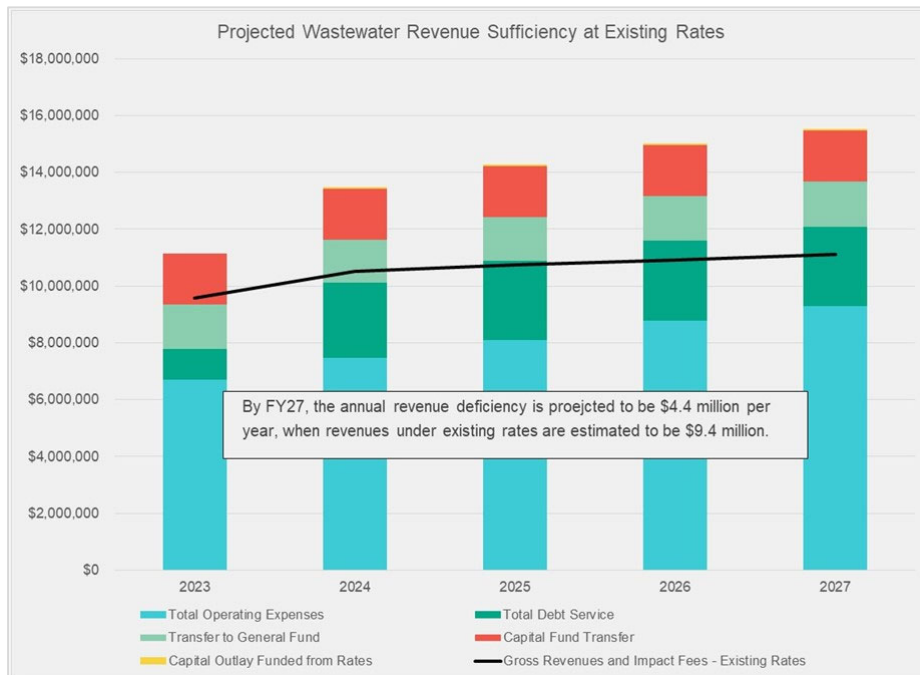
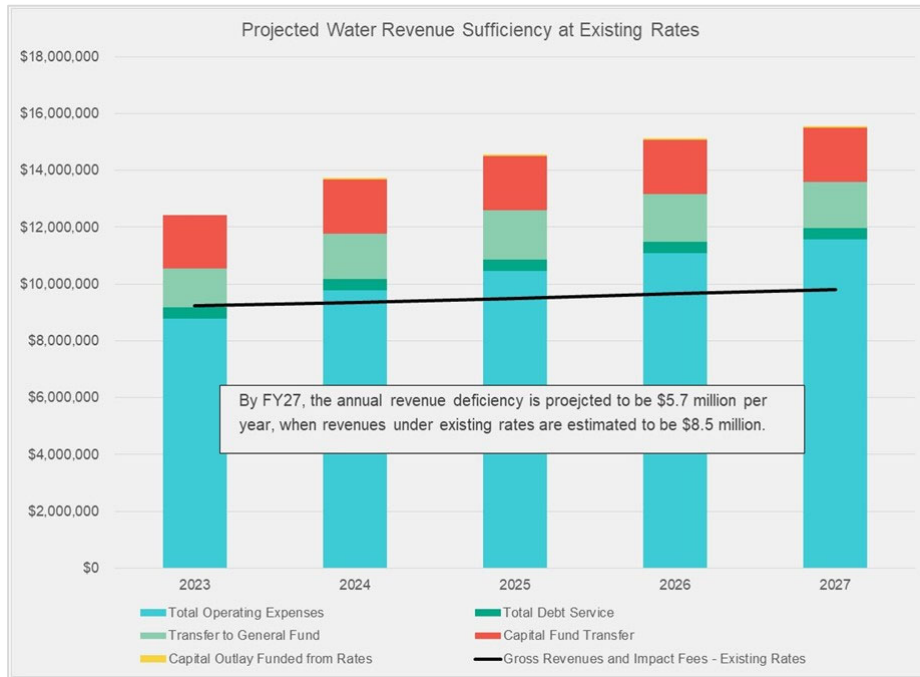


As shown above, approximately 64% of the overall project costs are assumed to be paid directly from monthly rates for service, impact fees, and grants. The remaining project costs associated with the WWTP Expansion, or \$27.3 million, are assumed to be funded with a long-term bank loan as provided by the City's financial advisor (PFM). Such initial terms include an estimated annual interest cost of 4% over 20-years.

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Summary Results

As outlined in Appendix A following this letter, revenue growth is expected to average approximately 2% per year. However, when considering the increased operating expense assumptions, proposed new loan payments, and other capital improvement costs, revenues under existing rates are not adequate to fully fund the system requirements as shown below:



Other study goals, requirements and considerations include the following:

- Fully fund the operating and capital requirements of the system over the study period
- Maintain adequate reserves
 - Satisfy the City’s cash reserve policy (Emergency Reserve) of 90 days (25%) of net operating expenditures in order to provide a contingency to respond to natural disasters and other unforeseen events
 - Provide approximately 30 days of reserves above the minimum requirement to provide adequate working capital to meet the operating needs of the system
 - Retain reserve funds in the Capital Replacement Fund based on (one year’s) recurring capital maintenance expenditures or approximately \$3.7 million which reflects the annual average needs identified in the capital plan
- Provide net revenues sufficient to maintain a strong debt service coverage margin
- Avoid unnecessary “rate shock”
 - Rate adjustments should be phased in over time to the extent practicable

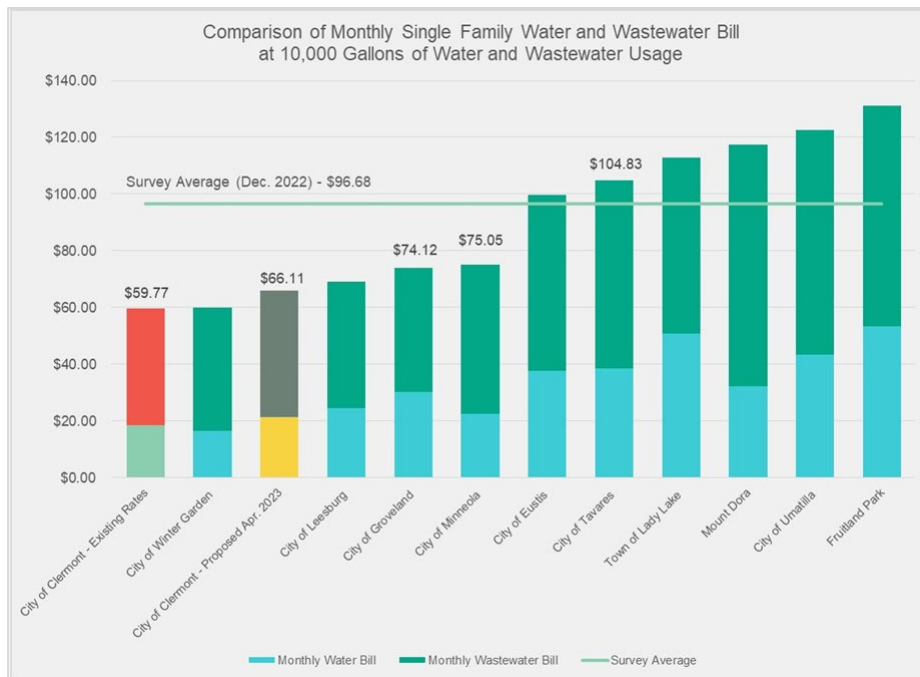
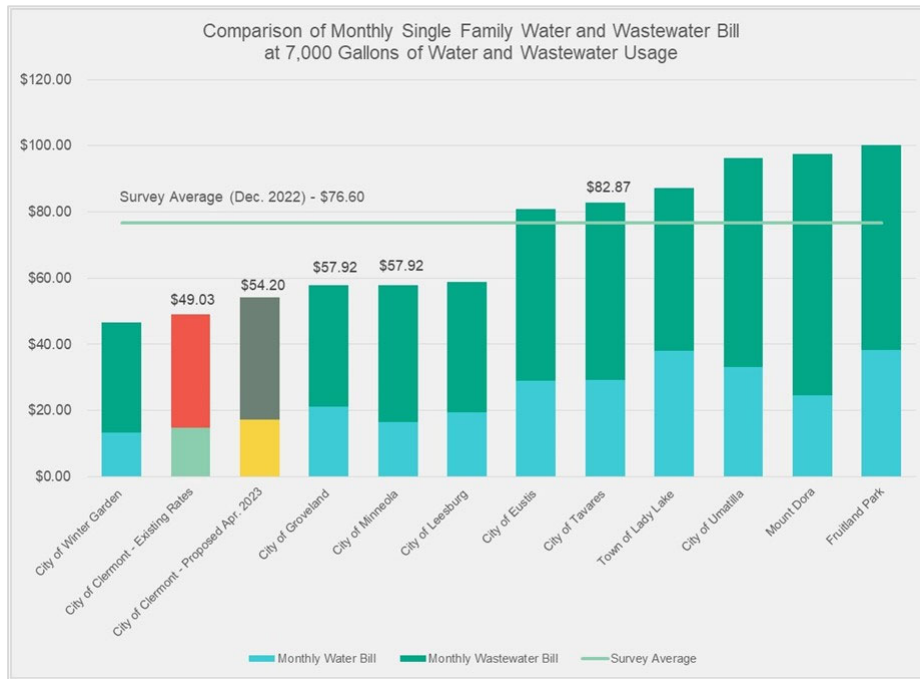
Based on the planning criteria noted above, a phased approach to adjusting monthly service rates is recommended as follows:

Description	Existing	FY23	FY24	FY25	FY26	FY27
Effective Date	Oct. 2022	Apr. 2023	Oct. 2023	Oct. 2024	Oct. 2025	Oct. 2026
Existing/Projected Residential Bill – 7,000 Gallons	\$49.03	\$54.20	\$60.00	\$66.53	\$70.72	\$75.20
Rate Adjustment - Residential Water & Wastewater Bill (7,000 Gallons)		<u>\$5.17</u>	<u>\$5.80</u>	<u>\$6.53</u>	<u>\$4.19</u>	<u>\$4.48</u>
Existing/Projected Residential Bill – 10,000 Gallons	\$59.77	\$66.11	\$73.23	\$81.26	\$86.35	\$91.79
Rate Adjustment - Residential Water & Wastewater Bill (10,000 Gallons)		<u>\$6.34</u>	<u>\$7.12</u>	<u>\$8.03</u>	<u>\$5.09</u>	<u>\$5.44</u>
Existing/Projected Residential Bill – 12,000 Gallons	\$67.67	\$74.91	\$83.05	\$92.24	\$97.97	\$104.09
Rate Adjustment - Residential Water & Wastewater Bill (12,000 Gallons)		<u>\$7.24</u>	<u>\$8.14</u>	<u>\$9.19</u>	<u>\$5.73</u>	<u>\$6.12</u>
Existing/Projected Residential Bill – 15,000 Gallons	\$79.52	\$88.11	\$97.78	\$108.71	\$115.40	\$122.54
Rate Adjustment - Residential Water & Wastewater Bill (15,000 Gallons)		<u>\$8.59</u>	<u>\$9.67</u>	<u>\$10.93</u>	<u>\$6.69</u>	<u>\$7.14</u>

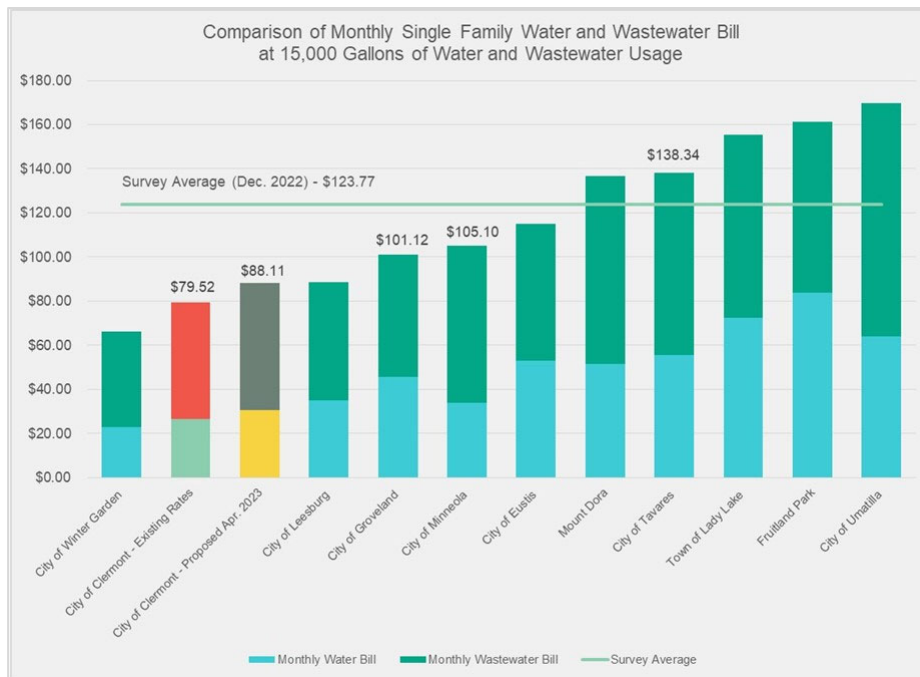
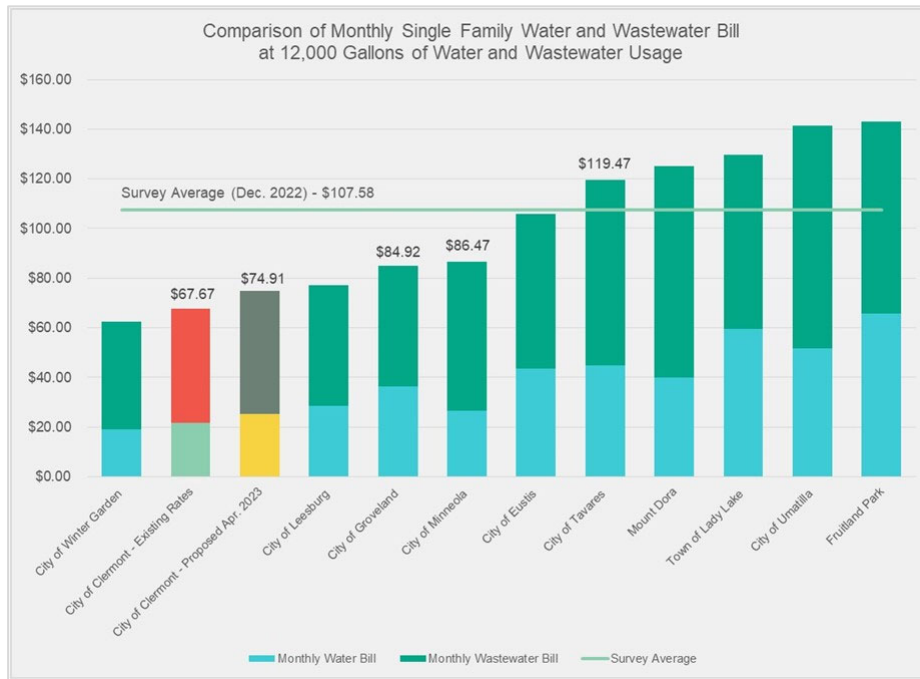
[*] Amounts include both the monthly base charge and variable charges for residential water and wastewater service provided through a single metered service connection. Rate adjustments required to meet minimum cash reserve targets by FY25, and to provide a “break-even” cashflow by FY27.

To provide the City additional information related to the existing and proposed rates, the following surveys were prepared based on the existing rates for service among several neighboring utilities:

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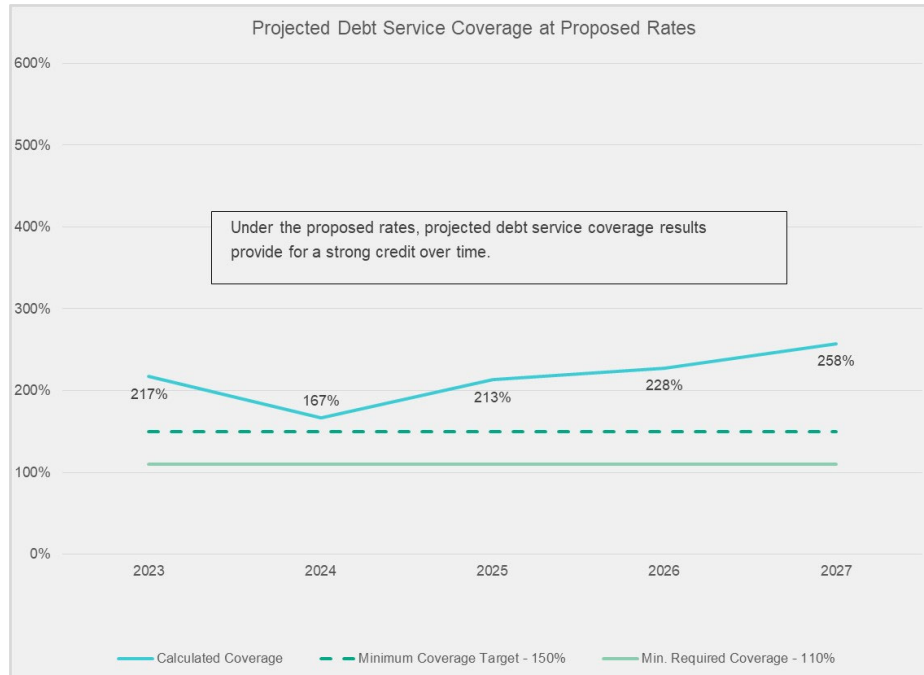
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DEBT SERVICE COMPLIANCE ANALYSIS

The City's existing Bond Resolution requires that the City maintain Net Revenues is all years exceeding 110% of the Annual Debt Service Payments on all senior lien debt. If the proposed rates are adopted, the City is projected to maintain cash reserve balances that are consistent with City policy, while projected Net Revenues under the adopted rates are estimated to exceed the minimum debt service coverage requirements as shown below:



Following this letter is a copy of the workshop presentation that was presented to the City Commission on February 21, 2023, and the study tables that support our conclusions and recommendations. We appreciate the opportunity to be of service to the City and would like to thank staff for their valuable assistance and cooperation during the course of this study.

Respectfully submitted,

Raftelis Financial Consultants, Inc.

Murray M. Hamilton, Jr.
Vice President

Enclosures

Appendix A – PowerPoint Presentation

Appendix B – Study Tables

APPENDIX A

City of Clermont

Water and Wastewater Revenue Sufficiency Study

Presented on February 21, 2023 (City Council Workshop)
(With minor edits as of March 7, 2023)



Discussion Topics

Executive Summary

Existing Conditions

Study Objectives and Tasks

Major Study Assumptions & Considerations

Conclusions & Recommendations

Appendix A - Supplemental Information

Existing Conditions

- The City's first comprehensive water and wastewater rate study was conducted in 2017
 - › Prior to this study, the City's water rates remained unchanged for at least 15 years (since 2002), while the wastewater rates were adjusted by a previously adopted index that averaged approximately 4% per year from 2002 through 2017
 - › Based on the recommendations of the 2017 rate study, the City Council also implemented an annual index for the water system

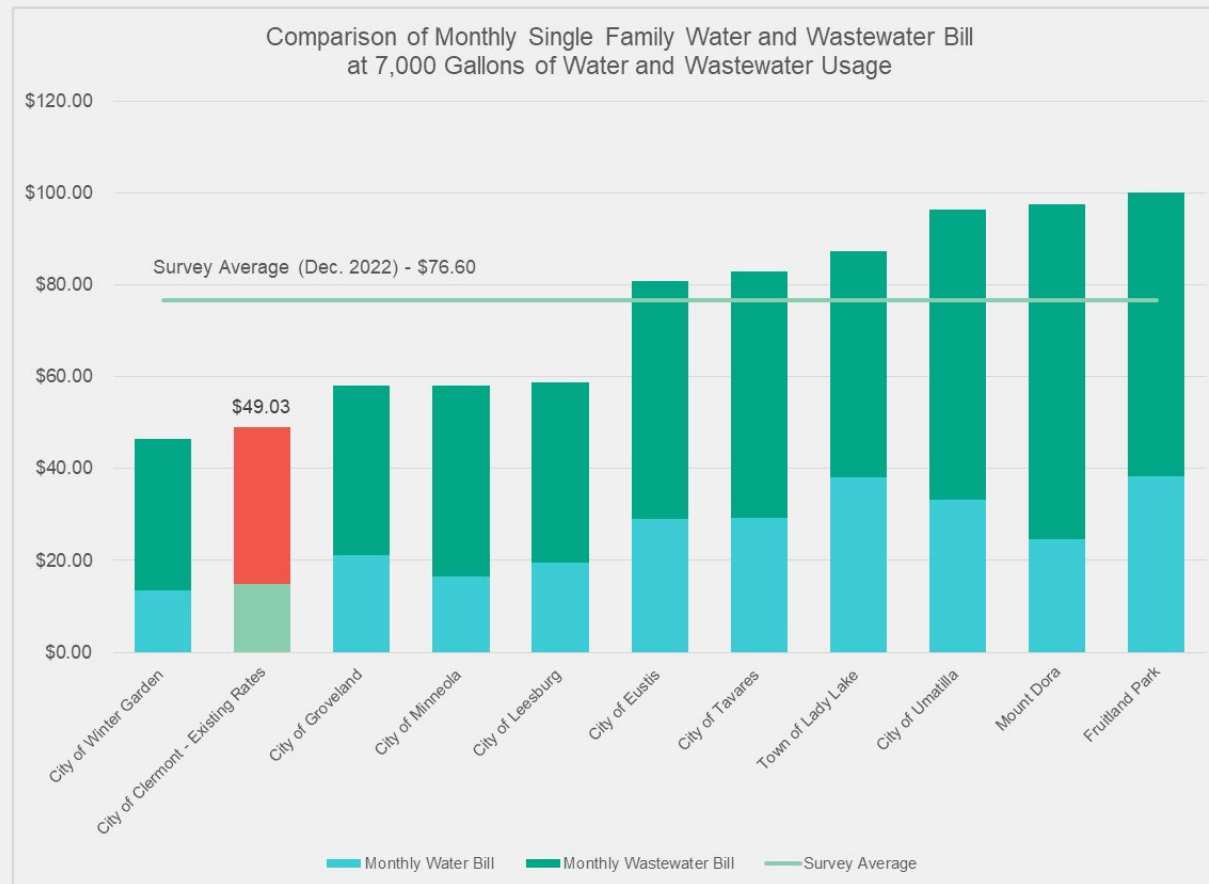
Existing Conditions (cont.)

- Both the water and wastewater (automatic) indexing provisions are based on the prior year change in the GDP Price Deflator Index as adopted by the Florida Public Service Commission (FPSC Index)
- Implementation of the index lags actual inflation by almost two years
- Since 2018, water and wastewater rates were adjusted 13% while the cumulative FPSC Index rose 18%
 - › This includes the published FPSC Index of 7.07% for 2022, which is available for implementation in Fiscal Year 2024

Existing Conditions (cont.)

- Existing customers have benefited from lower utility rates primarily due to increased revenues resulting from new customer connections within the City's service area and based on the City's ability to defer certain capital improvements
- Existing rates are approximately \$27.57 per month lower than neighboring utilities when compared to a recent survey summarized on the following slide

Existing Conditions (cont.)



Existing Conditions (cont.)

- The City recently updated its comprehensive master plans that identified strategic improvements necessary to meet the needs of new development
- To continue to meet future capacity requirements, City staff propose to expand the City's wastewater treatment plant and to make certain water and wastewater transmission upgrades and improvements
- A study is currently underway to update the water and wastewater impact fees to ensure that developers are paying their proportionate share of the existing and planned treatment and transmission facilities

Existing Conditions (cont.)

- Total cost of WWTP Expansion - \$49.6 million funded as follows:
 - › State Grant - \$2.0 million
 - › Use of existing wastewater impact fees - \$20.3 million
 - › Long-term bank note - \$27.3 million
 - Preliminary estimates by the City's Financial Advisor (PFM) based on a 20-year bank loan with a 4.0% borrowing rate
 - Annual payments estimated to average \$2.1 million per year with issuance on or after June 1, 2023
 - Proposed wastewater impact fees will be based on the total cost of the project, including all financing charges
 - Future impact fee revenues will be used to pay a portion of the proposed annual payments

Existing Conditions (cont.)

- Other cost drivers:
 - › Increases to operating expenses as a result of inflation
 - 22% increase in health insurance costs (Jan. 2023)
 - 40% increase in power costs (15% Jan. 2023 and 22% Apr. 2023)
 - 7% increase in the consumer price index
 - 15% assumed increase in labor-related costs to help retain existing staff and attract new employees to fill vacant positions
 - › Ongoing capital maintenance projects and replacement of aging infrastructure
 - Ensures service reliability
 - Safeguards the public's health and safety
- To evaluate the adequacy of rates to cover the current costs of the system, Raftelis was engaged to prepare a Revenue Sufficiency Study

Study Objectives / Tasks

- Develop a financial forecast through FY27, including a projection of:
 - › Customers and revenues
 - › Operating expenses
 - › Capital improvement requirements and funding
 - › Future debt service payments associated with the WWTP Expansion
- Estimate the revenue requirements to be recovered from water and wastewater monthly service rates
- Identify the need for rate adjustments during the study period

Summary of Major Study Assumptions

- Current revenues under existing rates projected to increase 2% per year based on new growth from developer-driven projects
- New development estimated to provide impact fee revenues averaging \$3.5 million per year
 - › Available impact fees were reduced for developer credits
 - › Impact fee revenues pledged to pay 83% of existing debt (Series 2017 Revenue Refunding Bonds) and approved capital projects
 - › After using \$20.3 million of existing wastewater impact fee reserves to fund 40% of the WWTP Expansion, future impact fee revenues are estimated to be adequate to pay 50% of the projected (new) debt service payments

Summary of Major Study Assumptions (cont.)

- City staff have received several notices of increased operating expenses that will require amendments to the adopted budget
 - › Primary increases in salaries, health insurance, and power costs
- City staff have also identified the need to add six (6) utility service workers over two years (FY25/26) to meet future service levels
 - › While a small increase in power costs is anticipated when the WWTP Expansion is completed, no new plant operators have been assumed
- After providing allowances for future inflation, total operating expenses projected to increase approximately 7.8% per year on average over the study period

Summary of Major Study Assumptions (cont.)

- The utility makes an annual transfer to the General Fund equal to approximately 15% of gross revenues
 - › The existing transfer was (generally) held constant over the study period by lowering the percent of revenues transferred each year
 - › Based on discussions with City staff, we lowered the 15% transfer to 11% by FY27, with the goal of reaching 10% of revenues in FY28
- Capital expenditures through FY27 total \$76.4 million
 - › Key projects compromising a large portion of the CIP include:
 - Lower Floridian Aquifer Well (Sunburst Well) - \$6.2 million
 - East Water System Looping - \$1.6 million
 - West Water System Improvements - \$1.7 million
 - WWTP Expansion - \$49.6 million
 - Lift Station Pump Replacements/ Improvements - \$3.1 million
 - Large Vehicle Replacements - \$1.7 million

Other Study Considerations

- The proposed rates should meet the following criteria:
 - › Fully fund the operating and capital requirements of the system over the study period
 - › Maintain adequate reserves
 - Satisfy the City’s cash reserve policy (Emergency Reserve) of 90 days (25%) of net operating expenditures in order to provide a contingency to respond to natural disasters and other unforeseen events
 - Provide approximately 30 days of reserves above the minimum requirement to provide adequate working capital to meet the operating needs of the system
 - Retain reserve funds in the Capital Replacement Fund based on (one year’s) recurring capital maintenance expenditures or approximately \$3.7 million which reflects the annual average needs identified in the capital plan
 - › Provide net revenues sufficient to maintain a strong debt service coverage margin
 - › Avoid unnecessary “rate shock”
 - Rate adjustments should be phased in over time to the extent practicable

Proposed Water and Wastewater Rates

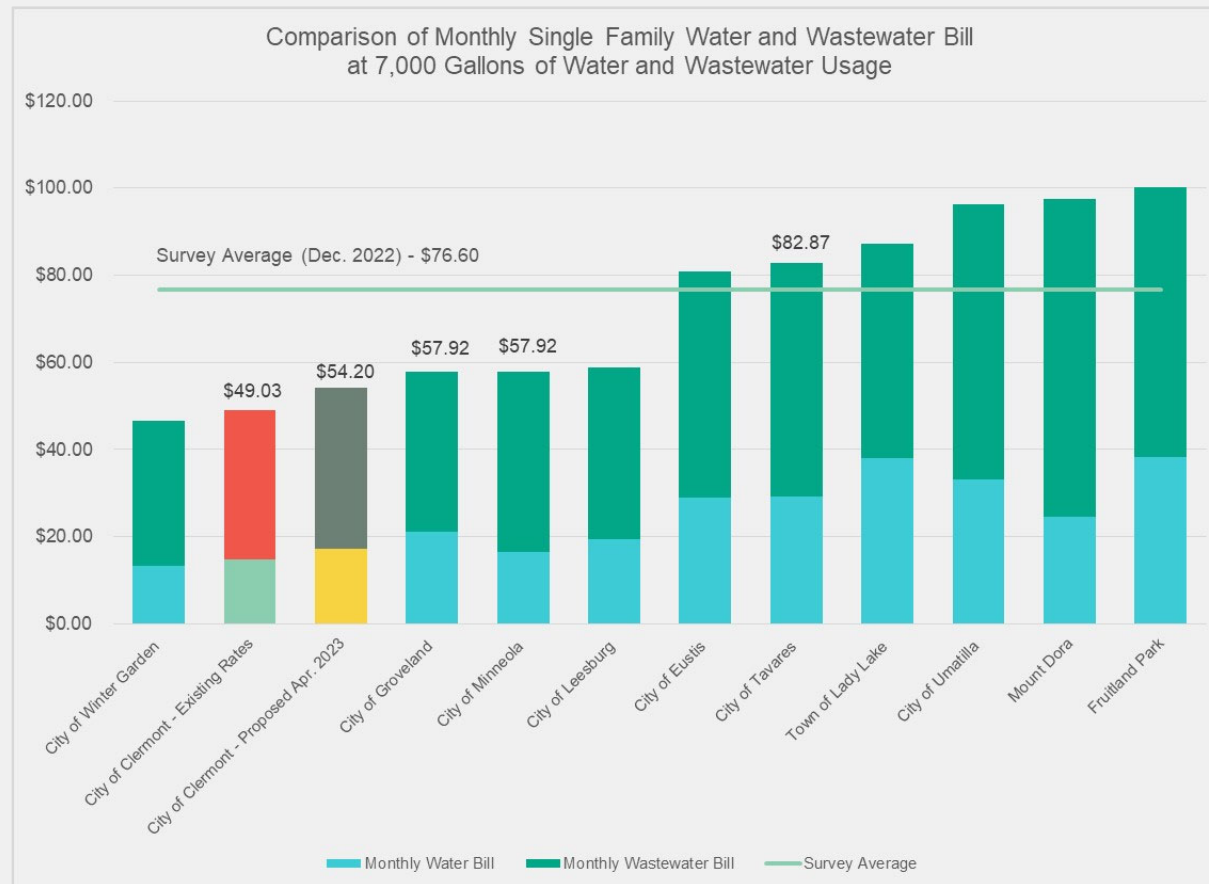
Description	Existing	FY23	FY24	FY25	FY26	FY27
Effective Date	Oct. 2022	Apr. 2023	Oct. 2023	Oct. 2024	Oct. 2025	Oct. 2026
Existing/Projected Residential Bill – 7,000 Gallons	\$49.03	\$54.20	\$60.00	\$66.53	\$70.72	\$75.20
Rate Adjustment - Residential Water & Wastewater Bill (7,000 Gallons)		<u>\$5.17</u>	<u>\$5.80</u>	<u>\$6.53</u>	<u>\$4.19</u>	<u>\$4.48</u>
Existing/Projected Residential Bill – 10,000 Gallons	\$59.77	\$66.11	\$73.23	\$81.26	\$86.35	\$91.79
Rate Adjustment - Residential Water & Wastewater Bill (10,000 Gallons)		<u>\$6.34</u>	<u>\$7.12</u>	<u>\$8.03</u>	<u>\$5.09</u>	<u>\$5.44</u>
Existing/Projected Residential Bill – 12,000 Gallons	\$67.67	\$74.91	\$83.05	\$92.24	\$97.97	\$104.09
Rate Adjustment - Residential Water & Wastewater Bill (12,000 Gallons)		<u>\$7.24</u>	<u>\$8.14</u>	<u>\$9.19</u>	<u>\$5.73</u>	<u>\$6.12</u>
Existing/Projected Residential Bill – 15,000 Gallons	\$79.52	\$88.11	\$97.78	\$108.71	\$115.40	\$122.54
Rate Adjustment - Residential Water & Wastewater Bill (15,000 Gallons)		<u>\$8.59</u>	<u>\$9.67</u>	<u>\$10.93</u>	<u>\$6.69</u>	<u>\$7.14</u>

[*] Amounts include both the monthly base charge and variable charges for residential water and wastewater service provided through a single metered service connection. Rate adjustments required to meet minimum cash reserve targets by FY25, and to provide a “break-even” cashflow by FY27.

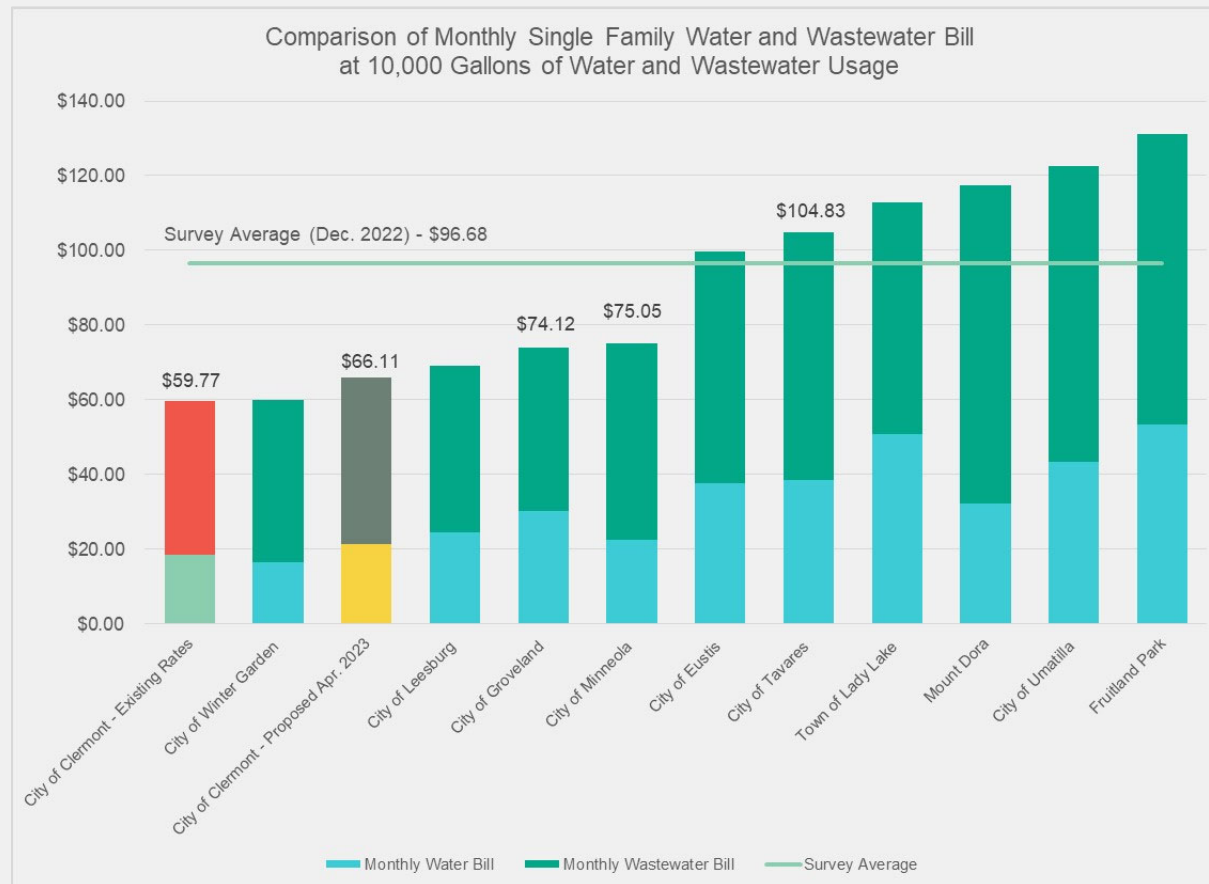
Comparison of Proposed Rates Effective on or after April 2023



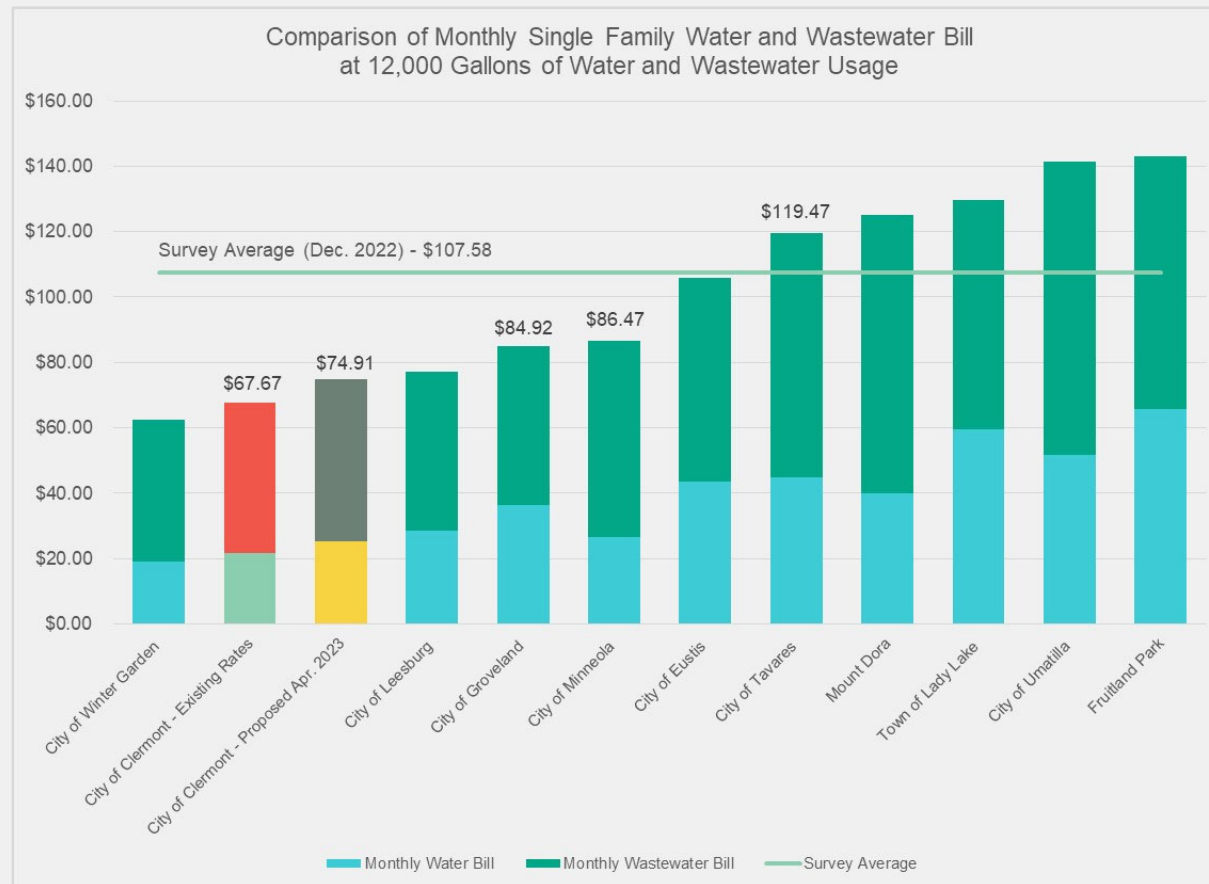
Residential Bill – 7,000 Monthly Gallons



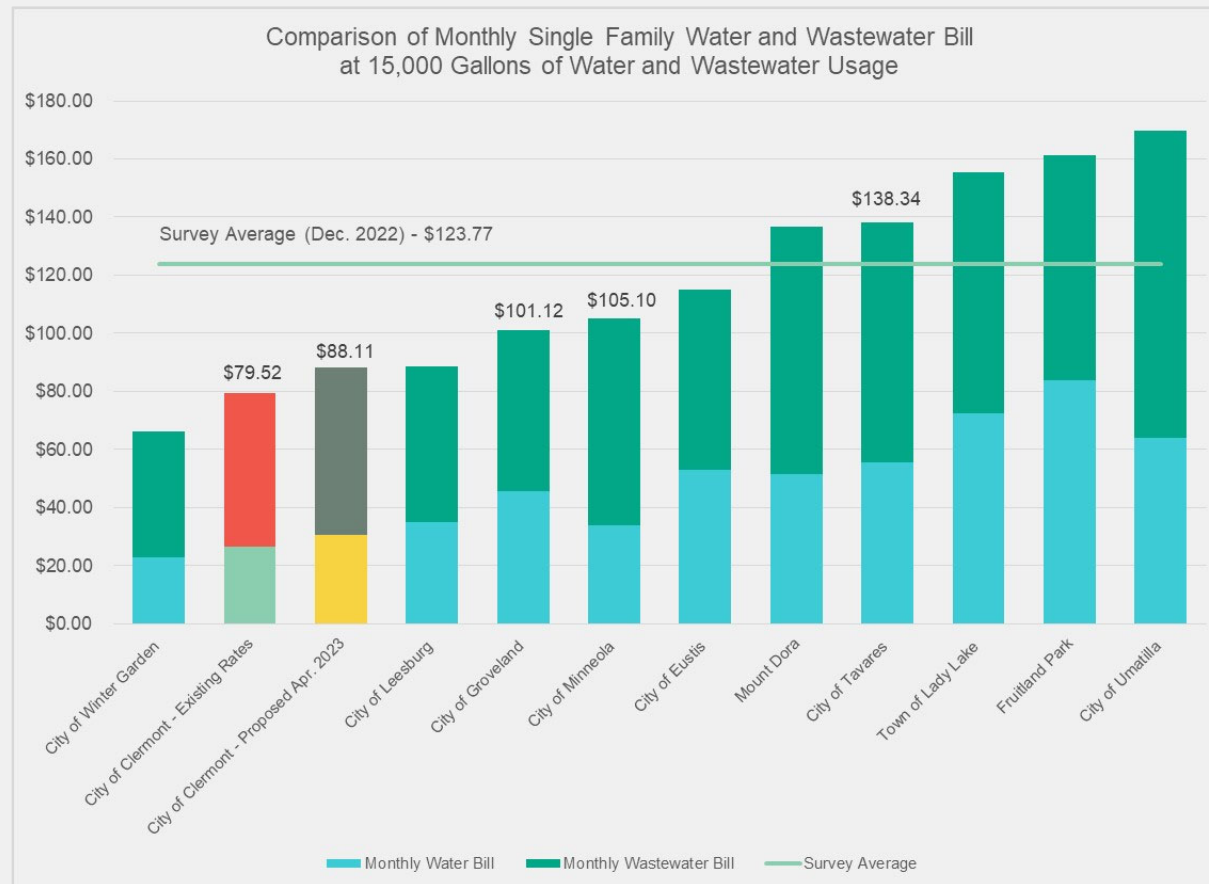
Residential Bill – 10,000 Monthly Gallons



Residential Bill – 12,000 Monthly Gallons



Residential Bill – 15,000 Monthly Gallons



Conclusions & Recommendations

- While the City's water and wastewater rates have been indexed in recent years, the index has not kept pace with rising costs
 - › Implementation of the index lags actual inflation by almost two years
 - › City's existing rates reflect the lowest charges in Lake County and are approximately \$27.57 per month lower than neighboring utilities when compared to a recent survey based on 7,000 gallons of metered water use
 - › City's existing rates are not adequate to fully fund the projected revenue requirements of the system over the study period
- City staff have evaluated the feasibility of allocating \$20.3 million in existing wastewater impact fees to fund a portion of the WWTP Expansion
 - › Use of wastewater impact fees to cover approximately 40% of the WWTP Expansion is estimated to result in lower debt service payments for the 20-year estimated repayment period with interest cost savings estimated at \$9.7 million over the term of the loan
 - › A study is underway to update the water and wastewater impact fees
 - Future wastewater impact fee revenues are assumed to be available to fund approximately 50% of the proposed debt service payments during the study period

Conclusions & Recommendations (cont.)

