



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, June 27, 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

PROCLAMATION

Purple Heart City

PRESENTATIONS

Commissioner Parks, Lake County Board of County Commissioners Dist. 2

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 minutes of the May 23, 2023 Council Meeting.

Item No. 2 - Surplus Request

Consider approval to declare end-of-life inventory as surplus from the Parks and Recreation Department, Information Technology, and Public Services and dispose of in accordance with the Procurement Policy.

Item No. 3 - Plat Approval
Wellness Ridge Phase I-B

Consider approving a residential plat consisting of 55.33 acres, platted into 241 lots, recreation tract and a stormwater tract.

Item No. 4 - Bid Award

Consider the bid award to Superior Asphalt, Inc. for the total budgeted amount of \$203,852.50.

Item No. 5 - Piggyback Contract

Requesting approval to piggyback the City of Jacksonville contract with Polydyne Inc. to provide bulk liquid emulsion polymer supply and delivery.

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Item No. 6 - Clermont Main Street Events 2023
Road Closure Request

Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events.

UNFINISHED BUSINESS

Item No. 7 - Variance Request-*Withdrawn*
1606 Indian Shores Drive

Variance request has been withdrawn

Item No. 8 - Ordinance No. 2023-021 *Final*
The Citrus Cabanas

Consider rezoning from Central Business District to Planned Unit Development to allow the placement of 8 small residential units (cabanas) on 0.515 +/- acre parcel at the southwest corner of Montrose St. and West Ave.

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.

PROCLAMATION

Whereas, the City of Clermont and our community have great admiration and the utmost gratitude for all the men and women who have, and are, selflessly serving their country and this community in the Armed Forces; and

Whereas, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

Whereas, the contributions and sacrifices of the men and women who served the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

Whereas, citizens of our country have received the Purple Heart Medal as a result of being wounded or killed while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

Whereas, the City of Clermont seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the City of Clermont to be a:

Purple Heart City

Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 27th Day of June in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 23, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, May 23, 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, Entsuah, Pines and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Mark Wajada, Blessed Sacrament Catholic Church gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Water Conservation Coordinator Jeffrey Burke presented the awards for the 2023 Drop Saver Poster contest. Mr. Burke stated this is the 10th year that the city has participated in the Drop Saver Program and introduced first, second and third place winners of each level of the contest. The overall winners were Aubree Terrio in third place, Andrea Alvarez in second and Mingna (Nina) Shi in first place. All three category winners were submitted to the American Water Works Association and Aubree Terrio received second place for the state.

Mayor Murry congratulated all the winners and announced that the posters will be displayed on the 2nd floor of City Hall.

Lake County Commissioner Sean Parks reported that tomorrow is the Liberty Tree dedication at the Mount Dora VFW Post at 9am. Mr. Parks clarified a letter that went out regarding the Tavares tax collector office moving, that was referring to the main office in downtown Tavares.

The county wide planning effort is making progress. Clermont has a joint planning agreement with the County, they are improving the process to include communication and better address the cities. Everyone is concerned about growth management as Lake County is the fifth fastest growing county in the state, would like all cities to come together with the County on where we want the growth and where we do not want it.

The environmental lands referendum that was enacted in 2004 is set to expire in 2025. The referendum allowed the county to purchase lands on a county wide basis for environmental protection. The County Commission will hold a workshop regarding the topic in September.

The County Commission is currently in budget season. The budget meetings are held on Mondays at 9:00am. Mr. Parks is hoping to dedicate 4% towards roads for this year. Finally, CFX and State Road 516 is back on schedule. Hartwood Marsh Road should be under construction within one year.

Discussion ensued regarding the pot holes on Citrus Tower Blvd from 50 to 27 which is on the County's list and the timing of the traffic lights.

Mayor Murry invited residents to ask questions of Commissioner Parks.

Chandra Myers, 1040 Glen Raven Lane – website address to watch budget meeting.

Commissioner Parks said the website is www.lakecountyfl.gov.

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PROCLAMATION

City Clerk Howe read three (3) proclamations aloud.

Sommer Sports Celebration Day, Fred Sommer was presented the proclamation.

Memorial Day, Veterans from American Legion Post 55 and the VFW accepted the proclamation.

Election Proclamation was read aloud.

PUBLIC COMMENTS

John Litton, Senior Board Member of STBM, owner of the Citrus Tower - Thanked the City for support with the grand re-opening of the tower. The ribbon cutting will take place on May 28, 2023 and invited all residents to the celebration.

Kathy Barrett, journalist– proud to be a resident and working with STBM. Spoke on the history of the company and the grand reopening of the Citrus Tower

Charlene Forth, 939 W. Desoto Street – thanked military for service to our country.

REPORTS

CITY MANAGER REPORT

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

Item No. 9- Variance Request, 274 Crystal Lake Drive

City Manager Bulthuis informed the Council this is a request to table this item to June 13, 2023.

Council Member Entsua moved to table the variance request to June 13, 2023; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City offices are closed on Monday, May 29 in honor of Memorial Day. There will be a Memorial Day ceremony at 11am at Waterfront Park. Police Chief Broadway spoke about the Michael Murphy workout to honor all veterans at Victory Pointe on Monday, May 29 at 8:45 am.

There is a new program with Lake Sumter Children's Advocacy Center that provides medical exams of juveniles. This partnership serves as a satellite office so parents and victims will no longer have to travel to Leesburg.

Executive Director Brenda Crellen, 713 Bellrose Trail, Villages – the Lake Sumter Children's Advocacy Center is a nonprofit that offers specialized services to child victims and their families which include medicals and licensed counselors. All services are free and average 1,000 children per year in Lake and Sumter Counties.