- The City Council should consider adopting the proposed water and wastewater rates through FY27 as summarized on Table 1 at the end of this Executive Summary
 - › Supplemental information about the rate study is also available in Appendix A
- The proposed rates, if adopted, are estimated to provide sufficient revenues to meet the expenditure requirements for the study period while maintaining adequate reserves that comply with City policy
 - › Adopting the 5-year rate plan is likely to enhance the City's creditworthiness
- This study should be updated within three years or at any time that the planning criteria may significantly change from what has been assumed in the analysis

Q&A

Table 1

Proposed Rates



Table 1
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30, [1]				
			2023	2024	2025	2026	2027
	Effective Date		Apr. 1, 2023	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026
	Potable Water Service						
1	Proposed Potable Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
	<u>Residential - Single Unit</u>						
2	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
3	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
4	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
5	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
6	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Residential - Multi Unit - Individually Metered</u>						
7	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
8	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
9	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
10	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
11	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
	<u>Residential - Multi Unit - Master Metered</u>						
	Monthly Base Charge per meter (Applies when three or more units are serviced by one meter and the meter is not connected to an irrigation system) [2]						
12		\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
13	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
14	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
15	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
16	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
	<u>Non-Residential - Single Unit</u>						
17	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
18	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
19	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
20	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
21	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Non-Residential - Multi Unit - Individually Metered</u>						
22	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
23	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
24	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
25	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
26	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
	<u>Non-Residential - Multi Unit - Master Metered</u>						
27	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
28	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
29	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
30	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
31	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63

Table 1
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30, [1]				
			2023	2024	2025	2026	2027
Irrigation Water Service							
32	Proposed Irrigation Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
33	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
34	1,000 - 10,000 Gallons	\$1.60	\$1.86	\$2.17	\$2.53	\$2.61	\$2.69
35	11,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
36	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Sewer Service							
37	Proposed Sewer Rate Adjustment	N/A	8.00%	8.00%	8.00%	8.00%	8.00%
Residential - Single Unit							
38	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
39	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
40	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
41	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
42	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
43	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
44	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
45	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
46	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
47	Maximum gallons subject to variable charge	16,000	16,000	16,000	16,000	16,000	16,000
Residential - Multi Unit - Individually Metered							
48	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
49	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
50	Maximum gallons subject to variable charge	13,000	13,000	13,000	13,000	13,000	13,000
Residential - Multi Unit - Master Metered							
51	Monthly Base Charge per unit	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
52	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
53	Maximum gallons subject to variable charge per unit	13,000	13,000	13,000	13,000	13,000	13,000
Non-Residential - Single Unit							
54	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
55	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
56	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
57	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
58	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
59	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
60	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
61	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
62	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
63	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Individually Metered							
64	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
65	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
66	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Master Metered							
67	Monthly Base Charge per unit	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
68	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
69	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max

Footnotes:

[1] Customers outside the City limits subject to a 25% surcharge.

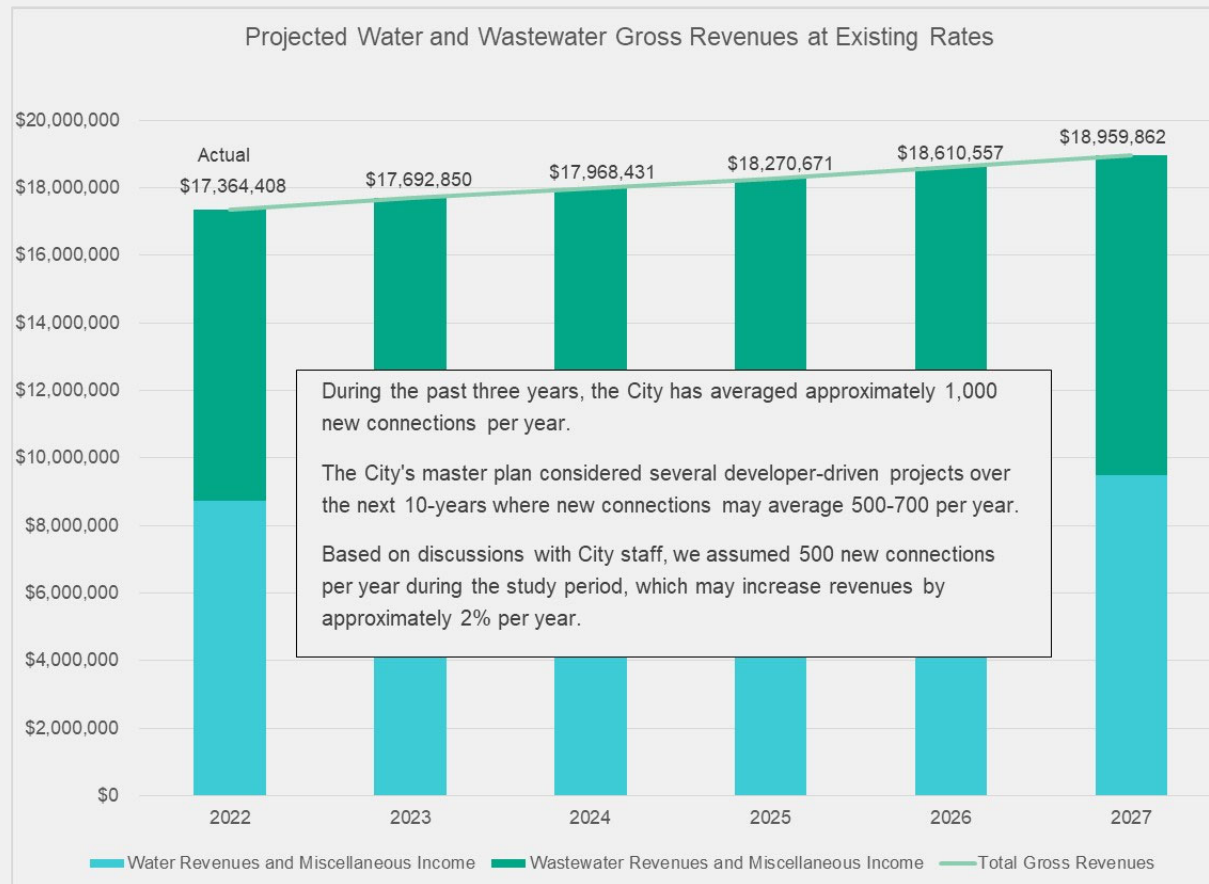
[2] Applies when three (3) or more units are serviced by one meter and the meter is not connected to an irrigation system.

Appendix A

Supplemental Information



Projected Gross Revenues at Existing Rates



Planned Use of Impact Fee Revenues

- The water and wastewater impact fees are under review
- Based on preliminary results of the impact fee study, impact fee revenues are projected to be approximately \$3.5 million per year through FY27
- Available impact fees were reduced by existing developer credits totaling \$3.8 million associated with Wellness Way
- Impact fee revenues are pledged towards payment on Series 2017 Revenue Refunding Bonds (83% of the annual payment) and approved capital improvement projects
- Future wastewater impact fee revenues are also assumed to be pledged towards the repayment of any future debt resulting from the WWTP expansion
 - › In addition to \$20.3 million in existing impact fee reserves being used to fund 40% of the project costs, we also used future impact fee revenues to fund 50% of the estimated annual debt service payments

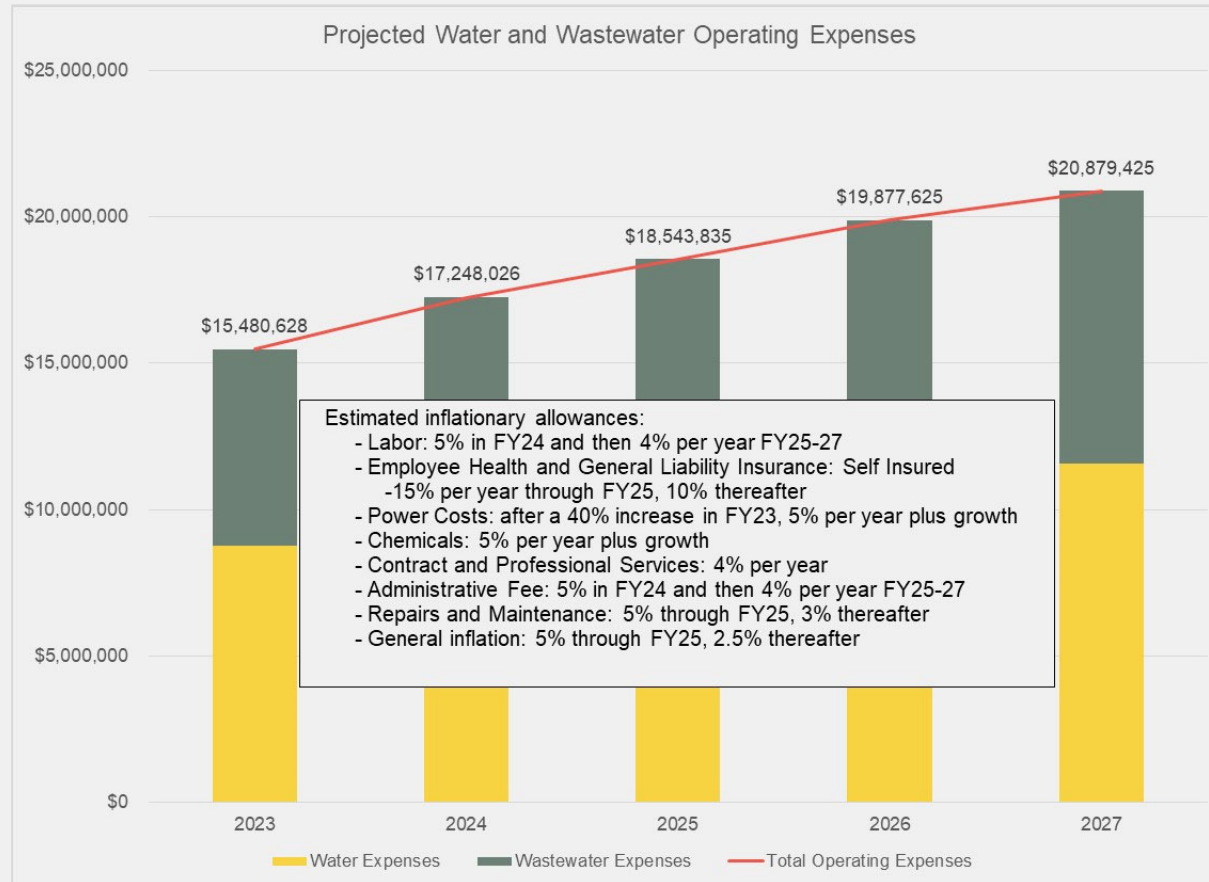
Projected Operating Expenses

- Amounts predicated on the adopted FY23 budget, which was increased approximately \$500,000 (net) as follows:
 - › City staff reduced the FY23 budget for 8 unfilled / vacant positions and then provided a staggered hiring plan to phase in the positions over two years (FY23/24)
 - › City staff also reduced several other expenses in both departments to help offset other inflationary adjustments
 - › Increased labor-related costs, including Admin Fee, by 15%
 - › Increased health-insurance costs by 10% (to true-up the budget based on a 22% increase in Jan. 2023)
 - › Increased Duke Energy costs by 15% Jan. 2023 and 22% Apr. 2023

Projected Operating Expenses (cont.)

- Expenses beyond FY23 were increased based on the following:
 - › City staff plan to add six (6) utility service workers over two years (FY25/26) to address additional staffing needs
 - › Beginning in FY25, power costs were increased by approximately \$22,000 to recognize the incremental operating expenses of the WWTP expansion
 - As it relates to this expansion project, no additional staffing positions were assumed
 - › Projections include an increase in the City's payment-in-lieu-of-taxes (PILOT) based on the City's existing mileage rate and the current book value of the utility assets
 - But the City's General Fund Transfer is estimated to remain constant over the study period
- Based on the above adjustments and additional allowances for inflation, the projected annual average increase in operating expenses over the study period is estimated at 7.8% per year

Projected Operating Expenses (cont.)



Other Required Transfers & Payments

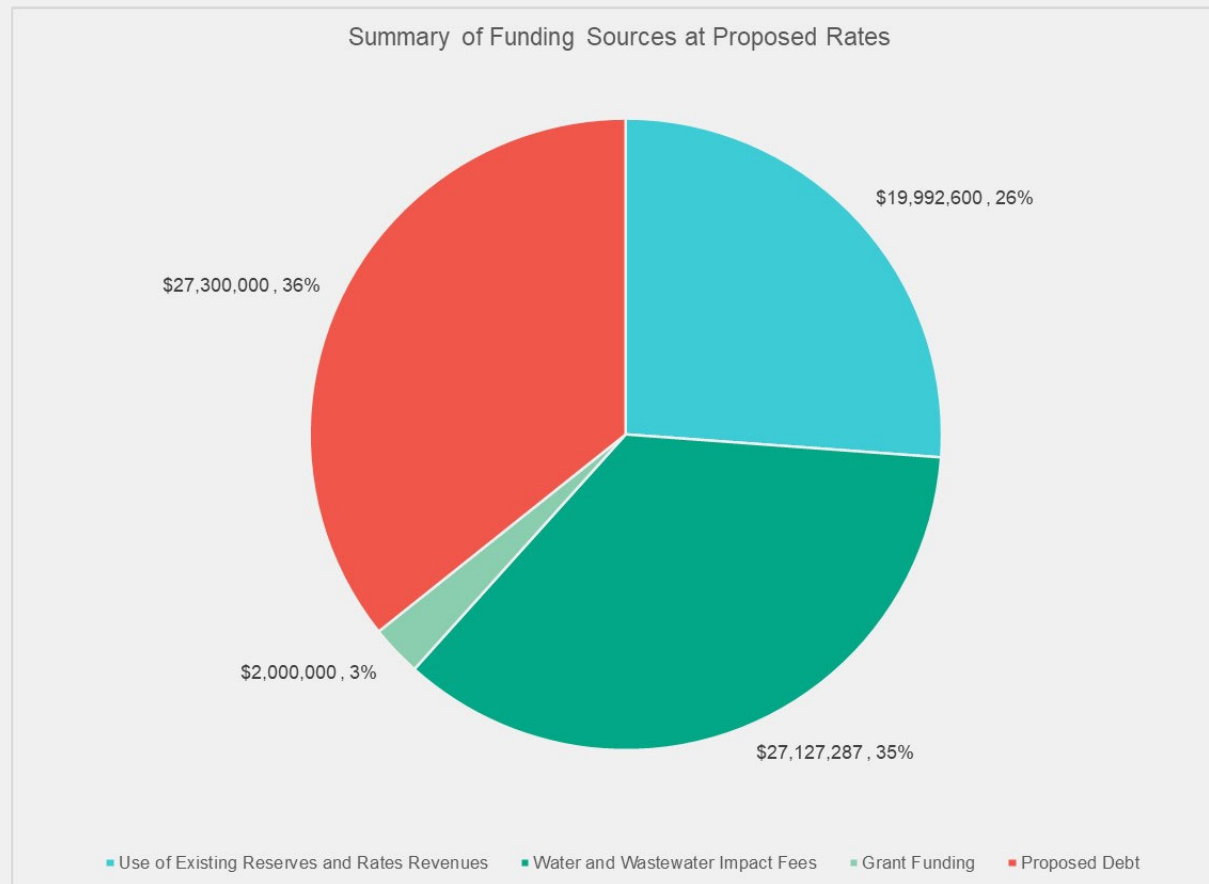
- General Fund Transfer
 - › Initially based on approximately 15% of gross revenues
 - The existing transfer was (generally) held constant over the study period by lowering the percent of revenues transferred
 - Based on discussions with City staff, we lowered the 15% transfer to 11% by FY27, with the goal of reaching 10% of revenues in FY28 (just beyond our study period)
 - The transfer is estimated to average approximately \$3.1 million per year
- Existing Debt Service Payments
 - › Includes the Water and Sewer Refunding Bond, Series 2017 in the amount of \$8,150,000 million remaining with an annual interest of 2.38%
 - › Approximately \$1.1 million debt service per year through FY31
 - › Water and wastewater impact fee revenues used to pay 83% of the annual payment or \$0.9 million per year

Capital Improvement Plan

- Total amount funded through FY27: \$76.4 million
 - › Key projects comprising a large portion of the CIP include:
 - Lower Floridian Aquifer Well (Sunburst Well) - \$6.2 million
 - East Water System Looping - \$1.6 million
 - West Water System Improvements - \$1.7 million
 - WWTP Expansion - \$49.6 million
 - Lift Station Pump Replacements/ Improvements - \$3.1 million
 - Large Vehicle Replacements - \$1.7 million

Summary of Capital Needs at Proposed Rates

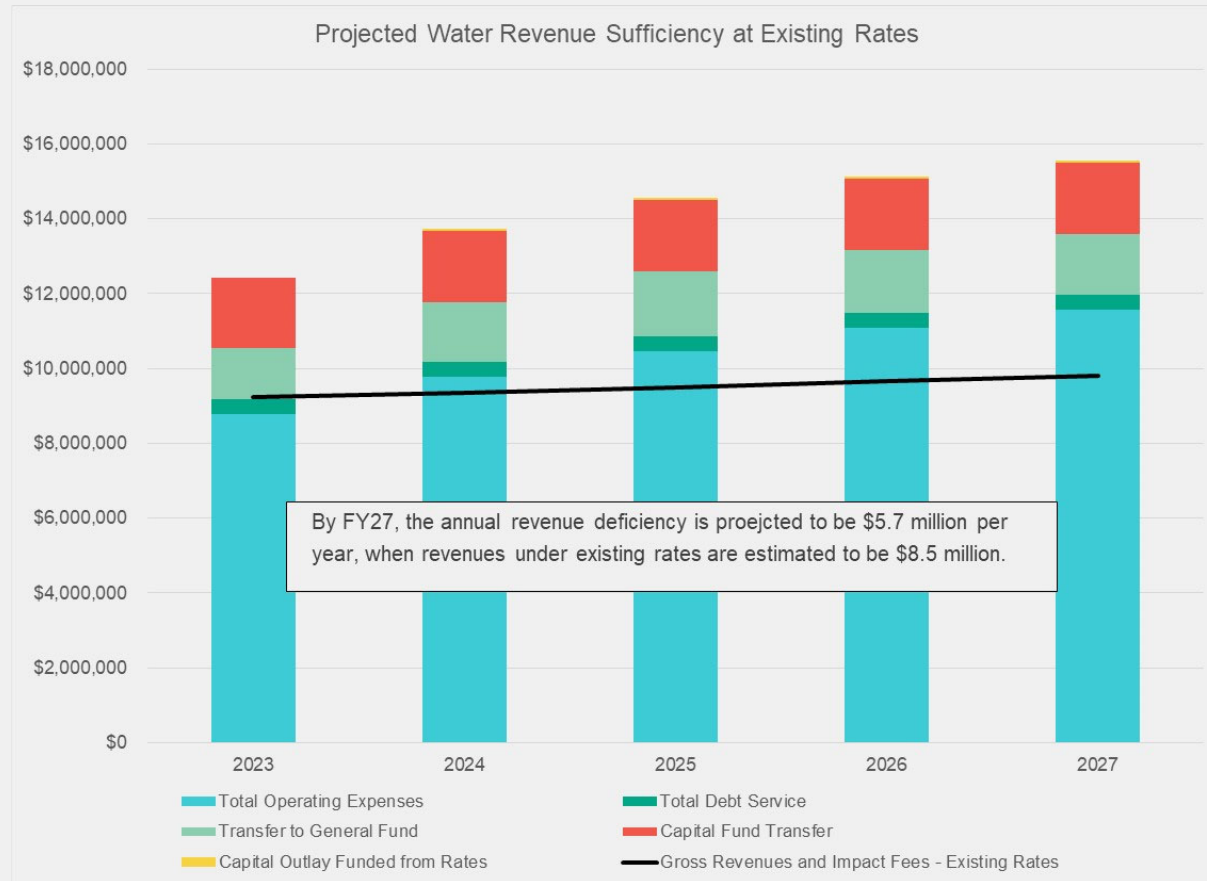
\$76.4 million FY23-27



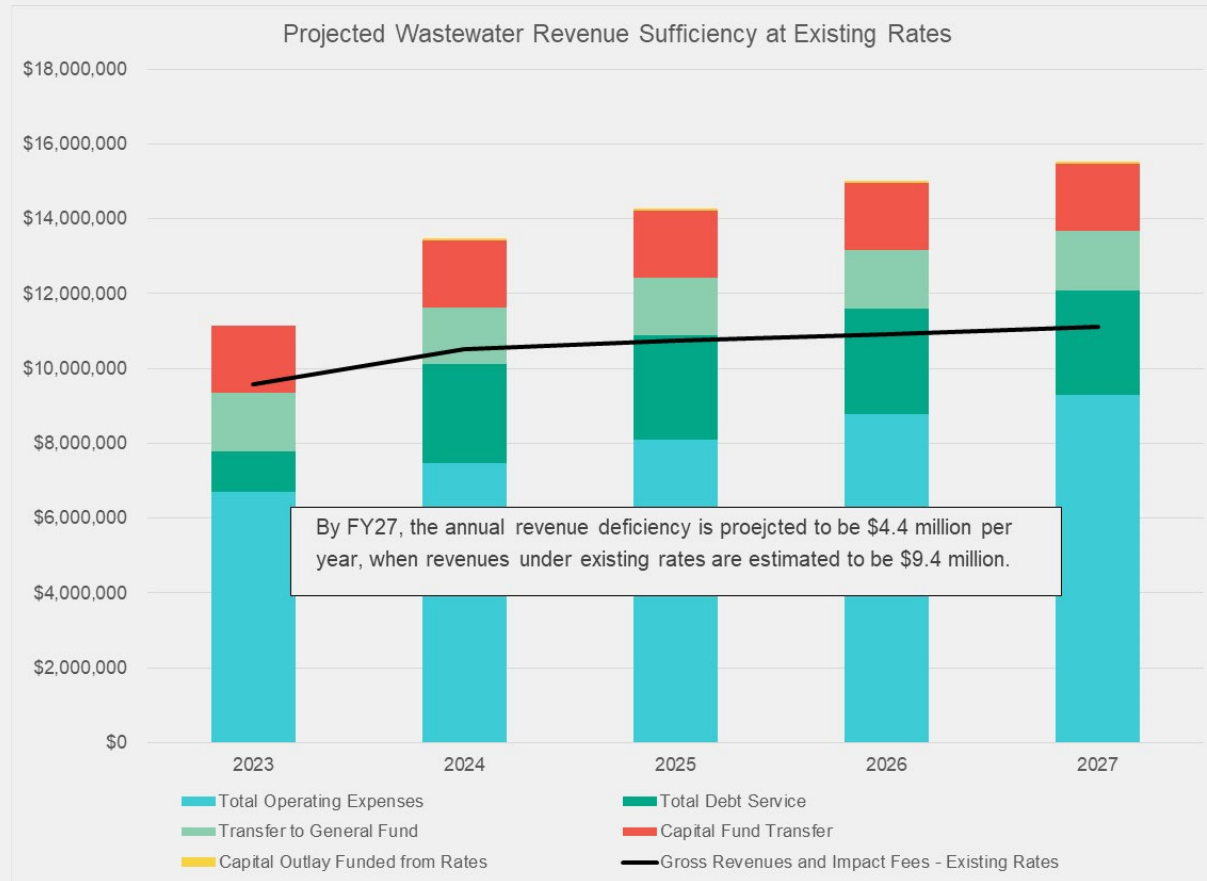
Summary of Financial Results



Adequacy of Existing Water Rates



Adequacy of Existing Wastewater Rates



Other Study Considerations

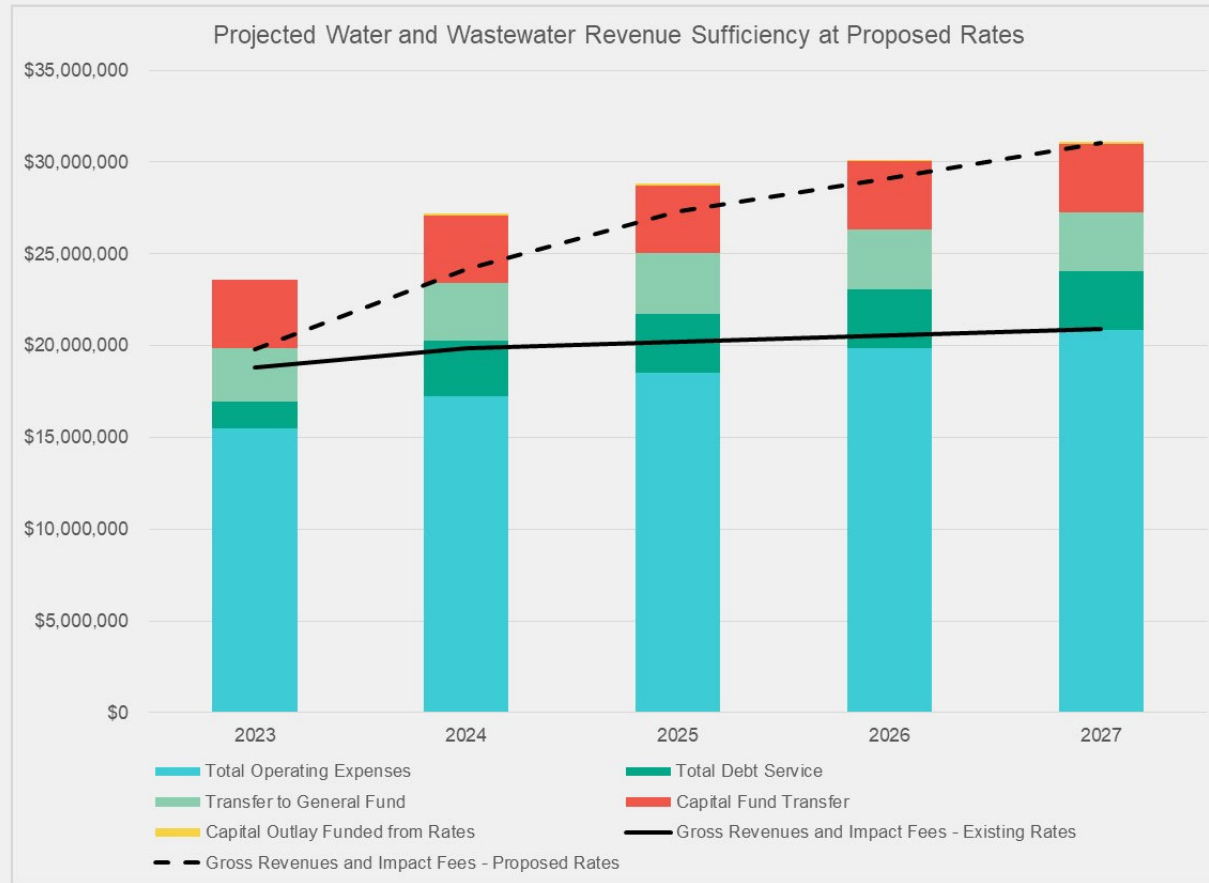
- The proposed rates should meet the following criteria:
 - › Fully fund the operating and capital requirements of the system over the study period
 - › Maintain adequate reserves
 - Satisfy the City’s cash reserve policy (Emergency Reserve) of 90 days (25%) of net operating expenditures in order to provide a contingency to respond to natural disasters and other unforeseen events
 - Provide approximately 30 days of reserves above the minimum requirement to provide adequate working capital to meet the operating needs of the system
 - Retain reserve funds in the Capital Replacement Fund based on (one year’s) recurring capital maintenance expenditures or approximately \$3.7 million which reflects the annual average needs identified in the capital plan
 - › Provide net revenues sufficient to maintain a strong debt service coverage margin
 - › Avoid unnecessary “rate shock”
 - Rate adjustments should be phased in over time to the extent practicable

Proposed Water and Wastewater Rates

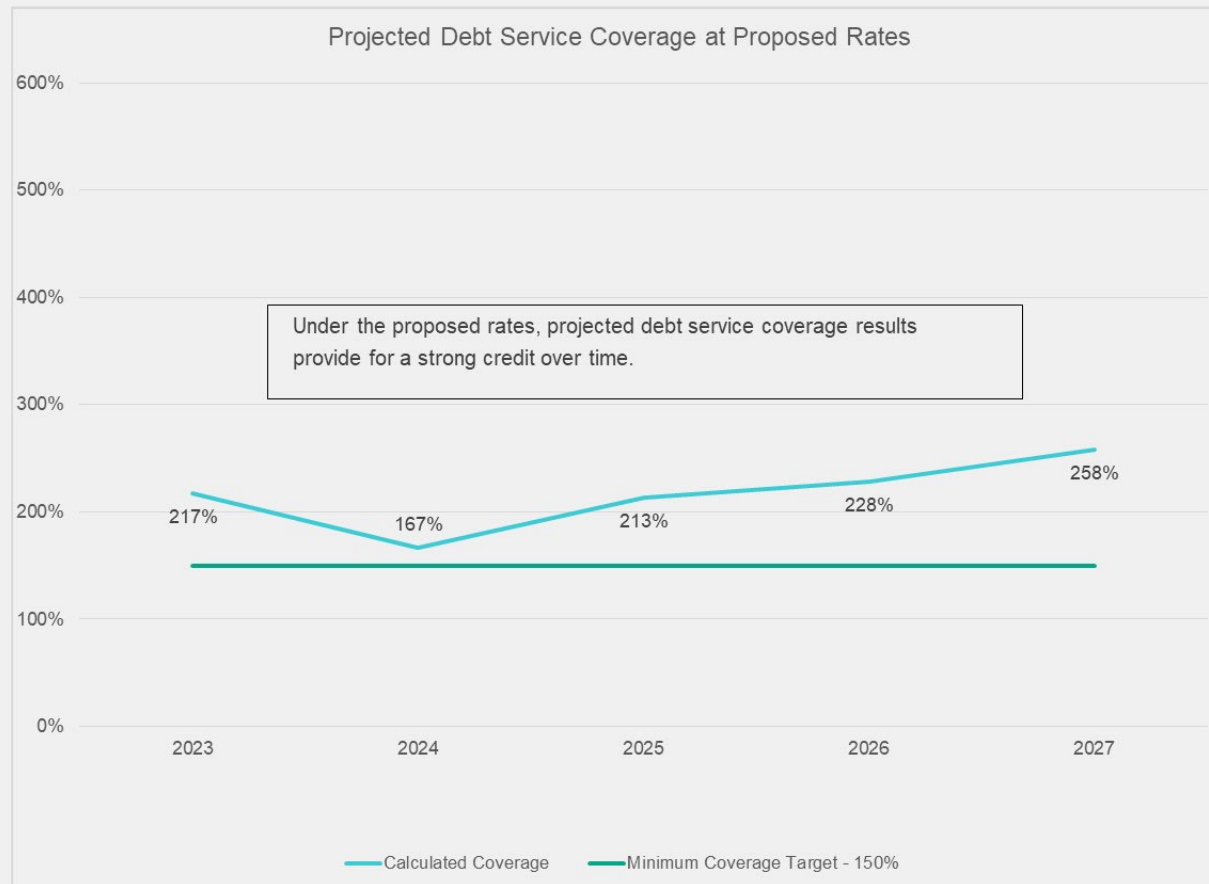
Description	Existing	FY23	FY24	FY25	FY26	FY27
Effective Date	Oct. 2022	Apr. 2023	Oct. 2023	Oct. 2024	Oct. 2025	Oct. 2026
Existing/Projected Residential Bill – 7,000 Gallons	\$49.03	\$54.20	\$60.00	\$66.53	\$70.72	\$75.20
Rate Adjustment - Residential Water & Wastewater Bill (7,000 Gallons)		<u>\$5.17</u>	<u>\$5.80</u>	<u>\$6.53</u>	<u>\$4.19</u>	<u>\$4.48</u>
Existing/Projected Residential Bill – 10,000 Gallons	\$59.77	\$66.11	\$73.23	\$81.26	\$86.35	\$91.79
Rate Adjustment - Residential Water & Wastewater Bill (10,000 Gallons)		<u>\$6.34</u>	<u>\$7.12</u>	<u>\$8.03</u>	<u>\$5.09</u>	<u>\$5.44</u>
Existing/Projected Residential Bill – 12,000 Gallons	\$67.67	\$74.91	\$83.05	\$92.24	\$97.97	\$104.09
Rate Adjustment - Residential Water & Wastewater Bill (12,000 Gallons)		<u>\$7.24</u>	<u>\$8.14</u>	<u>\$9.19</u>	<u>\$5.73</u>	<u>\$6.12</u>
Existing/Projected Residential Bill – 15,000 Gallons	\$79.52	\$88.11	\$97.78	\$108.71	\$115.40	\$122.54
Rate Adjustment - Residential Water & Wastewater Bill (15,000 Gallons)		<u>\$8.59</u>	<u>\$9.67</u>	<u>\$10.93</u>	<u>\$6.69</u>	<u>\$7.14</u>

[*] Amounts include both the monthly base charge and variable charges for residential water and wastewater service provided through a single metered service connection. Rate adjustments required to meet minimum cash reserve targets by FY25, and to provide a “break-even” cashflow by FY27.

Adequacy of Proposed Rates



Adequacy of Proposed Rates (cont.)





Thank you!

Contact: Murray Hamilton, Vice President
407 628 2600

APPENDIX B

City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

List of Tables

Table No.	Description
1	Projection of Rate Revenues
2	Projection of Other Operating Revenues
3	Projection of Water and Wastewater Impact Fee Revenues
4	Allocation of Budgeted Operating Expenses
5	Projection of Water System Operating Expenses
6	Projection of Wastewater System Operating Expenses
7	Projection of Combined Water and Wastewater System Operating Expenses
8	Summary of Projected Escalation Factors
9	Development of Additional Personnel Services Costs
10	Capital Improvement Program Funding Plan
11	Summary of Existing and Proposed Annual Debt Service Payments - Sinking Fund Basis
12	Summary of Estimated Future Senior Lien Debt Service Sizing and Payments
13	Projection of Capital Replacement Fund Transfers
14	Projection of General Fund Transfer (ROI)
15	Projection of Combined Water and Wastewater System Revenue Requirements
16	Projection of Water System Revenue Requirements
17	Projection of Water System Unappropriated Working Capital Balances and Interest Income
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20	Projection of Debt Service Coverage Compliance
21	Summary of Existing and Proposed Rates - Inside City
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23	Comparison of Typical Monthly Residential Bills For Water Service
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25	Comparison of Typical Monthly Residential Bills For Combined Water and Wastewater Service

Table 1
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Page 1 of 3

Projection of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2022	2023	2024	2025	2026	2027	2028
	<u>Water System:</u>							
1	Existing Revenues (Budgeted) [1]	\$7,420,119	\$7,420,119	\$7,420,119	\$7,420,119	\$7,420,119	\$7,420,119	\$7,420,119
2	Additional Revenues from Growth (Cumulative) [2]	227,881	398,899	559,879	720,859	881,839	1,042,819	1,203,799
3	Budget to Actual Revenue Adjustment (if any)	0	0	0	0	0	0	0
4	Total Water Revenues [3]	<u>\$7,648,000</u>	<u>\$7,819,018</u>	<u>\$7,979,998</u>	<u>\$8,140,978</u>	<u>\$8,301,958</u>	<u>\$8,462,938</u>	<u>\$8,623,918</u>
5	<u>Wastewater System:</u>							
6	Existing Revenues (Budgeted) [1]	\$8,191,612	\$8,191,612	\$8,191,612	\$8,191,612	\$8,191,612	\$8,191,612	\$8,191,612
7	Additional Revenues from Growth (Cumulative) [2]	308,388	499,701	677,181	854,661	1,032,141	1,209,621	1,387,101
8	Budget to Actual Revenue Adjustment (if any)	0	0	0	0	0	0	0
9	Total Wastewater Revenues [3]	<u>\$8,500,000</u>	<u>\$8,691,313</u>	<u>\$8,868,793</u>	<u>\$9,046,273</u>	<u>\$9,223,753</u>	<u>\$9,401,233</u>	<u>\$9,578,713</u>
10	Total Rate Revenues	<u>\$16,148,000</u>	<u>\$16,510,331</u>	<u>\$16,848,791</u>	<u>\$17,187,251</u>	<u>\$17,525,711</u>	<u>\$17,864,171</u>	<u>\$18,202,631</u>

Table 1
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Rate Revenues

Footnotes:

[1] Amounts based on budget before assumed customer growth.

[2] Projected new development derived from Table 2 based upon information provided by staff as follows:

Description	Projected Fiscal Year Ending September 30,						
	2022	2023	2024	2025	2026	2027	2028
Water System - Potables Water with Potable Irrigation							
Growth in Customer Accounts	443	300	300	300	300	300	300
Cumulative Growth in Customer Accounts	443	743	1,043	1,343	1,643	1,943	2,243
Existing Monthly Base Fee & Customer Charge	\$5.88	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14
Projected Revenues from Base Facility Charges	\$31,285	\$54,772	\$76,876	\$98,980	\$121,084	\$143,188	\$165,292
Cumulative Growth in Sales (kgals)	42,565	71,365	100,165	128,965	157,765	186,565	215,365
Existing Volume Charge (per kgal)	\$1.18	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23
Projected Revenues from Base Facility Charges	\$50,226	\$87,779	\$123,203	\$158,627	\$194,051	\$229,475	\$264,899
Total Incremental Revenues from Customer Growth	\$81,511	\$142,551	\$200,079	\$257,607	\$315,135	\$372,663	\$430,191
Water System - Potable Water with Reclaimed Water Irrigation							
Growth in Customer Accounts	296	200	200	200	200	200	200
Cumulative Growth in Customer Accounts	296	496	696	896	1,096	1,296	1,496
Existing Monthly Base Fee & Customer Charge	\$5.88	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14
Projected Revenues from Base Facility Charges	\$20,857	\$36,515	\$51,251	\$65,987	\$80,723	\$95,459	\$110,195
Cumulative Growth in Sales (kgals)	26,603	44,603	62,603	80,603	98,603	116,603	134,603
Existing Volume Charge (per kgal)	\$1.18	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23
Projected Revenues from Base Facility Charges	\$31,391	\$54,862	\$77,002	\$99,142	\$121,282	\$143,422	\$165,562
Total Incremental Revenues from Customer Growth	\$52,248	\$91,377	\$128,253	\$165,129	\$202,005	\$238,881	\$275,757

Table 1
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Rate Revenues

Water System - Reclaimed Water Sales							
Growth in Customer Accounts	296	200	200	200	200	200	200
Cumulative Growth in Customer Accounts	296	496	696	896	1,096	1,296	1,496
Existing Monthly Base Fee & Customer Charge	\$5.88	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14	\$6.14
Projected Revenues from Base Facility Charges	\$20,857	\$36,515	\$51,251	\$65,987	\$80,723	\$95,459	\$110,195
Cumulative Growth in Sales (kgals)	47,885	80,285	112,685	145,085	177,485	209,885	242,285
Existing "Average" Volume Charge (per kgal)	\$1.53	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
Projected Revenues from Base Facility Charges	\$73,265	\$128,456	\$180,296	\$232,136	\$283,976	\$335,816	\$387,656
Total Incremental Revenues from Customer Growth	\$94,122	\$164,971	\$231,547	\$298,123	\$364,699	\$431,275	\$497,851
Total Incremental Revenues from Customer Growth	\$227,881	\$398,899	\$559,879	\$720,859	\$881,839	\$1,042,819	\$1,203,799
Wastewater System							
Growth in Customer Accounts	908	500	500	500	500	500	500
Cumulative Growth in Customer Accounts	908	1,408	1,908	2,408	2,908	3,408	3,908
Existing Monthly Base Fee & Customer Charge	\$17.06	\$17.83	\$17.83	\$17.83	\$17.83	\$17.83	\$17.83
Projected Revenues from Base Facility Charges	\$185,839	\$301,206	\$408,186	\$515,166	\$622,146	\$729,126	\$836,106
Cumulative Growth in Revenue Gallons (kgals)	54,466	84,466	114,466	144,466	174,466	204,466	234,466
Existing Volume Charge (per kgal)	\$2.25	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35
Projected Revenues from Base Facility Charges	\$122,549	\$198,495	\$268,995	\$339,495	\$409,995	\$480,495	\$550,995
Total Incremental Revenues from Customer Growth	\$308,388	\$499,701	\$677,181	\$854,661	\$1,032,141	\$1,209,621	\$1,387,101

[3] Amounts match the adopted Fiscal Year 2022 Budgets, including projected customer growth.

Table 2
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Other Operating Revenues

Line No.	Cost Center Code	Description	Projected	Projected	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
Water System Other Revenues										
1	41331-33131-38108	Federal Grants - CDBG Grant	\$0	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
2	41334-33420	State Grants	0	0	Eliminate	0	0	0	0	0
3	41334-33420-33103	State Grants - Alt. Water Supply	0	0	Eliminate	0	0	0	0	0
4	41337-33730-33103	County Grants - Alt. Water Supply	0	0	Eliminate	0	0	0	0	0
5	41337-33738-33112	SJRWMD Grant - Lower Aquifer	0	0	Eliminate	0	0	0	0	0
6	41343-34390	Meter Sales	600,000	600,000	Constant	600,000	600,000	600,000	600,000	600,000
7	41361-36100	Water Interest Earnings	0	0	Eliminate	0	0	0	0	0
8	41364-36400	Sale of Fixed Assets - Water	2,500	2,500	Eliminate	0	0	0	0	0
9	41365-36500	Surplus Property Sales	5,000	5,000	Eliminate	0	0	0	0	0
10	41366-36650	Water Reimbursements	6,000	6,000	Constant	6,000	6,000	6,000	6,000	6,000
11	41369-36998	Miscellaneous Water	350,000	350,000	Constant	350,000	350,000	350,000	350,000	350,000
12	41381-38114	Transfer From Insurance Fund - Water	0	0	Eliminate	0	0	0	0	0
13	41381-38120	Transfer from Water Impact Fee Fund	0	0	Eliminate	0	0	0	0	0
14	41389-38970	Capital Contributions	0	0	Eliminate	0	0	0	0	0
15	41399-39900	Water Fund Balance	0	0	Eliminate	0	0	0	0	0
16	42361-36100	Wastewater Interest Earnings	0	0	Eliminate	0	0	0	0	0
17	42364-36400	Sale of Fixed Assets - Wastewater	0	0	Constant	0	0	0	0	0
18	42366-36650	Wastewater Reimbursements	0	0	Constant	0	0	0	0	0
19	42381-38114	Transfer From Insurance Fund - Wastewater	0	0	Eliminate	0	0	0	0	0
20	42381-38120	Transfer from Wastewater Impact Fee Fund	0	0	Eliminate	0	0	0	0	0
21	42399-39900	Wastewater Fund Balance	0	0	Eliminate	0	0	0	0	0
22	41369-36930	Liquidated Damages	0	0	Eliminate	0	0	0	0	0
23		Subtotal Water System Other Revenues	\$963,500	\$963,500		\$956,000	\$956,000	\$956,000	\$956,000	\$956,000
Wastewater System Other Revenues										
24	41331-33131-38108	Federal Grants - CDBG Grant	\$0	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
25	41334-33420	State Grants	0	0	Eliminate	0	0	0	0	0
26	41334-33420-33103	State Grants - Alt. Water Supply	0	0	Eliminate	0	0	0	0	0
27	41337-33730-33103	County Grants - Alt. Water Supply	0	0	Eliminate	0	0	0	0	0
28	41337-33738-33112	SJRWMD Grant - Lower Aquifer	0	0	Eliminate	0	0	0	0	0
29	41343-34390	Meter Sales	0	0	Constant	0	0	0	0	0
30	41361-36100	Water Interest Earnings	0	0	Eliminate	0	0	0	0	0
31	41364-36400	Sale of Fixed Assets - Water	0	0	Eliminate	0	0	0	0	0
32	41365-36500	Surplus Property Sales	0	0	Constant	0	0	0	0	0
33	41366-36650	Water Reimbursements	0	0	Constant	0	0	0	0	0
34	41369-36998	Miscellaneous Water	0	0	Constant	0	0	0	0	0
35	41381-38114	Transfer From Insurance Fund - Water	0	0	Eliminate	0	0	0	0	0
36	41381-38120	Transfer from Water Impact Fee Fund	0	0	Eliminate	0	0	0	0	0
37	41389-38970	Capital Contributions	0	0	Eliminate	0	0	0	0	0
38	41399-39900	Water Fund Balance	0	0	Eliminate	0	0	0	0	0
39	42361-36100	Wastewater Interest Earnings	0	0	Eliminate	0	0	0	0	0
40	42364-36400	Sale of Fixed Assets - Wastewater	0	0	Eliminate	0	0	0	0	0
41	42366-36650	Wastewater Reimbursements	1,000	0	Constant	0	0	0	0	0
42	42381-38114	Transfer From Insurance Fund - Wastewater	0	0	Eliminate	0	0	0	0	0
43	42381-38120	Transfer from Wastewater Impact Fee Fund	0	0	Eliminate	0	0	0	0	0
44	42399-39900	Wastewater Fund Balance	0	0	Eliminate	0	0	0	0	0
45	41369-36930	Liquidated Damages	0	0	Eliminate	0	0	0	0	0
46		Subtotal Water System Other Revenues	\$1,000	\$0		\$0	\$0	\$0	\$0	\$0
47		Grand Total Other Operating Revenues	\$964,500	\$963,500		\$956,000	\$956,000	\$956,000	\$956,000	\$956,000
Allocation Control			\$964,500	\$963,500						
Variance			\$0	\$0						

Table 3
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water and Wastewater Impact Fee Revenues

Line No.	Description	Budgeted FY 2022	Adjustments	Adjusted 2022	Projected Fiscal Year Ending September 30,					
					2023	2024	2025	2026	2027	2028
1	Fee Inflation Index	N/A	N/A	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
					Impl. could be Aug/Sep 2023.					
	<u>Water System:</u>				Current	Proposed				
2	Implied Accounts	739	0	739	500	500	500	500	500	500
3	Rate per ERC	\$2,720.00	\$2,720.00	\$2,720.00	\$2,927.00	\$2,821.00	\$2,821.00	\$2,821.00	\$2,821.00	\$2,821.00
4	Water Impact Fee Revenues [1]	\$2,010,000	\$0	\$2,010,000	\$1,463,500	\$1,410,500	\$1,410,500	\$1,410,500	\$1,410,500	\$1,410,500
5	Other Adjustments	0	0	0	0	0	0	0	0	0
6	Total Water Impact Fee Revenues	\$2,010,000	\$0	\$2,010,000	\$1,463,500	\$1,410,500	\$1,410,500	\$1,410,500	\$1,410,500	\$1,410,500
	<u>Wastewater System:</u>									
7	Implied Accounts	908	0	908	500	500	500	500	500	500
8	Rate per ERC	\$4,402.00	\$4,402.00	\$4,402.00	\$4,737.00	\$4,830.00	\$4,830.00	\$4,830.00	\$4,830.00	\$4,830.00
9	Wastewater Impact Fee Revenues [1]	\$3,996,000	\$0	\$3,996,000	\$2,368,500	\$2,415,000	\$2,415,000	\$2,415,000	\$2,415,000	\$2,415,000
10	Other Adjustments	0	0	0	0	0	0	0	0	0
11	Total Wastewater Impact Fee Revenues	\$3,996,000	\$0	\$3,996,000	\$2,368,500	\$2,415,000	\$2,415,000	\$2,415,000	\$2,415,000	\$2,415,000
12	Total Impact Fee Revenues	\$6,006,000	\$0	\$6,006,000	\$3,832,000	\$3,825,500	\$3,825,500	\$3,825,500	\$3,825,500	\$3,825,500

Footnotes:

[1] Historical and Budgeted amounts shown based on data provided by the City.

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2022 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted 2022	Adjustments	Adjusted 2022	Allocation Factor	Allocation Percentages		Allocated Amounts	
					Water		Wastewater	Water	Wastewater	
<u>Water Department</u>										
<u>Personnel Expenses</u>										
1	41533-12100	Regular Salaries	\$1,500,142	\$0	\$1,500,142	Direct-W	100.00%	0.00%	\$1,500,142	\$0
2		AddPer	0	0	0	Input	100.00%	0.00%	0	0
3	41533-12110	Part-Time Salaries	20,980	0	20,980	Direct-W	100.00%	0.00%	20,980	0
4	41533-12120	Overtime Salaries	28,700	0	28,700	Direct-W	100.00%	0.00%	28,700	0
5	41533-12220	FICA	119,808	0	119,808	Direct-W	100.00%	0.00%	119,808	0
6	41533-12240	Defined Contribution Pension	140,950	0	140,950	Direct-W	100.00%	0.00%	140,950	0
7	41533-12300	Group Insurance	513,570	0	513,570	Direct-W	100.00%	0.00%	513,570	0
8	41533-12305	Life Insurance	5,135	0	5,135	Direct-W	100.00%	0.00%	5,135	0
9	41533-12315	Employee Assistance Plan	1,174	0	1,174	Direct-W	100.00%	0.00%	1,174	0
10	41533-12400	Workers Compensation	20,308	0	20,308	Direct-W	100.00%	0.00%	20,308	0
11	41533-12500	Unemployment Compensation	0	0	0	Direct-W	100.00%	0.00%	0	0
12	41533-12999	Sal/Ben-Personnel Changes	0	0	0	Direct-W	100.00%	0.00%	0	0
13		Subtotal Personnel Expenses	\$2,350,767	\$0	\$2,350,767		100.00%	0.00%	\$2,350,767	\$0
<u>Operating Expenses</u>										
14	41533-53100	Pro Svcs-General	\$232,500	\$0	\$232,500	Direct-W	100.00%	0.00%	\$232,500	\$0
15	41533-53100	Pro Svcs-12" Wtr Main Loop	0	0	0	Direct-W	100.00%	0.00%	0	0
16	41533-53100	Pro Svcs-General - Admin Bldg	0	0	0	Direct-W	100.00%	0.00%	0	0
17	41533-53100	Pro Svcs-Lower Fl Aquifer	0	0	0	Direct-W	100.00%	0.00%	0	0
18	41533-53100	Pro Svcs-General-Grand Hwy Wel	0	0	0	Direct-W	100.00%	0.00%	0	0
19	41533-53100	Pro Svcs-General - Cdbg	0	0	0	Direct-W	100.00%	0.00%	0	0
20	41533-53128	Background Investigations	2,000	0	2,000	Direct-W	100.00%	0.00%	2,000	0
21	41533-53129	Drug Screens	1,500	0	1,500	Direct-W	100.00%	0.00%	1,500	0
22	41533-53130	Medical Services	2,000	0	2,000	Direct-W	100.00%	0.00%	2,000	0
23	41533-53141	Pro Svcs-Alternative Water	0	0	0	Direct-W	100.00%	0.00%	0	0
24	41533-53141-33103	Pro Svcs-Alternative Water	100,000	0	100,000	Direct-W	100.00%	0.00%	100,000	0
25	41533-53150	Pro Svcs-Laboratory	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
26	41533-53154	Pro Svcs-Investment Advisor	4,402	0	4,402	Direct-W	100.00%	0.00%	4,402	0
27	41533-53168	Pro Svcs-Safety Training	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
28	41533-53169	Pro Svcs-Utility Locates	2,500	0	2,500	Direct-W	100.00%	0.00%	2,500	0
29	41533-53183	Pro Svcs-Cup Requirements	50,000	0	50,000	Direct-W	100.00%	0.00%	50,000	0
30	41533-53401	Contract Svcs-General	16,000	0	16,000	Direct-W	100.00%	0.00%	16,000	0
31	41533-53402	Contract Svcs-Cleaning	3,600	0	3,600	Direct-W	100.00%	0.00%	3,600	0
32	41533-53403	Contract Svcs-Mowing	9,300	0	9,300	Direct-W	100.00%	0.00%	9,300	0
33	41533-53404	Contract Svcs-Pest Cont	2,400	0	2,400	Direct-W	100.00%	0.00%	2,400	0
34	41533-53417	Contract Svcs-Gate Maint	1,200	0	1,200	Direct-W	100.00%	0.00%	1,200	0
35	41533-54001	Travel & Per Diem UB300	1,200	0	1,200	Direct-W	100.00%	0.00%	1,200	0
36	41533-54001	Travel & Per Diem-Treatment	460	0	460	Direct-W	100.00%	0.00%	460	0
37	41533-54001	Travel & Per Diem-Distribution	7,200	0	7,200	Direct-W	100.00%	0.00%	7,200	0
38	41533-54001	Travel & Per Diem-Construction	0	0	0	Direct-W	100.00%	0.00%	0	0
39	41533-54101	Telephone	32,000	0	32,000	Direct-W	100.00%	0.00%	32,000	0
40	41533-54102	Internet Service	8,000	0	8,000	Direct-W	100.00%	0.00%	8,000	0
41	41533-54200	Postage & Freight	66,518	0	66,518	Direct-W	100.00%	0.00%	66,518	0
42	41533-54300	Electric & Gas Svc-West Trtmnt	62,000	0	62,000	Direct-W	100.00%	0.00%	62,000	0
43	41533-54301	Water & Sewer Service	7,500	0	7,500	Direct-W	100.00%	0.00%	7,500	0
44	41533-54304	Solid Waste Disposal Fees	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
45	41533-54306	Electric & Gas Svc-East Trmmt	500,000	0	500,000	Direct-W	100.00%	0.00%	500,000	0
46	41533-54400	Rentals-Equipment	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
47	41533-54500	Commercial Insurance	155,455	0	155,455	Direct-W	100.00%	0.00%	155,455	0
48	41533-54501	Self-Insur Liab Claims	0	0	0	Direct-W	100.00%	0.00%	0	0
49	41533-54600	Repair & Maint-Buildings	33,500	0	33,500	Direct-W	100.00%	0.00%	33,500	0
50	41533-54607	Repair & Maint-Sod	3,500	0	3,500	Direct-W	100.00%	0.00%	3,500	0
51	41533-54601	Repair & Maint-Vehicles	16,000	0	16,000	Direct-W	100.00%	0.00%	16,000	0
52	41533-54610	Repair & Maint-Meters	0	0	0	Direct-W	100.00%	0.00%	0	0
53	41533-54611	Repair & Maint-Tanks	11,000	0	11,000	Direct-W	100.00%	0.00%	11,000	0
54	41533-54612	Repair & Maint-Systems	1,100,000	0	1,100,000	Direct-W	100.00%	0.00%	1,100,000	0
55	41533-54614	Repair & Maint-Equip-Treatment	60,000	0	60,000	Direct-W	100.00%	0.00%	60,000	0
56	41533-54623	Repair & Maint-It Equip	5,500	0	5,500	Direct-W	100.00%	0.00%	5,500	0
57	41533-54624	Repair & Maint-Water Wells	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
58	41533-54640	Repair & Maint-Copiers	1,000	0	1,000	Direct-W	100.00%	0.00%	1,000	0
59	41533-54631	Repair & Maint-Security System	15,000	0	15,000	Direct-W	100.00%	0.00%	15,000	0
60	41533-54632	Repair & Maint-Meter Replacement	850,000	0	850,000	Direct-W	100.00%	0.00%	850,000	0
61	41533-54633	Repair & Maint-Meters for New Customers	500,000	0	500,000	Direct-W	100.00%	0.00%	500,000	0
62	41533-54700	Printing	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
63	41533-54700	Printing - UB30000	23,050	0	23,050	Direct-W	100.00%	0.00%	23,050	0
64	41533-54800	Advertising	1,500	0	1,500	Direct-W	100.00%	0.00%	1,500	0
65	41533-54900	Other Current Charges	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
66	41533-54900	Other Current Charges-Re-Brand	0	0	0	Direct-W	100.00%	0.00%	0	0
67	41533-54906	Administrative Services [2]	529,391	0	529,391	Direct-W	100.00%	0.00%	529,391	0
68	41533-54907	Uncollectible Accounts	11,550	0	11,550	Direct-W	100.00%	0.00%	11,550	0
69	41533-54909	Bank Service Charges	18,100	0	18,100	Direct-W	100.00%	0.00%	18,100	0
70	41533-54912	Security/Monitoring Service	23,000	0	23,000	Direct-W	100.00%	0.00%	23,000	0
71	41533-54918	Permit Fees	8,000	0	8,000	Direct-W	100.00%	0.00%	8,000	0
72	41533-54919	Collection Agency Fees	1,200	0	1,200	Direct-W	100.00%	0.00%	1,200	0
73	41533-54920	Payments In Lieu Of Taxes [3]	101,292	0	101,292	Direct-W	100.00%	0.00%	101,292	0
74	41533-55100	Office Supplies	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
75	41533-55200	Operating Supplies	0	0	0	Direct-W	100.00%	0.00%	0	0
76	41533-55200	Operating Supplies-Treatment	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
77	41533-55200	Operating Supplies-Distributn	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
78	41533-55200	Operating Supplies-Constructn	1,000	0	1,000	Direct-W	100.00%	0.00%	1,000	0
79	41533-55201	Gas & Oil	80,000	0	80,000	Direct-W	100.00%	0.00%	80,000	0
80	41533-55202	Tires & Batteries	8,000	0	8,000	Direct-W	100.00%	0.00%	8,000	0
81	41533-55203	Uniforms	11,000	0	11,000	Direct-W	100.00%	0.00%	11,000	0
82	41533-55204	Minor Equipment / Admin Building	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
83	41533-55204	Minor Equipment-Treatment	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2022 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted 2022	Adjustments	Adjusted 2022	Allocation Factor	Allocation Percentages		Allocated Amounts	
							Water	Wastewater	Water	Wastewater
84	41533-55204	Minor Equipment-Distribution	12,500	0	12,500	Direct-W	100.00%	0.00%	12,500	0
85	41533-55204	Minor Equipment-Construction	12,500	0	12,500	Direct-W	100.00%	0.00%	12,500	0
86	41533-55205	Safety Equipment	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
87	41533-55207	Chlorine	60,000	0	60,000	Direct-W	100.00%	0.00%	60,000	0
88	41533-55208	Corrosion Control	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
89	41533-55209	Safety Shoes	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
90	41533-55210	Laboratory Supplies	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
91	41533-55212	Community Relations	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
92	41533-55218	Water Conservation Supplies	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
93	41533-55219	Software Renewals/Support	114,132	0	114,132	Direct-W	100.00%	0.00%	114,132	0
94	41533-55299	Unbilled Fuel Usage	0	0	0	Direct-W	100.00%	0.00%	0	0
95	41533-55400	Subscriptions & Dues	3,600	0	3,600	Direct-W	100.00%	0.00%	3,600	0
96	41533-55401	Training & Education	426	0	426	Direct-W	100.00%	0.00%	426	0
97	41533-55401	Training & Education-Treatment	3,700	0	3,700	Direct-W	100.00%	0.00%	3,700	0
98	41533-55401	Training & Education-Distribtn	6,300	0	6,300	Direct-W	100.00%	0.00%	6,300	0
99	41533-55401	Training & Education-Constrctn	0	0	0	Direct-W	100.00%	0.00%	0	0
100	41533-55409	Licenses & Certifications	2,500	0	2,500	Direct-W	100.00%	0.00%	2,500	0
101	41533-55900	Depreciation	0	0	0	Direct-W	100.00%	0.00%	0	0
102		Subtotal Operating Expenses	\$5,072,976	\$0	\$5,072,976		100.00%	0.00%	\$5,072,976	\$0
<u>Water Capital Outlay [4]</u>										
103	41533-66201	Cap Out-Admin Bldg Expansion	\$0	\$0	\$0	Direct-W	100.00%	0.00%	\$0	\$0
104	41533-66300	Cap Out-Fiber Optic Network	0	0	0	Direct-W	100.00%	0.00%	0	0
105	41533-66300	Cap Out-Bloxam Elevated Tank	0	0	0	Direct-W	100.00%	0.00%	0	0
106	41533-66307	Cap Out-Water System - Other System Imp.	0	0	0	Direct-W	100.00%	0.00%	0	0
107	41533-66307	Cap Out-Water System Streetscape Phase 3	1,200,000	(1,200,000)	0	Direct-W	100.00%	0.00%	0	0
108	41533-66307	Cap Out- Johns Lake Road Main Upsizing (Removed)	0	0	0	Direct-W	100.00%	0.00%	0	0
109	41533-66307	Cap Out- Carryforward Relief Valve	100,491	(100,491)	0	Direct-W	100.00%	0.00%	0	0
110	41533-66307	Cap Out- Water System UT Relocate	10,963	(10,963)	0	Direct-W	100.00%	0.00%	0	0
111	41533-66307	Cap Out- Carryforward Relocate WM King Ridge	1,450	(1,450)	0	Direct-W	100.00%	0.00%	0	0
112	41533-66307	Water System -Cap Out Lower FL Aquifer	0	0	0	Direct-W	100.00%	0.00%	0	0
113	41533-66307	Water System - Prince Ed Ave	0	0	0	Direct-W	100.00%	0.00%	0	0
114	41533-66307	Cap Out-Grand Hwy Well	0	0	0	Direct-W	100.00%	0.00%	0	0
115	41533-66307	Cap Out-Water System - Cdbg	0	0	0	Direct-W	100.00%	0.00%	0	0
116	41533-66307	Cap Out-Water System	0	0	0	Direct-W	100.00%	0.00%	0	0
117	41533-66308	Cap Out-Water Inventory	0	0	0	Direct-W	100.00%	0.00%	0	0
118	41533-66322	Cap Out-Wells / Houses Pumps 33201 (New)	100,000	(100,000)	0	Direct-W	100.00%	0.00%	0	0
119	41533-66322	Cap Out-Reel Wtr Reuse Tank 33203 (New)	45,000	(45,000)	0	Direct-W	100.00%	0.00%	0	0
120	41533-66400	Cap Out-Vehicles	0	0	0	Direct-W	100.00%	0.00%	0	0
121	41533-66401	Capital Equipment	100,000	(100,000)	0	Direct-W	100.00%	0.00%	0	0
122	41533-66403	Cap Out- It Equipment	0	0	0	Direct-W	100.00%	0.00%	0	0
123	41533-66404	Cap Out- Asset Management	0	0	0	Direct-W	100.00%	0.00%	0	0
124	41533-66404	Cap Out-Software	0	0	0	Direct-W	100.00%	0.00%	0	0
125	41533-66900	Cap Out-Professional Services	75,000	(75,000)	0	Direct-W	100.00%	0.00%	0	0
126	41533-66900	Cap Out-Proff. Services for Alternative Water	100,000	(100,000)	0	Direct-W	100.00%	0.00%	0	0
127	41533-66900	Cap Out-Johns Lake Main Upsizing Design	0	0	0	Direct-W	100.00%	0.00%	0	0
128	41533-66900	Cap Out-PRO UT Relocate - Hartwood Marsh (New)	50,000	(50,000)	0	Direct-W	100.00%	0.00%	0	0
129	41533-66900	Cap Out-PROSVC CDBG FFY17 38123 (New)	12,560	(12,560)	0	Direct-W	100.00%	0.00%	0	0
130		Subtotal Water Capital Outlay	\$1,795,464	(\$1,795,464)	\$0		100.00%	0.00%	\$0	\$0
<u>Water Debt Service [4]</u>										
131	41533-77122	Debt Svc-2017 Bond Principal	\$316,440	(\$316,440)	\$0	Direct-W	100.00%	0.00%	\$0	\$0
132	41533-77222	Debt Svc-2017 Bond Interest	80,021	(80,021)	0	Direct-W	100.00%	0.00%	0	0
133	41533-77300	Pay Agent Fees	0	0	0	Direct-W	100.00%	0.00%	0	0
134	41533-77305	Debt Svc- Bond Issue Costs	0	0	0	Direct-W	100.00%	0.00%	0	0
135		Subtotal Water Debt Service	\$396,461	(\$396,461)	\$0		100.00%	0.00%	\$0	\$0
<u>Water Transfers [4]</u>										
136	41581-99100	Transfer to General Fund	\$1,196,542	(\$1,196,542)	\$0	Direct-W	100.00%	0.00%	\$0	\$0
137	41581-99101	Transfer to GF - Stormwater	0	0	0	Direct-W	100.00%	0.00%	0	0
138	41599-59900	Transfer to Fund Reserves	0	0	0	Direct-W	100.00%	0.00%	0	0
139		Subtotal Water Transfers	\$1,196,542	(\$1,196,542)	\$0		100.00%	0.00%	\$0	\$0
<u>Other Water Adjustments</u>										
140	Contingency	Contingency - 0.00% of O&M [5]	\$0	\$0	\$0	Input	50.00%	50.00%	\$0	\$0
141	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [6]	0	0	0	Input	50.00%	50.00%	0	0
142	Other	Other Adjustments	0	0	0	Op Exp	57.67%	42.33%	0	0
143		Subtotal Other Water Adjustments	\$0	\$0	\$0		100.00%	0.00%	\$0	\$0
144		Subtotal Water Operating Budget	\$10,812,210	(\$3,388,467)	\$7,423,743		100.00%	0.00%	\$7,423,743	\$0
<u>Wastewater Department</u>										
<u>Personnel Expenses</u>										
145	42535-12100	Regular Salaries	\$1,600,000	\$0	\$1,600,000	Direct-S	0.00%	100.00%	\$0	\$1,600,000
146	AddPer	Additional Personnel - Wastewater	0	0	0	Input	0.00%	100.00%	0	0
147	42535-12110	Part-Time Salaries	0	0	0	Direct-S	0.00%	100.00%	0	0
148	42535-12120	Overtime Salaries	33,700	0	33,700	Direct-S	0.00%	100.00%	0	33,700
149	42535-12220	FICA	121,491	0	121,491	Direct-S	0.00%	100.00%	0	121,491
150	42535-12240	Defined Contribution Pension	148,757	0	148,757	Direct-S	0.00%	100.00%	0	148,757
151	42535-12300	Group Insurance	506,850	0	506,850	Direct-S	0.00%	100.00%	0	506,850
152	42535-12305	Life Insurance	5,248	0	5,248	Direct-S	0.00%	100.00%	0	5,248
153	42535-12315	Employee Assistance Plan	1,163	0	1,163	Direct-S	0.00%	100.00%	0	1,163
154	42535-12400	Workers Compensation	18,102	0	18,102	Direct-S	0.00%	100.00%	0	18,102
155	42535-12500	Unemployment Compensation	0	0	0	Direct-S	0.00%	100.00%	0	0

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2022 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted 2022	Adjustments	Adjusted 2022	Allocation Factor	Allocation Percentages		Allocated Amounts	
							Water	Wastewater	Water	Wastewater
156	42535-12999	Sal/Ben-Personnel Changes	0	0	0	Direct-S	0.00%	100.00%	0	0
157		Subtotal Personnel Expenses	\$2,435,311	\$0	\$2,435,311		0.00%	100.00%	\$0	\$2,435,311
		<u>Operating Expenses</u>								
158	42535-53100	Pro Svcs-General	\$152,500	\$0	\$152,500	Direct-S	0.00%	100.00%	\$0	\$152,500
159	42535-53100	Pro Svcs-General - Sewer Impr	0	0	0	Direct-S	0.00%	100.00%	0	0
160	42535-53100	Pro Svcs-Johns Lake Rd Reuse	0	0	0	Direct-S	0.00%	100.00%	0	0
161	42535-53128	Background Investigations	1,500	0	1,500	Direct-S	0.00%	100.00%	0	1,500
162	42535-53129	Drug Screens	500	0	500	Direct-S	0.00%	100.00%	0	500
163	42535-53130	Medical Services	0	0	0	Direct-S	0.00%	100.00%	0	0
164	42535-53150	Pro Svcs-Laboratory	23,000	0	23,000	Direct-S	0.00%	100.00%	0	23,000
165	42535-53154	Pro Svcs-Investment Advisor	3,433	0	3,433	Direct-S	0.00%	100.00%	0	3,433
166	42535-53168	Pro Svcs-Safety Training	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
167	42535-53169	Pro Svcs-Utility Locates	2,500	0	2,500	Direct-S	0.00%	100.00%	0	2,500
168	42535-53192	Pro Svcs-Sewer Reading	0	0	0	Direct-S	0.00%	100.00%	0	0
169	42535-53401	Contract Svcs-General	6,000	0	6,000	Direct-S	0.00%	100.00%	0	6,000
170	42535-53403	Contract Svcs-Mowing	20,000	0	20,000	Direct-S	0.00%	100.00%	0	20,000
171	42535-53404	Contract Svcs-Pest Cont	2,400	0	2,400	Direct-S	0.00%	100.00%	0	2,400
172	42535-53408	Contract Svcs-Cleaning	2,400	0	2,400	Direct-S	0.00%	100.00%	0	2,400
173	42535-53410	Contract Svcs-Odor Control Ea	30,000	0	30,000	Direct-S	0.00%	100.00%	0	30,000
174	42535-53417	Contract Svcs-Gate Maintenance	1,200	0	1,200	Direct-S	0.00%	100.00%	0	1,200
175	42535-54001	Travel & Per Diem	1,236	0	1,236	Direct-S	0.00%	100.00%	0	1,236
176	42535-54001	Travel & Per Diem - Treatment	0	0	0	Direct-S	0.00%	100.00%	0	0
177	42535-54001	Travel & Per Diem - Construct	0	0	0	Direct-S	0.00%	100.00%	0	0
178	42535-54001	Travel & Per Diem - Collection	300	0	300	Direct-S	0.00%	100.00%	0	300
179	42535-54101	Telephone	37,000	0	37,000	Direct-S	0.00%	100.00%	0	37,000
180	42535-54102	Internet Service	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
181	42535-54200	Postage & Freight	21,673	0	21,673	Direct-S	0.00%	100.00%	0	21,673
182	42535-54301	Water & Sewer Service	15,000	0	15,000	Direct-S	0.00%	100.00%	0	15,000
183	42535-54304	Solid Waste Disposal Fees	2,700	0	2,700	Direct-S	0.00%	100.00%	0	2,700
184	42535-54307	Electric & Gas Svc-East Plant	510,000	0	510,000	Direct-S	0.00%	100.00%	0	510,000
185	42535-54308	Electric & Gas Svc-W Lift Sta	70,000	0	70,000	Direct-S	0.00%	100.00%	0	70,000
186	42535-54309	Electric & Gas Svc-E Lift Sta	320,000	0	320,000	Direct-S	0.00%	100.00%	0	320,000
187	42535-54310	Sludge Disposal-East	225,000	0	225,000	Direct-S	0.00%	100.00%	0	225,000
188	42535-54400	Rentals-Equipment	2,000	0	2,000	Direct-S	0.00%	100.00%	0	2,000
189	42535-54500	Commercial Insurance / Self Insurance Claims	192,894	0	192,894	Direct-S	0.00%	100.00%	0	192,894
190	42535-54600	Repair & Maint-Buildings	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
191	42535-54601	Repair & Maint-Vehicles	40,000	0	40,000	Direct-S	0.00%	100.00%	0	40,000
192	42535-54607	Repair & Maint-Sod	300	0	300	Direct-S	0.00%	100.00%	0	300
193	42535-54612	Repair & Maint-Systems	40,000	0	40,000	Direct-S	0.00%	100.00%	0	40,000
194	42535-54614	Repair & Maint-Equip-Treatment	50,000	0	50,000	Direct-S	0.00%	100.00%	0	50,000
195	42535-54619	Repair & Maint-Equip-Lift Station	130,000	0	130,000	Direct-S	0.00%	100.00%	0	130,000
196	42535-54623	Repair & Maint-It Equip	1,200	0	1,200	Direct-S	0.00%	100.00%	0	1,200
197	42535-54631	Repair & Maint-Security System	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
198	42535-54640	Repair & Maint-Copiers	1,950	0	1,950	Direct-S	0.00%	100.00%	0	1,950
199	42535-54700	Printing	8,650	0	8,650	Direct-S	0.00%	100.00%	0	8,650
200	42535-54800	Advertising	600	0	600	Direct-S	0.00%	100.00%	0	600
201	42535-54900	Other Current Charges	1,100	0	1,100	Direct-S	0.00%	100.00%	0	1,100
202	42535-54906	Administrative Services [2]	510,828	0	510,828	Direct-S	0.00%	100.00%	0	510,828
203	42535-54907	Uncollectible Accounts	15,750	0	15,750	Direct-S	0.00%	100.00%	0	15,750
204	42535-54909	Bank Service Charges	17,554	0	17,554	Direct-S	0.00%	100.00%	0	17,554
205	42535-54912	Security/Monitoring Service	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
206	42535-54918	Permit Fees	0	0	0	Direct-S	0.00%	100.00%	0	0
207	42535-54920	Payments In Lieu Of Taxes [3]	107,161	0	107,161	Direct-S	0.00%	100.00%	0	107,161
208	42535-55100	Office Supplies	3,500	0	3,500	Direct-S	0.00%	100.00%	0	3,500
209	42535-55200	Operating Supplies-Treatment	5,500	0	5,500	Direct-S	0.00%	100.00%	0	5,500
210	42535-55200	Operating Supplies - Construct	500	0	500	Direct-S	0.00%	100.00%	0	500
211	42535-55200	Operating Supplies-Collection	5,500	0	5,500	Direct-S	0.00%	100.00%	0	5,500
212	42535-55201	Gas & Oil	70,000	0	70,000	Direct-S	0.00%	100.00%	0	70,000
213	42535-55202	Tires & Batteries	9,000	0	9,000	Direct-S	0.00%	100.00%	0	9,000
214	42535-55203	Uniforms	6,000	0	6,000	Direct-S	0.00%	100.00%	0	6,000
215	42535-55204	Minor Equipment-Treatment & Minor Equip.	8,000	0	8,000	Direct-S	0.00%	100.00%	0	8,000
216	42535-55204	Minor Equipment - Construct	8,000	0	8,000	Direct-S	0.00%	100.00%	0	8,000
217	42535-55204	Minor Equipment-Collection	8,000	0	8,000	Direct-S	0.00%	100.00%	0	8,000
218	42535-55205	Safety Equipment	5,500	0	5,500	Direct-S	0.00%	100.00%	0	5,500
219	42535-55207	Chlorine	200,000	0	200,000	Direct-S	0.00%	100.00%	0	200,000
220	42535-55209	Safety Shoes	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
221	42535-55210	Laboratory Supplies	3,500	0	3,500	Direct-S	0.00%	100.00%	0	3,500
222	42535-55214	Polymer	40,000	0	40,000	Direct-S	0.00%	100.00%	0	40,000
223	42535-55219	Software Renewals/Support	19,910	0	19,910	Direct-S	0.00%	100.00%	0	19,910
224	42535-55400	Subscriptions & Dues	0	0	0	Direct-S	0.00%	100.00%	0	0
225	42535-55401	Training & Education	1,176	0	1,176	Direct-S	0.00%	100.00%	0	1,176
226	42535-55401	Training & Education-Treatment	1,940	0	1,940	Direct-S	0.00%	100.00%	0	1,940
227	42535-55401	Training & Education - Constr	3,775	0	3,775	Direct-S	0.00%	100.00%	0	3,775
228	42535-55401	Training & Education-Collectn	0	0	0	Direct-S	0.00%	100.00%	0	0
229	42535-55409	Licenses & Certifications	330	0	330	Direct-S	0.00%	100.00%	0	330
230	42535-55900	Depreciation	0	0	0	Direct-S	0.00%	100.00%	0	0
231		Subtotal Operating Expenses	\$3,013,460	\$0	\$3,013,460		0.00%	100.00%	\$0	\$3,013,460
		<u>Wastewater Capital Outlay [4]</u>								
232	42535-66305	Cap Out-Sewer System	\$250,000	(\$250,000)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
233	42535-66305	Sewer System - Const Improvmnt	0	0	0	Direct-S	0.00%	100.00%	0	0
234	42535-66305	Sewer System - Other Imp. - Phoneline Conv.	0	0	0	Direct-S	0.00%	100.00%	0	0
235	42535-66305	Sewer System - Manhole/Lat Reh	105,000	(105,000)	0	Direct-S	0.00%	100.00%	0	0
236	42535-66305	Sewer Sys- Lake Hiawatha Force	0	0	0	Direct-S	0.00%	100.00%	0	0
237	42535-66320	East Wastewater Plant Expansion	0	0	0	Direct-S	0.00%	100.00%	0	0
238	42535-66305	Cap Out-Johns Lake Rd Reuse	0	0	0	Direct-S	0.00%	100.00%	0	0

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2022 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted 2022	Adjustments	Adjusted 2022	Allocation Factor	Allocation Percentages		Allocated Amounts	
							Water	Wastewater	Water	Wastewater
239	42535-66321	Lift Station Improvements	699,000	(699,000)	0	Direct-S	0.00%	100.00%	0	0
240	42535-66321	Lift Station Pump Replacements	455,000	(455,000)	0	Direct-S	0.00%	100.00%	0	0
241	42535-66400	Cap Out-Vehicles	0	0	0	Direct-S	0.00%	100.00%	0	0
242	42535-66401	Capital Equipment (New)	2,500	(2,500)	0	Direct-S	0.00%	100.00%	0	0
243	42535-66403	Cap Out- It Equipment / Asset Management	0	0	0	Direct-S	0.00%	100.00%	0	0
244	42535-66404	Cap Out-Software	0	0	0	Direct-S	0.00%	100.00%	0	0
245		Subtotal Wastewater Capital Outlay	\$1,511,500	(\$1,511,500)	\$0		0.00%	100.00%	\$0	\$0
		<u>Wastewater Debt Service [4]</u>								
246	42535-77122	Debt Svc-2017 Bond Principal	\$562,560	(\$562,560)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
247	42535-77222	Debt Svc-2017 Bond Interest	142,260	(142,260)	0	Direct-S	0.00%	100.00%	0	0
248	42535-77300	Pay Agent Fees	0	0	0	Direct-S	0.00%	100.00%	0	0
249	42535-77305	Debt Svc- Bond Issue Costs	0	0	0	Direct-S	0.00%	100.00%	0	0
250		Subtotal Wastewater Debt Service	\$704,820	(\$704,820)	\$0		0.00%	100.00%	\$0	\$0
		<u>Wastewater Transfers [4]</u>								
251	42581-99117	Transfer to General Fund	\$1,260,000	(\$1,260,000)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
252	41581-99101	Transfer to GF - Stormwater	0	0	0	Direct-S	0.00%	100.00%	0	0
252	42599-59900	Transfer to Fund Reserves	0	0	0	Direct-S	0.00%	100.00%	0	0
253		Subtotal Wastewater Transfers	\$1,260,000	(\$1,260,000)	\$0		0.00%	100.00%	\$0	\$0
		<u>Other Wastewater Adjustments</u>								
254	Contingency	Contingency - 0.00% of O&M [5]	\$0	\$0	\$0	Input	50.00%	50.00%	\$0	\$0
255	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [6]	0	0	0	Input	50.00%	50.00%	0	0
256	Other	Other Adjustments	0	0	0	Op Exp	57.67%	42.33%	0	0
257		Subtotal Other Wastewater Adjustments	\$0	\$0	\$0		0.00%	100.00%	\$0	\$0
258		Subtotal Wastewater Operating Budget	\$8,925,091	(\$3,476,320)	\$5,448,771		0.00%	100.00%	\$0	\$5,448,771
259		Grand Total Operating Budget	\$19,737,301	(\$6,864,787)	\$12,872,514		57.67%	42.33%	\$7,423,743	\$5,448,771

Footnotes:

[1] Amounts shown are based on the amended Fiscal Year 2022 Budget as provided by the City.