CITY ATTORNEY REPORT

City Attorney Mantzaris – the four hour ethics training for council will be held on Wednesday, May 31 at 1:30pm in the Council Chambers.

CITY COUNCIL REPORT

Council Member Entsua – No report.

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Council Member Pines – No report.

Council Member Gonzalez –

- Attended the Florida League of Cities insurance seminar in Ft. Myers.
- Attended the citizen's academy graduation and coffee with a cop.

Council Member Purvis – No report.

Mayor Murry –

- Attended the naval academy ceremony and citizen's academy graduation.
- Congratulated Lincoln Park South Lake Alliance for receiving the nonprofit of the year award.
- Mayor's luncheon will be June 6 at Los Reyes.
- Attended employee's breakfast.
- Thanked Mr. Gonzalez for being instrumental in the Memorial Day ceremony.

City Manager Bulthuis spoke on the Amateur Athletics Union (AAU) coming to Clermont. Lake County and the City of Clermont have collaborated since 2011 on the Wellness Way program. The developers of Olympus announced they have a signed letter of intent with AAU and the plan is to build a 100,000 square foot facility for multiple sports. Mayor Murry stated that it will be great to have AAU in our area.

Mayor Murry stated that he had a discussion with Nancy Dodd regarding the street lighting project and the project has been moved up. The project is replacing street lights with LED lights to reduce the ongoing cost.

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 April 11, 2023 and April 25, 2023 Council Meetings and the April 18, 2023 Council Workshop.
Item No. 2 – Plat Approval <i>Perimeter Park</i>	Consider approving a commercial plat consisting of 36.813 acres, platted into 6 lots and a storm water tract.
Item No. 3 – Surplus Request	Consider declaring surplus from the Police, Information Technology, and Procurement Department and dispose of in accordance with the Purchasing Policy.
Item No. 4 – Resolution No. 2023-018R <i>Parks and Recreation</i>	Consider implementing a dedicated fee for the Kehlor Recreation Center.
Item No. 5 – Resolution No. 2023-019R <i>Emergency Declaration Authority</i>	Consider annual delegation authority for the Mayor to declare a state of emergency.

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| Item No. 6 – Piggyback Contract | Consider piggyback contract with Sunbelt rentals, Inc. to provide equipment and tool rental services. |
| Item No. 7 – Piggyback Contract | Consider Sourcewell Cooperative piggybacking contract with Caterpillar Inc., to provide electrical energy power generation equipment. |
| Item No. 8 – Task Order Approval | Consider approval of a Task Order for professional engineering services with Half Associates, Inc. to provide Hartwood Marsh road utility adjustments in the budgeted amount of \$159,330. |

Council Member Purvis moved to approve Consent Agenda Items 1-8 as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 9 – *This item was addressed earlier in the meeting and tabled to the June 13, 2023 meeting.*

NEW BUSINESS

Item No. 10 – Resolution No. 2023-011R, Salt Shack CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO CONDITIONAL USE PERMIT, RESOLUTION 2012-21 AND RESOLUTION 2022-003R TO INCLUDE ADDITIONAL USES WITHIN THE PROPERTY; 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 stated that the applicant, Jimmy Crawford, Esq. is requesting a new Conditional Use Permit to revise existing restaurant restrictions applied within Resolution 2022-003R to allow outdoor dining use for the restaurant operation. The property is located at 846 West Osceola Street, formerly known as Lilly's on the Lake. The property owner in 2012 received a conditional use permit, Resolution 2012-21, for a building greater than 3,000 square feet to be used as a restaurant within the Central Business District with certain conditions that allowed outdoor uses.

The 6,000 plus square foot building was constructed and opened in 2015. In 2021, a new resolution was approved with restrictions on the restaurant due to code violations from the previous operator.

The applicant has indicated a new long-term operator, the Salt Shack, will be occupying the restaurant and controlling the property as part of their lease. The company has experience with a successful waterfront restaurant in Tampa and they would like to be able to use the full potential of the current property for outdoor dining. Several restaurants within the Central Business District use outdoor dining and entertainment areas as an integral and essential option.

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Staff has reviewed the CUP amendment in accordance to Sec. 86-144 of the Land Development Code. The proposed intensity, character and type of development is comparable to other restaurant uses within the Central Business District. Several restaurants have outdoor dining options. The site lends itself through the waterfront views and an open area adjacent to the east of the existing restaurant to offer outdoor dining. Staff recommends approval of Resolution 2023-011R and reinstatement of the outdoor dining area.

Jimmy Crawford, representing SS2, LLC, stated that they are the operators of Salt Shack in Tampa, FL, a family oriented waterfront restaurant. Mr. Crawford agrees with staffs report and stated there are representatives of the restaurant present if needed. Tonight's request is to reopen what is already there but will be back in three to six months to update on the renovations of the restaurant.

Katherine Warner, COO for Salt Shack on the Bay, explained that they are a waterfront restaurant in Tampa that is fun and casual. The plans for the music is to have a piped in music system for background music and has no intentions of having musical events. There would be no loud music and they would stay within the city's noise ordinance and could shut off the music at 9pm if needed.

City Manager Bulthuis stated that the building has been essentially gutted and they are working with the Building Department and Fire Department to bring the building up to code.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding amplified sound and activities.

Otis Taylor, 3686 Caladesi – expressed support for outdoor seating.

Mayor Murry closed the public hearing.

Council spoke in support of the request.

Council Member Pines moved to approve Resolution 2023-011R; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye.