[2] Budgeted amounts for the "Administrative Services" line are to reimburse the General Fund for services that benefit the Utility.

[3] Amounts for the Payment in Lieu of Taxes (PILOT) are paid to the General Fund and are included in the Cost of Operation and Maintenance for coverage purposes.

[4] Amounts are adjusted from actuals as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.

[5] A contingency of 0% of O&M was added to allow for unforeseen contingencies.

[6] An allowance for bad debt expense of 0% of rate was recognized to account for uncollectible revenues.

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2023 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted	01/20/2023	Adjusted	Allocation Factor	Allocation Percentages		Allocated Amounts	
			2023	Budget Adjustments	2023		Water	Wastewater	Water	Wastewater
Includes 15% Pay Adjustment / Also Unfunded 7 Water and 1 Sewer Position Currently Advertised - Positions Reappropriated (See Add Staff Table 9)										
<u>Water Department</u>										
<u>Personnel Expenses</u>										
1	41533-12100	Regular Salaries	\$1,715,924	(\$315,924)	\$1,400,000	Direct-W	100.00%	0.00%	\$1,400,000	\$0
2		AddPer	0	0	0	Input	100.00%	0.00%	0	0
3	41533-12110	Part-Time Salaries	21,756	0	21,756	Direct-W	100.00%	0.00%	21,756	0
4	41533-12120	Overtime Salaries	75,000	0	75,000	Direct-W	100.00%	0.00%	75,000	0
5	41533-12220	FICA	138,670	(24,168)	114,502	Direct-W	100.00%	0.00%	114,502	0
6	41533-12240	Defined Contribution Pension	179,092	(31,592)	147,500	Direct-W	100.00%	0.00%	147,500	0
7	41533-12300	Group Insurance	641,963	64,196	706,159	Direct-W	100.00%	0.00%	706,159	0
8	41533-12305	Life Insurance	5,905	0	5,905	Direct-W	100.00%	0.00%	5,905	0
9	41533-12315	Employee Assistance Plan	1,350	0	1,350	Direct-W	100.00%	0.00%	1,350	0
10	41533-12400	Workers Compensation	23,354	0	23,354	Direct-W	100.00%	0.00%	23,354	0
11	41533-12500	Unemployment Compensation	0	0	0	Direct-W	100.00%	0.00%	0	0
12	41533-12999	Sal/Ben-Personnel Changes	0	0	0	Direct-W	100.00%	0.00%	0	0
13		Subtotal Personnel Expenses	\$2,803,015	(\$307,489)	\$2,495,526		100.00%	0.00%	\$2,495,526	\$0
<u>Operating Expenses</u>										
14	41533-53100	Pro Svcs-General	\$214,600	(\$14,600)	\$200,000	Direct-W	100.00%	0.00%	\$200,000	\$0
15	41533-53100	Pro Svcs-12" Wtr Main Loop	0	0	0	Direct-W	100.00%	0.00%	0	0
16	41533-53100	Pro Svcs-General - Admin Bldg	0	0	0	Direct-W	100.00%	0.00%	0	0
17	41533-53100	Pro Svcs-Lower Fl Aquifer	0	0	0	Direct-W	100.00%	0.00%	0	0
18	41533-53100	Pro Svcs-General-Grand Hwy Wel	0	0	0	Direct-W	100.00%	0.00%	0	0
19	41533-53100	Pro Svcs-General - Cdbg	0	0	0	Direct-W	100.00%	0.00%	0	0
20	41533-53128	Background Investigations	0	0	0	Direct-W	100.00%	0.00%	0	0
21	41533-53129	Drug Screens	0	0	0	Direct-W	100.00%	0.00%	0	0
22	41533-53130	Medical Services	0	0	0	Direct-W	100.00%	0.00%	0	0
23	41533-53141	Pro Svcs-Alternative Water	0	0	0	Direct-W	100.00%	0.00%	0	0
24	41533-53141-33103	Pro Svcs-Alternative Water	100,000	0	100,000	Direct-W	100.00%	0.00%	100,000	0
25	41533-53150	Pro Svcs-Laboratory	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
26	41533-53154	Pro Svcs-Investment Advisor	4,500	0	4,500	Direct-W	100.00%	0.00%	4,500	0
27	41533-53168	Pro Svcs-Safety Training	14,700	0	14,700	Direct-W	100.00%	0.00%	14,700	0
28	41533-53169	Pro Svcs-Utility Locates	2,500	0	2,500	Direct-W	100.00%	0.00%	2,500	0
29	41533-53183	Pro Svcs-Cup Requirements	50,000	0	50,000	Direct-W	100.00%	0.00%	50,000	0
30	41533-53401	Contract Svcs-General	16,000	0	16,000	Direct-W	100.00%	0.00%	16,000	0
31	41533-53402	Contract Svcs-Cleaning	3,600	0	3,600	Direct-W	100.00%	0.00%	3,600	0
32	41533-53403	Contract Svcs-Mowing	17,000	0	17,000	Direct-W	100.00%	0.00%	17,000	0
33	41533-53404	Contract Svcs-Pest Cont	4,800	0	4,800	Direct-W	100.00%	0.00%	4,800	0
34	41533-53417	Contract Svcs-Gate Maint	800	0	800	Direct-W	100.00%	0.00%	800	0
35	41533-54001	Travel & Per Diem UB300	1,183	0	1,183	Direct-W	100.00%	0.00%	1,183	0
36	41533-54001	Travel & Per Diem-Treatment	1,200	0	1,200	Direct-W	100.00%	0.00%	1,200	0
37	41533-54001	Travel & Per Diem-Distribution	7,500	0	7,500	Direct-W	100.00%	0.00%	7,500	0
38	41533-54001	Travel & Per Diem-Construction	0	0	0	Direct-W	100.00%	0.00%	0	0
39	41533-54101	Telephone	33,000	0	33,000	Direct-W	100.00%	0.00%	33,000	0
40	41533-54102	Internet Service	8,500	0	8,500	Direct-W	100.00%	0.00%	8,500	0
41	41533-54200	Postage & Freight	75,983	0	75,983	Direct-W	100.00%	0.00%	75,983	0
42	41533-54300	Electric & Gas Svc-West Trtmtnt	65,000	12,025	77,025	Direct-W	100.00%	0.00%	77,025	0
43	41533-54301	Water & Sewer Service	7,500	0	7,500	Direct-W	100.00%	0.00%	7,500	0
44	41533-54304	Solid Waste Disposal Fees	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
45	41533-54306	Electric & Gas Svc-East Trmtnt	510,000	94,350	604,350	Direct-W	100.00%	0.00%	604,350	0
46	41533-54400	Rentals-Equipment	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
47	41533-54500	Commercial Insurance	178,773	0	178,773	Direct-W	100.00%	0.00%	178,773	0
48	41533-54501	Self-Insur Liab Claims	0	0	0	Direct-W	100.00%	0.00%	0	0
49	41533-54600	Repair & Maint-Buildings	30,000	0	30,000	Direct-W	100.00%	0.00%	30,000	0
50	41533-54607	Repair & Maint-Sod	3,500	0	3,500	Direct-W	100.00%	0.00%	3,500	0
51	41533-54601	Repair & Maint-Vehicles	22,000	0	22,000	Direct-W	100.00%	0.00%	22,000	0
52	41533-54610	Repair & Maint-Meters	0	0	0	Direct-W	100.00%	0.00%	0	0
53	41533-54611	Repair & Maint-Tanks	11,000	0	11,000	Direct-W	100.00%	0.00%	11,000	0
54	41533-54612	Repair & Maint-Systems	1,400,000	0	1,400,000	Direct-W	100.00%	0.00%	1,400,000	0
55	41533-54614	Repair & Maint-Equip-Treatment	70,000	0	70,000	Direct-W	100.00%	0.00%	70,000	0
56	41533-54623	Repair & Maint-It Equip	6,500	0	6,500	Direct-W	100.00%	0.00%	6,500	0
57	41533-54624	Repair & Maint-Water Wells	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
58	41533-54640	Repair & Maint-Copiers	1,700	0	1,700	Direct-W	100.00%	0.00%	1,700	0
59	41533-54631	Repair & Maint-Security System	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
60	41533-54632	Repair & Maint-Meter Replacement	1,260,000	0	1,260,000	Direct-W	100.00%	0.00%	1,260,000	0
61	41533-54633	Repair & Maint-Meters for New Customers	500,000	0	500,000	Direct-W	100.00%	0.00%	500,000	0
62	41533-54700	Printing	0	0	0	Direct-W	100.00%	0.00%	0	0
63	41533-54700	Printing - UB30000	22,638	0	22,638	Direct-W	100.00%	0.00%	22,638	0
64	41533-54800	Advertising	0	0	0	Direct-W	100.00%	0.00%	0	0
65	41533-54900	Other Current Charges	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
66	41533-54900	Other Current Charges-Re-Brand	0	0	0	Direct-W	100.00%	0.00%	0	0
67	41533-54906	Administrative Services [2]	571,742	85,761	657,504	Direct-W	100.00%	0.00%	657,504	0
68	41533-54907	Uncollectible Accounts	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
69	41533-54909	Bank Service Charges	20,000	0	20,000	Direct-W	100.00%	0.00%	20,000	0
70	41533-54912	Security/Monitoring Service	28,000	0	28,000	Direct-W	100.00%	0.00%	28,000	0
71	41533-54918	Permit Fees	8,000	0	8,000	Direct-W	100.00%	0.00%	8,000	0
72	41533-54919	Collection Agency Fees	1,200	0	1,200	Direct-W	100.00%	0.00%	1,200	0
73	41533-54920	Payments In Lieu Of Taxes [3]	104,331	0	104,331	Direct-W	100.00%	0.00%	104,331	0
74	41533-55100	Office Supplies	4,980	0	4,980	Direct-W	100.00%	0.00%	4,980	0
75	41533-55200	Operating Supplies	0	0	0	Direct-W	100.00%	0.00%	0	0
76	41533-55200	Operating Supplies-Treatment	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
77	41533-55200	Operating Supplies-Distributn	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
78	41533-55200	Operating Supplies-Constructn	1,500	0	1,500	Direct-W	100.00%	0.00%	1,500	0
79	41533-55201	Gas & Oil	100,000	0	100,000	Direct-W	100.00%	0.00%	100,000	0
80	41533-55202	Tires & Batteries	10,000	0	10,000	Direct-W	100.00%	0.00%	10,000	0
81	41533-55203	Uniforms	8,600	0	8,600	Direct-W	100.00%	0.00%	8,600	0
82	41533-55204	Minor Equipment / Admin Building	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
83	41533-55204	Minor Equipment-Treatment	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2023 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted	01/20/2023 Budget	Adjusted	Allocation Factor	Allocation Percentages		Allocated Amounts	
			2023	Adjustments	2023		Water	Wastewater	Water	Wastewater
Includes 15% Pay Adjustment / Also Unfunded 7 Water and 1 Sewer Position Currently Advertised - Positions Reappropriated (See Add Staff Table 9)										
84	41533-55204	Minor Equipment-Distribution	12,500	0	12,500	Direct-W	100.00%	0.00%	12,500	0
85	41533-55204	Minor Equipment-Construction	8,000	0	8,000	Direct-W	100.00%	0.00%	8,000	0
86	41533-55205	Safety Equipment	6,000	0	6,000	Direct-W	100.00%	0.00%	6,000	0
87	41533-55207	Chlorine	60,000	0	60,000	Direct-W	100.00%	0.00%	60,000	0
88	41533-55208	Corrosion Control	25,000	0	25,000	Direct-W	100.00%	0.00%	25,000	0
89	41533-55209	Safety Shoes	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
90	41533-55210	Laboratory Supplies	5,000	0	5,000	Direct-W	100.00%	0.00%	5,000	0
91	41533-55212	Community Relations	12,000	0	12,000	Direct-W	100.00%	0.00%	12,000	0
92	41533-55218	Water Conservation Supplies	3,000	0	3,000	Direct-W	100.00%	0.00%	3,000	0
93	41533-55219	Software Renewals/Support	164,500	0	164,500	Direct-W	100.00%	0.00%	164,500	0
94	41533-55299	Unbilled Fuel Usage	1,500	0	1,500	Direct-W	100.00%	0.00%	1,500	0
95	41533-55400	Subscriptions & Dues	4,000	0	4,000	Direct-W	100.00%	0.00%	4,000	0
96	41533-55401	Training & Education	1,550	0	1,550	Direct-W	100.00%	0.00%	1,550	0
97	41533-55401	Training & Education-Treatment	7,900	0	7,900	Direct-W	100.00%	0.00%	7,900	0
98	41533-55401	Training & Education-Distribtn	53,000	(23,000)	30,000	Direct-W	100.00%	0.00%	30,000	0
99	41533-55401	Training & Education-Constrctn	0	0	0	Direct-W	100.00%	0.00%	0	0
100	41533-55409	Licenses & Certifications	4,600	0	4,600	Direct-W	100.00%	0.00%	4,600	0
101	41533-55900	Depreciation	0	0	0	Direct-W	100.00%	0.00%	0	0
102		Subtotal Operating Expenses	\$6,019,380	\$154,536	\$6,173,916		100.00%	0.00%	\$6,173,916	\$0
Water Capital Outlay [4]										
103	41533-66201	Cap Out-Admin Bldg Expansion	\$0	\$0	\$0	Direct-W	100.00%	0.00%	\$0	\$0
104	41533-66300	Cap Out-Other Improvements	150,000	(150,000)	0	Direct-W	100.00%	0.00%	0	0
105	41533-66300	Cap Out-Bloxam Elevated Tank	0	0	0	Direct-W	100.00%	0.00%	0	0
106	41533-66307	Cap Out-Water System - West	200,000	(200,000)	0	Direct-W	100.00%	0.00%	0	0
107	41533-66307	Cap Out-Water System - East	400,000	(400,000)	0	Direct-W	100.00%	0.00%	0	0
108	41533-66307	Cap Out-UT Relocate - Hartwood Marsh (New)	0	0	0	Direct-W	100.00%	0.00%	0	0
109	41533-66307	Cap Out- Carryforward Relief Valve	0	0	0	Direct-W	100.00%	0.00%	0	0
110	41533-66307	Cap Out- Water System UT Relocate	0	0	0	Direct-W	100.00%	0.00%	0	0
111	41533-66307	Cap Out- Carryforward Relocate WM King Ridge	0	0	0	Direct-W	100.00%	0.00%	0	0
112	41533-66307	Water System -Cap Out Lower FL Aquifer	0	0	0	Direct-W	100.00%	0.00%	0	0
113	41533-66307	Water System - Prince Ed Ave	0	0	0	Direct-W	100.00%	0.00%	0	0
114	41533-66307	Cap Out-Grand Hwy Well	0	0	0	Direct-W	100.00%	0.00%	0	0
115	41533-66307	Cap Out-Water System - Cdbg	0	0	0	Direct-W	100.00%	0.00%	0	0
116	41533-66307	Cap Out-Water System	0	0	0	Direct-W	100.00%	0.00%	0	0
117	41533-66308	Cap Out-Water Inventory	0	0	0	Direct-W	100.00%	0.00%	0	0
118	41533-66322	Cap Out-Wells / Houses Pumps 33201	0	0	0	Direct-W	100.00%	0.00%	0	0
119	41533-66322	Cap Out-Recl Wtr Reuse Tank 33203	0	0	0	Direct-W	100.00%	0.00%	0	0
120	41533-66400	Cap Out-Vehicles	196,000	(196,000)	0	Direct-W	100.00%	0.00%	0	0
121	41533-66401	Capital Equipment	663,000	(663,000)	0	Direct-W	100.00%	0.00%	0	0
122	41533-66403	Cap Out- It Equipment	0	0	0	Direct-W	100.00%	0.00%	0	0
123	41533-66404	Cap Out- Asset Management	0	0	0	Direct-W	100.00%	0.00%	0	0
124	41533-66404	Cap Out-Software	0	0	0	Direct-W	100.00%	0.00%	0	0
125	41533-66900	Cap Out-Profressional Services	100,000	(100,000)	0	Direct-W	100.00%	0.00%	0	0
126	41533-66900	Cap Out-Proff. Services for Alternative Water	100,000	(100,000)	0	Direct-W	100.00%	0.00%	0	0
127	41533-66900	Cap Out-Johns Lake Main Upsizing Design	0	0	0	Direct-W	100.00%	0.00%	0	0
128	41533-66900	Cap Out-PRO UT Relocate - Hartwood Marsh (New)	150,000	(150,000)	0	Direct-W	100.00%	0.00%	0	0
129	41533-66900	Cap Out-PROSVC CDBG FFY17 38123	0	0	0	Direct-W	100.00%	0.00%	0	0
130		Subtotal Water Capital Outlay	\$1,959,000	(\$1,959,000)	\$0		100.00%	0.00%	\$0	\$0
Water Debt Service [4]										
131	41533-77122	Debt Svc-2017 Bond Principal	\$316,440	(\$316,440)	\$0	Direct-W	100.00%	0.00%	\$0	\$0
132	41533-77222	Debt Svc-2017 Bond Interest	80,021	(80,021)	0	Direct-W	100.00%	0.00%	0	0
133	41533-77300	Pay Agent Fees	0	0	0	Direct-W	100.00%	0.00%	0	0
134	41533-77305	New Debt Svc	500,000	(500,000)	0	Direct-W	100.00%	0.00%	0	0
135		Subtotal Water Debt Service	\$896,461	(\$896,461)	\$0		100.00%	0.00%	\$0	\$0
Water Transfers [4]										
136	41581-99100	Transfer to General Fund	\$1,270,500	(\$1,270,500)	\$0	Direct-W	100.00%	0.00%	\$0	\$0
137	41581-99101	Transfer to GF - Stormwater (One-time Trsnfr or Loan)	40,000	(40,000)	0	Direct-W	100.00%	0.00%	0	0
138	41599-59900	Transfer to Fund Reserves	0	0	0	Direct-W	100.00%	0.00%	0	0
139		Subtotal Water Transfers	\$1,310,500	(\$1,310,500)	\$0		100.00%	0.00%	\$0	\$0
Other Water Adjustments										
140	Contingency	Contingency - 0.00% of O&M [5]	\$0	\$0	\$0	Input	50.00%	50.00%	\$0	\$0
141	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [6]	0	0	0	Input	50.00%	50.00%	0	0
142	Other	Other Adjustments	0	0	0	Op Exp	57.67%	42.33%	0	0
143		Subtotal Other Water Adjustments	\$0	\$0	\$0		100.00%	0.00%	\$0	\$0
144		Subtotal Water Operating Budget	\$12,988,356	(\$4,318,913)	\$8,669,442		100.00%	0.00%	\$8,669,442	\$0
Wastewater Department										
Personnel Expenses										
145	42535-12100	Regular Salaries	\$1,808,506	\$300,000	\$2,108,506	Direct-S	0.00%	100.00%	\$0	\$2,108,506
146	AddPer	Additional Personnel - Wastewater	0	0	0	Input	0.00%	100.00%	0	0
147	42535-12110	Part-Time Salaries	0	0	0	Direct-S	0.00%	100.00%	0	0
148	42535-12120	Overtime Salaries	54,000	8,100	62,100	Direct-S	0.00%	100.00%	0	62,100
149	42535-12220	FICA	142,482	23,570	166,051	Direct-S	0.00%	100.00%	0	166,051
150	42535-12240	Defined Contribution Pension	186,251	30,810	217,061	Direct-S	0.00%	100.00%	0	217,061
151	42535-12300	Group Insurance	633,563	63,356	696,919	Direct-S	0.00%	100.00%	0	696,919
152	42535-12305	Life Insurance	6,035	0	6,035	Direct-S	0.00%	100.00%	0	6,035
153	42535-12315	Employee Assistance Plan	1,337	0	1,337	Direct-S	0.00%	100.00%	0	1,337
154	42535-12400	Workers Compensation	20,817	0	20,817	Direct-S	0.00%	100.00%	0	20,817
155	42535-12500	Unemployment Compensation	0	0	0	Direct-S	0.00%	100.00%	0	0

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Allocation of Fiscal Year 2023 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted	01/20/2023	Adjusted	Allocation Factor	Allocation Percentages		Allocated Amounts	
			2023	Budget Adjustments	2023		Water	Wastewater	Water	Wastewater
Includes 15% Pay Adjustment / Also Unfunded 7 Water and 1 Sewer Position Currently Advertised - Positions Reappropriated (See Add Staff Table 9)										
156	42535-12999	Sal/Ben-Personnel Changes	0	0	0	Direct-S	0.00%	100.00%	0	0
157		Subtotal Personnel Expenses	\$2,852,991	\$425,836	\$3,278,827		0.00%	100.00%	\$0	\$3,278,827
Operating Expenses										
158	42535-53100	Pro Svcs-General	\$134,600	(\$54,600)	\$80,000	Direct-S	0.00%	100.00%	\$0	\$80,000
159	42535-53100	Pro Svcs-General - Sewer Impr	0	0	0	Direct-S	0.00%	100.00%	0	0
160	42535-53100	Pro Svcs-Johns Lake Rd Reuse	0	0	0	Direct-S	0.00%	100.00%	0	0
161	42535-53128	Background Investigations	1,500	(1,000)	500	Direct-S	0.00%	100.00%	0	500
162	42535-53129	Drug Screens	500	(250)	250	Direct-S	0.00%	100.00%	0	250
163	42535-53130	Medical Services	0	0	0	Direct-S	0.00%	100.00%	0	0
164	42535-53150	Pro Svces-Laboratory	25,000	0	25,000	Direct-S	0.00%	100.00%	0	25,000
165	42535-53154	Pro Svces-Investment Advisor	3,500	0	3,500	Direct-S	0.00%	100.00%	0	3,500
166	42535-53168	Pro Svces-Safety Training	6,300	0	6,300	Direct-S	0.00%	100.00%	0	6,300
167	42535-53169	Pro Svces-Utility Locates	2,500	0	2,500	Direct-S	0.00%	100.00%	0	2,500
168	42535-53192	Pro Svces-Sewer Reading	0	0	0	Direct-S	0.00%	100.00%	0	0
169	42535-53401	Contract Svcs-General	6,000	(1,500)	4,500	Direct-S	0.00%	100.00%	0	4,500
170	42535-53403	Contract Svcs-Mowing	23,700	0	23,700	Direct-S	0.00%	100.00%	0	23,700
171	42535-53404	Contract Svces-Pest Cont	1,200	0	1,200	Direct-S	0.00%	100.00%	0	1,200
172	42535-53408	Contract Svces-Cleaning	2,900	0	2,900	Direct-S	0.00%	100.00%	0	2,900
173	42535-53410	Contract Svces-Odor Control Ea	70,000	(30,000)	40,000	Direct-S	0.00%	100.00%	0	40,000
174	42535-53417	Contract Svces-Gate Maintenance	800	0	800	Direct-S	0.00%	100.00%	0	800
175	42535-54001	Travel & Per Diem	1,400	0	1,400	Direct-S	0.00%	100.00%	0	1,400
176	42535-54001	Travel & Per Diem - Treatment	300	0	300	Direct-S	0.00%	100.00%	0	300
177	42535-54001	Travel & Per Diem - Construct	0	0	0	Direct-S	0.00%	100.00%	0	0
178	42535-54001	Travel & Per Diem - Collection	800	0	800	Direct-S	0.00%	100.00%	0	800
179	42535-54101	Telephone	39,000	0	39,000	Direct-S	0.00%	100.00%	0	39,000
180	42535-54102	Internet Service	6,000	0	6,000	Direct-S	0.00%	100.00%	0	6,000
181	42535-54200	Postage & Freight	25,600	0	25,600	Direct-S	0.00%	100.00%	0	25,600
182	42535-54301	Water & Sewer Service	16,000	0	16,000	Direct-S	0.00%	100.00%	0	16,000
183	42535-54304	Solid Waste Disposal Fees	3,000	0	3,000	Direct-S	0.00%	100.00%	0	3,000
184	42535-54307	Electric & Gas Svc-East Plant	530,000	98,050	628,050	Direct-S	0.00%	100.00%	0	628,050
185	42535-54308	Electric & Gas Svc-W Lift Sta	75,000	13,875	88,875	Direct-S	0.00%	100.00%	0	88,875
186	42535-54309	Electric & Gas Svc-E Lift Sta	350,000	64,750	414,750	Direct-S	0.00%	100.00%	0	414,750
187	42535-54310	Sludge Disposal-East	300,000	0	300,000	Direct-S	0.00%	100.00%	0	300,000
188	42535-54400	Rentals-Equipment	2,000	(1,000)	1,000	Direct-S	0.00%	100.00%	0	1,000
189	42535-54500	Commercial Insurance / Self Insurance Claims	221,828	0	221,828	Direct-S	0.00%	100.00%	0	221,828
190	42535-54600	Repair & Maint-Buildings	11,000	(4,000)	7,000	Direct-S	0.00%	100.00%	0	7,000
191	42535-54601	Repair & Maint-Vehicles	45,000	(25,000)	20,000	Direct-S	0.00%	100.00%	0	20,000
192	42535-54607	Repair & Maint-Sod	300	0	300	Direct-S	0.00%	100.00%	0	300
193	42535-54612	Repair & Maint-Systems	40,000	0	40,000	Direct-S	0.00%	100.00%	0	40,000
194	42535-54614	Repair & Maint-Equip-Treatment	50,000	0	50,000	Direct-S	0.00%	100.00%	0	50,000
195	42535-54619	Repair & Maint-Equip-Lift Station	130,000	0	130,000	Direct-S	0.00%	100.00%	0	130,000
196	42535-54623	Repair & Maint-It Equip	2,200	(1,200)	1,000	Direct-S	0.00%	100.00%	0	1,000
197	42535-54631	Repair & Maint-Security System	10,000	(5,000)	5,000	Direct-S	0.00%	100.00%	0	5,000
198	42535-54640	Repair & Maint-Copiers	2,500	(250)	2,250	Direct-S	0.00%	100.00%	0	2,250
199	42535-54700	Printing	8,350	0	8,350	Direct-S	0.00%	100.00%	0	8,350
200	42535-54800	Advertising	500	0	500	Direct-S	0.00%	100.00%	0	500
201	42535-54900	Other Current Charges	600	0	600	Direct-S	0.00%	100.00%	0	600
202	42535-54906	Administrative Services [2]	551,694	82,754	634,448	Direct-S	0.00%	100.00%	0	634,448
203	42535-54907	Uncollectible Accounts	20,000	0	20,000	Direct-S	0.00%	100.00%	0	20,000
204	42535-54909	Bank Service Charges	19,000	0	19,000	Direct-S	0.00%	100.00%	0	19,000
205	42535-54912	Security/Monitoring Service	10,900	0	10,900	Direct-S	0.00%	100.00%	0	10,900
206	42535-54918	Permit Fees	0	0	0	Direct-S	0.00%	100.00%	0	0
207	42535-54920	Payments In Lieu Of Taxes [3]	110,000	0	110,000	Direct-S	0.00%	100.00%	0	110,000
208	42535-55100	Office Supplies	3,500	0	3,500	Direct-S	0.00%	100.00%	0	3,500
209	42535-55200	Operating Supplies-Treatment	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
210	42535-55200	Operating Supplies - Construct	500	0	500	Direct-S	0.00%	100.00%	0	500
211	42535-55200	Operating Supplies-Collection	4,000	0	4,000	Direct-S	0.00%	100.00%	0	4,000
212	42535-55201	Gas & Oil	80,000	(30,000)	50,000	Direct-S	0.00%	100.00%	0	50,000
213	42535-55202	Tires & Batteries	10,000	0	10,000	Direct-S	0.00%	100.00%	0	10,000
214	42535-55203	Uniforms	6,100	0	6,100	Direct-S	0.00%	100.00%	0	6,100
215	42535-55204	Minor Equipment-Treatment & Minor Equip.	8,000	0	8,000	Direct-S	0.00%	100.00%	0	8,000
216	42535-55204	Minor Equipment - Construct	6,000	0	6,000	Direct-S	0.00%	100.00%	0	6,000
217	42535-55204	Minor Equipment-Collection	6,000	0	6,000	Direct-S	0.00%	100.00%	0	6,000
218	42535-55205	Safety Equipment	5,000	0	5,000	Direct-S	0.00%	100.00%	0	5,000
219	42535-55207	Chlorine	200,000	0	200,000	Direct-S	0.00%	100.00%	0	200,000
220	42535-55209	Safety Shoes	3,500	(1,500)	2,000	Direct-S	0.00%	100.00%	0	2,000
221	42535-55210	Laboratory Supplies	4,500	(500)	4,000	Direct-S	0.00%	100.00%	0	4,000
222	42535-55214	Polymer	50,000	0	50,000	Direct-S	0.00%	100.00%	0	50,000
223	42535-55219	Software Renewals/Support	21,400	(8,000)	13,400	Direct-S	0.00%	100.00%	0	13,400
224	42535-55400	Subscriptions & Dues	700	0	700	Direct-S	0.00%	100.00%	0	700
225	42535-55401	Training & Education	2,000	0	2,000	Direct-S	0.00%	100.00%	0	2,000
226	42535-55401	Training & Education-Treatment	10,500	(5,500)	5,000	Direct-S	0.00%	100.00%	0	5,000
227	42535-55401	Training & Education - Constr	0	0	0	Direct-S	0.00%	100.00%	0	0
228	42535-55401	Training & Education-Collectn	14,500	(2,500)	12,000	Direct-S	0.00%	100.00%	0	12,000
229	42535-55409	Licenses & Certifications	4,600	(600)	4,000	Direct-S	0.00%	100.00%	0	4,000
230	42535-55900	Depreciation	0	0	0	Direct-S	0.00%	100.00%	0	0
231		Subtotal Operating Expenses	\$3,307,272	\$87,029	\$3,394,301		0.00%	100.00%	\$0	\$3,394,301
Wastewater Capital Outlay [4]										
232	42535-66201	Cap Out- WWTP Cost	\$2,000,000	(\$2,000,000)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
233	42535-66300	Cap Out-Sewer System Other Improvement	1,000,000	(1,000,000)	0	Direct-S	0.00%	100.00%	0	0
234	42535-66305	Cap Out-Sewer System	0	0	0	Direct-S	0.00%	100.00%	0	0
235	42535-66305	Sewer System - Manhole/Lat Reh	105,000	(105,000)	0	Direct-S	0.00%	100.00%	0	0
236	42535-66305	Sewer Sys- Lake Hiawatha Force	0	0	0	Direct-S	0.00%	100.00%	0	0
237	42535-66321	Lift Station Improvements	475,000	(475,000)	0	Direct-S	0.00%	100.00%	0	0
238	42535-66321	Lift Station Pump Replacements	400,000	(400,000)	0	Direct-S	0.00%	100.00%	0	0

Table 4
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Allocation of Fiscal Year 2023 Budgeted Operating Expenses [1]

Line No.	Cost Center Code	Description	Budgeted 2023	01/20/2023 Budget Adjustments	Adjusted 2023	Allocation Factor	Allocation Percentages		Allocated Amounts	
							Water	Wastewater	Water	Wastewater
Includes 15% Pay Adjustment / Also Unfunded 7 Water and 1 Sewer Position Currently Advertised - Positions Reappropriated (See Add Staff Table 9)										
239	42535-66323	Cap Out- Reclaimed Water	0	0	0	Direct-S	0.00%	100.00%	0	0
240	42535-66323	Cap Out- Reclaimed Water	0	0	0	Direct-S	0.00%	100.00%	0	0
241	42535-66400	Cap Out-Vehicles	100,000	(100,000)	0	Direct-S	0.00%	100.00%	0	0
242	42535-66401	Capital Equipment	316,700	(316,700)	0	Direct-S	0.00%	100.00%	0	0
243	42535-66900	Cap Out- Pro Svc	0	0	0	Direct-S	0.00%	100.00%	0	0
244	42535-66900	Cap Out- Pro Svc Utility Relocate	100,000	(100,000)	0	Direct-S	0.00%	100.00%	0	0
245		Subtotal Wastewater Capital Outlay	\$4,496,700	(\$4,496,700)	\$0		0.00%	100.00%	\$0	\$0
Wastewater Debt Service [4]										
246	42535-77122	Debt Svc-2017 Bond Principal	\$562,560	(\$562,560)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
247	42535-77222	Debt Svc-2017 Bond Interest	142,260	(142,260)	0	Direct-S	0.00%	100.00%	0	0
248	42535-77300	Pay Agent Fees	0	0	0	Direct-S	0.00%	100.00%	0	0
249	42535-77305	New Debt Svc	2,700,000	(2,700,000)	0	Direct-S	0.00%	100.00%	0	0
250		Subtotal Wastewater Debt Service	\$3,404,820	(\$3,404,820)	\$0		0.00%	100.00%	\$0	\$0
Wastewater Transfers [4]										
251	42581-99117	Transfer to General Fund	\$1,449,000	(\$1,449,000)	\$0	Direct-S	0.00%	100.00%	\$0	\$0
252	41581-99101	Transfer to GF - Stormwater (One-time Trsnfr or Loan)	175,000	(175,000)	0	Direct-S	0.00%	100.00%	0	0
253	42599-59900	Transfer to Fund Reserves	0	0	0	Direct-S	0.00%	100.00%	0	0
254		Subtotal Wastewater Transfers	\$1,624,000	(\$1,624,000)	\$0		0.00%	100.00%	\$0	\$0
Other Wastewater Adjustments										
255	Contingency	Contingency - 0.00% of O&M [5]	\$0	\$0	\$0	Input	50.00%	50.00%	\$0	\$0
256	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [6]	0	0	0	Input	50.00%	50.00%	0	0
257	Other	Other Adjustments	0	0	0	Op Exp	57.67%	42.33%	0	0
258		Subtotal Other Wastewater Adjustments	\$0	\$0	\$0		0.00%	100.00%	\$0	\$0
259		Subtotal Wastewater Operating Budget	\$15,685,783	(\$9,012,655)	\$6,673,128		0.00%	100.00%	\$0	\$6,673,128
260		Grand Total Operating Budget	\$28,674,139	(\$13,331,569)	\$15,342,570		56.51%	43.49%	\$8,669,442	\$6,673,128

Footnotes:

[1] Amounts shown are based on the adopted Fiscal Year 2023 Budget as provided by the City.

[2] Budgeted amounts for the "Administrative Services" line are to reimburse the General Fund for services that benefit the Utility.

[3] Amounts for the Payment in Lieu of Taxes (PILOT) are paid to the General Fund and are included in the Cost of Operation and Maintenance for coverage purposes.

[4] Amounts are adjusted from actuals as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.

[5] A contingency of 0% of O&M was added to allow for unforeseen contingencies.

[6] An allowance for bad debt expense of 0% of rate was recognized to account for uncollectible revenues.

Table 5
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
<u>Water Department</u>										
<u>Personnel Expenses</u>										
1	41533-12100	Regular Salaries	\$1,500,142	\$1,400,000	Labor	\$1,470,000	\$1,528,800	\$1,589,952	\$1,653,550	\$1,719,692
2	AddPer	Additional Personnel - Water	0	108,733	Input	411,782	599,017	756,193	786,440	817,898
3	41533-12110	Part-Time Salaries	20,980	21,756	Labor	22,844	23,757	24,708	25,696	26,724
4	41533-12120	Overtime Salaries	28,700	75,000	Labor	78,750	81,900	85,176	88,583	92,126
5	41533-12220	FICA	119,808	114,502	Labor	120,227	125,036	130,037	135,239	140,648
6	41533-12240	Defined Contribution Pension	140,950	147,500	Labor	154,875	161,070	167,513	174,213	181,182
7	41533-12300	Group Insurance	513,570	706,159	Health-Ins	812,083	933,895	1,027,284	1,130,013	1,243,014
8	41533-12305	Life Insurance	5,135	5,905	Labor	6,201	6,449	6,706	6,975	7,254
9	41533-12315	Employee Assistance Plan	1,174	1,350	Inflation	1,418	1,488	1,526	1,564	1,603
10	41533-12400	Workers Compensation	20,308	23,354	Labor	24,522	25,503	26,523	27,584	28,687
11	41533-12500	Unemployment Compensation	0	0	Labor	0	0	0	0	0
12	41533-12999	Sal/Ben-Personnel Changes	0	0	Labor	0	0	0	0	0
13		Subtotal Personnel Expenses	\$2,350,767	\$2,604,258		\$3,102,700	\$3,486,915	\$3,815,618	\$4,029,857	\$4,258,828
<u>Operating Expenses</u>										
14	41533-53100	Pro Svcs-General	\$232,500	\$200,000	Professional	\$208,000	\$216,320	\$224,973	\$233,972	\$243,331
15	41533-53100	Pro Svcs-12" Wtr Main Loop	0	0	Professional	0	0	0	0	0
16	41533-53100	Pro Svcs-General - Admin Bldg	0	0	Professional	0	0	0	0	0
17	41533-53100	Pro Svcs-Lower Fl Aquifer	0	0	Professional	0	0	0	0	0
18	41533-53100	Pro Svcs-General-Grand Hwy Wel	0	0	Professional	0	0	0	0	0
19	41533-53100	Pro Svcs-General - Cdbg	0	0	Eliminate	0	0	0	0	0
20	41533-53128	Background Investigations	2,000	0	Professional	0	0	0	0	0
21	41533-53129	Drug Screens	1,500	0	Professional	0	0	0	0	0
22	41533-53130	Medical Services	2,000	0	Professional	0	0	0	0	0
23	41533-53141	Pro Svcs-Alternative Water	0	0	Eliminate	0	0	0	0	0
24	41533-53141	Pro Svcs-Alternative Water	100,000	100,000	Professional	104,000	108,160	112,486	116,986	121,665
25	41533-53150	Pro Svcs-Laboratory	25,000	25,000	Professional	26,000	27,040	28,122	29,246	30,416
26	41533-53154	Pro Svcs-Investment Advisor	4,402	4,500	Professional	4,680	4,867	5,062	5,264	5,475
27	41533-53168	Pro Svcs-Safety Training	10,000	14,700	Professional	15,288	15,900	16,536	17,197	17,885
28	41533-53169	Pro Svcs-Utility Locates	2,500	2,500	Professional	2,600	2,704	2,812	2,925	3,042
29	41533-53183	Pro Svcs-Cup Requirements	50,000	50,000	Professional	52,000	54,080	56,243	58,493	60,833
30	41533-53401	Contract Svcs-General	16,000	16,000	Contractual	16,640	17,306	17,998	18,718	19,466
31	41533-53402	Contract Svcs-Cleaning	3,600	3,600	Contractual	3,744	3,894	4,050	4,211	4,380
32	41533-53403	Contract Svcs-Mowing	9,300	17,000	Contractual	17,680	18,387	19,123	19,888	20,683
33	41533-53404	Contract Svcs-Pest Cont	2,400	4,800	Contractual	4,992	5,192	5,399	5,615	5,840
34	41533-53417	Contract Svcs-Gate Maint	1,200	800	Contractual	832	865	900	936	973
35	41533-54001	Travel & Per Diem UB300	1,200	1,183	Contractual	1,230	1,279	1,331	1,384	1,439
36	41533-54001	Travel & Per Diem-Treatment	460	1,200	Inflation	1,260	1,323	1,356	1,390	1,425
37	41533-54001	Travel & Per Diem-Distribution	7,200	7,500	Inflation	7,875	8,269	8,475	8,687	8,905
38	41533-54001	Travel & Per Diem-Construction	0	0	Inflation	0	0	0	0	0
39	41533-54101	Telephone	32,000	33,000	Inflation	34,650	36,383	37,292	38,224	39,180
40	41533-54102	Internet Service	8,000	8,500	Inflation	8,925	9,371	9,606	9,846	10,092
41	41533-54200	Postage & Freight	66,518	75,983	Inflation	79,782	83,771	85,865	88,012	90,212
42	41533-54300	Electric & Gas Svc-West Trtmnt	62,000	77,025	W-Elec	93,041	99,256	105,861	112,877	120,331
43	41533-54301	Water & Sewer Service	7,500	7,500	Inflation	7,875	8,269	8,475	8,687	8,905
44	41533-54304	Solid Waste Disposal Fees	20,000	20,000	Inflation	21,000	22,050	22,601	23,166	23,745
45	41533-54306	Electric & Gas Svc-East Trtmnt	500,000	604,350	W-Elec	730,013	778,781	830,600	885,654	944,137
46	41533-54400	Rentals-Equipment	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
47	41533-54500	Commercial Insurance	155,455	178,773	General-Ins	205,589	236,428	260,070	286,077	314,685
48	41533-54501	Self-Insur Liab Claims	0	0	General-Ins	0	0	0	0	0
49	41533-54600	Repair & Maint-Buildings	33,500	30,000	Repair	31,500	32,445	33,418	34,421	35,454
50	41533-54607	Repair & Maint-Sod	3,500	3,500	Repair	3,675	3,785	3,899	4,016	4,136
51	41533-54601	Repair & Maint-Vehicles	16,000	22,000	Repair	23,100	23,793	24,507	25,242	25,999
52	41533-54610	Repair & Maint-Meters	0	0	Repair	0	0	0	0	0
53	41533-54611	Repair & Maint-Tanks	11,000	11,000	Repair	11,550	11,897	12,253	12,621	13,000
54	41533-54612	Repair & Maint-Systems	1,100,000	1,400,000	Repair	1,470,000	1,514,100	1,559,523	1,606,309	1,654,498
55	41533-54614	Repair & Maint-Equip-Treatment	60,000	70,000	Repair	73,500	75,705	77,976	80,315	82,725
56	41533-54623	Repair & Maint-It Equip	5,500	6,500	Repair	6,825	7,030	7,241	7,458	7,682
57	41533-54624	Repair & Maint-Water Wells	25,000	25,000	Repair	26,250	27,038	27,849	28,684	29,545
58	41533-54640	Repair & Maint-Copiers	1,000	1,700	Repair	1,785	1,839	1,894	1,951	2,009
59	41533-54631	Repair & Maint-Security System	15,000	25,000	Repair	26,250	27,038	27,849	28,684	29,545
60	41533-54632	Repair & Maint-Meter Replacement	850,000	1,260,000	Repair	1,323,000	1,362,690	1,403,571	1,445,678	1,489,048
61	41533-54633	Repair & Maint-Meters for New Customers	500,000	500,000	Repair	525,000	540,750	556,973	573,682	590,892
62	41533-54700	Printing	3,000	0	Inflation	0	0	0	0	0
63	41533-54700	Printing - Re-Branding	23,050	22,638	Inflation	23,770	24,958	25,582	26,222	26,877
64	41533-54800	Advertising	1,500	0	Inflation	0	0	0	0	0
65	41533-54900	Other Current Charges	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
66	41533-54900	Other Current Charges-Re-Brand	0	0	Inflation	0	0	0	0	0
67	41533-54906	Administrative Services [1]	529,391	657,504	ADMIN	690,379	717,994	746,714	776,582	807,646
68	41533-54907	Uncollectible Accounts	11,550	12,000	Eliminate	0	0	0	0	0
69	41533-54909	Bank Service Charges	18,100	20,000	Inflation	21,000	22,050	22,601	23,166	23,745
70	41533-54912	Security/Monitoring Service	23,000	28,000	Inflation	29,400	30,870	31,642	32,433	33,244
71	41533-54918	Permit Fees	8,000	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
72	41533-54919	Collection Agency Fees	1,200	1,200	W-Rev	1,225	1,249	1,274	1,299	1,324
73	41533-54920	Payments In Lieu Of Taxes [2]	101,292	104,331	PILOT	187,244	210,336	243,199	245,558	244,692
74	41533-55100	Office Supplies	5,000	4,980	Inflation	5,229	5,490	5,628	5,768	5,913
75	41533-55200	Operating Supplies	0	0	Inflation	0	0	0	0	0
76	41533-55200	Operating Supplies-Treatment	10,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
77	41533-55200	Operating Supplies-Distributn	10,000	12,000	Inflation	12,600	13,230	13,561	13,900	14,247
78	41533-55200	Operating Supplies-Constructn	1,000	1,500	Inflation	1,575	1,654	1,695	1,737	1,781
79	41533-55201	Gas & Oil	80,000	100,000	Fuel	105,000	110,250	115,763	121,551	127,628

Table 5
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1] 2022	Adjusted [1] 2023	Escalation Factor	Projected Fiscal Year Ending September 30,				
						2024	2025	2026	2027	2028
80	41533-55202	Tires & Batteries	8,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
81	41533-55203	Uniforms	11,000	8,600	Inflation	9,030	9,482	9,719	9,962	10,211
82	41533-55204	Minor Equipment	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
83	41533-55204	Minor Equipment-Treatment	5,000	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
84	41533-55204	Minor Equipment-Distribution	12,500	12,500	Inflation	13,125	13,781	14,126	14,479	14,841
85	41533-55204	Minor Equipment-Construction	12,500	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
86	41533-55205	Safety Equipment	5,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
87	41533-55207	Chlorine	60,000	60,000	W-Chem	64,025	68,302	72,846	77,675	82,804
88	41533-55208	Corrosion Control	25,000	25,000	Labor	26,250	27,300	28,392	29,528	30,709
89	41533-55209	Safety Shoes	5,000	5,000	Labor	5,250	5,460	5,678	5,906	6,142
90	41533-55210	Laboratory Supplies	5,000	5,000	WFlowInf	5,335	5,692	5,926	6,168	6,419
91	41533-55212	Community Relations	12,000	12,000	Inflation	12,600	13,230	13,561	13,900	14,247
92	41533-55218	Water Conservation Supplies	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
93	41533-55219	Software Renewals/Support	114,132	164,500	Inflation	172,725	181,361	185,895	190,543	195,306
94	41533-55299	Unbilled Fuel Usage	0	1,500	Fuel	1,575	1,654	1,736	1,823	1,914
95	41533-55400	Subscriptions & Dues	3,600	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
	41533-55401	Training & Education	426	1,550	Inflation	1,628	1,709	1,752	1,795	1,840
96	41533-55401	Training & Education-Treatment	3,700	7,900	Inflation	8,295	8,710	8,927	9,151	9,379
97	41533-55401	Training & Education-Distribtn	6,300	30,000	Inflation	31,500	33,075	33,902	34,749	35,618
98	41533-55401	Training & Education-Constctn	0	0	Inflation	0	0	0	0	0
99	41533-55409	Licenses & Certifications	2,500	4,600	Inflation	4,830	5,072	5,198	5,328	5,461
100	41533-55900	Depreciation	0	0	Eliminate	0	0	0	0	0
101		Subtotal Operating Expenses	<u>\$5,072,976</u>	<u>\$6,173,916</u>		<u>\$6,669,870</u>	<u>\$6,970,367</u>	<u>\$7,268,698</u>	<u>\$7,548,712</u>	<u>\$7,838,363</u>
		<u>Other Water Adjustments</u>								
102	Contingency	Contingency - 0.00% of O&M [4]	\$0	\$0	Input	\$0	\$0	\$0	\$0	\$0
103	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [5]	0	0	Input	0	0	0	0	0
104	Other	Other Adjustments	0	0	Input	0	0	0	0	0
105		Subtotal Other Water Adjustments	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
106		Total Water Operating Budget	<u><u>\$7,423,743</u></u>	<u><u>\$8,778,175</u></u>		<u><u>\$9,772,570</u></u>	<u><u>\$10,457,282</u></u>	<u><u>\$11,084,316</u></u>	<u><u>\$11,578,569</u></u>	<u><u>\$12,097,192</u></u>
				18.2%		11.3%	7.0%	6.0%	4.5%	4.5%

Footnotes:

- [1] Amounts shown based on Table 4.
[1] Budgeted amounts for the "Administrative Services" line are to reimburse the General Fund for services that benefit the Utility.
[2] Budgeted amounts for the Payment in Lieu of Taxes (PILOT) are paid to the General Fund and are included in the Cost of Operation and Maintenance for coverage purposes.
[3] Amounts are adjusted from budget as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.
[4] A contingency of 0.00% of O&M was added to allow for unforeseen contingencies.
[5] An allowance for bad debt expense of 0.00% of rate was recognized to account for uncollectible revenues.

Table 6
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
<u>Wastewater Department</u>										
<u>Personnel Expenses</u>										
1	42535-12100	Regular Salaries	\$1,600,000	\$2,108,506	Labor	\$2,213,931	\$2,302,489	\$2,394,588	\$2,490,372	\$2,589,986
2	AddPer	Additional Personnel - Wastewater	0	29,325	Input	61,583	128,092	199,823	207,816	216,128
3	42535-12110	Part-Time Salaries	0	0	Labor	0	0	0	0	0
4	42535-12120	Overtime Salaries	33,700	62,100	Labor	65,205	67,813	70,526	73,347	76,281
5	42535-12220	FICA	121,491	166,051	Labor	174,354	181,328	188,581	196,124	203,969
6	42535-12240	Defined Contribution Pension	148,757	217,061	Labor	227,914	237,030	246,511	256,372	266,627
7	42535-12300	Group Insurance	506,850	696,919	Health-Ins	801,457	921,675	1,013,843	1,115,227	1,226,749
8	42535-12305	Life Insurance	5,248	6,035	Labor	6,337	6,590	6,854	7,128	7,413
9	42535-12315	Employee Assistance Plan	1,163	1,337	Inflation	1,404	1,475	1,511	1,549	1,588
10	42535-12400	Workers Compensation	18,102	20,817	Labor	21,858	22,732	23,642	24,587	25,571
11	42535-12500	Unemployment Compensation	0	0	Labor	0	0	0	0	0
12	42535-12999	Sal/Ben-Personnel Changes	0	0	Labor	0	0	0	0	0
13		Subtotal Personnel Expenses	\$2,435,311	\$3,308,152		\$3,574,042	\$3,869,224	\$4,145,879	\$4,372,522	\$4,614,313
<u>Operating Expenses</u>										
14	42535-53100	Pro Svcs-General	\$152,500	\$80,000	Professional	\$83,200	\$86,528	\$89,989	\$93,589	\$97,332
15	42535-53100	Pro Svcs-General - Sewer Impr	0	0	Professional	0	0	0	0	0
16	42535-53100	Pro Svcs-Johns Lake Rd Reuse	0	0	Professional	0	0	0	0	0
17	42535-53128	Background Investigations	1,500	500	Professional	520	541	562	585	608
18	42535-53129	Drug Screens	500	250	Professional	260	270	281	292	304
19	42535-53130	Medical Services	0	0	Professional	0	0	0	0	0
20	42535-53150	Pro Svces-Laboratory	23,000	25,000	Professional	26,000	27,040	28,122	29,246	30,416
21	42535-53154	Pro Svces-Investment Advisor	3,433	3,500	Professional	3,640	3,786	3,937	4,095	4,258
22	42535-53168	Pro Svces-Safety Training	5,000	6,300	Professional	6,552	6,814	7,087	7,370	7,665
23	42535-53169	Pro Svces-Utility Locates	2,500	2,500	Professional	2,600	2,704	2,812	2,925	3,042
24	42535-53192	Pro Svces-Sewer Reading	0	0	Professional	0	0	0	0	0
25	42535-53401	Contract Svcs-General	6,000	4,500	Contractual	4,680	4,867	5,062	5,264	5,475
26	42535-53403	Contract Svcs-Mowing	20,000	23,700	Contractual	24,648	25,634	26,659	27,726	28,835
27	42535-53404	Contract Svces-Pest Cont	2,400	1,200	Contractual	1,248	1,298	1,350	1,404	1,460
28	42535-53408	Contract Svces-Sewer Cleaning	2,400	2,900	Contractual	3,016	3,137	3,262	3,393	3,528
29	42535-53410	Contract Svces-Odor Control Ea	30,000	40,000	Contractual	41,600	43,264	44,995	46,794	48,666
30	42535-53413	Contract Svces-Armored Car	1,200	800	Contractual	832	865	900	936	973
31	42535-54001	Travel & Per Diem	1,236	1,400	Inflation	1,470	1,544	1,582	1,622	1,662
32	42535-54001	Travel & Per Diem - Treatment	0	300	Inflation	315	331	339	347	356
33	42535-54001	Travel & Per Diem - Construct	0	0	Inflation	0	0	0	0	0
34	42535-54001	Travel & Per Diem - Collection	300	800	Inflation	840	882	904	927	950
35	42535-54101	Telephone	37,000	39,000	Inflation	40,950	42,998	44,072	45,174	46,304
36	42535-54102	Internet Service	5,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
37	42535-54200	Postage & Freight	21,673	25,600	Inflation	26,880	28,224	28,930	29,653	30,394
38	42535-54301	Water & Sewer Service	15,000	16,000	Inflation	16,800	17,640	18,081	18,533	18,996
39	42535-54304	Solid Waste Disposal Fees	2,700	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
40	42535-54307	Electric & Gas Svc-East Plant	510,000	628,050	WW-Elec	764,676	821,994	883,133	948,330	1,017,839
41	42535-54308	Electric & Gas Svc-W Lift Sta	70,000	88,875	WW-Elec	108,209	116,320	124,972	134,198	144,034
42	42535-54309	Electric & Gas Svc-E Lift Sta	320,000	414,750	WW-Elec	504,975	542,826	583,201	626,256	672,158
43	42535-54310	Sludge Disposal-East	225,000	300,000	WWFlowInf	322,670	346,856	363,782	381,337	399,543
44	42535-54400	Rentals-Equipment	2,000	1,000	Inflation	1,050	1,103	1,130	1,158	1,187
45	42535-54500	Commercial Insurance	192,894	221,828	General-Ins	255,102	293,368	322,704	354,975	390,472
46	42535-54600	Repair & Maint-Buildings	10,000	7,000	Repair	7,350	7,571	7,798	8,032	8,272
47	42535-54601	Repair & Maint-Vehicles	40,000	20,000	Repair	21,000	21,630	22,279	22,947	23,636
48	42535-54607	Repair & Maint-Sod	300	300	Repair	315	324	334	344	355
49	42535-54612	Repair & Maint-Systems	40,000	40,000	Repair	42,000	43,260	44,558	45,895	47,271
50	42535-54614	Repair & Maint-Equip-Treatment	50,000	50,000	Repair	52,500	54,075	55,697	57,368	59,089
51	42535-54619	Repair & Maint-Equip-Lift Station	130,000	130,000	Repair	136,500	140,595	144,813	149,157	153,632
52	42535-54623	Repair & Maint-It Equip	1,200	1,000	Repair	1,050	1,082	1,114	1,147	1,182
53	42535-54631	Repair & Maint-Security System	10,000	5,000	Repair	5,250	5,408	5,570	5,737	5,909
54	42535-54640	Repair & Maint-Copiers	1,950	2,250	Repair	2,363	2,433	2,506	2,582	2,659
55	42535-54700	Printing	8,650	8,350	Inflation	8,768	9,206	9,436	9,672	9,914
56	42535-54800	Advertising	600	500	Inflation	525	551	565	579	594
57	42535-54900	Other Current Charges	1,100	600	Inflation	630	662	678	695	712
58	42535-54906	Administrative Services [1]	510,828	634,448	ADMIN	666,171	692,818	720,530	749,352	779,326
59	42535-54907	Uncollectible Accounts	15,750	20,000	Eliminate	0	0	0	0	0
60	42535-54909	Bank Service Charges	17,554	19,000	WW-Rev	19,388	19,776	20,164	20,552	20,940
61	42535-54912	Security/Monitoring Service	10,000	10,900	Inflation	11,445	12,017	12,318	12,626	12,941
62	42535-54918	Permit Fees	0	0	Inflation	0	0	0	0	0
63	42535-54920	Payments In Lieu Of Taxes [2]	107,161	110,000	PILOT	251,701	304,119	504,226	540,996	533,479
64	42535-55100	Office Supplies	3,500	3,500	Inflation	3,675	3,859	3,955	4,054	4,155
65	42535-55200	Operating Supplies-Treatment	5,500	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
66	42535-55200	Operating Supplies - Construct	500	500	Inflation	525	551	565	579	594
67	42535-55200	Operating Supplies-Collection	5,500	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
68	42535-55201	Gas & Oil	70,000	50,000	Fuel	52,500	55,125	57,881	60,775	63,814
69	42535-55202	Tires & Batteries	9,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
70	42535-55203	Uniforms	6,000	6,100	Inflation	6,405	6,725	6,893	7,066	7,242
71	42535-55204	Minor Equipment-Treatment	8,000	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
72	42535-55204	Minor Equipment - Construct	8,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
73	42535-55204	Minor Equipment-Collection	8,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
74	42535-55205	Safety Equipment	5,500	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
75	42535-55207	Chlorine	200,000	200,000	WW-Chem	215,113	231,237	248,436	266,777	286,331
76	42535-55209	Safety Shoes	5,000	2,000	Inflation	2,100	2,205	2,260	2,317	2,375
77	42535-55210	Laboratory Supplies	3,500	4,000	WWFlowInf	4,302	4,625	4,850	5,084	5,327
78	42535-55214	Polymer	40,000	50,000	Inflation	52,500	55,125	56,503	57,916	59,364
79	42535-55219	Software Renewals/Support	19,910	13,400	Inflation	14,070	14,774	15,143	15,521	15,909

Table 6
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
80	42535-55400	Subscriptions & Dues	0	700	Inflation	735	772	791	811	831
81	42535-55401	Training & Education	1,176	2,000	Inflation	2,100	2,205	2,260	2,317	2,375
82	42535-55401	Training & Education-Treatment	1,940	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
83	42535-55401	Training & Education - Constr	3,775	0	Inflation	0	0	0	0	0
84	42535-55401	Training & Education-Collectn	0	12,000	Inflation	12,600	13,230	13,561	13,900	14,247
85	42535-55409	Licenses & Certifications	330	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
86	42535-55900	Depreciation	0	0	Eliminate	0	0	0	0	0
87		Subtotal Operating Expenses	<u>\$3,013,460</u>	<u>\$3,394,301</u>		<u>\$3,901,413</u>	<u>\$4,195,146</u>	<u>\$4,623,597</u>	<u>\$4,902,740</u>	<u>\$5,152,544</u>
		<u>Other Wastewater Adjustments</u>								
88	Contingency	Contingency - 0.00% of O&M [4]	\$0	\$0	Input	\$0	\$0	\$0	\$0	\$0
89	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [5]	0	0	Input	0	0	0	0	0
90	Other	Other Adjustments [6]	0	0	WW-Elec	0	22,184	23,834	25,593	27,469
91		Subtotal Other Wastewater Adjustments	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	<u>\$22,184</u>	<u>\$23,834</u>	<u>\$25,593</u>	<u>\$27,469</u>
92		Total Wastewater Operating Budget	<u><u>\$5,448,771</u></u>	<u><u>\$6,702,453</u></u>		<u><u>\$7,475,455</u></u>	<u><u>\$8,086,554</u></u>	<u><u>\$8,793,310</u></u>	<u><u>\$9,300,856</u></u>	<u><u>\$9,794,327</u></u>
				23.0%		11.5%	8.2%	8.7%	5.8%	5.3%

Footnotes:

- [1] Budgeted amounts for the "Administrative Services" line are to reimburse the General Fund for services that benefit the Utility.
[2] Budgeted amounts for the Payment in Lieu of Taxes (PILOT) are paid to the General Fund and are included in the Cost of Operation and Maintenance for coverage purposes.
[3] Amounts are adjusted from budget as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.
[4] A contingency of 0.00% of O&M was added to allow for unforeseen contingencies.
[5] An allowance for bad debt expense of 0.00% of rate was recognized to account for uncollectible revenues.
[6] Amount based on the expansion of the WWTP from 4.0 to 6.5 MGD as provided by City staff.

Table 7
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
<u>Water Department</u>										
<u>Personnel Expenses</u>										
1	41533-12100	Regular Salaries	\$1,500,142	\$1,400,000	Labor	\$1,470,000	\$1,528,800	\$1,589,952	\$1,653,550	\$1,719,692
2	AddPer	Additional Personnel - Water	0	108,733	Input	411,782	599,017	756,193	786,440	817,898
3	41533-12110	Part-Time Salaries	20,980	21,756	Labor	22,844	23,757	24,708	25,696	26,724
4	41533-12120	Overtime Salaries	28,700	75,000	Labor	78,750	81,900	85,176	88,583	92,126
5	41533-12220	FICA	119,808	114,502	Labor	120,227	125,036	130,037	135,239	140,648
6	41533-12240	Defined Contribution Pension	140,950	147,500	Labor	154,875	161,070	167,513	174,213	181,182
7	41533-12300	Group Insurance	513,570	706,159	Health-Ins	812,083	933,895	1,027,284	1,130,013	1,243,014
8	41533-12305	Life Insurance	5,135	5,905	Labor	6,201	6,449	6,706	6,975	7,254
9	41533-12315	Employee Assistance Plan	1,174	1,350	Inflation	1,418	1,488	1,526	1,564	1,603
10	41533-12400	Workers Compensation	20,308	23,354	Labor	24,522	25,503	26,523	27,584	28,687
11	41533-12500	Unemployment Compensation	0	0	Labor	0	0	0	0	0
12	41533-12999	Sal/Ben-Personnel Changes	0	0	Labor	0	0	0	0	0
13		Subtotal Personnel Expenses	\$2,350,767	\$2,604,258		\$3,102,700	\$3,486,915	\$3,815,618	\$4,029,857	\$4,258,828
<u>Operating Expenses</u>										
14	41533-53100	Pro Svcs-General	\$232,500	\$200,000	Professional	\$208,000	\$216,320	\$224,973	\$233,972	\$243,331
15	41533-53100	Pro Svcs-12" Wtr Main Loop	0	0	Professional	0	0	0	0	0
16	41533-53100	Pro Svcs-General - Admin Bldg	0	0	Professional	0	0	0	0	0
17	41533-53100	Pro Svcs-Lower Fl Aquifer	0	0	Professional	0	0	0	0	0
18	41533-53100	Pro Svcs-General-Grand Hwy Wel	0	0	Professional	0	0	0	0	0
19	41533-53100	Pro Svcs-General - Cdbg	0	0	Eliminate	0	0	0	0	0
20	41533-53128	Background Investigations	2,000	0	Professional	0	0	0	0	0
21	41533-53129	Drug Screens	1,500	0	Professional	0	0	0	0	0
22	41533-53130	Medical Services	2,000	0	Professional	0	0	0	0	0
23	41533-53141	Pro Svcs-Alternative Water	0	0	Eliminate	0	0	0	0	0
24	41533-53141	Pro Svcs-Alternative Water	100,000	100,000	Professional	104,000	108,160	112,486	116,986	121,665
25	41533-53150	Pro Svcs-Laboratory	25,000	25,000	Professional	26,000	27,040	28,122	29,246	30,416
26	41533-53154	Pro Svcs-Investment Advisor	4,402	4,500	Professional	4,680	4,867	5,062	5,264	5,475
27	41533-53168	Pro Svcs-Safety Training	10,000	14,700	Professional	15,288	15,900	16,536	17,197	17,885
28	41533-53169	Pro Svcs-Utility Locates	2,500	2,500	Professional	2,600	2,704	2,812	2,925	3,042
29	41533-53183	Pro Svcs-Cup Requirements	50,000	50,000	Professional	52,000	54,080	56,243	58,493	60,833
30	41533-53401	Contract Svcs-General	16,000	16,000	Contractual	16,640	17,306	17,998	18,718	19,466
31	41533-53402	Contract Svcs-Cleaning	3,600	3,600	Contractual	3,744	3,894	4,050	4,211	4,380
32	41533-53403	Contract Svcs-Mowing	9,300	17,000	Contractual	17,680	18,387	19,123	19,888	20,683
33	41533-53404	Contract Svcs-Pest Cont	2,400	4,800	Contractual	4,992	5,192	5,399	5,615	5,840
34	41533-53417	Contract Svcs-Gate Maint	1,200	800	Contractual	832	865	900	936	973
35	41533-54001	Travel & Per Diem UB300	1,200	1,183	Contractual	1,230	1,279	1,331	1,384	1,439
36	41533-54001	Travel & Per Diem-Treatment	460	1,200	Inflation	1,260	1,323	1,356	1,390	1,425
37	41533-54001	Travel & Per Diem-Distribution	7,200	7,500	Inflation	7,875	8,269	8,475	8,687	8,905
38	41533-54001	Travel & Per Diem-Construction	0	0	Inflation	0	0	0	0	0
39	41533-54101	Telephone	32,000	33,000	Inflation	34,650	36,383	37,292	38,224	39,180
40	41533-54102	Internet Service	8,000	8,500	Inflation	8,925	9,371	9,606	9,846	10,092
41	41533-54200	Postage & Freight	66,518	75,983	Inflation	79,782	83,771	85,865	88,012	90,212
42	41533-54300	Electric & Gas Svc-West Trtmnt	62,000	77,025	W-Elec	93,041	99,256	105,861	112,877	120,331
43	41533-54301	Water & Sewer Service	7,500	7,500	Inflation	7,875	8,269	8,475	8,687	8,905
44	41533-54304	Solid Waste Disposal Fees	20,000	20,000	Inflation	21,000	22,050	22,601	23,166	23,745
45	41533-54306	Electric & Gas Svc-East Trtmnt	500,000	604,350	W-Elec	730,013	778,781	830,600	885,654	944,137
46	41533-54400	Rentals-Equipment	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
47	41533-54500	Commercial Insurance	155,455	178,773	General-Ins	205,589	236,428	260,070	286,077	314,685
48	41533-54501	Self-Insur Liab Claims	0	0	General-Ins	0	0	0	0	0
49	41533-54600	Repair & Maint-Buildings	33,500	30,000	Repair	31,500	32,445	33,418	34,421	35,454
50	41533-54607	Repair & Maint-Sod	3,500	3,500	Repair	3,675	3,785	3,899	4,016	4,136
51	41533-54601	Repair & Maint-Vehicles	16,000	22,000	Repair	23,100	23,793	24,507	25,242	25,999
52	41533-54610	Repair & Maint-Meters	0	0	Repair	0	0	0	0	0
53	41533-54611	Repair & Maint-Tanks	11,000	11,000	Repair	11,550	11,897	12,253	12,621	13,000
54	41533-54612	Repair & Maint-Systems	1,100,000	1,400,000	Repair	1,470,000	1,514,100	1,559,523	1,606,309	1,654,498
55	41533-54614	Repair & Maint-Equip-Treatment	60,000	70,000	Repair	73,500	75,705	77,976	80,315	82,725
56	41533-54623	Repair & Maint-It Equip	5,500	6,500	Repair	6,825	7,030	7,241	7,458	7,682
57	41533-54624	Repair & Maint-Water Wells	25,000	25,000	Repair	26,250	27,038	27,849	28,684	29,545
58	41533-54640	Repair & Maint-Copiers	1,000	1,700	Repair	1,785	1,839	1,894	1,951	2,009
59	41533-54631	Repair & Maint-Security System	15,000	25,000	Repair	26,250	27,038	27,849	28,684	29,545
60	41533-54632	Repair & Maint-Meter Replacement	850,000	1,260,000	Repair	1,323,000	1,362,690	1,403,571	1,445,678	1,489,048
61	41533-54633	Repair & Maint-Meters for New Customers	500,000	500,000	Repair	525,000	540,750	556,973	573,682	590,892
59	41533-54700	Printing	3,000	0	Inflation	0	0	0	0	0
62	41533-54700	Printing - Re-Branding	23,050	22,638	Inflation	23,770	24,958	25,582	26,222	26,877
63	41533-54800	Advertising	1,500	0	Inflation	0	0	0	0	0
64	41533-54900	Other Current Charges	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
65	41533-54900	Other Current Charges-Re-Brand	0	0	Inflation	0	0	0	0	0
66	41533-54906	Administrative Services [1]	529,391	657,504	ADMIN	690,379	717,994	746,714	776,582	807,646
67	41533-54907	Uncollectible Accounts	11,550	12,000	Eliminate	0	0	0	0	0
68	41533-54909	Bank Service Charges	18,100	20,000	Inflation	21,000	22,050	22,601	23,166	23,745
69	41533-54912	Security/Monitoring Service	23,000	28,000	Inflation	29,400	30,870	31,642	32,433	33,244
70	41533-54918	Permit Fees	8,000	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
71	41533-54919	Collection Agency Fees	1,200	1,200	W-Rev	1,225	1,249	1,274	1,299	1,324
72	41533-54920	Payments In Lieu Of Taxes [2]	101,292	104,331	PILOT	187,244	210,336	243,199	245,558	244,692
73	41533-55100	Office Supplies	5,000	4,980	Inflation	5,229	5,490	5,628	5,768	5,913
74	41533-55200	Operating Supplies	0	0	Inflation	0	0	0	0	0
75	41533-55200	Operating Supplies-Treatment	10,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
76	41533-55200	Operating Supplies-Distributn	10,000	12,000	Inflation	12,600	13,230	13,561	13,900	14,247
77	41533-55200	Operating Supplies-Constructn	1,000	1,500	Inflation	1,575	1,654	1,695	1,737	1,781
78	41533-55201	Gas & Oil	80,000	100,000	Fuel	105,000	110,250	115,763	121,551	127,628

Table 7
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
79	41533-55202	Tires & Batteries	8,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
80	41533-55203	Uniforms	11,000	8,600	Inflation	9,030	9,482	9,719	9,962	10,211
81	41533-55204	Minor Equipment	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
82	41533-55204	Minor Equipment-Treatment	5,000	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
83	41533-55204	Minor Equipment-Distribution	12,500	12,500	Inflation	13,125	13,781	14,126	14,479	14,841
84	41533-55204	Minor Equipment-Construction	12,500	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
85	41533-55205	Safety Equipment	5,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
86	41533-55207	Chlorine	60,000	60,000	W-Chem	64,025	68,302	72,846	77,675	82,804
87	41533-55208	Corrosion Control	25,000	25,000	Labor	26,250	27,300	28,392	29,528	30,709
88	41533-55209	Safety Shoes	5,000	5,000	Labor	5,250	5,460	5,678	5,906	6,142
89	41533-55210	Laboratory Supplies	5,000	5,000	WFlowInf	5,335	5,692	5,926	6,168	6,419
90	41533-55212	Community Relations	12,000	12,000	Inflation	12,600	13,230	13,561	13,900	14,247
91	41533-55218	Water Conservation Supplies	3,000	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
92	41533-55219	Software Renewals/Support	114,132	164,500	Inflation	172,725	181,361	185,895	190,543	195,306
93	41533-55299	Unbilled Fuel Usage	0	1,500	Fuel	1,575	1,654	1,736	1,823	1,914
94	41533-55400	Subscriptions & Dues	3,600	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
95	41533-55401	Training & Education	426	1,550	Inflation	1,628	1,709	1,752	1,795	1,840
96	41533-55401	Training & Education-Treatment	3,700	7,900	Inflation	8,295	8,710	8,927	9,151	9,379
97	41533-55401	Training & Education-Distribtn	6,300	30,000	Inflation	31,500	33,075	33,902	34,749	35,618
98	41533-55401	Training & Education-Constctn	0	0	Inflation	0	0	0	0	0
99	41533-55409	Licenses & Certifications	2,500	4,600	Inflation	4,830	5,072	5,198	5,328	5,461
100	41533-55900	Depreciation	0	0	Eliminate	0	0	0	0	0
101		Subtotal Operating Expenses	\$5,072,976	\$6,173,916		\$6,669,870	\$6,970,367	\$7,268,698	\$7,548,712	\$7,838,363
		<u>Other Water Adjustments</u>								
102	Contingency	Contingency - 0.00% of O&M [4]	\$0	\$0	Input	\$0	\$0	\$0	\$0	\$0
103	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [5]	0	0	Input	0	0	0	0	0
104	Other	Other Adjustments	0	0	Input	0	0	0	0	0
105		Subtotal Other Water Adjustments	\$0	\$0		\$0	\$0	\$0	\$0	\$0
106		Total Water Operating Budget	\$7,423,743	\$8,778,175		\$9,772,570	\$10,457,282	\$11,084,316	\$11,578,569	\$12,097,192
		<u>Wastewater Department</u>								
		<u>Personnel Expenses</u>								
107	42535-12100	Regular Salaries	\$1,600,000	\$2,108,506	Labor	\$2,213,931	\$2,302,489	\$2,394,588	\$2,490,372	\$2,589,986
108	AddPer	Additional Personnel - Wastewater	0	29,325	Input	61,583	128,092	199,823	207,816	216,128
109	42535-12110	Part-Time Salaries	0	0	Labor	0	0	0	0	0
110	42535-12120	Overtime Salaries	33,700	62,100	Labor	65,205	67,813	70,526	73,347	76,281
111	42535-12220	FICA	121,491	166,051	Labor	174,354	181,328	188,581	196,124	203,969
112	42535-12240	Defined Contribution Pension	148,757	217,061	Labor	227,914	237,030	246,511	256,372	266,627
113	42535-12300	Group Insurance	506,850	696,919	Health-Ins	801,457	921,675	1,013,843	1,115,227	1,226,749
114	42535-12305	Life Insurance	5,248	6,035	Labor	6,337	6,590	6,854	7,128	7,413
115	42535-12315	Employee Assistance Plan	1,163	1,337	Inflation	1,404	1,475	1,511	1,549	1,588
116	42535-12400	Workers Compensation	18,102	20,817	Labor	21,858	22,732	23,642	24,587	25,571
117	42535-12500	Unemployment Compensation	0	0	Labor	0	0	0	0	0
118	42535-12999	Sal/Ben-Personnel Changes	0	0	Labor	0	0	0	0	0
119		Subtotal Personnel Expenses	\$2,435,311	\$3,308,152		\$3,574,042	\$3,869,224	\$4,145,879	\$4,372,522	\$4,614,313
		<u>Operating Expenses</u>								
120	42535-53100	Pro Svcs-General	\$152,500	\$80,000	Professional	\$83,200	\$86,528	\$89,989	\$93,589	\$97,332
121	42535-53100	Pro Svcs-General - Sewer Impr	0	0	Professional	0	0	0	0	0
122	42535-53100	Pro Svcs-Johns Lake Rd Reuse	0	0	Professional	0	0	0	0	0
123	42535-53128	Background Investigations	1,500	500	Professional	520	541	562	585	608
124	42535-53129	Drug Screens	500	250	Professional	260	270	281	292	304
125	42535-53130	Medical Services	0	0	Professional	0	0	0	0	0
126	42535-53150	Pro Svces-Laboratory	23,000	25,000	Professional	26,000	27,040	28,122	29,246	30,416
127	42535-53154	Pro Svces-Investment Advisor	3,433	3,500	Professional	3,640	3,786	3,937	4,095	4,258
128	42535-53168	Pro Svces-Safety Training	5,000	6,300	Professional	6,552	6,814	7,087	7,370	7,665
129	42535-53169	Pro Svces-Utility Locates	2,500	2,500	Professional	2,600	2,704	2,812	2,925	3,042
130	42535-53192	Pro Svces-Sewer Reading	0	0	Professional	0	0	0	0	0
131	42535-53401	Contract Svcs-General	6,000	4,500	Contractual	4,680	4,867	5,062	5,264	5,475
132	42535-53403	Contract Svcs-Mowing	20,000	23,700	Contractual	24,648	25,634	26,659	27,726	28,835
133	42535-53404	Contract Svcs-Pest Cont	2,400	1,200	Contractual	1,248	1,298	1,350	1,404	1,460
134	42535-53408	Contract Svcs-Sewer Cleaning	2,400	2,900	Contractual	3,016	3,137	3,262	3,393	3,528
135	42535-53410	Contract Svcs-Odor Control Ea	30,000	40,000	Contractual	41,600	43,264	44,995	46,794	48,666
136	42535-53413	Contract Svcs-Armored Car	1,200	800	Contractual	832	865	900	936	973
137	42535-54001	Travel & Per Diem	1,236	1,400	Inflation	1,470	1,544	1,582	1,622	1,662
138	42535-54001	Travel & Per Diem - Treatment	0	300	Inflation	315	331	339	347	356
139	42535-54001	Travel & Per Diem - Construct	0	0	Inflation	0	0	0	0	0
140	42535-54001	Travel & Per Diem - Collection	300	800	Inflation	840	882	904	927	950
141	42535-54101	Telephone	37,000	39,000	Inflation	40,950	42,998	44,072	45,174	46,304
142	42535-54102	Internet Service	5,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
143	42535-54200	Postage & Freight	21,673	25,600	Inflation	26,880	28,224	28,930	29,653	30,394
144	42535-54301	Water & Sewer Service	15,000	16,000	Inflation	16,800	17,640	18,081	18,533	18,996
145	42535-54304	Solid Waste Disposal Fees	2,700	3,000	Inflation	3,150	3,308	3,390	3,475	3,562
146	42535-54307	Electric & Gas Svc-East Plant	510,000	628,050	WW-Elec	764,676	821,994	883,133	948,330	1,017,839
147	42535-54308	Electric & Gas Svc-W Lift Sta	70,000	88,875	WW-Elec	108,209	116,320	124,972	134,198	144,034
148	42535-54309	Electric & Gas Svc-E Lift Sta	320,000	414,750	WW-Elec	504,975	542,826	583,201	626,256	672,158
149	42535-54310	Sludge Disposal-East	225,000	300,000	WWFlowInf	322,670	346,856	363,782	381,337	399,543
150	42535-54400	Rentals-Equipment	2,000	1,000	Inflation	1,050	1,103	1,130	1,158	1,187
151	42535-54500	Commercial Insurance	192,894	221,828	General-Ins	255,102	293,368	322,704	354,975	390,472

Table 7
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1]	Adjusted [1]	Escalation Factor	Projected Fiscal Year Ending September 30,				
			2022	2023		2024	2025	2026	2027	2028
152	42535-54600	Repair & Maint-Buildings	10,000	7,000	Repair	7,350	7,571	7,798	8,032	8,272
153	42535-54601	Repair & Maint-Vehicles	40,000	20,000	Repair	21,000	21,630	22,279	22,947	23,636
154	42535-54607	Repair & Maint-Sod	300	300	Repair	315	324	334	344	355
155	42535-54612	Repair & Maint-Systems	40,000	40,000	Repair	42,000	43,260	44,558	45,895	47,271
156	42535-54614	Repair & Maint-Equip-Treatment	50,000	50,000	Repair	52,500	54,075	55,697	57,368	59,089
157	42535-54619	Repair & Maint-Equip-Lift Station	130,000	130,000	Repair	136,500	140,595	144,813	149,157	153,632
158	42535-54623	Repair & Maint-It Equip	1,200	1,000	Repair	1,050	1,082	1,114	1,147	1,182
159	42535-54631	Repair & Maint-Security System	10,000	5,000	Repair	5,250	5,408	5,570	5,737	5,909
159	42535-54640	Repair & Maint-Copiers	1,950	2,250	Repair	2,363	2,433	2,506	2,582	2,659
160	42535-54700	Printing	8,650	8,350	Inflation	8,768	9,206	9,436	9,672	9,914
161	42535-54800	Advertising	600	500	Inflation	525	551	565	579	594
162	42535-54900	Other Current Charges	1,100	600	Inflation	630	662	678	695	712
163	42535-54906	Administrative Services [1]	510,828	634,448	Labor	666,171	692,818	720,530	749,352	779,326
164	42535-54907	Uncollectible Accounts	15,750	20,000	Eliminate	0	0	0	0	0
165	42535-54909	Bank Service Charges	17,554	19,000	WW-Rev	19,388	19,776	20,164	20,552	20,940
166	42535-54912	Security/Monitoring Service	10,000	10,900	Inflation	11,445	12,017	12,318	12,626	12,941
167	42535-54918	Permit Fees	0	0	Inflation	0	0	0	0	0
168	42535-54920	Payments In Lieu Of Taxes [2]	107,161	110,000	PILOT	251,701	304,119	504,226	540,996	533,479
169	42535-55100	Office Supplies	3,500	3,500	Inflation	3,675	3,859	3,955	4,054	4,155
170	42535-55200	Operating Supplies-Treatment	5,500	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
171	42535-55200	Operating Supplies - Construct	500	500	Inflation	525	551	565	579	594
172	42535-55200	Operating Supplies-Collection	5,500	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
173	42535-55201	Gas & Oil	70,000	50,000	Fuel	52,500	55,125	57,881	60,775	63,814
174	42535-55202	Tires & Batteries	9,000	10,000	Inflation	10,500	11,025	11,301	11,583	11,873
175	42535-55203	Uniforms	6,000	6,100	Inflation	6,405	6,725	6,893	7,066	7,242
176	42535-55204	Minor Equipment-Treatment	8,000	8,000	Inflation	8,400	8,820	9,041	9,267	9,498
177	42535-55204	Minor Equipment - Construct	8,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
178	42535-55204	Minor Equipment-Collection	8,000	6,000	Inflation	6,300	6,615	6,780	6,950	7,124
179	42535-55205	Safety Equipment	5,500	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
180	42535-55207	Chlorine	200,000	200,000	WW-Chem	215,113	231,237	248,436	266,777	286,331
181	42535-55209	Safety Shoes	5,000	2,000	Inflation	2,100	2,205	2,260	2,317	2,375
182	42535-55210	Laboratory Supplies	3,500	4,000	WWFlowInf	4,302	4,625	4,850	5,084	5,327
183	42535-55214	Polymer	40,000	50,000	Inflation	52,500	55,125	56,503	57,916	59,364
184	42535-55219	Software Renewals/Support	19,910	13,400	Inflation	14,070	14,774	15,143	15,521	15,909
185	42535-55400	Subscriptions & Dues	0	700	Inflation	735	772	791	811	831
186	42535-55401	Training & Education	1,176	2,000	Inflation	2,100	2,205	2,260	2,317	2,375
187	42535-55401	Training & Education-Treatment	1,940	5,000	Inflation	5,250	5,513	5,650	5,792	5,936
188	42535-55401	Training & Education - Constr	3,775	0	Inflation	0	0	0	0	0
189	42535-55401	Training & Education-Collectn	0	12,000	Inflation	12,600	13,230	13,561	13,900	14,247

Table 7
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Operating Expenses

Line No.	Cost Center Code	Description	Adjusted [1] 2022	Adjusted [1] 2023	Escalation Factor	Projected Fiscal Year Ending September 30,				
						2024	2025	2026	2027	2028
190	42535-55409	Licenses & Certifications	330	4,000	Inflation	4,200	4,410	4,520	4,633	4,749
191	42535-55900	Depreciation	0	0	Eliminate	0	0	0	0	0
192		Subtotal Operating Expenses	<u>\$3,013,460</u>	<u>\$3,394,301</u>		<u>\$3,901,413</u>	<u>\$4,195,146</u>	<u>\$4,623,597</u>	<u>\$4,902,740</u>	<u>\$5,152,544</u>
		<u>Other Wastewater Adjustments</u>								
193	Contingency	Contingency - 0.00% of O&M [4]	\$0	\$0	Input	\$0	\$0	\$0	\$0	\$0
194	BadDebt	Bad Debt Expense - 0.00% of Rate Revs. [5]	0	0	Input	0	0	0	0	0
195	Other	Other Adjustments	0	0	Inflation	0	22,184	23,834	25,593	27,469
196		Subtotal Other Wastewater Adjustments	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	<u>\$22,184</u>	<u>\$23,834</u>	<u>\$25,593</u>	<u>\$27,469</u>
197		Total Wastewater Operating Budget	<u><u>\$5,448,771</u></u>	<u><u>\$6,702,453</u></u>		<u><u>\$7,475,455</u></u>	<u><u>\$8,086,554</u></u>	<u><u>\$8,793,310</u></u>	<u><u>\$9,300,856</u></u>	<u><u>\$9,794,327</u></u>
198		Grand Total Operating Budget	<u><u>\$12,872,514</u></u>	<u><u>\$15,480,628</u></u>		<u><u>\$17,248,026</u></u>	<u><u>\$18,543,835</u></u>	<u><u>\$19,877,625</u></u>	<u><u>\$20,879,425</u></u>	<u><u>\$21,891,518</u></u>

Footnotes:

- [1] Budgeted amounts for the "Administrative Services" line are to reimburse the General Fund for services that benefit the Utility.
[2] Budgeted amounts for the Payment in Lieu of Taxes (PILOT) are paid to the General Fund and are included in the Cost of Operation and Maintenance for coverage purposes.
[3] Amounts are adjusted from budget as shown herein since such capital outlay expenses and debt service payments are reflected in the Capital Improvements Plan or the Revenue Requirements part of the rate model.
[4] A contingency of 0.00% of O&M was added to allow for unforeseen contingencies.
[5] An allowance for bad debt expense of 0.00% of rate was recognized to account for uncollectible revenues.