Item No. 11 – Variance Request, Johnson Market Sign

Development Services Planner Kruse stated that the applicant, Darren Johnson, is requesting a variance to the Land Development Code (LDC), Section 102-8 Prohibit Signs, and exceptions; for a newly constructed commercial building located at 550 West Avenue. The property is located at the northwest corner of Minneola Avenue and West Avenue and the project is known as Johnsons Village Marketplace.

The variance request is to allow for two (2) signs to be placed along the bottom portion of the pitched roof of the building. The architectural style of the building incorporates a gable roof with a porch around a portion of the building. The building sits approximately 4 to 6 feet below street grade and has mature trees along the rights-of-ways. The applicant has indicated what minimal façade is available for signage, it is blocked and not visible from street level. If approved, the signs would be approximately 4 to 8 feet above street level.

The applicant is requesting the signs to be installed in lieu of wall signs. The proposed signs would not exceed the square footage allowed under Section 102-15 for wall signage. Due to the architectural design of the building, the elevation of the lot, and the mature trees along the rights-of-ways, there appears to be a hardship for signage for this building that could not be placed except in the location requested by the applicant. Staff is able to support this request with specific conditions attached to the variance request.

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The sign facing West Avenue would be the larger sign since this encompasses the longer length of the building. The sign would be limited to 43 inches high and 348 inches long. This would limit the sign to 104 square feet and to the wording “MARKET” as indicated within the submittal package. The sign facing Minneola Avenue would be the smaller sign since this is the smaller length of the building. The sign would be limited to 32 inches high and 276 inches long. This would limit the sign to 62 square feet and to the wording “MARKET” as indicated within the submittal package. The signs shall be installed at the lower location on the roof as indicated in the submittal package. A new variance will be required if the size of sign changes, the wording is changed, or substantial change is desired over the submittal package.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all of the five criteria. Therefore, staff recommends approval of the variance request with the conditions listed above such as sign size, sign wording, and location.

The applicant, Darren Johnson was present. The word Market will be red illuminated LED lighted letters.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – expressed concern over the signage and inquired if Council Member Pines has to recuse herself as she sold the applicant the property.

Otis Taylor, 3686 Caladesi - supports the request of the signs.

Mayor Murry closed the public hearing.

City Attorney Mantzaris thoroughly reviewed the item and does not see a conflict for Council Member Pines.

Mr. Mantzaris brought up the conditions stated in staffs report placed on the variance and that the applicant needs to be okay with the conditions. Mr. Johnson stated he is okay with the conditions.

Council spoke on the purpose of variances.

Council Member Gonzalez moved to approve the variance request; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 12 – Variance Request, USA Roller Chain

Development Services Director Henschel stated that the applicant, BG Southern Division LLC, is requesting a variance to the Land Development Code, Chapter 118 Vegetation, to allow for a reduction to the required landscape buffer. The subject property is located at 16310 Granville Avenue. The zoning is M-1 Industrial, with an Industrial Land Use. The property was annexed in 2022. This required the landscape buffers to comply with Clermont codes. Section 118-37, Landscape perimeter buffers must be planted with three (3) trees per 100 lineal feet, two of the trees must be canopy trees. The right of way buffer must be planted with three canopy trees and five understory trees per 100 lineal feet. Based on the conceptual plan submitted for the site, there would be a requirement for 30 canopy trees and 20 understory trees. The minimum required code shows 30 canopy trees and 20 understory trees around the perimeter of the site. The applicants request tonight is to make a reduction to those trees to 5 canopy trees and 5 understory trees.

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The Land Development Code, Chapter 118, requires a minimum perimeter landscape buffer adjacent to any rights of way and between abutting properties. The buffers must be planted with plant materials that meet the minimum code specifications, which shall include the required number of canopy trees, understory trees and the ability to provide a continuous row of shrubs/hedges that will create an opaque screen. The intent of the buffer is to enhance the aesthetic appearance and to minimize any adverse visual effects of industrial uses.

Staff has reviewed the application and proposed project in regards to Section 86-174 of the Land Development Code, which requires a positive finding on all Review Criteria and Findings petition in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on all the review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.

Taylor Zigler, representing the applicant, stated that the retention pond on the property has created concern that any new trees will not survive. The south property line will include understory trees just no canopy trees due to the conditions. The north property line will become an easement with underground water lines which will restrict the growth of trees. The back of the property has a brand new retaining wall and installing trees gives concern for the integrity of the wall due to pressure of the trees. There are no issues installing trees in the front of the property.

Mayor Murry opened the public hearing.

Otis Taylor, 3626 Caladesi - inquired if crepe myrtles are considered a canopy tree.

Mayor Murry closed the public hearing.

Council Member Purvis inquired if these are valid reasons within the conceptual plan and if they are willing to compromise.

City Manager Bulthuis recommend to table the item and have the applicant work with staff to see where the easements are located. Staff is going off of the original plan submitted.

Council Member Purvis moved to table the variance request to June 13, 2023; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye

Item No. 13 – Variance Request, Citrus Tower Commercial

Development Services Director Henschel presented the item. The applicant is requesting a variance to the Land Development Codes, Section 94-195, to allow for an elevation change up to 28 feet instead of the 15 feet maximum allowed for commercial development. The vacant 1.81 acre parcel is located on State Road 50, adjacent to Taco Bell, in the Citrus Tower Commercial Center. The zoning is C-2 General Commercial with Commercial Land Use. The applicant has indicated the overall topography changes that exceed the code requirements will impact approximately five (5) percent of the overall parcel. The project is proposing development of a 12,000 square foot medical office with lower level parking. The proposed development as designed does not require any additional variances to the code, and the office use is consistent with the existing development patterns in the area.