Table 8
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Projected Escalation Factors

Line No.	Description	Escalation Factor	Projected Fiscal Year Ending September 30,					
			2023	2024	2025	2026	2027	2028
1	Inflation (CPI) [1]	Inflation	1.036	1.050	1.050	1.025	1.025	1.025
2	Labor [2]	Labor	1.150	1.050	1.040	1.040	1.040	1.040
3	Health Insurance [2]	Health-Ins	1.100	1.150	1.150	1.100	1.100	1.100
4	Contractual Services	Contractual	1.040	1.040	1.040	1.040	1.040	1.040
5	Professional Services	Professional	1.040	1.040	1.040	1.040	1.040	1.040
6	General Insurance [2]	General-Ins	1.150	1.150	1.150	1.100	1.100	1.100
7	Repair and Maintenance	Repair	1.050	1.050	1.030	1.030	1.030	1.030
8	Chemicals	Chemicals	1.050	1.050	1.050	1.050	1.050	1.050
9	Electricity	Electricity	1.185	1.189	1.050	1.050	1.050	1.050
10	Fuel & Oil	Fuel	1.050	1.050	1.050	1.050	1.050	1.050
11	Constant	Constant	1.000	1.000	1.000	1.000	1.000	1.000
12	Eliminate	Eliminate	0.000	0.000	0.000	0.000	0.000	0.000
13	Marginal	Marginal	1.010	1.010	1.010	1.010	1.010	1.010
14	Water Customer Accounts	W-Accounts	1.019	1.018	1.018	1.018	1.018	1.017
15	Wastewater Customer Accounts	WW-Accounts	1.024	1.024	1.023	1.023	1.022	1.022
16	Treated Water Flows	W-Flows	1.017	1.016	1.016	1.016	1.016	1.015
17	Treated Wastewater Flows	WW-Flows	1.025	1.024	1.024	1.023	1.023	1.022
18	Water Flows + Inflation	WFlowInf	1.053	1.067	1.067	1.041	1.041	1.041
19	Wastewater Flows + Inflation	WWFlowInf	1.062	1.076	1.075	1.049	1.048	1.048
20	Water Flows + Chemicals	W-Chem	1.067	1.067	1.067	1.067	1.066	1.066
21	Water Flows + Electricity	W-Elec	1.205	1.208	1.067	1.067	1.066	1.066
22	Wastewater Flows + Chemicals	WW-Chem	1.076	1.076	1.075	1.074	1.074	1.073
23	Wastewater Flows + Electricity	WW-Elec	1.215	1.218	1.075	1.074	1.074	1.073
24	Change in Water Customers	W-Growth	0.677	1.000	1.000	1.000	1.000	1.000
25	Change in Wastewater Customers	WW-Growth	0.551	1.000	1.000	1.000	1.000	1.000
26	Water Rate Revenues	W-Rev	1.022	1.021	1.020	1.020	1.019	1.019
27	Wastewater Rate Revenues	WW-Rev	1.023	1.020	1.020	1.020	1.019	1.019
28	Indirect Cost Allocations / Admin Fee [2]	ADMIN	1.150	1.050	1.040	1.040	1.040	1.040
29	Payment In Lieu of Taxes (PILOT) [2]	PILOT	1.030	1.030	1.030	1.030	1.030	1.030

Footnotes:

[1] Estimated based on projections from *Budget and Economic Outlook: 2023 to 2028*, published by the Congressional Budget Office in May 2022.

[2] Based on discussions with City Staff.

Table 9
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Development of Additional Personnel Services Costs

Line No.	Description	Allocation Percentage	Fiscal Year Ending September 30th,						
			2022	2023	2024	2025	2026	2027	2028
1	Labor Inflation Rate Assumed		N/A	15.00%	5.00%	4.00%	4.00%	4.00%	4.00%
<u>Water System</u>									
<u>Utility Workers</u>									
2	Number of Positions		0	2	2	2	2	0	0
3	Average Salary & Benefits		\$51,000	\$58,650	\$61,583	\$64,046	\$66,608	\$69,272	\$72,043
4	Additional Salary Costs		0	117,300	123,165	128,092	133,215	0	0
5	Fraction of FY Remaining		100.00%	50.00%	75.00%	100.00%	100.00%	100.00%	100.00%
6	Cumulative Additional Expense		\$0	\$58,650	\$215,539	\$384,275	\$532,861	\$554,175	\$576,343
7	Water Allocation	100.00%	\$0	\$58,650	\$215,539	\$384,275	\$532,861	\$554,175	\$576,343
8	Wastewater Allocation	0.00%	0	0	0	0	0	0	0
<u>Lead Utility Worker</u>									
9	Number of Positions		0	0	2	0	0	0	0
10	Average Salary & Benefits		\$53,000	\$60,950	\$63,998	\$66,557	\$69,220	\$71,988	\$74,868
11	Additional Salary Costs		0	0	127,995	0	0	0	0
12	Fraction of FY Remaining		100.00%	100.00%	92.00%	100.00%	100.00%	100.00%	100.00%
13	Cumulative Additional Expense		\$0	\$0	\$117,755	\$133,115	\$138,439	\$143,977	\$149,736
14	Water Allocation	100.00%	\$0	\$0	\$117,755	\$133,115	\$138,439	\$143,977	\$149,736
15	Wastewater Allocation	0.00%	0	0	0	0	0	0	0
<u>Distribution Manager</u>									
16	Number of Positions		0	1	0	0	0	0	0
17	Average Salary & Benefits		\$65,000	\$74,750	\$78,488	\$81,627	\$84,892	\$88,288	\$91,819
18	Additional Salary Costs		0	74,750	0	0	0	0	0
19	Fraction of FY Remaining		100.00%	67.00%	100.00%	100.00%	100.00%	100.00%	100.00%
20	Cumulative Additional Expense		\$0	\$50,083	\$78,488	\$81,627	\$84,892	\$88,288	\$91,819
21	Water Allocation	100.00%	\$0	\$50,083	\$78,488	\$81,627	\$84,892	\$88,288	\$91,819
22	Wastewater Allocation	0.00%	0	0	0	0	0	0	0
<u>Additional Personnel</u>									
23	Number of Positions		0	0	0	0	0	0	0
24	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Additional Salary Costs		0	0	0	0	0	0	0
26	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
27	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
28	Water Allocation	100.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Wastewater Allocation	0.00%	0	0	0	0	0	0	0
<u>Additional Personnel</u>									
30	Number of Positions		0	0	0	0	0	0	0
31	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	Additional Salary Costs		0	0	0	0	0	0	0
33	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
34	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
35	Water Allocation	100.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36	Wastewater Allocation	0.00%	0	0	0	0	0	0	0

Table 9
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Development of Additional Personnel Services Costs

Line No.	Description	Allocation Percentage	Fiscal Year Ending September 30th,						
			2022	2023	2024	2025	2026	2027	2028
1	Labor Inflation Rate Assumed		N/A	15.00%	5.00%	4.00%	4.00%	4.00%	4.00%
<u>WASTEWATER SYSTEM</u>									
<u>Utility Workers</u>									
37	Number of Positions		0	1	0	1	1	0	0
38	Average Salary & Benefits		\$51,000	\$58,650	\$61,583	\$64,046	\$66,608	\$69,272	\$72,043
39	Additional Salary Costs		0	58,650	0	64,046	66,608	0	0
40	Fraction of FY Remaining		100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%
41	Cumulative Additional Expense		\$0	\$29,325	\$61,583	\$128,092	\$199,823	\$207,816	\$216,128
42	Water Allocation	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	Wastewater Allocation	100.00%	0	29,325	61,583	128,092	199,823	207,816	216,128
<u>Additional Personnel</u>									
44	Number of Positions		0	0	0	0	0	0	0
45	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
46	Additional Salary Costs		0	0	0	0	0	0	0
47	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
48	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
49	Water Allocation	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50	Wastewater Allocation	100.00%	0	0	0	0	0	0	0
<u>Additional Personnel</u>									
51	Number of Positions		0	0	0	0	0	0	0
52	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
53	Additional Salary Costs		0	0	0	0	0	0	0
54	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
55	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
56	Water Allocation	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
57	Wastewater Allocation	100.00%	0	0	0	0	0	0	0
<u>Additional Personnel</u>									
58	Number of Positions		0	0	0	0	0	0	0
59	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
60	Additional Salary Costs		0	0	0	0	0	0	0
61	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
62	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
63	Water Allocation	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
64	Wastewater Allocation	100.00%	0	0	0	0	0	0	0
<u>Additional Personnel</u>									
65	Number of Positions		0	0	0	0	0	0	0
66	Average Salary & Benefits		\$0	\$0	\$0	\$0	\$0	\$0	\$0
67	Additional Salary Costs		0	0	0	0	0	0	0
68	Fraction of FY Remaining		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
69	Cumulative Additional Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0
70	Water Allocation	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
71	Wastewater Allocation	100.00%	0	0	0	0	0	0	0
<u>Summary Totals</u>									
72	Water Allocation	80.50%	\$0	\$108,733	\$411,782	\$599,017	\$756,193	\$786,440	\$817,898
73	Wastewater Allocation	19.50%	\$0	\$29,325	\$61,583	\$128,092	\$199,823	\$207,816	\$216,128
74	Total Additional Personnel Expense Added		\$0	\$138,058	\$473,364	\$727,108	\$956,015	\$994,256	\$1,034,026
75	Total Annual Positions Added		0	4	4	3	3	0	0
76	Total Cumulative Positions Added		0	4	8	11	14	14	14

Table 10
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Capital Improvement Program Funding Plan

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30,						Total FY23-27
				2022	2023	2024	2025	2026	2027	
<u>CIP Escalation Factor Alternatives</u>										
<u>General Project Escalators</u>										
1	No Assumed Escalation (0.0% per Year)	None		1.000	1.000	1.000	1.000	1.000	1.000	
2	Capital Outlay (2.5% per Year)	Outlay		1.000	1.000	1.025	1.051	1.077	1.104	
3	ENR Index Average (3.0% per Year)	ENR		1.000	1.000	1.030	1.061	1.093	1.126	
4	Marginal Increase (1.0% per Year)	Marginal		1.000	1.000	1.010	1.020	1.030	1.041	
5	High Increase (5.0% per Year)	High		1.000	1.000	1.050	1.103	1.158	1.216	
<u>Water System:</u>										
6	East Water System Looping Design & Construction	ENR	W-CAPEX	\$0	\$400,000	\$103,000	\$477,405	\$109,273	\$562,754	\$1,652,432
7	Sunburst Well Project (Lower Floridian Aquifer Well) & Carryforward 1 of 2	None	W-Impact	0	3,000,000	3,641,370	0	0	0	6,641,370
8	Sunburst Well Project (Lower Floridian Aquifer Well) & Carryforward 2 of 2	None	W-CAPEX	0	0	1,000,000	0	0	0	1,000,000
9	Sunburst Well Project (Lower Floridian Aquifer Well)-Design & Carryforward	ENR	W-Impact	286,706	100,000	51,500	0	0	0	151,500
10	Water Vehicles Replacements	ENR	W-CAPEX	0	196,000	66,950	108,212	68,295	73,158	512,615
11	West Water System Improvements Design & Construction	ENR	W-CAPEX	0	200,000	103,000	477,405	109,273	562,754	1,452,432
12	Alternative Water South Lake Water Initiative	ENR	W-CAPEX	0	100,000	103,000	106,090	109,273	112,551	530,914
13	Water System Streetscape Phase 3	ENR	W-CAPEX	1,200,000	0	0	0	0	0	0
14	Johns Lake Road Main Upsizing & Carryforward - 1 of 2	ENR	W-CAPEX	0	0	0	0	0	0	0
15	Johns Lake Road Main Upsizing & Carryforward - 2 of 2	ENR	W-Impact	0	0	0	0	0	0	0
16	Johns Lake Road Main Upsizing Design	ENR	W-CAPEX	0	0	0	0	0	0	0
17	Water Main Carryforward	ENR	W-Impact	362,481	0	0	0	0	0	0
18	Capital Outlay - Professional Services	ENR	W-CAPEX	75,000	100,000	103,000	106,090	109,273	112,551	530,914
19	Capital Outlay - Professional Services For Alt Water	ENR	W-CAPEX	100,000	0	0	0	0	0	0
20	Capital Outlay-Equipment	ENR	W-CAPEX	100,000	663,000	206,000	212,180	218,545	225,102	1,524,827
21	Cap Out- Carryforward Relief Valve	ENR	W-CAPEX	100,491	0	0	0	0	0	0
22	Cap Out- Water System UT Relocate	ENR	W-CAPEX	10,963	0	0	0	0	0	0
23	Cap Out- Carryforward Relocate WM King Ridge	ENR	W-CAPEX	1,450	0	0	0	0	0	0
24	Cap Out- South Lake Connector, LLC RCW Main	ENR	W-Impact	87,400	0	0	0	0	0	0
25	Cap Out- Pro Svc Welns Way- Supp Well Irr	ENR	W-Impact	100,000	0	0	0	0	0	0
26	Cap Out- Wells/Houses Pumps 33201	ENR	W-CAPEX	100,000	0	0	0	0	0	0
27	Cap Out- Recl Wtr Reuse Tank 33203	ENR	W-CAPEX	45,000	0	0	0	0	0	0
28	Cap Out- Pro Ut Relocate-Hartwood Marsh	ENR	W-CAPEX	50,000	150,000	0	0	0	0	150,000
29	Cap Out- ProSvc Cdbg Ffy17 38123	ENR	W-CAPEX	12,560	0	0	0	0	0	0
30	Cap Out- Other Improvement	ENR	W-CAPEX	0	150,000	154,500	159,135	163,909	168,826	796,370
31	Cap Out-Relocate Hartwood Marsh	ENR	W-CAPEX	0	0	1,993,050	0	0	0	1,993,050
32	Public Service Building (Unbudgeted)	ENR	W-CAPEX	0	362,481	0	0	0	0	362,481
33	Other Miscellaneous Water Adjustments	None	W-Rates	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34	Ongoing Water Capital Outlay	Outlay	W-Rates	\$0	\$0	\$51,250	\$52,531	\$53,845	\$55,191	\$212,816
35	Subtotal Water System			\$2,632,051	\$5,421,481	\$7,576,620	\$1,699,048	\$941,685	\$1,872,887	\$17,511,722

Table 10
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Capital Improvement Program Funding Plan

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30,						Total
				2022	2023	2024	2025	2026	2027	FY23-27
	<u>Wastewater System:</u>									
36	Wastewater Treatment Facility Expansion (4.0 - 6.5 MGD) - 1 of 4	None	Senior1	\$0	\$3,000,000	\$17,170,000	\$7,130,000	\$0	\$0	\$27,300,000
37	Wastewater Treatment Facility Expansion (4.0 - 6.5 MGD) - 2 of 4	None	S-Impact	0	3,000,000	16,430,000	0	0	0	19,430,000
38	Wastewater Treatment Facility Expansion (4.0 - 6.5 MGD) - 3 of 4	None	Grant	0	2,000,000	0	0	0	0	2,000,000
39	Wastewater Treatment Facility Expansion (4.0 - 6.5 MGD) - 4 of 4	None	S-CAPEX	0	0	0	0	0	0	0
40	Wastewater Treatment Facility Design & Carryover	ENR	S-Impact	236,246	200,000	566,500	137,917	0	0	904,417
41	Lift Station Wet Well Lining	ENR	S-CAPEX	0	0	51,500	53,045	54,636	56,275	215,457
42	Lift Station Electrical Rehab	ENR	S-CAPEX	0	0	82,400	53,045	54,636	56,275	246,357
43	West Side Gravity Main Lining	ENR	S-CAPEX	0	0	515,000	0	0	0	515,000
44	Sewer System Manhole/Lateral Rehab	ENR	S-CAPEX	105,000	105,000	103,000	0	54,636	56,275	318,912
45	Sewer Vehicle Replacements	ENR	S-CAPEX	0	100,000	308,459	556,973	79,769	133,936	1,179,136
46	Sewer System Carryforward	ENR	S-Impact	375,163	0	0	0	0	0	0
47	Lift Station Pump Replacements	ENR	S-CAPEX	455,000	400,000	206,000	212,180	109,273	56,275	983,728
48	Lift Station Improvements	ENR	S-CAPEX	699,000	475,000	412,000	424,360	382,454	393,928	2,087,743
49	Capital Outlay- Sewer System (Streetscape)	ENR	S-CAPEX	250,000	0	0	0	0	0	0
50	Capital Outlay- Equipment UB 30000	ENR	S-CAPEX	2,500	316,700	0	0	0	0	316,700
51	Cap Out- Pro Svc Welns Way	ENR	S-Impact	20,000	0	0	0	0	0	0
52	Cap Out- Pro Svc	ENR	S-CAPEX	0	0	0	0	0	0	0
53	Cap Out- Pro Svc Util Reloc	ENR	S-CAPEX	0	100,000	0	0	0	0	100,000
54	Cap Out- Other Improvement	ENR	S-CAPEX	0	1,000,000	1,720,100	0	0	0	2,720,100
55	Cap Out- Recl Water Improvement	ENR	S-CAPEX	0	0	0	0	0	0	0
56	Public Service Building (Unbudgeted)	ENR	S-CAPEX	0	377,800	0	0	0	0	377,800
57	Other Miscellaneous Wastewater Adjustments	None	S-Rates	\$0	\$0	\$0	\$0	\$0	\$0	\$0
58	Ongoing Wastewater Capital Outlay	Outlay	S-Rates	\$0	\$0	\$51,250	\$52,531	\$53,845	\$55,191	\$212,816
59	Subtotal Wastewater System			\$2,142,909	\$11,074,500	\$37,616,209	\$8,620,051	\$789,250	\$808,156	\$58,908,166
60	Total Combined System CIP			\$4,774,960	\$16,495,981	\$45,192,829	\$10,319,099	\$1,730,935	\$2,681,043	\$76,419,887

Table 10
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Capital Improvement Program Funding Plan

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30,					Total	
				2022	2023	2024	2025	2026	2027	FY23-27
<u>Project Funding Sources Summary</u>										
Water Funding Sources:										
61	Water Rates		W-Rates	\$0	\$0	\$51,250	\$52,531	\$53,845	\$55,191	\$212,816
62	Operating Fund		W-Op	0	0	0	0	0	0	0
63	Capital Fund		W-CAPEX	1,795,464	2,321,481	3,832,500	1,646,517	887,841	1,817,697	10,506,035
64	Water Impact Fees		W-Impact	836,587	3,100,000	3,692,870	0	0	0	6,792,870
65	Grants		Grant	0	0	0	0	0	0	0
66	Existing Bond Proceeds		ExistingBond	0	0	0	0	0	0	0
67	Additional Senior Lien Debt 1		Senior1	0	0	0	0	0	0	0
68	Additional Senior Lien Debt 2		Senior2	0	0	0	0	0	0	0
69	Additional Senior Lien Debt 3		Senior3	0	0	0	0	0	0	0
70	Additional Senior Lien Debt 4		Senior4	0	0	0	0	0	0	0
71	Additional Subordinate Lien Debt 1		Junior1	0	0	0	0	0	0	0
72	Additional Subordinate Lien Debt 2		Junior2	0	0	0	0	0	0	0
73	Additional Subordinate Lien Debt 3		Junior3	0	0	0	0	0	0	0
74	Additional Subordinate Lien Debt 4		Junior4	0	0	0	0	0	0	0
75	Developer Funded		Developer	0	0	0	0	0	0	0
76	Subtotal Water Funding Sources			\$2,632,051	\$5,421,481	\$7,576,620	\$1,699,048	\$941,685	\$1,872,887	\$17,511,722
Wastewater Funding Sources:										
77	Wastewater Rates		S-Rates	\$0	\$0	\$51,250	\$52,531	\$53,845	\$55,191	\$212,816
78	Operating Fund		S-Op	0	0	0	0	0	0	0
79	Capital Fund		S-CAPEX	1,511,500	2,874,500	3,398,459	1,299,603	735,405	752,965	9,060,932
80	Wastewater Impact Fees		S-Impact	631,409	3,200,000	16,996,500	137,917	0	0	20,334,417
81	Grants		Grant	0	2,000,000	0	0	0	0	2,000,000
82	Existing Bond Proceeds		ExistingBond	0	0	0	0	0	0	0
83	Additional Senior Lien Debt 1		Senior1	0	3,000,000	17,170,000	7,130,000	0	0	27,300,000
84	Additional Senior Lien Debt 2		Senior2	0	0	0	0	0	0	0
85	Additional Senior Lien Debt 3		Senior3	0	0	0	0	0	0	0
86	Additional Senior Lien Debt 4		Senior4	0	0	0	0	0	0	0
87	Additional Subordinate Lien Debt 1		Junior1	0	0	0	0	0	0	0
88	Additional Subordinate Lien Debt 2		Junior2	0	0	0	0	0	0	0
89	Additional Subordinate Lien Debt 3		Junior3	0	0	0	0	0	0	0
90	Additional Subordinate Lien Debt 4		Junior4	0	0	0	0	0	0	0
91	Developer Funded		Developer	0	0	0	0	0	0	0
92	Subtotal Wastewater Funding Sources			\$2,142,909	\$11,074,500	\$37,616,209	\$8,620,051	\$789,250	\$808,156	\$58,908,166

Table 10
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Capital Improvement Program Funding Plan

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30,						Total
				2022	2023	2024	2025	2026	2027	FY23-27
	Total Funding Sources:									
93	Water & Wastewater Rates		Rates	\$0	\$0	\$102,500	\$105,063	\$107,689	\$110,381	\$425,633
94	Operating Fund		Op	0	0	0	0	0	0	0
95	Capital Fund		CAPEX	3,306,964	5,195,981	7,230,959	2,946,119	1,623,246	2,570,662	19,566,968
96	Water and Wastewater Impact Fees		Impact Fees	1,467,996	6,300,000	20,689,370	137,917	0	0	27,127,287
97	Grants		Grant	0	2,000,000	0	0	0	0	2,000,000
98	Existing Bond Proceeds		ExistingBond	0	0	0	0	0	0	0
99	Additional Senior Lien Debt 1		Senior1	0	3,000,000	17,170,000	7,130,000	0	0	27,300,000
100	Additional Senior Lien Debt 2		Senior2	0	0	0	0	0	0	0
101	Additional Senior Lien Debt 3		Senior3	0	0	0	0	0	0	0
102	Additional Senior Lien Debt 4		Senior4	0	0	0	0	0	0	0
103	Additional Subordinate Lien Debt 1		Junior1	0	0	0	0	0	0	0
104	Additional Subordinate Lien Debt 2		Junior2	0	0	0	0	0	0	0
105	Additional Subordinate Lien Debt 3		Junior3	0	0	0	0	0	0	0
106	Additional Subordinate Lien Debt 4		Junior4	0	0	0	0	0	0	0
107	Developer Funded		Developer	0	0	0	0	0	0	0
108	Total Funding Sources			\$4,774,960	\$16,495,981	\$45,192,829	\$10,319,099	\$1,730,935	\$2,681,043	\$76,419,887

Footnotes:

[1] Original amounts as provided by staff and adjusted for inflation.

Table 11
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Annual Debt Service Payments - Sinking Fund Basis

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2022	2023	2024	2025	2026	2027	2028
Water System:								
<u>Existing Debt Service:</u>								
1	Water and Sewer Revenue Refunding Bonds, Series 2017	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133	\$400,001
2	Total Existing Debt Service Payments	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133	\$400,001
<u>Proposed Debt Service:</u>								
<u>Proposed Senior Lien Debt:</u>								
3	Additional Senior Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	Additional Senior Lien Debt 2	0	0	0	0	0	0	0
5	Additional Senior Lien Debt 3	0	0	0	0	0	0	0
6	Additional Senior Lien Debt 4	0	0	0	0	0	0	0
7	Total Proposed Senior Lien Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Proposed Subordinate Lien Debt:</u>								
8	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Additional Subordinate Lien Debt 2	0	0	0	0	0	0	0
10	Additional Subordinate Lien Debt 3	0	0	0	0	0	0	0
11	Additional Subordinate Lien Debt 4	0	0	0	0	0	0	0
12	Total Proposed Subordinate Lien Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	Total Proposed Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Total Existing and Proposed Debt Service Payments	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133	\$400,001
Wastewater System								
<u>Existing Debt Service:</u>								
15	Water and Sewer Revenue Refunding Bonds, Series 2017	\$711,556	\$710,808	\$711,245	\$711,126	\$710,030	\$709,571	\$711,114
16	Total Existing Debt Service Payments	\$711,556	\$710,808	\$711,245	\$711,126	\$710,030	\$709,571	\$711,114
<u>Proposed Debt Service:</u>								
<u>Proposed Senior Lien Debt:</u>								
17	Additional Senior Lien Debt 1	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
18	Additional Senior Lien Debt 2	0	0	0	0	0	0	0
19	Additional Senior Lien Debt 3	0	0	0	0	0	0	0
20	Additional Senior Lien Debt 4	0	0	0	0	0	0	0
21	Total Proposed Senior Lien Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
<u>Proposed Subordinate Lien Debt:</u>								
22	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Additional Subordinate Lien Debt 2	0	0	0	0	0	0	0
24	Additional Subordinate Lien Debt 3	0	0	0	0	0	0	0
25	Additional Subordinate Lien Debt 4	0	0	0	0	0	0	0
26	Total Proposed Subordinate Lien Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
27	Total Proposed Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
28	Total Existing and Proposed Debt Service Payments	\$711,556	\$1,075,741	\$2,630,212	\$2,795,293	\$2,794,137	\$2,793,818	\$2,794,960
Combined System								
<u>Existing Debt Service:</u>								
29	Water and Sewer Revenue Refunding Bonds, Series 2017	\$1,111,807	\$1,110,637	\$1,111,320	\$1,111,135	\$1,109,421	\$1,108,705	\$1,111,115
30	Total Existing Debt Service Payments	\$1,111,807	\$1,110,637	\$1,111,320	\$1,111,135	\$1,109,421	\$1,108,705	\$1,111,115

Table 11
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Annual Debt Service Payments - Sinking Fund Basis

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2022	2023	2024	2025	2026	2027	2028
	<u>Proposed Debt Service:</u>							
	<u>Proposed Senior Lien Debt:</u>							
31	Additional Senior Lien Debt 1	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
32	Additional Senior Lien Debt 2	0	0	0	0	0	0	0
33	Additional Senior Lien Debt 3	0	0	0	0	0	0	0
34	Additional Senior Lien Debt 4	0	0	0	0	0	0	0
35	Total Proposed Senior Lien Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
	<u>Proposed Subordinate Lien Debt:</u>							
36	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37	Additional Subordinate Lien Debt 2	0	0	0	0	0	0	0
38	Additional Subordinate Lien Debt 3	0	0	0	0	0	0	0
39	Additional Subordinate Lien Debt 4	0	0	0	0	0	0	0
40	Total Proposed Subordinate Lien Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	Total Proposed Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247	\$2,083,847
42	Total Existing and Proposed Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951	\$3,194,962

Table 12

Period Ending	Water and Sewer Revenue Refunding Bond, Series 2017			City of Clermont, Florida Proposed Series 2023 Bond (\$27.3M Project Fund)			Combined Debt Service		
	Principal	Interest	Bond Year Debt Service	Principal	Interest	Bond Year Debt Service	Principal	Interest	Bond Year Debt Service
12/1/2017	-	21,453.72	21,453.72	-	-	-	-	21,453.72	21,453.72
6/1/2018	-	128,722.30	-	-	-	-	-	128,722.30	-
12/1/2018	90,000.00	128,722.30	347,444.60	-	-	-	90,000.00	128,722.30	347,444.60
6/1/2019	-	127,651.30	-	-	-	-	93,000.00	127,651.30	-
12/1/2019	93,000.00	127,651.30	348,302.60	-	-	-	93,000.00	127,651.30	348,302.60
6/1/2020	-	126,544.60	-	-	-	-	-	126,544.60	-
12/1/2020	855,000.00	126,544.60	1,108,089.20	-	-	-	855,000.00	126,544.60	1,108,089.20
6/1/2021	-	116,370.10	-	-	-	-	-	116,370.10	-
12/1/2021	879,000.00	116,370.10	1,111,740.20	-	-	-	879,000.00	116,370.10	1,111,740.20
6/1/2022	-	105,910.00	-	-	-	-	-	105,910.00	-
12/1/2022	900,000.00	105,910.00	1,111,820.00	-	-	-	900,000.00	105,910.00	1,111,820.00
6/1/2023	-	95,200.00	-	-	-	-	-	95,200.00	-
12/1/2023	920,000.00	95,200.00	1,110,400.00	-	-	-	920,000.00	95,200.00	1,110,400.00
6/1/2024	-	84,252.00	-	-	547,400.00	547,400.00	-	631,652.00	1,657,800.00
12/1/2024	943,000.00	84,252.00	1,111,504.00	989,000.00	547,400.00	2,083,800.00	1,932,000.00	631,652.00	3,195,304.00
6/1/2025	-	73,030.30	-	-	527,620.00	-	-	600,650.30	-
12/1/2025	965,000.00	73,030.30	1,111,060.60	1,029,000.00	527,620.00	2,084,240.00	1,994,000.00	600,650.30	3,195,300.60
6/1/2026	-	61,546.80	-	-	507,040.00	-	-	568,586.80	-
12/1/2026	986,000.00	61,546.80	1,109,093.60	1,070,000.00	507,040.00	2,084,080.00	2,056,000.00	568,586.80	3,193,173.60
6/1/2027	-	49,813.40	-	-	485,640.00	-	-	535,453.40	-
12/1/2027	1,009,000.00	49,813.40	1,108,626.80	1,113,000.00	485,640.00	2,084,280.00	2,122,000.00	535,453.40	3,192,906.80
6/1/2028	-	37,806.30	-	-	463,380.00	-	-	501,186.30	-
12/1/2028	1,036,000.00	37,806.30	1,111,612.60	1,157,000.00	463,380.00	2,083,760.00	2,193,000.00	501,186.30	3,195,372.60
6/1/2029	-	25,477.90	-	-	440,240.00	-	-	465,717.90	-
12/1/2029	1,060,000.00	25,477.90	1,110,955.80	1,203,000.00	440,240.00	2,083,480.00	2,263,000.00	465,717.90	3,194,435.80
6/1/2030	-	12,863.90	-	-	416,180.00	-	-	429,043.90	-
12/1/2030	1,081,000.00	12,863.90	1,106,727.80	1,251,000.00	416,180.00	2,083,360.00	2,332,000.00	429,043.90	3,190,087.80
6/1/2031	-	-	-	-	391,160.00	-	-	391,160.00	-
12/1/2031	-	-	-	1,302,000.00	391,160.00	2,084,320.00	1,302,000.00	391,160.00	2,084,320.00
6/1/2032	-	-	-	-	365,120.00	-	-	365,120.00	-
12/1/2032	-	-	-	1,354,000.00	365,120.00	2,084,240.00	1,354,000.00	365,120.00	2,084,240.00
6/1/2033	-	-	-	-	338,040.00	-	-	338,040.00	-
12/1/2033	-	-	-	1,408,000.00	338,040.00	2,084,080.00	1,408,000.00	338,040.00	2,084,080.00
6/1/2034	-	-	-	-	309,880.00	-	-	309,880.00	-
12/1/2034	-	-	-	1,464,000.00	309,880.00	2,083,760.00	1,464,000.00	309,880.00	2,083,760.00
6/1/2035	-	-	-	-	280,600.00	-	-	280,600.00	-
12/1/2035	-	-	-	1,523,000.00	280,600.00	2,084,200.00	1,523,000.00	280,600.00	2,084,200.00
6/1/2036	-	-	-	-	250,140.00	-	-	250,140.00	-
12/1/2036	-	-	-	1,583,000.00	250,140.00	2,083,280.00	1,583,000.00	250,140.00	2,083,280.00
6/1/2037	-	-	-	-	218,480.00	-	-	218,480.00	-
12/1/2037	-	-	-	1,647,000.00	218,480.00	2,083,960.00	1,647,000.00	218,480.00	2,083,960.00
6/1/2038	-	-	-	-	185,540.00	-	-	185,540.00	-
12/1/2038	-	-	-	1,713,000.00	185,540.00	2,084,080.00	1,713,000.00	185,540.00	2,084,080.00
6/1/2039	-	-	-	-	151,280.00	-	-	151,280.00	-
12/1/2039	-	-	-	1,781,000.00	151,280.00	2,083,560.00	1,781,000.00	151,280.00	2,083,560.00
6/1/2040	-	-	-	-	115,660.00	-	-	115,660.00	-
12/1/2040	-	-	-	1,852,000.00	115,660.00	2,083,320.00	1,852,000.00	115,660.00	2,083,320.00
6/1/2041	-	-	-	-	78,620.00	-	-	78,620.00	-
12/1/2041	-	-	-	1,927,000.00	78,620.00	2,084,240.00	1,927,000.00	78,620.00	2,084,240.00
6/1/2042	-	-	-	-	40,080.00	-	-	40,080.00	-
12/1/2042	-	-	-	2,004,000.00	40,080.00	2,084,160.00	2,004,000.00	40,080.00	2,084,160.00
	10,817,000.00	2,111,831.52	12,928,831.52	27,370,000.00	12,771,600.00	40,141,600.00	38,187,000.00	14,883,431.52	53,070,431.52

Period Ending	Series 2017 Bond			Fiscal Year Debt Service Summary* Proposed Series 2023 Bond			Combined Debt Service		
	Principal	Interest	Fiscal Year Debt Service	Principal	Interest	Fiscal Year Debt Service	Principal	Interest	Fiscal Year Debt Service
9/30/2018	75,000.00	235,990.89	310,990.89	-	-	-	75,000.00	235,990.89	310,990.89
9/30/2019	92,500.00	255,659.60	348,159.60	-	-	-	92,500.00	255,659.60	348,159.60
9/30/2020	728,000.00	253,458.10	981,458.10	-	-	-	728,000.00	253,458.10	981,458.10
9/30/2021	875,000.00	236,131.70	1,111,131.70	-	-	-	875,000.00	236,131.70	1,111,131.70
9/30/2022	896,500.00	215,306.70	1,111,806.70	-	-	-	896,500.00	215,306.70	1,111,806.70
9/30/2023	916,666.67	193,970.00	1,110,636.67	-	364,933.33	364,933.33	916,666.67	558,903.33	1,475,570.00
9/30/2024	939,166.67	172,153.33	1,111,320.00	824,166.67	1,094,800.00	1,918,966.67	1,763,333.33	1,266,953.33	3,030,286.67
9/30/2025	961,333.33	149,801.17	1,111,134.50	1,022,333.33	1,061,833.33	2,084,166.67	1,983,666.67	1,211,634.50	3,195,301.17
9/30/2026	982,500.00	128,921.43	1,109,421.43	1,063,166.67	1,020,940.00	2,084,106.67	2,045,666.67	1,147,861.43	3,193,528.10
9/30/2027	1,005,166.67	103,537.93	1,108,704.60	1,105,833.33	978,413.33	2,084,246.67	2,111,000.00	1,081,951.27	3,192,951.27
9/30/2028	1,031,500.00	79,614.97	1,111,114.97	1,149,666.67	934,180.00	2,083,846.67	2,181,166.67	1,013,794.97	3,194,961.63
9/30/2029	1,056,000.00	55,065.27	1,111,065.27	1,195,333.33	888,193.33	2,083,526.67	2,251,333.33	943,258.60	3,194,591.93
9/30/2030	1,077,500.00	29,932.47	1,107,432.47	1,243,000.00	840,380.00	2,083,380.00	2,320,500.00	870,312.47	3,190,812.47
9/30/2031	180,166.67	4,287.97	184,454.63	1,293,500.00	790,660.00	2,084,160.00	1,473,666.67	794,947.97	2,268,614.63
9/30/2032	-	-	-	1,345,333.33	738,920.00	2,084,253.33	1,345,333.33	738,920.00	2,084,253.33
9/30/2033	-	-	-	1,399,000.00	685,106.67	2,084,106.67	1,399,000.00	685,106.67	2,084,106.67
9/30/2034	-	-	-	1,454,666.67	629,146.67	2,083,813.33	1,454,666.67	629,146.67	2,083,813.33
9/30/2035	-	-	-	1,513,166.67	570,960.00	2,084,126.67	1,513,166.67	570,960.00	2,084,126.67
9/30/2036	-	-	-	1,573,000.00	510,433.33	2,083,433.33	1,573,000.00	510,433.33	2,083,433.33
9/30/2037	-	-	-	1,636,333.33	447,513.33	2,083,846.67	1,636,333.33	447,513.33	2,083,846.67
9/30/2038	-	-	-	1,702,000.00	382,060.00	2,084,060.00	1,702,000.00	382,060.00	2,084,060.00
9/30/2039	-	-	-	1,769,666.67	313,980.00	2,083,646.67	1,769,666.67	313,980.00	2,083,646.67
9/30/2040	-	-	-	1,840,166.67	243,193.33	2,083,360.00	1,840,166.67	243,193.33	2,083,360.00
9/30/2041	-	-	-	1,914,500.00	169,586.67	2,084,086.67	1,914,500.00	169,586.67	2,084,086.67
9/30/2042	-	-	-	1,991,166.67	93,006.67	2,084,173.33	1,991,166.67	93,006.67	2,084,173.33
9/30/2043	-	-	-	334,000.00	13,360.00	347,360.00	334,000.00	13,360.00	347,360.00
	10,817,000.00	2,111,831.52	12,928,831.52	27,370,000.00	12,771,600.00	40,141,600.00	38,187,000.00	14,883,431.52	53,070,431.52

*Fiscal Year Debt Service Summary shows amount due per Fiscal Year. Assumes monthly deposit of P&I and calculates amounts due between October 1st and September 30th each Fiscal Year.

For example, Fiscal Year 2019 is calculated based on the following:
Principal = (10/12 of the 12/1/2018 Payment for Dec. to Sep.) + (2/12 of the 12/1/2019 Payment for Oct. & Nov.)
Interest = (20 of the 12/1/2018 Payment) + (6/12/2019 Payment + 4/6 of the 12/1/2019 Payment)

Table 13
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Capital Replacement Fund Transfers

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2022	2023	2024	2025	2026	2027	2028
Capital Replacement Fund Transfer								
1	Prior Fiscal Year	2021	2022	2023	2024	2025	2026	2027
2	Prior Fiscal Year Rate Revenues	\$16,092,390	\$17,364,408	\$18,685,572	\$22,294,850	\$25,351,364	\$27,154,253	\$29,105,427
3	Capital Replacement Transfer Factor (% of Revenue)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4	Capital Replacement Fund Transfer Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Capital Replacement Fund Transfer Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Water Percentage	56.44%	56.44%	56.44%	56.44%	56.44%	56.44%	56.44%
7	Wastewater Percentage	43.56%	43.56%	43.56%	43.56%	43.56%	43.56%	43.56%
8	Water Allocation of Transfer - Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Wastewater Allocation of Transfer - Subtotal	0	0	0	0	0	0	0
10	Annual Capital Replacement Transfer - Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Deposits:								
11	Water	\$1,800,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$0
12	Wastewater	1,500,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	0
13	Total Additional Deposits	\$3,300,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$0
14	Water Allocation of Transfer	\$1,800,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$0
15	Wastewater Allocation of Transfer	1,500,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	0
16	Annual Capital Replacement Transfer	\$3,300,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$0
17	Effective Percentage Contribution	20.51%	21.31%	19.80%	16.60%	14.59%	13.63%	0.00%

Table 14
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of General Fund Transfer (ROI)

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2022	2023	2024	2025	2026	2027	2028
	Transfer to General Fund							
1	Current Year Water & Wastewater Gross Revenues	\$17,364,408	\$18,685,572	\$22,294,850	\$25,351,364	\$27,154,253	\$29,105,427	\$29,659,668
2	General Fund Transfer Factor (% of Revenue)	14.15%	14.55%	14.00%	13.00%	12.00%	11.00%	10.00%
3	General Fund Transfer Amount	\$2,456,542	\$2,719,500	\$3,121,279	\$3,295,677	\$3,258,510	\$3,201,597	\$2,965,967
4	Water Percentage	47.36%	48.36%	51.15%	53.04%	51.86%	50.68%	50.69%
5	Wastewater Percentage	52.64%	51.64%	48.85%	46.96%	48.14%	49.32%	49.31%
4	Additional Transfer (Strmwater) - Water Allocation	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0
6	Additional Transfer (Strmwater) - Wastewater Allocation	0	175,000	0	0	0	0	0
6	Water Allocation of Transfer	\$1,163,465	\$1,355,090	\$1,596,465	\$1,748,099	\$1,689,988	\$1,622,673	\$1,503,352
7	Wastewater Allocation of Transfer	1,293,077	1,579,410	1,524,814	1,547,578	1,568,522	1,578,924	1,462,615
8	Annual Transfer to General Fund	\$2,456,542	\$2,934,500	\$3,121,279	\$3,295,677	\$3,258,510	\$3,201,597	\$2,965,967

Table 15
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Revenue Requirements

Existing Series 2017 debt Paid off FY2031 02/23/2022

		Projected Fiscal Year Ending September 30,					
No.	Description	2022	2023	2024	2025	2026	2027
<u>Operating Expenses: [1]</u>							
1	Operating Expenses	\$12,872,514	\$15,480,628	\$17,248,026	\$18,521,651	\$19,853,792	\$20,853,831
2	Contingency - 0.00%	0	0	0	0	0	0
3	Bad Debt Expense - 0.00%	0	0	0	0	0	0
4	Other Adjustments	0	0	0	22,184	23,834	25,593
5	Total Operating Expenses	\$12,872,514	\$15,480,628	\$17,248,026	\$18,543,835	\$19,877,625	\$20,879,425
<u>Debt Service Payments:</u>							
<u>Existing Debt Service: [2]</u>							
6	Water and Sewer Revenue Refunding Bonds, Series 2017	\$1,111,807	\$1,110,637	\$1,111,320	\$1,111,135	\$1,109,421	\$1,108,705
7	Total Existing Debt Service Payments	\$1,111,807	\$1,110,637	\$1,111,320	\$1,111,135	\$1,109,421	\$1,108,705
<u>Proposed Debt Service: [3]</u>							
8	Additional Senior Lien Debt 1	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247
9	Additional Senior Lien Debt 2	0	0	0	0	0	0
10	Additional Senior Lien Debt 3	0	0	0	0	0	0
11	Additional Senior Lien Debt 4	0	0	0	0	0	0
12	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0
13	Additional Subordinate Lien Debt 2	0	0	0	0	0	0
14	Additional Subordinate Lien Debt 3	0	0	0	0	0	0
15	Additional Subordinate Lien Debt 4	0	0	0	0	0	0
16	Total Proposed Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247
17	Total Annual Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
<u>Other Revenue Requirements:</u>							
18	Payment In Lieu of Franchise Fees [4]	\$2,456,542	\$2,934,500	\$3,121,279	\$3,295,677	\$3,258,510	\$3,201,597
19	Capital Fund Transfer [5]	3,300,000	3,700,000	3,700,000	3,700,000	3,700,000	3,700,000
20	Capital Funded From Rates [6]	0	0	102,500	105,063	107,689	110,381
21	Transfer to Operating Reserves	0	0	0	0	0	0
22	Transfer to Required Renewal & Replacement Fund	0	0	0	0	0	0
23	Total Other Revenue Requirements	\$5,756,542	\$6,634,500	\$6,923,779	\$7,100,740	\$7,066,199	\$7,011,978
24	Gross Revenue Requirements	\$19,740,863	\$23,590,698	\$27,202,091	\$28,839,876	\$30,137,353	\$31,084,354
<u>Other Revenues and Financial Resources:</u>							
25	Other Operating Revenues	\$964,500	\$963,500	\$956,000	\$956,000	\$956,000	\$956,000
26	Unrestricted Interest Income [7]	251,908	219,019	163,640	127,420	128,846	139,691
27	Impact Fees Used for Debt Service Payments	920,577	1,104,295	1,881,879	1,964,325	1,962,873	1,962,348
28	Transfers from Operating Reserves	0	0	0	0	0	0
29	Total Other Revenues and Financial Resources	\$2,136,985	\$2,286,814	\$3,001,519	\$3,047,745	\$3,047,719	\$3,058,039
30	Net Revenue Requirements	\$17,603,878	\$21,303,884	\$24,200,572	\$25,792,132	\$27,089,633	\$28,026,315
<u>Revenue From Combined Rates:</u>							
31	Existing Rate Revenue	\$16,148,000	\$16,510,331	\$16,848,791	\$17,187,251	\$17,525,711	\$17,864,171
32	Revenue From Current Year Adjustments	0	992,722	2,300,219	2,667,234	1,323,345	1,436,705
33	Revenue From Prior Year Rate Adjustments	0	0	2,026,200	4,413,460	7,220,350	8,708,860
34	Total Revenue From Rates	\$16,148,000	\$17,503,053	\$21,175,210	\$24,267,945	\$26,069,406	\$28,009,736
35	Revenue Surplus / (Deficiency) [8]	(\$1,455,878)	(\$3,800,831)	(\$3,025,362)	(\$1,524,187)	(\$1,020,227)	(\$16,579)
36	Revenue Surplus / (Deficiency) Percentage of Revenue	-9.02%	-21.72%	-14.29%	-6.28%	-3.91%	-0.06%

Footnotes located on following page.

Table 15
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Combined Water and Wastewater System Revenue Requirements

Existing Series 2017 debt Paid off FY2031 02/23/2022

Footnotes:

- [1] Amounts derived from the City's Fiscal Year 2022 Budget and are escalated as shown on Table 7.
- [2] Payment amounts shown were based on debt service schedules provided by City Staff.
- [3] The proposed debt is based upon information provided by the City's Financial Advisor.
- [4] Amount shown is a transfer to the City's General Fund and is based on 15.0% of the previous Fiscal Year's water and wastewater revenues.
- [5] Amounts are transfers to a Capital Replacement Fund and are to be used for Renewal & Replacement related capital projects.
- [6] Amounts based on the proposed capital funding plan as shown in Table 10.
- [7] Interest income is estimated on earnings on projected fund balances from unrestricted reserves allocated to the wastewater system.
- [8] The forecast assumes that any deficiencies will be funded from available operating reserves.

Table 16
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
<u>Operating Expenses: [1]</u>							
1	Operating Expenses	\$7,423,743	\$8,778,175	\$9,772,570	\$10,457,282	\$11,084,316	\$11,578,569
2	Contingency - 0.00%	0	0	0	0	0	0
3	Bad Debt Expense - 0.00%	0	0	0	0	0	0
4	Other Adjustments	0	0	0	0	0	0
5	Total Operating Expenses	\$7,423,743	\$8,778,175 18%	\$9,772,570	\$10,457,282	\$11,084,316	\$11,578,569
<u>Debt Service Payments:</u>							
<u>Existing Debt Service: [2]</u>							
6	Water and Sewer Revenue Refunding Bonds, Series 2017	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133
7	Total Existing Debt Service Payments	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133
<u>Proposed Debt Service:</u>							
8	Additional Senior Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0
9	Additional Senior Lien Debt 2	0	0	0	0	0	0
10	Additional Senior Lien Debt 3	0	0	0	0	0	0
11	Additional Senior Lien Debt 4	0	0	0	0	0	0
12	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0
13	Additional Subordinate Lien Debt 2	0	0	0	0	0	0
14	Additional Subordinate Lien Debt 3	0	0	0	0	0	0
15	Additional Subordinate Lien Debt 4	0	0	0	0	0	0
16	Total Proposed Debt Service Payments	\$0	\$0	\$0	\$0	\$0	\$0
17	Total Annual Debt Service Payments	\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133
<u>Other Revenue Requirements:</u>							
18	Transfer to General Fund [3]	\$1,163,465	\$1,355,090	\$1,596,465	\$1,748,099	\$1,689,988	\$1,622,673
19	Capital Fund Transfer [4]	1,800,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
20	Capital Funded From Rates [5]	0	0	51,250	52,531	53,845	55,191
21	Transfer to Operating Reserves	0	0	0	0	0	0
22	Transfer to Required Renewal & Replacement Fund	0	0	0	0	0	0
23	Total Other Revenue Requirements	\$2,963,465	\$3,255,090	\$3,547,715	\$3,700,630	\$3,643,833	\$3,577,864
24	Gross Revenue Requirements	\$10,787,458	\$12,433,093	\$13,720,361	\$14,557,920	\$15,127,540	\$15,555,566
<u>Other Revenues and Financial Resources:</u>							
25	Other Operating Revenues	\$963,500	\$963,500	\$956,000	\$956,000	\$956,000	\$956,000
26	Unrestricted Interest Income [6]	132,230	108,758	76,539	58,824	62,170	66,327
27	Impact Fees Used for Debt Service Payments (See PFM Report)	331,319	331,858	332,062	332,007	331,495	331,281
28	Transfers from Operating Reserves	0	0	0	0	0	0
29	Total Other Revenues and Financial Resources	\$1,427,049	\$1,404,116	\$1,364,601	\$1,346,831	\$1,349,665	\$1,353,607
30	Net Revenue Requirements	\$9,360,409	\$11,028,977	\$12,355,760	\$13,211,089	\$13,777,875	\$14,201,959
<u>Revenue From Existing Water Rates:</u>							
31	Existing Rate Revenue	\$7,648,000	\$7,819,018	\$7,979,998	\$8,140,978	\$8,301,958	\$8,462,938
32	Prior Year Rate Adjustments	0	0	1,316,700	2,908,160	4,824,830	5,319,820
33	Total Rate Revenue Before Current Year Adjustment	\$7,648,000	\$7,819,018	\$9,296,698	\$11,049,138	\$13,126,788	\$13,782,758
34	Current Year Rate Adjustment - Water	Existing Rates Implemented					
35	Current Year Water Rate Adjustment	0.00%	16.50%	16.50%	16.50%	3.00%	3.00%
36	Effective Month	Oct.	Apr.	Oct.	Oct.	Oct.	Oct.
37	Percent of Current Year Effective	100%	50%	100%	100%	100%	100%
38	Total Revenue From Current Year Adjustments	\$0	\$645,069	\$1,533,955	\$1,823,108	\$393,804	\$413,483
39	Total Revenue From Rates	\$7,648,000	\$8,464,087	\$10,830,653	\$12,872,246	\$13,520,592	\$14,196,241
40	Revenue Surplus / (Deficiency) [7]	(\$1,712,409)	(\$2,564,890)	(\$1,525,106)	(\$338,843)	(\$257,283)	(\$5,718)
41	Revenue Surplus / (Deficiency) Percentage of Revenue	-22.39%	-30.30%	-14.08%	-2.63%	-1.90%	-0.04%
Index			4.53%	2.10%	2.10%	2.10%	2.10%

Table 16
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Revenue Requirements

Footnotes:

- [1] Amounts derived from the City's Fiscal Year 2022 Budget and are escalated as shown on Table 5.
- [2] Payment amounts shown were based on debt service schedules provided by City Staff.
- [3] Amount shown is a transfer to the City's General Fund and is based on 15% of the previous Fiscal Year's water revenues.
- [4] Amounts are transfers to a Capital Replacement Fund and are to be used for Renewal & Replacement related capital projects.
- [5] Amounts based on the proposed capital funding plan as shown in Table 10.
- [6] Interest income is estimated on earnings on projected fund balances from unrestricted reserves allocated to the water system.
- [7] The forecast assumes that any deficiencies will be funded from available operating reserves.

Table 17
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
<u>Year End Cash Balances Roll-Up:</u>									
1	Water Operating Account / Rate Stabilization Fund	(U)	(U)	\$738,662	\$865,701	\$967,291	\$1,036,026	\$1,082,736	\$1,117,806
2	Water Customer Deposits	(R)	(R)	0	0	0	0	0	0
3	Water Impact Fee Fund and Stabilization Account Balance	(R)	(R)	6,482,509	4,566,923	1,982,767	3,084,042	4,196,784	5,320,806
4	Emergency Reserve Fund	(U)	(U)	2,216,086	2,597,201	2,901,972	3,108,178	3,248,308	3,353,517
5	Capital Replacement Fund	(U)	(U)	9,224,296	5,729,771	1,865,803	1,505,502	2,073,537	2,009,844
6	Required Renewal and Replacement Fund	(R)	(U)	90,000	90,000	90,000	90,000	90,000	90,000
7	Total Ending Cash Balances			\$18,751,553	\$13,849,596	\$7,807,833	\$8,823,748	\$10,691,366	\$11,891,974
8	Emergency Funds			\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308	\$3,353,517
9	City Policy : 25% or 90 Days of Operating Net Operating Expenditures			\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308	\$3,353,517
10	Calculated Days of Available Cash (Net Expenditures)			90	90	90	90	90	90
11	Unrestricted Fund Balances			\$12,179,044	\$9,192,673	\$5,735,066	\$5,649,706	\$6,404,582	\$6,481,167
12	Target : 120 Days of Operating Net Operating Expenditures			\$2,954,781	\$3,462,935	\$3,869,297	\$4,144,237	\$4,331,078	\$4,471,356
13	Calculated Days of Available Unrestricted Cash (Net Expenditures)			495	319	178	164	177	174
<u>Water Operating Account / Rate Stabilization Fund</u>									
14	Beginning Balance			\$800,000	\$738,662	\$865,701	\$967,291	\$1,036,026	\$1,082,736
15	Transfers In - Revenues			7,648,000	8,464,087	10,830,653	12,872,246	13,520,592	14,196,241
16	Transfers In - Capital Replacement Fund			0	0	0	0	0	0
17	Transfers In - Impact Fee Fund			0	0	0	0	0	0
18	Transfers In - Operating Transfer			0	0	0	0	0	0
19	Transfers In - Required R&R Fund			0	0	0	0	0	0
20	Transfers In - Other			0	0	0	0	0	0
21	Transfers Out - Revenue Requirements			9,360,409	11,028,977	12,355,760	13,211,089	13,777,875	14,201,959
22	Transfers Out - Capital Improvements			0	0	0	0	0	0
23	Transfers Out (In) - Capital Replacement Fund Maint. 30 Days			(1,667,157)	(3,073,044)	(1,931,468)	(613,784)	(444,124)	(145,996)
24	Transfers Out (In) - Emergency Reserve Maint. 90 Days			16,086	381,115	304,771	206,206	140,130	105,209
25	Transfers Out - Operating Transfer			0	0	0	0	0	0
26	Transfers Out - Stormwater Fund			0	0	0	0	0	0
27	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
28	Interest Income		(U)	\$7,693	\$8,022	\$9,165	\$10,017	\$10,594	\$11,003
29	Recognition of Interest Income in Revenue Requirements			\$7,693	\$8,022	\$9,165	\$10,017	\$10,594	\$11,003
30	Ending Balance Before Adjustments			\$738,662	\$865,701	\$967,291	\$1,036,026	\$1,082,736	\$1,117,806
31	Adjustment to Actual (Increase in Net Liabilities)			0	0	0	0	0	0
32	Adjusted Ending Balance	(U)		\$738,662	\$865,701	\$967,291	\$1,036,026	\$1,082,736	\$1,117,806
33	Target Days of Available Cash: 30 Days of Net Operating Expenditures			738,695	865,734	967,324	1,036,059	1,082,769	1,117,839
34	Calculated Days of Available Cash (Net Operating Expenditures)			30	30	30	30	30	30
35	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
36	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
37	Amount Allocable to Water System			\$7,693	\$8,022	\$9,165	\$10,017	\$10,594	\$11,003
38	Amount Allocable to Wastewater System			0	0	0	0	0	0
<u>Water Customer Deposits</u>									
39	Beginning Balance			\$0	\$0	\$0	\$0	\$0	\$0
40	Transfers In			0	0	0	0	0	0
41	Transfers Out			0	0	0	0	0	0
42	Interest Rate			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
43	Interest Income		(R)	\$0	\$0	\$0	\$0	\$0	\$0
44	Recognition of Interest Income in Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0
45	Ending Balance	(R)		\$0	\$0	\$0	\$0	\$0	\$0
46	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
47	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
48	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
49	Amount Allocable to Wastewater System			0	0	0	0	0	0

Table 17
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
Water Impact Fee Fund and Stabilization Account Balance									
50	Beginning Balance			\$6,336,946	\$6,482,509	\$4,566,923	\$1,982,767	\$3,084,042	\$4,196,784
51	Transfers In			2,010,000	1,463,500	1,410,500	1,410,500	1,410,500	1,410,500
52	Deductions for Impact Fee Credits (Wellness Way)			(746,484)	0	0	0	0	0
53	Transfers Out - Expenses			13,825	2,200	2,310	2,426	2,486	2,548
54	Transfers Out - CIP			836,587	3,100,000	3,692,870	0	0	0
55	Transfers Out - Water Operating Fund			0	0	0	0	0	0
56	Transfers Out - Debt Payment			331,319	331,858	332,062	332,007	331,495	331,281
57	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
58	Interest Income		(R)	\$63,778	\$54,972	\$32,586	\$25,208	\$36,223	\$47,351
	Recognition of Interest Income								
59	in Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0
60	Ending Balance	(R)		\$6,482,509	\$4,566,923	\$1,982,767	\$3,084,042	\$4,196,784	\$5,320,806
61	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
62	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
63	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
64	Amount Allocable to Wastewater System			0	0	0	0	0	0
Emergency Reserve Fund									
65	Beginning Balance			\$2,200,000	\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308
66	Transfers In - Operating Fund			16,086	381,115	304,771	206,206	140,130	105,209
67	Transfers Out - Other			0	0	0	0	0	0
68	Transfers Out - Other			0	0	0	0	0	0
69	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
70	Interest Income		(U)	\$22,080	\$24,066	\$27,496	\$30,051	\$31,782	\$33,009
	Recognition of Interest Income								
71	in Revenue Requirements			\$22,080	\$24,066	\$27,496	\$30,051	\$31,782	\$33,009
72	Ending Balance	(U)		\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308	\$3,353,517
73	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
74	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
75	Amount Allocable to Water System			\$22,080	\$24,066	\$27,496	\$30,051	\$31,782	\$33,009
76	Amount Allocable to Wastewater System			0	0	0	0	0	0
77	Gross Revenue Requirements			\$10,787,458	\$12,433,093	\$13,720,361	\$14,557,920	\$15,127,540	\$15,555,566
78	Minus Capital Funded From Rates & Capital (R&R) Transfer			1,800,000	1,900,000	1,951,250	1,952,531	1,953,845	1,955,191
79	Net Operating Expenditures			\$8,987,458	\$10,533,093	\$11,769,111	\$12,605,389	\$13,173,695	\$13,600,375
80	City Policy - Days of Available Cash: 25% or 90 Days of Expenditures			\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308	\$3,353,517
81	Ending Balance From Above			\$2,216,086	\$2,597,201	\$2,901,972	\$3,108,178	\$3,248,308	\$3,353,517
82	Calculated Days of Available Cash (Net Operating Expenditures)			90	90	90	90	90	90
Capital Replacement Fund									
83	Beginning Balance			\$10,886,917	\$9,224,296	\$5,729,771	\$1,865,803	\$1,505,502	\$2,073,537
84	Transfers In - Annual Operations			1,800,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
85	Transfers In - Other			0	0	0	0	0	0
86	Transfers In - Fund 401			(1,667,157)	(3,073,044)	(1,931,468)	(613,784)	(444,124)	(145,996)
87	Transfers Out - CIP			1,795,464	2,321,481	3,832,500	1,646,517	887,841	1,817,697
88	Transfers Out - Fund 401			0	0	0	0	0	0
89	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
90	Interest Income		(U)	\$100,556	\$74,770	\$37,978	\$16,857	\$17,895	\$20,417
	Recognition of Interest Income								
91	in Revenue Requirements			\$100,556	\$74,770	\$37,978	\$16,857	\$17,895	\$20,417
92	Ending Balance	(U)		\$9,224,296	\$5,729,771	\$1,865,803	\$1,505,502	\$2,073,537	\$2,009,844
93	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
94	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
95	Amount Allocable to Water System			\$100,556	\$74,770	\$37,978	\$16,857	\$17,895	\$20,417
96	Amount Allocable to Wastewater System			0	0	0	0	0	0

Table 17
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Water System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
Required Renewal and Replacement Fund									
97	Beginning Balance			\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
98	Transfers In			0	0	0	0	0	0
99	Transfers Out - Operating Fund			0	0	0	0	0	0
100	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
101	Interest Income		(R)	\$900	\$900	\$900	\$900	\$900	\$900
102	Recognition of Interest Income in Revenue Requirements			\$900	\$900	\$900	\$900	\$900	\$900
103	Ending Balance	(R)		\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
104	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
105	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
106	Amount Allocable to Water System			\$900	\$900	\$900	\$900	\$900	\$900
107	Amount Allocable to Wastewater System			0	0	0	0	0	0
Debt Service Sinking Fund									
108	Annual Debt Service Payment			\$400,250	\$399,829	\$400,075	\$400,008	\$399,392	\$399,133
109	Average Balance	(R)		100,063	99,957	100,019	100,002	99,848	99,783
110	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
111	Interest Income		(U)	\$1,001	\$1,000	\$1,000	\$1,000	\$998	\$998
112	Recognition of Interest Income in Revenue Requirements			\$1,001	\$1,000	\$1,000	\$1,000	\$998	\$998
113	Percent Allocable to Water System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
114	Percent Allocable to Wastewater System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
115	Amount Allocable to Water System			\$1,001	\$1,000	\$1,000	\$1,000	\$998	\$998
116	Amount Allocable to Wastewater System			0	0	0	0	0	0
Interest Income:									
117	Unrestricted Interest Income - Water			\$132,230	\$108,758	\$76,539	\$58,824	\$62,170	\$66,327
118	Unrestricted Interest Income - Wastewater			0	0	0	0	0	0
119	Total Unrestricted Interest Income			\$132,230	\$108,758	\$76,539	\$58,824	\$62,170	\$66,327
120	Restricted Interest Income			\$63,778	\$54,972	\$32,586	\$25,208	\$36,223	\$47,351
121	Total Interest Income			\$196,009	\$163,730	\$109,124	\$84,032	\$98,393	\$113,678

Table 18
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Revenue Requirements

Line No. Description		Projected Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
<u>Operating Expenses: [1]</u>							
1	Operating Expenses	\$5,448,771	\$6,702,453	\$7,475,455	\$8,064,370	\$8,769,476	\$9,275,263
2	Contingency - 0.00%	0	0	0	0	0	0
3	Bad Debt Expense - 0.00%	0	0	0	0	0	0
4	Other Adjustments	0	0	0	22,184	23,834	25,593
5	Total Operating Expenses	\$5,448,771	\$6,702,453	\$7,475,455	\$8,086,554	\$8,793,310	\$9,300,856
<u>Debt Service Payments:</u>							
<u>Existing Debt Service: [2]</u>							
6	Water and Sewer Revenue Refunding Bonds, Series 2017	\$711,556	\$710,808	\$711,245	\$711,126	\$710,030	\$709,571
7	Total Existing Debt Service Payments	\$711,556	\$710,808	\$711,245	\$711,126	\$710,030	\$709,571
<u>Proposed Debt Service: [3]</u>							
8	Additional Senior Lien Debt 1	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247
9	Additional Senior Lien Debt 2	0	0	0	0	0	0
10	Additional Senior Lien Debt 3	0	0	0	0	0	0
11	Additional Senior Lien Debt 4	0	0	0	0	0	0
12	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0
13	Additional Subordinate Lien Debt 2	0	0	0	0	0	0
14	Additional Subordinate Lien Debt 3	0	0	0	0	0	0
15	Additional Subordinate Lien Debt 4	0	0	0	0	0	0
16	Total Proposed Debt Service Payments	\$0	\$364,933	\$1,918,967	\$2,084,167	\$2,084,107	\$2,084,247
17	Total Annual Debt Service Payments	\$711,556	\$1,075,741	\$2,630,212	\$2,795,293	\$2,794,137	\$2,793,818
<u>Other Revenue Requirements:</u>							
18	Transfer to General Fund [4]	\$1,293,077	\$1,579,410	\$1,524,814	\$1,547,578	\$1,568,522	\$1,578,924
19	Capital Fund Transfer [5]	1,500,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
20	Capital Funded From Rates [6]	0	0	51,250	52,531	53,845	55,191
21	Transfer to Operating Reserves	0	0	0	0	0	0
22	Transfer to Required Renewal & Replacement Fund	0	0	0	0	0	0
23	Total Other Revenue Requirements	\$2,793,077	\$3,379,410	\$3,376,064	\$3,400,110	\$3,422,367	\$3,434,115
24	Gross Revenue Requirements	\$8,953,404	\$11,157,604	\$13,481,731	\$14,281,956	\$15,009,813	\$15,528,788
<u>Other Revenues and Financial Resources:</u>							
25	Other Operating Revenues	\$1,000	\$0	\$0	\$0	\$0	\$0
26	Unrestricted Interest Income [7]	119,678	110,261	87,101	68,596	66,676	73,365
27	Impact Fees Used for Debt Service Payments (See PFM Report)	50% 589,258	772,437	1,549,817	1,632,318	1,631,378	1,631,067
28	Transfers from Operating Reserves	0	0	0	0	0	0
29	Total Other Revenues and Financial Resources	\$709,936	\$882,698	\$1,636,918	\$1,700,914	\$1,698,055	\$1,704,432
30	Net Revenue Requirements	\$8,243,469	\$10,274,906	\$11,844,813	\$12,581,042	\$13,311,758	\$13,824,356
<u>Revenue From Existing Wastewater Rates:</u>							
31	Existing Wastewater Rate Revenue	\$8,500,000	\$8,691,313	\$8,868,793	\$9,046,273	\$9,223,753	\$9,401,233
32	Prior Year Rate Adjustments	0	0	709,500	1,505,300	2,395,520	3,389,040
33	Total Rate Revenue Before Current Year Adjustment	\$8,500,000	\$8,691,313	\$9,578,293	\$10,551,573	\$11,619,273	\$12,790,273
<u>Current Year Rate Adjustment</u>							
		<u>Existing Rates Implemented</u>					
34	Current Year Wastewater Rate Adjustment	0.00%	8.00%	8.00%	8.00%	8.00%	8.00%
35	Effective Month	Oct.	Apr.	Oct.	Oct.	Oct.	Oct.
36	Percent of Current Year Effective	100%	50%	100%	100%	100%	100%
37	Total Revenue From Current Year Adjustments	\$0	\$347,653	\$766,263	\$844,126	\$929,542	\$1,023,222
38	Total Revenue From Rates	\$8,500,000	\$9,038,966	\$10,344,556	\$11,395,699	\$12,548,815	\$13,813,495
39	Revenue Surplus / (Deficiency) [8]	\$256,531	(\$1,235,941)	(\$1,500,256)	(\$1,185,343)	(\$762,944)	(\$10,861)
40	Revenue Surplus / (Deficiency) Percentage of Revenue	3.02%	-13.67%	-14.50%	-10.40%	-6.08%	-0.08%
Index			4.53%	2.10%	2.10%	2.10%	2.10%

Table 18
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Revenue Requirements

Footnotes:

-
- [1] Amounts derived from the City's Fiscal Year 2022 Budget and are escalated as shown on Table 6.
 - [2] Payment amounts shown were based on debt service schedules provided by City Staff.
 - [3] The proposed debt is based upon information provided by the City's Financial Advisor.
 - [4] Amount shown is a transfer to the City's General Fund and is based on 15% of the previous Fiscal Year's wastewater revenues.
 - [5] Amounts are transfers to a Capital Replacement Fund and are to be used for Renewal & Replacement related capital projects.
 - [6] Amounts based on the proposed capital funding plan as shown in Table 10.
 - [7] Interest income is estimated on earnings on projected fund balances from unrestricted reserves allocated to the wastewater system.
 - [8] The forecast assumes that any deficiencies will be funded from available operating reserves.

Table 19
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
<u>Year End Cash Balances Roll-Up:</u>									
1	Wastewater Operating Account / Rate Stabilization Fund	(U)	(U)	\$612,609	\$769,118	\$955,930	\$1,021,597	\$1,081,312	\$1,123,857
2	Wastewater Customer Deposits	(R)	(R)	0	0	0	0	0	0
3	Wastewater Impact Fee Fund and Stabilization Account Balance	(R)	(R)	19,141,035	17,712,650	1,669,572	2,325,614	3,127,551	3,937,599
4	Emergency Reserve Fund	(U)	(U)	1,837,826	2,307,355	2,867,790	3,064,790	3,243,937	3,371,572
5	Capital Replacement Fund	(U)	(U)	9,301,945	6,365,466	2,519,504	1,571,891	1,634,679	2,500,673
6	Required Renewal and Replacement Fund	(R)	(U)	160,000	160,000	160,000	160,000	160,000	160,000
7	Total Ending Cash Balances			\$31,053,415	\$27,314,589	\$8,172,796	\$8,143,891	\$9,247,480	\$11,093,701
8	Emergency Funds			\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937	\$3,371,572
9	City Policy : 90 Days of Operating Net Operating Expenditures			\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937	\$3,371,572
10	Calculated Days of Available Cash (Net Expenditures)			90	90	90	90	90	90
11	Unrestricted Fund Balances			\$11,752,380	\$9,441,939	\$6,343,224	\$5,658,278	\$5,959,929	\$6,996,102
12	Target : 120 Days of Operating Net Operating Expenditures			\$2,450,434	\$3,076,473	\$3,823,720	\$4,086,386	\$4,325,250	\$4,495,429
13	Calculated Days of Available Unrestricted Cash (Net Expenditures)			576	368	199	166	165	187
<u>Wastewater Operating Account / Rate Stabilization Fund</u>									
14	Beginning Balance			\$600,000	\$612,609	\$769,118	\$955,930	\$1,021,597	\$1,081,312
15	Transfers In - Revenues			8,500,000	9,038,966	10,344,556	11,395,699	12,548,815	13,813,495
16	Transfers In - Capital Replacement Fund			0	0	0	0	0	0
17	Transfers In - Impact Fee Fund			0	0	0	0	0	0
18	Transfers In - Operating Transfer			0	0	0	0	0	0
19	Transfers In - Required R&R Fund			0	0	0	0	0	0
20	Transfers In - Other			0	0	0	0	0	0
21	Transfers Out - Revenue Requirements			8,243,469	10,274,906	11,844,813	12,581,042	13,311,758	13,824,356
22	Transfers Out - Capital Improvements			0	0	0	0	0	0
23	Transfers Out (In) - Capital Replacement Fund Maint. 30 Days			206,097	(1,861,979)	(2,247,503)	(1,448,010)	(1,001,807)	(181,041)
24	Transfers Out (In) - Emergency Reserve Maint. 90 Days			37,826	469,529	560,435	197,000	179,148	127,635
25	Transfers Out - Operating Transfer			0	0	0	0	0	0
26	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
27	Interest Income		(U)	\$6,063	\$6,909	\$8,625	\$9,888	\$10,515	\$11,026
28	Recognition of Interest Income in Revenue Requirements			\$6,063	\$6,909	\$8,625	\$9,888	\$10,515	\$11,026
29	Ending Balance Before Adjustments			\$612,609	\$769,118	\$955,930	\$1,021,597	\$1,081,312	\$1,123,857
30	Adjustment to Actual			0	0	0	0	0	0
31	Ending Balance	(U)		\$612,609	\$769,118	\$955,930	\$1,021,597	\$1,081,312	\$1,123,857
32	Target Days of Available Cash: 30 Days of Net Operating Expenditures			612,609	769,118	955,930	1,021,597	1,081,312	1,123,857
33	Calculated Days of Available Cash (Net Operating Expenditures)			30	30	30	30	30	30
34	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
35	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
36	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
37	Amount Allocable to Wastewater System			6,063	6,909	8,625	9,888	10,515	11,026
<u>Wastewater Customer Deposits</u>									
38	Beginning Balance			\$0	\$0	\$0	\$0	\$0	\$0
39	Transfers In			0	0	0	0	0	0
40	Transfers Out			0	0	0	0	0	0
41	Interest Rate			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
42	Interest Income		(R)	\$0	\$0	\$0	\$0	\$0	\$0
43	Recognition of Interest Income in Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0
44	Ending Balance	(R)		\$0	\$0	\$0	\$0	\$0	\$0
45	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
46	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
47	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
48	Amount Allocable to Wastewater System			0	0	0	0	0	0

Table 19
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
Wastewater Impact Fee Fund and Stabilization Account Balance									
49	Beginning Balance			\$19,228,574	\$19,141,035	\$17,712,650	\$1,669,572	\$2,325,614	\$3,127,551
50	Transfers In			3,996,000	2,368,500	2,415,000	2,415,000	2,415,000	2,415,000
51	Deductions for Impact Fee Credits (Wellness Way)			(3,034,106)	0	0	0	0	0
52	Transfers Out - Expenses			19,660	7,800	8,190	8,600	8,814	9,035
53	Transfers Out - CIP			631,409	3,200,000	16,996,500	137,917	0	0
54	Transfers Out - Operating Reserve Fund			0	0	0	0	0	0
55	Transfers Out - Debt Payment			589,258	772,437	1,549,817	1,632,318	1,631,378	1,631,067
56	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
57	Interest Income		(R)	\$190,894	\$183,352	\$96,429	\$19,877	\$27,130	\$35,150
	Recognition of Interest Income in Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0
58				\$0	\$0	\$0	\$0	\$0	\$0
59	Ending Balance		(R)	\$19,141,035	\$17,712,650	\$1,669,572	\$2,325,614	\$3,127,551	\$3,937,599
60	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
61	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
62	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
63	Amount Allocable to Wastewater System			0	0	0	0	0	0
Emergency Reserve Fund									
64	Beginning Balance			\$1,800,000	\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937
65	Transfers In - Operating Fund			37,826	469,529	560,435	197,000	179,148	127,635
66	Transfers Out - Other			0	0	0	0	0	0
67	Transfers Out - Other			0	0	0	0	0	0
68	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
69	Interest Income		(U)	\$18,189	\$20,726	\$25,876	\$29,663	\$31,544	\$33,078
	Recognition of Interest Income in Revenue Requirements			\$18,189	\$20,726	\$25,876	\$29,663	\$31,544	\$33,078
70				\$18,189	\$20,726	\$25,876	\$29,663	\$31,544	\$33,078
71	Ending Balance		(U)	\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937	\$3,371,572
72	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
73	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
74	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
75	Amount Allocable to Wastewater System			18,189	20,726	25,876	29,663	31,544	33,078
76	Gross Revenue Requirements			\$8,953,404	\$11,157,604	\$13,481,731	\$14,281,956	\$15,009,813	\$15,528,788
77	Minus Capital Funded From Rates & Capital (R&R) Transfer			1,500,000	1,800,000	1,851,250	1,852,531	1,853,845	1,855,191
78	Net Operating Expenditures			\$7,453,404	\$9,357,604	\$11,630,481	\$12,429,425	\$13,155,968	\$13,673,598
79	City Policy - Days of Available Cash: 90 Days of Expenditures			\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937	\$3,371,572
80	Ending Balance From Above			\$1,837,826	\$2,307,355	\$2,867,790	\$3,064,790	\$3,243,937	\$3,371,572
81	Calculated Days of Available Cash (Net Operating Expenditures)			90	90	90	90	90	90
Capital Replacment Fund									
82	Beginning Balance			\$9,107,349	\$9,301,945	\$6,365,466	\$2,519,504	\$1,571,891	\$1,634,679
83	Transfers In - Annual Operations			1,500,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
84	Transfers In - Other			0	0	0	0	0	0
85	Transfers In - Fund 401			206,097	(1,861,979)	(2,247,503)	(1,448,010)	(1,001,807)	(181,041)
86	Transfers Out - CIP			1,511,500	2,874,500	3,398,459	1,299,603	735,405	752,965
87	Transfers Out - Fund 401			0	0	0	0	0	0
88	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
89	Interest Income		(U)	\$92,046	\$78,337	\$44,425	\$20,457	\$16,033	\$20,677
	Recognition of Interest Income in Revenue Requirements			\$92,046	\$78,337	\$44,425	\$20,457	\$16,033	\$20,677
90				\$92,046	\$78,337	\$44,425	\$20,457	\$16,033	\$20,677
91	Ending Balance		(U)	\$9,301,945	\$6,365,466	\$2,519,504	\$1,571,891	\$1,634,679	\$2,500,673
92	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
93	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
94	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
95	Amount Allocable to Wastewater System			92,046	78,337	44,425	20,457	16,033	20,677