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Staff finds the requested variance to allow elevation changes up to 28 feet could be considered extensive to the existing topography of the land and the adjacent properties. The parcel is vacant and the project may be designed in a less intense manner that may not require a variance. Staff has reviewed the application and proposed project in regards to Section 86-174 of the Land Development Code, which requires a positive finding on all Review Criteria and Findings petition in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on all criteria. Therefore, staff recommends denial of the variance request.

Jimmy Crawford, representing the applicant, Dr. Kahdra. Mr. Crawford stated that the medical practice is currently in Minneola and would like to have an office in Clermont. John Schmidt is the builder and has been working with the engineer for 6 months to configure a layout for this site which includes the parking under the building. Mr. Crawford went over the details of how they came to the layout for the site that they are presenting to Council. The applicants believe they have satisfied the requirements and worked with staff to come to a compromise.

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

Council Member Purvis asked if there was an elevator from the parking spaces to the building. Yes, there will be an elevator. Council discussed the property and their opinions on the request.

Council Member Purvis moved to approve item 13 as presented; Seconded by Council Member Entsuh. Passed unanimously 5-0 with all members present voicing aye.

Item No. 14 – Ordinance No. 2023-017 Intro

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, "UTILITIES" ARTICLE VII "WATER EFFICIENT IRRIGATION AND LANDSCAPE" DELETING SECTION 66-207 "ENFORCEMENT" AND SECTION 66-221 "FINE SCHEDULE" AND CREATING NEW DIVISION 4 "ENFORCEMENT", SECTION 66-240 "ENFORCEMENT" AND SECTION 66-241 "PENALTIES"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuh moved to introduce Ordinance No. 2023-017; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

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Item No. 15 – Ordinance No. 2023-018, Impact Fee Schedule Intro

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING CODE OF ORDINANCES CHAPTER 2, “ADMINISTRATION” ARTICLE VI, “FINANCIAL MATTERS” DIVISION 2 “IMPACT FEES”; AMENDING SECTION 2-264 “IMPACT FEE SCHEDULE” PROVIDING FOR A NEW IMPACT FEE SCHEDULE ADJUSTING AND INCREASING WASTEWATER, POLICE, FIRE AND RESCUE SERVICES AND PARKS AND RECREATION IMPACT FEES; FINDING THAT DUE TO EXTRAORDINARY CIRCUMSTANCES THERE IS A PRESENT AND IMMEDIATE NEED TO INCREASE THE WASTEWATER, POLICE AND FIRE RESCUE SERVICES IMPACT FEES; PROVIDING FOR LIBERAL CONSTRUCTION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuh moved to introduce Ordinance No. 2023-018; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:42 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

**AGENDA ITEM**

Meeting Date																																										
Tuesday, June 27, 2023																																										
Agenda Item Name																																										
Surplus Request																																										
Requested Action																																										
Requesting approval to declare end-of-life inventory as surplus from the Parks and Recreation Department, Information Technology, and Public Services and dispose of it in accordance with the Procurement Policy.																																										
Staff Report																																										
The Procurement Services Department, on behalf of the Parks and Recreation Department, Information Technology, and Public Services 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>Parks and Recreation Department</u> <table><tr><td>Qty.</td><td>Property Description</td></tr><tr><td>(8)</td><td>Old Dell Monitors</td></tr><tr><td>(2)</td><td>Old Theatrical Light Fixtures</td></tr></table> <u>Information Technology Department</u> <table><tr><td>Qty.</td><td>Property Description</td></tr><tr><td>(5)</td><td>Dell Laptops</td></tr><tr><td>(3)</td><td>Wireless Access Points</td></tr><tr><td>(2)</td><td>Tower Power Supply</td></tr><tr><td>(3)</td><td>Rack Mounted UPS</td></tr><tr><td>(1)</td><td>Digital Check Scanner</td></tr></table> <u>Public Services Department</u> <table><tr><td>Qty.</td><td>Property Description</td></tr><tr><td>(3)</td><td>Landreth-Structura Light Poles</td></tr><tr><td>(1)</td><td>Old Cummins Generator 25,765 hours</td></tr><tr><td>(2)</td><td>Ford F250 Beds</td></tr><tr><td>(2)</td><td>Ford F250 Rear Bumpers</td></tr><tr><td>(1)</td><td>Old Trailer with Aluminum Ramps</td></tr><tr><td>(4)</td><td>Michelin 395 Tires and Wheels from MRAP vehicle</td></tr><tr><td>(2)</td><td>Old John Deere Mowers</td></tr><tr><td>(1)</td><td>Old Waster Oil Furnace</td></tr><tr><td>(1)</td><td>Old 20 HP Johnson Outboard Motor</td></tr><tr><td>(1)</td><td>Old AC R134 Recovery Machine</td></tr></table> The salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. The non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(8)	Old Dell Monitors	(2)	Old Theatrical Light Fixtures	Qty.	Property Description	(5)	Dell Laptops	(3)	Wireless Access Points	(2)	Tower Power Supply	(3)	Rack Mounted UPS	(1)	Digital Check Scanner	Qty.	Property Description	(3)	Landreth-Structura Light Poles	(1)	Old Cummins Generator 25,765 hours	(2)	Ford F250 Beds	(2)	Ford F250 Rear Bumpers	(1)	Old Trailer with Aluminum Ramps	(4)	Michelin 395 Tires and Wheels from MRAP vehicle	(2)	Old John Deere Mowers	(1)	Old Waster Oil Furnace	(1)	Old 20 HP Johnson Outboard Motor	(1)	Old AC R134 Recovery Machine
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(5)	Dell Laptops																																									
(3)	Wireless Access Points																																									
(2)	Tower Power Supply																																									
(3)	Rack Mounted UPS																																									
(1)	Digital Check Scanner																																									
Qty.	Property Description																																									
(3)	Landreth-Structura Light Poles																																									
(1)	Old Cummins Generator 25,765 hours																																									
(2)	Ford F250 Beds																																									
(2)	Ford F250 Rear Bumpers																																									
(1)	Old Trailer with Aluminum Ramps																																									
(4)	Michelin 395 Tires and Wheels from MRAP vehicle																																									
(2)	Old John Deere Mowers																																									
(1)	Old Waster Oil Furnace																																									
(1)	Old 20 HP Johnson Outboard Motor																																									
(1)	Old AC R134 Recovery Machine																																									
Additional Analysis																																										
Fiscal Impact Summary																																										
Surplus property is anticipated to be sold for approximately \$2,000.																																										
Fiscal Impact	Fund Number and Description	Available Budget Amount																																								

Exhibits Attached (copies of original agreements)		
1.	Parks and Rec Disposal Forms	Parks and Rec Disposal Forms.pdf
2.	Information Technology Disposal Forms	Information Technology Disposal Forms.pdf
3.	Public Services Disposal Forms	Public Services Disposal Forms.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☐ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: HP EliteDisplay E201 Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6CM4230B8G
Description of Property Computer Monitor

☐ 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: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: HP EliteDisplay E201 Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6CM42309X2
Description of Property Computer Monitor

☐ 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.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: _____

Date: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: HP EliteDisplay E201 Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6CM4230BF1
Description of Property Computer Monitor

☐ 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.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: HP EliteDisplay E201 Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6CM42309Y5
Description of Property Computer Monitor

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: ViewSonic TD2220 Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6T8X1924E0379
Description of Property Computer Monitor

☐ 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: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



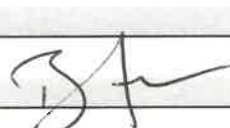
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: AOC LCD Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: AAGE69A007580
Description of Property Computer Monitor

☐ 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: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: AOC LCD Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: AAGE69A007346
Description of Property Computer Monitor

☐ 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: 5/31/23

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

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

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC ☐ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: Dell LCD Monitor Vehicle No. _____
Miles / Hours: _____ Serial / VIN: CN-0C730C-71623-97R-2427
Description of Property Computer Monitor

☐ 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: 5/31/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R / CPAC ☒ Property Tag #: _____
Contact Person: Michael Vozzella Phone: 352-708-5987
Year / Make / Model: Clay Paky Alpha Profile 800ST Vehicle No. _____
Miles / Hours: _____ Serial / VIN: AE017276
Description of Property Moving theatrical lighting fixture

☐ 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: 5/23/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023

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[illegible]



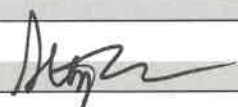
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: CUMMINS M# 7HGJAD-2139J Vehicle No.
Miles / Hours: 25765HRS Serial / VIN: I150867952
Description of Property OLD GENERATOR FROM CAMERA TRUCK 5284 /M# 7HGJAD-2139J

☐ 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:** LOW COMPRESSION ON ENGINE AND REPLACED WITH NEW UNIT FROM CUMMINS.

Director Signature: 

Date: 5-24-23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2023 FORD F250 BEDS / BUMPERS Vehicle No.
Miles / Hours: 0 Serial / VIN:
Description of Property 2023 FORD F250 BEDS AND REAR BUMPERS/ REPLACED WITH UTILITY BED

☐ 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:** 2 BEDS AND 2 REAR BUMPERS

Director Signature: [Signature]

Date: 5-24-23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: 10281
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: NA Vehicle No. 4386
Miles / Hours: NA Serial / VIN: HOME MADE TRAILER
Description of Property 8X16 HOME MADE TRAILER WITH ALUMINUM RAMPS

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

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

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

Director Signature: [Signature]

Date: 5-25-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



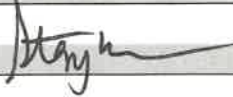
PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: NA Vehicle No. NA
Miles / Hours: NA Serial / VIN: NA
Description of Property 4 TIRES AND WHEELS / MICHELIN 395/85R20 XZL / MRAP TIRES

☐ 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.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** NO LONGER IN USE / REPLACED WITH NEW ONES ON MRAP

Director Signature: 

Date: 5-25-23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: JOHN DEERE Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 54" MOWER DECK / OFF A STAND UP MOWER 7 IRON 11 DECK ONLY

☐ 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.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: [Signature]

Date: 5-8-23

*****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:

Revised 4/12/2017



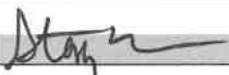
PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: JOHN DEERE X300 Vehicle No. 5500
Miles / Hours: NA Serial / VIN: MOX300C134605
Description of Property JOHN DEERE X300 42IN MOWER / BAD DECK AND KNOCK IN THE MOTOR

☐ 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: 5-24-23

*****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: PW / FLEET Property Tag #: NA
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: ELIMINATOR 120 Vehicle No.
Miles / Hours: Serial / VIN: 2312
Description of Property Aladdin WASTE OIL FURNACE/120,000 BTU / 115V

☐ 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:** NO LONGER IN USE.