Table 19
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Wastewater System Unappropriated Working Capital Balances and Interest Income

Line No.	Description	Investment Reference		Projected Fiscal Year Ending September 30,					
		Cash Balance	Interest Income	2022	2023	2024	2025	2026	2027
Required Renewal and Replacement Fund									
96	Beginning Balance			\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
97	Transfers In			0	0	0	0	0	0
98	Transfers Out - Operating Fund			0	0	0	0	0	0
99	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
100	Interest Income		(U)	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
101	Recognition of Interest Income in Revenue Requirements			\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
102	Ending Balance		(R)	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
103	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
104	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
105	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
106	Amount Allocable to Wastewater System			1,600	1,600	1,600	1,600	1,600	1,600
Debt Service Sinking Fund									
107	Annual Debt Service Payment			\$711,556	\$1,075,741	\$2,630,212	\$2,795,293	\$2,794,137	\$2,793,818
108	Average Balance		(R)	177,889	268,935	657,553	698,823	698,534	698,454
109	Interest Rate			1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
110	Interest Income		(U)	\$1,779	\$2,689	\$6,576	\$6,988	\$6,985	\$6,985
111	Recognition of Interest Income in Revenue Requirements			\$1,779	\$2,689	\$6,576	\$6,988	\$6,985	\$6,985
112	Percent Allocable to Water System			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
113	Percent Allocable to Wastewater System			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
114	Amount Allocable to Water System			\$0	\$0	\$0	\$0	\$0	\$0
115	Amount Allocable to Wastewater System			1,779	2,689	6,576	6,988	6,985	6,985
Interest Income:									
116	Unrestricted Interest Income - Water			\$0	\$0	\$0	\$0	\$0	\$0
117	Unrestricted Interest Income - Wastewater			119,678	110,261	87,101	68,596	66,676	73,365
118	Total Unrestricted Interest Income			\$119,678	\$110,261	\$87,101	\$68,596	\$66,676	\$73,365
119	Restricted Interest Income			\$190,894	\$183,352	\$96,429	\$19,877	\$27,130	\$35,150
120	Total Interest Income			\$310,571	\$293,613	\$183,530	\$88,472	\$93,807	\$108,515

Table 20
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Debt Service Coverage Compliance

		Projected Fiscal Year Ending September 30,					
Line No.	Description	2022	2023	2024	2025	2026	2027
<u>Gross Revenues:</u>							
<u>Rate Revenues</u>							
1	Revenues at Existing Rates	\$16,148,000	\$16,510,331	\$16,848,791	\$17,187,251	\$17,525,711	\$17,864,171
2	Revenues From Rate Adjustments	0	992,722	4,326,419	7,080,694	8,543,695	10,145,565
3	Subtotal Rate Revenues	\$16,148,000	\$17,503,053	\$21,175,210	\$24,267,945	\$26,069,406	\$28,009,736
<u>Revenues From Other Sources:</u>							
4	Other Operating Revenues	\$964,500	\$963,500	\$956,000	\$956,000	\$956,000	\$956,000
5	Unrestricted Interest Income	251,908	219,019	163,640	127,420	128,846	139,691
6	Subtotal Revenues from Other Sources	\$1,216,408	\$1,182,519	\$1,119,640	\$1,083,420	\$1,084,846	\$1,095,691
7	Total Gross Revenues	\$17,364,408	\$18,685,572	\$22,294,850	\$25,351,364	\$27,154,253	\$29,105,427
<u>Cost of Operation and Maintenance:</u>							
8	Water System Cost of Operation and Maintenance	\$7,423,743	\$8,778,175	\$9,772,570	\$10,457,282	\$11,084,316	\$11,578,569
9	Wastewater System Cost of Operation and Maintenance	5,448,771	6,702,453	7,475,455	8,086,554	8,793,310	9,300,856
10	Total Costs of Operation and Maintenance	\$12,872,514	\$15,480,628	\$17,248,026	\$18,543,835	\$19,877,625	\$20,879,425
11	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
12	Balance in Rate Stabilization Fund (Assumes New 30 Day Policy)	1,351,271	1,634,819	1,923,221	2,057,623	2,164,049	2,241,663
13	Impact Fee Current Account Balance (Debt Service Component)	920,577	1,104,295	1,881,879	1,964,325	1,962,873	1,962,348
<u>Annual Debt Service Requirements:</u>							
<u>Senior Lien Bond Service Requirements</u>							
14	Water and Sewer Revenue Refunding Bonds, Series 2017	1,111,807	1,110,637	1,111,320	1,111,135	1,109,421	1,108,705
15	Additional Senior Lien Debt 1	0	364,933	1,918,967	2,084,167	2,084,107	2,084,247
16	Additional Senior Lien Debt 2	0	0	0	0	0	0
17	Additional Senior Lien Debt 3	0	0	0	0	0	0
18	Additional Senior Lien Debt 4	0	0	0	0	0	0
19	Total Senior Lien Bond Service Requirements	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
<u>Subordinate Lien Debt Service Requirements</u>							
20	Additional Subordinate Lien Debt 1	\$0	\$0	\$0	\$0	\$0	\$0
21	Additional Subordinate Lien Debt 2	0	0	0	0	0	0
22	Additional Subordinate Lien Debt 3	0	0	0	0	0	0
23	Additional Subordinate Lien Debt 4	0	0	0	0	0	0
24	Total Subordinate Lien Bond Service Requirements	\$0	\$0	\$0	\$0	\$0	\$0
25	Total Annual Debt Service Requirements	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
<u>All-In-Debt Service Coverage:</u>							
26	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
27	Total Debt Service Payments	1,111,807	1,475,570	3,030,287	3,195,301	3,193,528	3,192,951
28	Calculated Ratio	404.02%	217.20%	166.55%	213.05%	227.86%	257.63%
29	Target Coverage Ratio - 150.00%	150.00%	150.00%	150.00%	150.00%	150.00%	150.00%

Table 20
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Projection of Debt Service Coverage Compliance

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
<u>Senior Lien Test:</u>							
<u>Test A</u>							
Part I							
30	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
31	Rate Stabilization Fund Balance	1,351,271	1,634,819	1,923,221	2,057,623	2,164,049	2,241,663
32	Subtotal	\$5,843,165	\$4,839,763	\$6,970,045	\$8,865,152	\$9,440,676	\$10,467,666
33	Total Senior Lien Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
34	Calculated Ratio	525.56%	327.99%	230.01%	277.44%	295.62%	327.84%
35	Minimum Required Coverage Ratio - 110.00%	110.00%	110.00%	110.00%	110.00%	110.00%	110.00%
Part II							
36	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
37	Total Senior Lien Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
38	Plus Required Renewal and Replacement Fund Balance	0	0	0	0	0	0
39	Plus Required Debt Service Reserve / Insurance Balance	0	0	0	0	0	0
40	Total	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
41	Calculated Ratio	404.02%	217.20%	166.55%	213.05%	227.86%	257.63%
42	Minimum Required Coverage Ratio - 100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
OR							
<u>Test B</u>							
Part I							
43	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
44	Impact Fee Current Account Balance	920,577	1,104,295	1,881,879	1,964,325	1,962,873	1,962,348
45	Rate Stabilization Fund Balance	1,351,271	1,634,819	1,923,221	2,057,623	2,164,049	2,241,663
46	Subtotal	\$6,763,742	\$5,944,058	\$8,851,924	\$10,829,477	\$11,403,549	\$12,430,014
47	Total Senior Lien Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
48	Calculated Ratio	608.36%	402.83%	292.12%	338.92%	357.08%	389.30%
49	Minimum Required Coverage Ratio - 120.00%	120.00%	120.00%	120.00%	120.00%	120.00%	120.00%
Part II							
50	Net Revenues	\$4,491,894	\$3,204,944	\$5,046,824	\$6,807,529	\$7,276,627	\$8,226,002
51	Total Senior Lien Debt Service Payments	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
52	Plus Required Renewal and Replacement Fund Balance	0	0	0	0	0	0
53	Plus Required Debt Service Reserve / Insurance Balance	0	0	0	0	0	0
54	Total	\$1,111,807	\$1,475,570	\$3,030,287	\$3,195,301	\$3,193,528	\$3,192,951
55	Calculated Ratio	404.02%	217.20%	166.55%	213.05%	227.86%	257.63%
56	Minimum Required Coverage Ratio - 100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
<u>Subordinate Lien Debt Service Coverage:</u>							
57	Net Revenues After Senior Lien Debt Payment (W/Coverage)	\$3,213,316	\$1,508,038	\$1,561,995	\$3,132,933	\$3,604,070	\$4,554,108
58	Subordinate Lien Debt Service Requirements	0	0	0	0	0	0
	Calculated Ratio	N/A	N/A	N/A	N/A	N/A	N/A
59	Minimum Required Coverage Ratio - 115.00%	115.00%	115.00%	115.00%	115.00%	115.00%	115.00%
60	Net Revenues After Payment of Debt Service	\$3,380,087	\$1,729,374	\$2,016,538	\$3,612,228	\$4,083,099	\$5,033,051
61	Use of Impact Fees for Debt Service Payments	920,577	1,104,295	1,881,879	1,964,325	1,962,873	1,962,348
62	Subtotal	\$4,300,664	\$2,833,669	\$3,898,417	\$5,576,553	\$6,045,972	\$6,995,399
<u>Less Other Payments and Transfers from Rates:</u>							
63	Transfer to General Fund	\$2,456,542	\$2,934,500	\$3,121,279	\$3,295,677	\$3,258,510	\$3,201,597
64	Capital Fund Transfer	3,300,000	3,700,000	3,700,000	3,700,000	3,700,000	3,700,000
65	Capital Funded From Rates	0	0	102,500	105,063	107,689	110,381
66	Net Transfer to/ (from) Operating Reserves	0	0	0	0	0	0
67	Net Amount Available for Other Utility System Purposes	(\$1,455,878)	(\$3,800,831)	(\$3,025,362)	(\$1,524,187)	(\$1,020,227)	(\$16,579)

Table 21
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Inside City [1]

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30,				
			2023	2024	2025	2026	2027
	Effective Date		Apr. 1, 2023	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026
Potable Water Service							
1	Proposed Potable Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
Residential - Single Unit							
2	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
3	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
4	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
5	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
6	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Residential - Multi Unit - Individually Metered							
7	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
8	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
9	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
10	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
11	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
Residential - Multi Unit - Master Metered							
	Monthly Base Charge per meter (Applies when three or more units are serviced by one meter and the meter is not connected to an irrigation system) [2]						
12		\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (1,000 gallons)						
13	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
14	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
15	21,000 - 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
16	Over 30,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
Non-Residential - Single Unit							
17	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
18	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
19	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
20	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
21	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Non-Residential - Multi Unit - Individually Metered							
22	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
23	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
24	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
25	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
26	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Non-Residential - Multi Unit - Master Metered							
27	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
28	1,000 - 10,000 Gallons	\$1.23	\$1.43	\$1.67	\$1.95	\$2.01	\$2.07
29	11,000 - 20,000 Gallons	1.60	1.86	2.17	2.53	2.61	2.69
30	21,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
31	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63

Table 21
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Inside City [1]

Line No.	Description	Existing	Proposed for Fiscal Year Ending September 30,				
		2023	2023	2024	2025	2026	2027
Irrigation Water Service							
32	Proposed Irrigation Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
33	Monthly Base Charge per meter	\$6.14	\$7.15	\$8.33	\$9.70	\$9.99	\$10.29
	Monthly Variable Charge per meter (per 1,000 gallons)						
34	1,000 - 10,000 Gallons	\$1.60	\$1.86	\$2.17	\$2.53	\$2.61	\$2.69
35	11,000 - 30,000 Gallons	2.47	2.88	3.36	3.91	4.03	4.15
36	Over 30,000 Gallons	3.36	3.91	4.56	5.31	5.47	5.63
Sewer Service							
37	Proposed Sewer Rate Adjustment	N/A	8.00%	8.00%	8.00%	8.00%	8.00%
Residential - Single Unit							
38	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
39	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
40	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
41	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
42	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
43	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
44	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
45	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
46	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
47	Maximum gallons subject to variable charge	16,000	16,000	16,000	16,000	16,000	16,000
Residential - Multi Unit - Individually Metered							
48	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
49	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
50	Maximum gallons subject to variable charge	13,000	13,000	13,000	13,000	13,000	13,000
Residential - Multi Unit - Master Metered							
51	Monthly Base Charge per unit	\$14.30	\$15.44	\$16.68	\$18.01	\$19.45	\$21.01
52	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
53	Maximum gallons subject to variable charge per unit	13,000	13,000	13,000	13,000	13,000	13,000
Non-Residential - Single Unit							
54	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
55	Monthly Base Charge per meter (1" meter)	44.61	48.18	52.03	56.19	60.69	65.55
56	Monthly Base Charge per meter (1 1/2" meter)	89.22	96.36	104.07	112.40	121.39	131.10
57	Monthly Base Charge per meter (2" meter)	142.77	154.19	166.53	179.85	194.24	209.78
58	Monthly Base Charge per meter (3" meter)	285.54	308.38	333.05	359.69	388.47	419.55
59	Monthly Base Charge per meter (4" meter)	446.15	481.84	520.39	562.02	606.98	655.54
60	Monthly Base Charge per meter (6" meter)	892.37	963.76	1,040.86	1,124.13	1,214.06	1,311.18
61	Monthly Base Charge per meter (8" meter)	1,427.72	1,541.94	1,665.30	1,798.52	1,942.40	2,097.79
62	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
63	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Individually Metered							
64	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
65	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
66	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Master Metered							
67	Monthly Base Charge per unit	\$17.83	\$19.26	\$20.80	\$22.46	\$24.26	\$26.20
68	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.35	\$2.54	\$2.74	\$2.96	\$3.20	\$3.46
69	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max

Footnotes:

[1] Customers outside the City limits subject to a 25% surcharge.

[2] Applies when three (3) or more units are serviced by one meter and the meter is not connected to an irrigation system.

Table 22
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Outside City [1]

Line No.	Description	Existing 2023	Proposed for Fiscal Year Ending September 30,				
			2023	2024	2025	2026	2027
	Effective Date		Apr. 1, 2023	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026
	Potable Water Service						
1	Proposed Potable Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
	<u>Residential - Single Unit</u>						
2	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
3	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
4	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
5	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
6	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	<u>Residential - Multi Unit - Individually Metered</u>						
7	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
8	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
9	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
10	21,000 - 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
11	Over 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
	<u>Residential - Multi Unit - Master Metered</u>						
	Monthly Base Charge per meter (Applies when three or more units are serviced by one meter and the meter is not connected to an irrigation system) [2]	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (1,000 gallons)						
13	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
14	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
15	21,000 - 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
16	Over 30,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
	<u>Non-Residential - Single Unit</u>						
17	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
18	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
19	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
20	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
21	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	<u>Non-Residential - Multi Unit - Individually Metered</u>						
22	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
23	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
24	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
25	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
26	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	<u>Non-Residential - Multi Unit - Master Metered</u>						
27	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
28	1,000 - 10,000 Gallons	\$1.54	\$1.79	\$2.09	\$2.43	\$2.50	\$2.58
29	11,000 - 20,000 Gallons	2.00	2.33	2.71	3.16	3.25	3.35
30	21,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
31	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05
	Irrigation Water Service						
32	Proposed Irrigation Water Rate Adjustment	N/A	16.50%	16.50%	16.50%	3.00%	3.00%
33	Monthly Base Charge per meter	\$7.68	\$8.95	\$10.43	\$12.15	\$12.51	\$12.89
	Monthly Variable Charge per meter (per 1,000 gallons)						
34	1,000 - 10,000 Gallons	\$2.00	\$2.33	\$2.71	\$3.16	\$3.25	\$3.35
35	11,000 - 30,000 Gallons	3.08	3.59	4.18	4.87	5.02	5.17
36	Over 30,000 Gallons	4.20	4.89	5.70	6.64	6.84	7.05

Table 22
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Summary of Existing and Proposed Rates - Outside City [1]

Line No.	Description	Existing	Proposed for Fiscal Year Ending September 30,				
		2023	2023	2024	2025	2026	2027
Sewer Service							
37	Proposed Sewer Rate Adjustment	N/A	8.00%	8.00%	8.00%	8.00%	8.00%
Residential - Single Unit							
38	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
39	Monthly Base Charge per meter (1" meter)	55.77	60.23	65.05	70.25	75.87	81.94
40	Monthly Base Charge per meter (1 1/2" meter)	111.52	120.44	130.08	140.49	151.73	163.87
41	Monthly Base Charge per meter (2" meter)	178.46	192.74	208.16	224.81	242.79	262.21
42	Monthly Base Charge per meter (3" meter)	356.92	385.47	416.31	449.61	485.58	524.43
43	Monthly Base Charge per meter (4" meter)	557.69	602.31	650.49	702.53	758.73	819.43
44	Monthly Base Charge per meter (6" meter)	1,115.46	1,204.70	1,301.08	1,405.17	1,517.58	1,638.99
45	Monthly Base Charge per meter (8" meter)	1,784.65	1,927.42	2,081.61	2,248.14	2,427.99	2,622.23
46	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
47	Maximum gallons subject to variable charge	16,000	16,000	16,000	16,000	16,000	16,000
Residential - Multi Unit - Individually Metered							
48	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$17.87	\$19.30	\$20.84	\$22.51	\$24.31	\$26.25
49	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
50	Maximum gallons subject to variable charge	13,000	13,000	13,000	13,000	13,000	13,000
Residential - Multi Unit - Master Metered							
51	Monthly Base Charge per unit	\$17.87	\$19.30	\$20.84	\$22.51	\$24.31	\$26.25
52	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
53	Maximum gallons subject to variable charge per unit	13,000	13,000	13,000	13,000	13,000	13,000
Non-Residential - Single Unit							
54	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
55	Monthly Base Charge per meter (1" meter)	55.77	60.23	65.05	70.25	75.87	81.94
56	Monthly Base Charge per meter (1 1/2" meter)	111.52	120.44	130.08	140.49	151.73	163.87
57	Monthly Base Charge per meter (2" meter)	178.46	192.74	208.16	224.81	242.79	262.21
58	Monthly Base Charge per meter (3" meter)	356.92	385.47	416.31	449.61	485.58	524.43
59	Monthly Base Charge per meter (4" meter)	557.69	602.31	650.49	702.53	758.73	819.43
60	Monthly Base Charge per meter (6" meter)	1,115.46	1,204.70	1,301.08	1,405.17	1,517.58	1,638.99
61	Monthly Base Charge per meter (8" meter)	1,784.65	1,927.42	2,081.61	2,248.14	2,427.99	2,622.23
62	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
63	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Individually Metered							
64	Monthly Base Charge per meter (5/8" x 3/4" meter)	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
65	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
66	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max
Non-Residential - Multi Unit - Master Metered							
67	Monthly Base Charge per unit	\$22.29	\$24.07	\$26.00	\$28.08	\$30.33	\$32.76
68	Monthly Variable Charge per meter (per 1,000 gallons)	\$2.94	\$3.18	\$3.43	\$3.70	\$4.00	\$4.32
69	Maximum gallons subject to variable charge	No Max	No Max	No Max	No Max	No Max	No Max

Footnotes:

- [1] Amounts include the 25% outside City surcharge.
[2] Applies when three (3) or more units are serviced by one meter and the meter is not connected to an irrigation system.

Table 23
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Page 1 of 1

Comparison of Typical Monthly Residential Bills For Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	4,000 Gallons	7,000 Gallons	10,000 Gallons	12,000 Gallons	15,000 Gallons	30,000 Gallons	50,000 Gallons
City of Clermont, Florida									
1	Existing Rates	\$6.14	\$11.06	\$14.75	\$18.44	\$21.64	\$26.44	\$59.14	\$126.34
2	Proposed Rates - FY23 (April 2023)	7.15	12.87	17.16	21.45	25.17	30.75	68.85	147.05
3	Proposed Rates - FY24	8.33	15.01	20.02	25.03	29.37	35.88	80.33	171.53
4	Proposed Rates - FY25	9.70	17.50	23.35	29.20	34.26	41.85	93.60	199.80
5	Proposed Rates - FY26	9.99	18.03	24.06	30.09	35.31	43.14	96.49	205.89
6	Proposed Rates - FY27	10.29	18.57	24.78	30.99	36.37	44.44	99.39	211.99
Other Neighboring Utilities:									
7	Mount Dora	\$11.08	\$18.81	\$24.60	\$32.38	\$40.10	\$51.70	\$138.86	\$293.41
8	Fruitland Park	17.10	29.22	38.31	53.46	65.58	83.76	235.26	477.66
9	Howey-in-the-Hills	31.36	31.36	36.38	44.15	49.65	58.13	115.03	716.38
10	Montverde	16.45	21.95	38.45	56.12	69.46	89.47	201.22	358.02
11	Mascotte	28.00	38.00	51.00	66.00	78.00	96.00	349.00	549.00
12	City of Eustis	11.76	21.60	28.98	37.56	43.68	52.86	111.36	307.56
13	City of Groveland	11.80	11.80	21.07	30.34	36.52	45.79	92.14	153.94
14	Town of Lady Lake	14.84	27.16	38.02	50.92	59.52	72.42	136.92	222.92
15	City of Leesburg	10.59	15.27	19.56	24.58	28.69	34.85	76.22	170.06
16	City of Minneola	7.00	10.70	16.55	22.55	26.55	34.05	76.55	146.55
17	City of Tavares	17.39	23.36	29.21	38.63	44.91	55.42	118.87	203.47
18	City of Umatilla	12.79	23.71	33.26	43.49	51.67	63.94	159.39	295.79
19	City of Winter Garden	6.18	10.31	13.41	16.51	19.06	22.88	45.88	76.56
20	Other Neighboring Utilities' Average	\$15.10	\$21.79	\$29.91	\$39.75	\$47.18	\$58.56	\$142.82	\$305.49

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect December 2022 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Utility is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months.

Table 24
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Comparison of Typical Monthly Residential Bills For Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	4,000 Gallons	7,000 Gallons	10,000 Gallons	12,000 Gallons	15,000 Gallons	30,000 Gallons	50,000 Gallons
City of Clermont, Florida									
1	Existing Rates	\$17.83	\$27.23	\$34.28	\$41.33	\$46.03	\$53.08	\$55.43	\$55.43
2	Proposed Rates - FY23 (April 2023)	19.26	29.42	37.04	44.66	49.74	57.36	59.90	59.90
3	Proposed Rates - FY24	20.80	31.76	39.98	48.20	53.68	61.90	64.64	64.64
4	Proposed Rates - FY25	22.46	34.30	43.18	52.06	57.98	66.86	69.82	69.82
5	Proposed Rates - FY26	24.26	37.06	46.66	56.26	62.66	72.26	75.46	75.46
6	Proposed Rates - FY27	26.20	40.04	50.42	60.80	67.72	78.10	81.56	81.56
Other Neighboring Utilities:									
7	City of Mount Dora	\$29.96	\$54.46	\$72.83	\$84.94	\$84.94	\$84.94	\$84.94	\$84.94
8	City of Fruitland Park	25.00	46.04	61.82	77.60	77.60	77.60	77.60	77.60
4	Howey-in-the-Hills - Septic								
5	Town of Montverde - Septic								
6	City of Mascotte - Septic								
9	City of Eustis	27.67	41.51	51.89	62.27	62.27	62.27	62.27	62.27
10	City of Groveland	29.92	29.92	36.85	43.78	48.40	55.33	89.98	136.18
11	Town of Lady Lake	19.78	36.62	49.25	61.88	70.30	82.93	146.08	230.28
12	City of Leesburg	26.38	33.69	39.17	44.65	48.31	53.79	55.09	55.09
13	City of Minneola	15.40	30.24	41.37	52.50	59.92	71.05	71.05	71.05
14	City of Tavares	24.40	41.12	53.66	66.20	74.56	82.92	82.92	82.92
15	City of Umatilla	25.81	47.13	63.12	79.11	89.77	105.76	132.41	132.41
16	City of Winter Garden	8.84	22.70	33.09	43.48	43.48	43.48	43.48	43.48
17	Other Neighboring Utilities' Average	\$23.32	\$38.34	\$50.31	\$61.64	\$65.96	\$72.01	\$84.58	\$97.62

Footnotes:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect December 2022 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility

[2] Utility is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months

Table 25
City of Clermont, Florida
Water and Wastewater Revenue Sufficiency Study

Comparison of Typical Monthly Residential Bills For Combined Water and Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	4,000 Gallons	7,000 Gallons	10,000 Gallons	12,000 Gallons	15,000 Gallons	30,000 Gallons	50,000 Gallons
City of Clermont, Florida									
1	Existing Rates	\$23.97	\$38.29	\$49.03	\$59.77	\$67.67	\$79.52	\$114.57	\$181.77
2	Proposed Rates - FY23 (April 2023)	26.41	42.29	54.20	66.11	74.91	88.11	128.75	206.95
3	Proposed Rates - FY24	29.13	46.77	60.00	73.23	83.05	97.78	144.97	236.17
4	Proposed Rates - FY25	32.16	51.80	66.53	81.26	92.24	108.71	163.42	269.62
5	Proposed Rates - FY26	34.25	55.09	70.72	86.35	97.97	115.40	171.95	281.35
6	Proposed Rates - FY27	36.49	58.61	75.20	91.79	104.09	122.54	180.95	293.55
Other Neighboring Utilities:									
7	City of Mount Dora	\$41.04	\$73.27	\$97.44	\$117.32	\$125.04	\$136.64	\$223.80	\$378.35
8	City of Fruitland Park	42.10	75.26	100.13	131.06	143.18	161.36	312.86	555.26
	Howey-in-the-Hills - Septic								
	Town of Montverde - Septic								
	City of Mascotte - Septic								
9	City of Eustis	39.43	63.11	80.87	99.83	105.95	115.13	173.63	369.83
10	City of Groveland	41.72	41.72	57.92	74.12	84.92	101.12	182.12	290.12
11	Town of Lady Lake	34.62	63.78	87.27	112.80	129.82	155.35	283.00	453.20
12	City of Leesburg	36.97	48.96	58.73	69.24	77.00	88.64	131.31	225.15
13	City of Minneola	22.40	40.94	57.92	75.05	86.47	105.10	147.60	217.60
14	City of Tavares	41.79	64.48	82.87	104.83	119.47	138.34	201.79	286.39
15	City of Umatilla	38.60	70.84	96.38	122.60	141.44	169.70	291.80	428.20
16	City of Winter Garden	15.02	33.01	46.50	59.99	62.54	66.36	89.37	120.04
17	Other Neighboring Utilities' Average	\$35.37	\$57.54	\$76.60	\$96.68	\$107.58	\$123.77	\$203.73	\$332.41

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect December 2022 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Utility is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 28, 2023		
Agenda Item Name		
Lien Forgiveness Request 775 E. Juniata Street		
Requested Action		
Staff Report		
As you recall, at the October 11, 2022 Council meeting, an agenda item was presented regarding the property located at 775 E. Juniata Street. Over several years of multiple, unaddressed code violations, the unresponsive property owner incurred \$270,200 in unpaid code violations. A lien was put on the property and it was readied for foreclosure. After discussion, the Council voted 5-0 to reduce the amount of the lien to \$25,000. The approved agreement was that \$25,000 was to be paid to the City of Clermont by November 14, 2022, otherwise the City could take action and foreclose on the property and request the full amount of the lien. To date, the owner, Fabiana DeOliveira, has not yet paid the \$25,000 and is now requesting that this lien be completely forgiven. Mr. DeOliveira purchased the property through a Lake County Tax Certificate Acquisition in the amount of \$22,600 and has brought the property into compliance. He states that he has someone interested in purchasing the property to build a house. The sales contract that was provided to the City states that the purchase price is \$35,000. The owner says after the sale of the property there are no funds left to pay the lien. He has requested a total forgiveness of \$25,000.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agenda Item Request Form. 775 E. Juniata	Agenda Item Request Form. 775 E. Juniata.pdf	
2. 775 E Juaniata St Clermont - Sales Contract	775 E Juaniata St Clermont - Sales Contract.pdf	
3. 775 E. Juanita - Purchase Reciept	775 E. Juanita - Purchase Reciept.pdf	
4. October 11, 2022 Council Meeting Item No. 13. Lien Reduction	October 11, 2022 Council Meeting Item No. 13. Lien Reduction.docx	



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Per Resolution 2021-003R, citizen requests shall be limited to 15 minutes. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: Fabiana DeOliveira - OWNER Date Submitted: 01/04/2023
PRINTED NAME

Address: 775 Juanita Street
Clermont - FL - 34711

Preferred contact: ☒ Cell 407- 398-2782 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the 01/10/2023 (Date) Agenda for City Council consideration.

1) Describe Item to be considered and area of City involved, if any: _____
Code Enforcement liens on the vacant lot to be removed.

2) Executive Summary of Item and Action sought by Council: I bought the vacant lot on a Tax Sale
from the City of Clermont and I was Not aware of the code enforcement Liens, I'm seeking for removal
of the fines that were assigned to the previous Owner. As soon as I got possession of the lot
I immediately corrected all the violations . I also have a contract of sale so the new
owner can built a house. however there are no proceeds left to cover the liens.

3) Will your item have supporting documents? ☒ Yes ☐ No If so, how many pages? _____

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior City Council Action: ☐ Yes ☐ No

Agenda Date Assignment: _____

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office ☐ Yes ☐ No ☐ NA
City Attorney's Office ☐ Yes ☐ No ☐ NA
City Clerk's Office ☐ Yes ☐ No ☐ NA
Finance Department ☐ Yes ☐ No ☐ NA
OTHER _____ ☐ Yes ☐ No ☐ NA

Public Services ☐ Yes ☐ No ☐ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: _____ Staff Initial _____

Administratively Complete: _____ Staff Initial _____

Date of Agenda Placed for Consideration: _____ Staff Initial _____

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

Vacant Land Contract



1. **Sale and Purchase ("Contract"):** Tax Deed Investments LLC ("Seller")
and Weichet REO Services LLC ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: 775 E Juaniata Street, Clermont, FL 34711

Legal Description: LOT 6 OF LINCOLN PARK, A SUBDIVISION OF LOT 2, BLOCK N, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST A SHOWN AND DESCRIBED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA A COPY OF WHICH IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN PLAT BOOK SM PAGE 17-23 INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SEC 19 /TWP / 22 /RNG 26 of Lake County, Florida. Real Property ID No.: 19-22-26-0800-000-00600 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 35,500.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name:

Escrow Agent's Contact Person:

Escrow Agent's Address:

Escrow Agent's Phone:

Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period \$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

(d) Other: \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 30,500.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before June 27, 2022, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on or before Aug 9, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (CW) () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

(**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer CW (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 14 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer W () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (W) () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Lorena Ortega 3061716

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329* lortega0312@gmail.com
330 Seller's Sales Associate Email Address
331
332* 407-256-3631
333 Seller's Sales Associate Phone Number
334
335* eXp Realty, LLC
336 Listing Brokerage
337
338* 14846 Wyndam Lake Blvd Orlando FL 32824
339 Listing Brokerage Address

Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)

- 342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other _____

345* **23. Additional Terms:** _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

- 362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.**

367* **Buyer:** Christy Usher Date: 6/24/2022

368* Print name: _____

369* **Buyer:** _____ Date: _____

370* Print name: _____

371 **Buyer's address for purpose of notice:**

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* **Seller:** _____ Date: _____

375* Print name: _____

376* **Seller:** _____ Date: _____

377* Print name: _____

Buyer (u) () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:
379* Address: _____
380* Phone: _____ Fax: _____ Email: _____
381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

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VAC-14 Rev 3/21

Serial#: 081922-000165-6100198

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Form
Simplicity

RECEIPT

DATE 6/7/2022

NO. **8921**

RECEIVED FROM Tax deed property investments LLC

ADDRESS _____

DOLLARS \$ 22,600.⁰⁰

FOR Certificate # 4448

CK# 0137619140

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	22,600.00	
BALANCE DUE			MONEY ORDER		

BY Liphaey Shaw

RECEIPT



CLERK OF THE CIRCUIT COURT & COMPTROLLER
LAKE COUNTY, FLORIDA
GARY J. COONEY, CLERK

1302141

RECORDING DIVISION
PO BOX 7800
550 W. MAIN STREET
TAVARES, FL 32778
352-253-2600

Transaction # 1302141
Receipt #: 2022064341
Cashier Date: 6/8/2022 8:58:42AM
Print Date: 6/8/2022 8:58:44AM

CUSTOMER INFORMATION

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711

TRANSACTION INFORMATION

Date Received: 6/7/2022 3:30:04PM
Location: Recording
Return Code: Inter-office
Trans Type: Recording
Reference: cert# 4148-2018
Cashier: TSHAW

PAYMENT SUMMARY

Total Fees \$22,600.00
Total Payments: \$22,600.00
Balance Due: \$0.00
Cash Tendered:
Change: \$0.00

Payment

CHECK

#0137619140

\$22,600.00

Miscellaneous Item

TAX DEED ESCROW

BK/PG: / DOC #: Date: 6/8/2022 8:58:41AM

Fees TAX DEED ESCROW 2

\$924.35

Official Record

NOTICE

BK/PG: 5970/2067 DOC #: 2022078887 Date: 6/8/2022 8:58:41AM

Fees RECORDING FEE

\$10.00

AFFIDAVIT

BK/PG: 5970/2068 DOC #: 2022078888 Date: 6/8/2022 8:58:41AM

Fees RECORDING FEE

\$10.00

TAX DEED

BK/PG: 5970/2069 DOC #: 2022078889 Date: 6/8/2022 8:58:41AM

Fees AUCTION DEPOSIT FEE

\$24.45

Fees DEED DOC

\$158.20

Fees RECORDING FEE

\$10.00

Fees TAX DEED CLERK FEE

\$292.32

Fees TAX DEED MISC

\$21,460.00

Fees TAX DEED MISC 2

-\$292.32

Fees TD ERECORD CERTIFICATION

\$2.00

Fees TD ERECORD COPY

\$1.00

INSTRUMENT#: 2022070889 OR BK 5970 PG 2069 PAGES: 1 6/8/2022 8:58:41 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$10.00 DEED DOC:\$158.20

Tax Certificate No. 4448-2018
Parcel Identification No. 19-22-25-080000000800

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered 4448 issued on June 1, 2018 was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 7th day of June 2022, the land was offered for sale. It was sold to:

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711



who was the highest bidder and has paid the sum of the bid as required by law.

The land described below, including any inherent property, buildings, fixtures, and improvements of any kind and description, situated in this County and State:

CLERMONT, LINCOLN PARK LOT 6 PB 8 PG 610RB 1538
PG 2220

On this 7th day of June 2022, in Lake County, Florida, for the sum of \$22,600.00, the amount paid as required by law:

WITNESS

Chariann Neura

Madeline Kuharske

GARY J. COONEY
Clerk of the Circuit Court and Comptroller
Lake County, Florida



BY:
Tiphany Shaw, Deputy Clerk

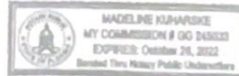
STATE OF FLORIDA
COUNTY OF LAKE

On this 7th day of June 2022, before me personally appeared Tiphany Shaw as Deputy Clerk for Gary J. Cooney, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her/his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Madeline Kuharske
NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
Tiphany Shaw, Tax Deed Clerk
Gary J. Cooney
Clerk of the Circuit Court and Comptroller
P.O. Box 7800
Tavares, FL 32778



CR-506 R. 04/18
Rule 12D-16.002
Florida Administrative Code
E.S. 04/18



I certify that the foregoing is a true and accurate copy of the document as reflected in the Official Records. Portions may be redacted as required by law.
GARY J. COONEY, Clerk of the Circuit Court and Comptroller, Lake County, Florida
By: Deputy Clerk 6/8/2022 9:00:08 AM

Tax Certificate No. 4448-2018
Parcel Identification No. 19-22-26-080000000600

INSTRUMENT #2022078889
OR BK 5970 PG 2069 - 2069 (1 PGS)
DATE: 6/8/2022 8 58 41 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00 DEED DOC \$158.20

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered 4448 issued on June 1, 2018 was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 7th day of June 2022, the land was offered for sale. It was sold to:

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711



who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

CLERMONT, LINCOLN PARK LOT 6 PB 8 PG 6IORB 1538
PG 2220

On this 7th day of June 2022, in Lake County, Florida, for the sum of \$22,600.00, the amount paid as required by law.

WITNESS:

Clariann Neura

Madeline Kuharske

Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County, Florida



BY:
Tiphany Shaw, Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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DR-506 R. 04/16
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City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2022

NEW BUSINESS

Item No. 13 - Lien Reduction

Development Services Director Henschel presented the lien reduction request. This is a request for a lien reduction on a residential zoned (R-2) vacant lot at 775 E. Juniata Street. On February 26, 2015, Code Enforcement received a complaint about overgrowth at this property and for approximately 7 years. the property was in and out of compliance. Five cases in total were initiated with several being a Repeat Violation under Chapter 14-9. Which is weeds and property maintenance.

The notices sent to the owner who lived out of state. in Georgia, were returned unclaimed. Many attempts through the years to contact the owner were made but all were unsuccessful. All 5 cases appeared in front of the Code Enforcement Board and Special Magistrate with fines assessed. On February 16, 2016. a motion for an order imposing a fine and creating a lien was declared for 4 cases and on January 21, 2020, a second lien was created for the fifth case. All 4 cases accrued a total amount owed of \$19,450.00. On the fifth case the accrual amounted to \$250,750.00. The total amount in all 5 cases equals \$270,200.00 after the property came into compliance, it is in compliance today.

City Attorney Mantzaris explained that the current owner of the property acquired the property through a tax certificate acquisition, which is subject to the existing lien. The owners approached the City with a request for the Council to consider a reduction of the \$270,200.00 lien to \$1,000.00. Staff has looked over the request and communicated back to their lawyer that staff could support a reduction to \$25,000.00. It is up to City Council and is their decision on how to handle the request. The property is ready to be foreclosed on if the Council decides to go in that direction. If Council goes in that direction then would not have funds to pay off the lien and would incur attorney's fees to do so. Staff believes that \$25,000.00 is a reasonable amount to get from the respondent. If Council approves a reduction, staff suggests to set a timeframe for payment, if payment is not made within that time then it would revert back to the full amount and that the city would be authorized to foreclose on the lien.

City Manager Bulthuis stated that the lien of \$270,000.00 is on a lot that is worth around \$50,000.00. Mr. Bulthuis explained that the fines were accrued over time and gave an explanation of how staff came to the reduction amount of \$25,000.00.

Council discussed the negotiations regarding the reduction along with a reasonable timeframe for payment.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2022

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council gave their thoughts on the amount to reduce the lien to and timeframe to make payment.

Mr. Mantzaris cautioned Council about giving them an opportunity to return; select a date now in which the money owed is due.

Council Member Bates motioned to reduce the lien to \$25,000.00 to be paid by November 14, 2022. if at that point they have not paid it then the City will move forward to foreclose on the property:

Council Member Entsuaah asked for clarification on what happens if they asked for an extension. City Attorney Mantzaris stated that they would have to come back to Council.

Seconded by Council Member Entsuaah.

City Attorney Mantzaris clarified that if the \$25,000.00 is not paid by November 14, 2022 then the city will move forward with foreclosure on the full amount of the lien.

Passed unanimously 5-0 with all members present voicing aye.