Director Signature: [Signature]

Date: 5-24-23

*****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:



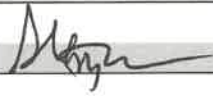
PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: NA
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: JOHNSON OUTBOARD CD-20C Vehicle No.
Miles / Hours: NA Serial / VIN: 2322685
Description of Property 20 HP JOHNSON OUTBOARD MOTOR / 1985?

☐ 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:** WILL NOT RUN / PARTS ARE OPSOLETE

Director Signature: 

Date: 5-24-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: COOL TEC A/C RECOVERY MACH R Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property AC R134 RECOVERY MACHINE / DOES NOT WORK / OUT DATED

☐ 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: 5-24-23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2023		
Agenda Item Name		
Plat Approval <i>Wellness Ridge Phase 1-B</i>		
Requested Action		
The applicant, Lennar Homes, is requesting the plat of Wellness Ridge Phase 1-B to consist of 241 residential lots with recreation and stormwater tracts. The project is located in Wellness Way. This phase consists of 55.33 +/- acres and is located south of Wellness Way Boulevard and east of Schofield Road. This is the second plat within this development, which brings the total number of platted lots to 542 lots. The City's surveyor and engineer have reviewed the plat and the plat appears to be in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, phase 1-B.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 20180429 Plat - Wellness Way 1B 6-2-23	20180429 Plat - Wellness Way 1B 6-2-23.pdf	

WELLNESS RIDGE PHASE 1-B

REPLATING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

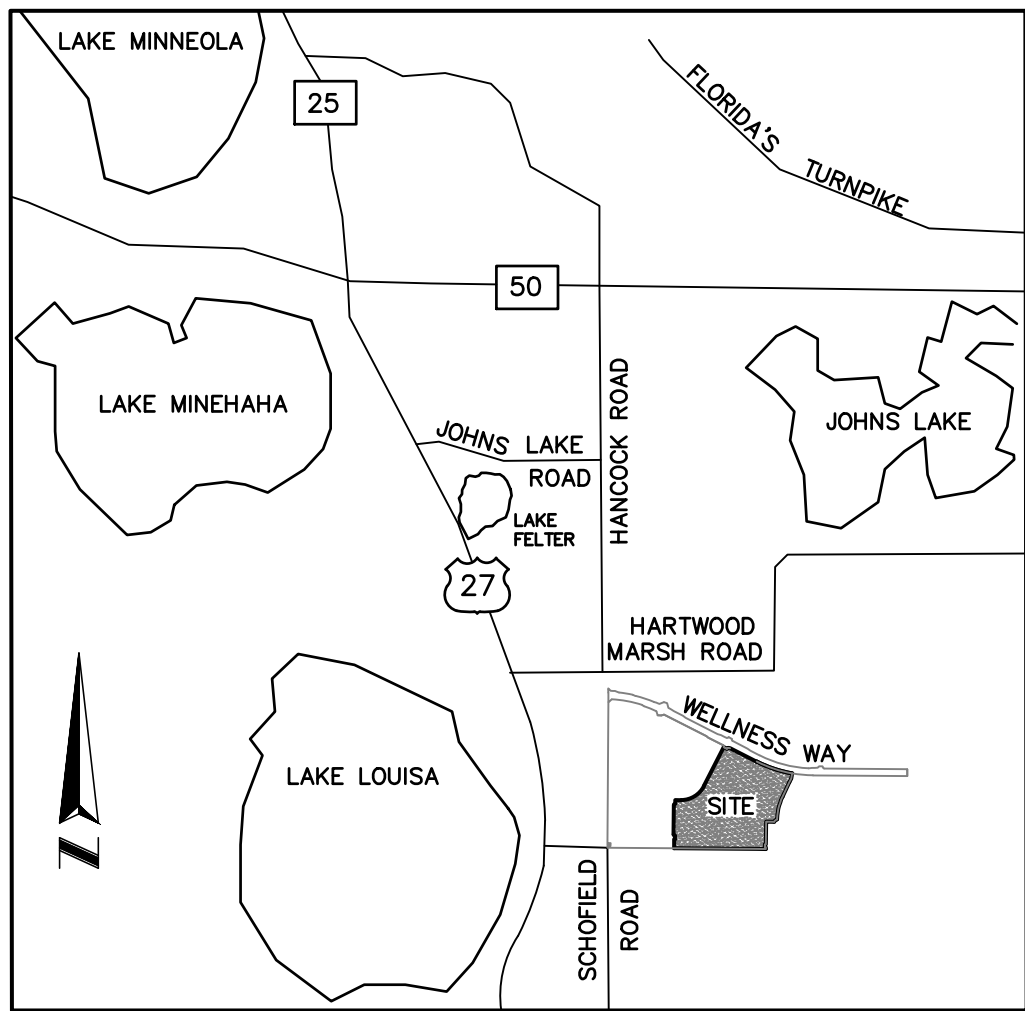
LEGAL DESCRIPTION:

TRACT FD-1, WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

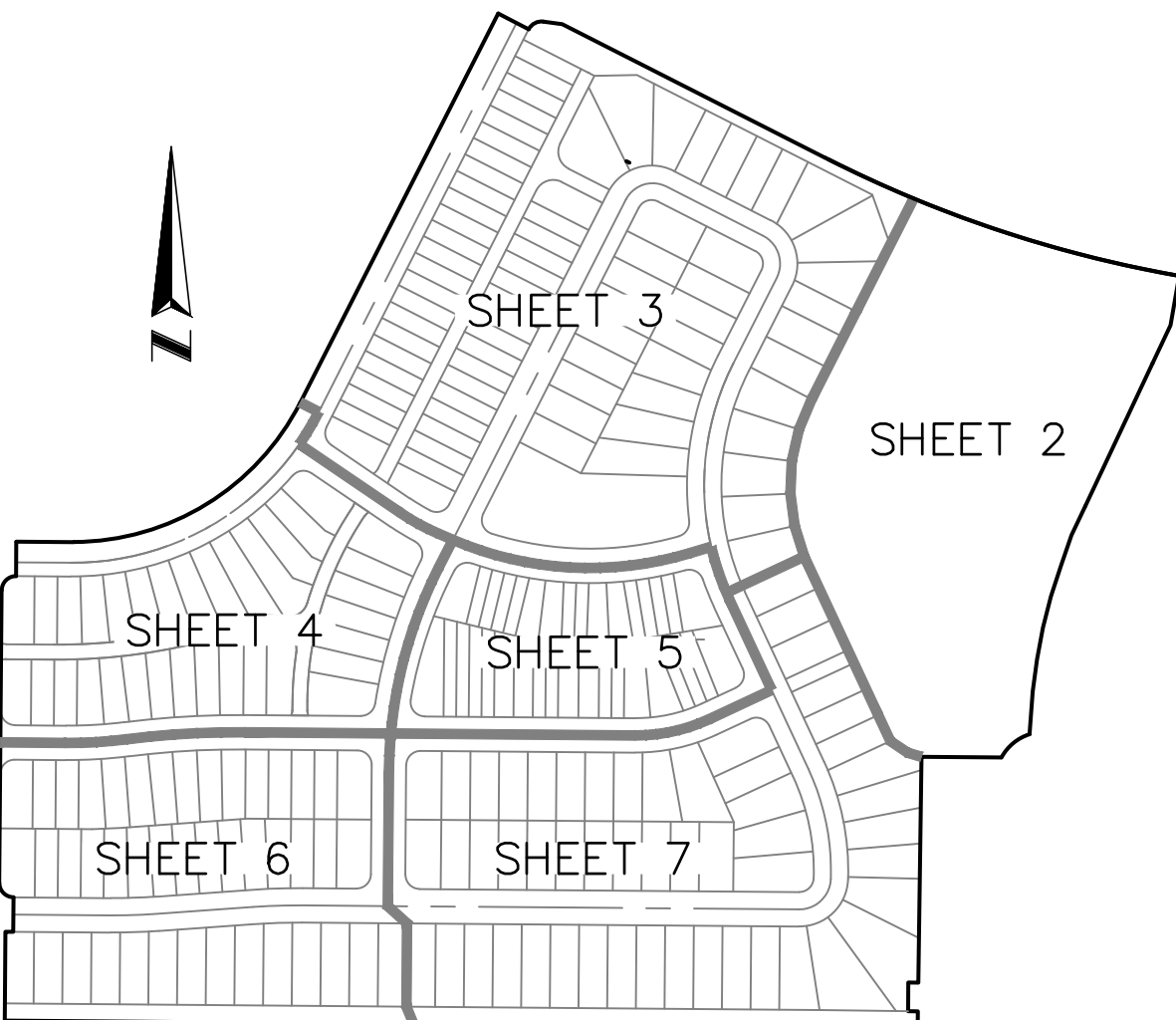
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID TRACT FD-1, ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 22 AND A POINT ON THE SOUTH LINE OF A 30.00 FOOT WIDE PIPELINE EASEMENT FOR PARCEL 3134 AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGE 220 AND OFFICIAL RECORDS BOOK 815, PAGE 222 OF AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 89°12'03" WEST ALONG THE SOUTH LINE OF SAID TRACT FD-1, THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 AND THE SOUTH LINE OF SAID PIPELINE EASEMENT FOR PARCEL 3134 FOR A DISTANCE OF 166.38 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 22; THENCE CONTINUING ALONG SAID SOUTH LINE OF TRACT FD-1, THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 22 AND THE SOUTH LINE OF SAID PIPELINE EASEMENT FOR PARCEL 3134, RUN NORTH 89°32'30" WEST FOR A DISTANCE OF 1425.33 FEET TO THE SOUTHWEST CORNER OF SAID TRACT FD-1; THENCE DEPARTING SAID SOUTH LINES, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE WEST LINE OF SAID TRACT FD-1: NORTH 00°27'30" EAST FOR A DISTANCE OF 155.00 FEET; THENCE RUN SOUTH 89°32'30" EAST FOR A DISTANCE OF 13.46 FEET; THENCE RUN NORTH 00°27'30" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 44°32'30" WEST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°27'30" EAST FOR A DISTANCE OF 510.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 45°27'30" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 00°28'19" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89°33'29" EAST FOR A DISTANCE OF 99.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 445.00 FEET, WITH A CHORD BEARING OF NORTH 58°22'51" EAST, AND A CHORD DISTANCE OF 464.05 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°51'09" FOR A DISTANCE OF 488.16 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 26°57'16" EAST FOR A DISTANCE OF 760.86 FEET TO THE NORTHWEST CORNER OF AFORESAID TRACT FD-1 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WELLNESS WAY A VARIABLE WIDTH RIGHT-OF-WAY ACCORDING TO AFORESAID PLAT OF WELLNESS RIDGE PHASE 1-A; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID TRACT FD-1 AND SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 62°30'25" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 62°18'34" EAST, AND A CHORD DISTANCE OF 28.93 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°42'36" FOR A DISTANCE OF 30.85 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 82°20'08" EAST FOR A DISTANCE OF 33.20 FEET; THENCE RUN SOUTH 63°02'44" EAST FOR A DISTANCE OF 513.92 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2200.00 FEET, WITH A CHORD BEARING OF SOUTH 71°33'10" EAST, AND A CHORD DISTANCE OF 650.90 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°00'51" FOR A DISTANCE OF 653.30 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT FD-1; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE EAST LINE OF SAID TRACT FD-1: SOUTH 09°56'25" WEST FOR A DISTANCE OF 87.26 FEET; THENCE RUN SOUTH 25°12'49" WEST FOR A DISTANCE OF 73.34 FEET; THENCE RUN SOUTH 25°12'49" WEST FOR A DISTANCE OF 275.14 FEET; THENCE RUN SOUTH 25°35'31" WEST FOR A DISTANCE OF 56.27 FEET; THENCE RUN SOUTH 18°58'47" WEST FOR A DISTANCE OF 56.27 FEET; THENCE RUN SOUTH 18°07'12" WEST FOR A DISTANCE OF 56.19 FEET; THENCE RUN SOUTH 14°17'47" WEST FOR A DISTANCE OF 56.19 FEET; THENCE RUN SOUTH 10°35'59" WEST FOR A DISTANCE OF 56.18 FEET; THENCE RUN SOUTH 07°32'24" WEST FOR A DISTANCE OF 56.17 FEET; THENCE RUN SOUTH 04°16'15" WEST FOR A DISTANCE OF 74.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, WITH A CHORD BEARING OF SOUTH 50°31'08" WEST, AND A CHORD DISTANCE OF 63.94 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'21" FOR A DISTANCE OF 65.56 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 89°32'44" WEST FOR A DISTANCE OF 139.12 FEET; THENCE RUN SOUTH 00°47'57" WEST FOR A DISTANCE OF 393.58 FEET TO A POINT ON THE NORTH LINE OF PARCEL 122 AS DESCRIBED IN OFFICIAL RECORDS BOOK 849, PAGE 2162 OF SAID PUBLIC RECORDS; THENCE CONTINUING ALONG SAID EAST LINE OF TRACT FD-1 AND THE NORTH, WEST, AND SOUTH LINES OF SAID PARCEL 122 THE FOLLOWING COURSES AND DISTANCES: NORTH 89°12'03" WEST FOR A DISTANCE OF 17.48 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 122; THENCE RUN SOUTH 00°23'38" WEST FOR A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 122; THENCE RUN SOUTH 89°12'03" EAST A DISTANCE OF 17.13 FEET; THENCE DEPARTING SAID SOUTH LINE OF PARCEL 122 AND CONTINUING ALONG SAID EAST LINE OF TRACT FD-1, RUN SOUTH 00°47'57" WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 55.33 ACRES MORE OR LESS.



VICINITY MAP (NOT TO SCALE)



KEY MAP (NOT TO SCALE)

LEGEND OF SYMBOLS AND ABBREVIATION:

- O.R. OFFICIAL RECORDS BOOK
- PG.(S). PAGE(S)
- P.B. PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- NT NON-TANGENT
- (NR) NON-RADIAL
- SET NAIL AND DISK, STAMPED LB #6723 PERMANENT CONTROL POINT (PCP)
- R/W RIGHT-OF-WAY
- LB LICENSED BUSINESS
- PRM PERMANENT REFERENCE MONUMENT
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- A.D.E. ACCESS & DRAINAGE EASEMENT
- A.U.E. ACCESS & UTILITY EASEMENT
- U.E. UTILITY EASEMENT
- D.U.E. DRAINAGE & UTILITY EASEMENTS
- SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB #6723
- ▣ RECOVERED 4" X 4" CONCRETE MONUMENT STAMPED PRM LB #6723
- ⊕ CENTERLINE
- CCR# CERTIFIED CORNER RECORD
- P.D.E. PRIVATE DRAINAGE EASEMENT
- (OA) OVERALL DISTANCE
- W.E. WALL EASEMENT

SHEET INDEX
SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, LEGEND
P.S.M. # 5633
ALLEN & COMPANY
LICENSED BUSINESS # 6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET 1 OF 7

PROPERTY INFORMATION REPORT NORTH AMERICAN TITLE INSURANCE COMPANY MAY 4, 2023 12:00 AM

PLAT OF WELLNESS RIDGE PHASE 1-A IN PLAT BOOK 78, PAGE 53.

PIPELINE EASEMENT IN OFFICIAL RECORDS BOOK 815, PAGE 220. (AFFECTS SUBJECT PROPERTY AS SHOWN)

PIPELINE EASEMENT IN OFFICIAL RECORDS BOOK 815, PAGE 222. (AFFECTS SUBJECT PROPERTY AS SHOWN)

UTILITY EASEMENT IN OFFICIAL RECORDS BOOK 849, PAGE 2156, AS SUBORDINATED IN OFFICIAL RECORDS BOOK 849, PAGE 2162. (AFFECTS SUBJECT PROPERTY AS SHOWN)

UTILITY EASEMENT IN OFFICIAL RECORDS BOOK 851, PAGE 1456. (DOES NOT AFFECT SUBJECT PROPERTY)

DECLARATION OF EASEMENTS AND AGREEMENT REGARDING ROAD AND UTILITY IMPROVEMENTS IN OFFICIAL RECORDS BOOK 3175, PAGE 997. (DOES NOT AFFECT SUBJECT PROPERTY)

DECLARATION OF EASEMENTS AND AGREEMENT REGARDING ROAD AND UTILITY IMPROVEMENTS IN OFFICIAL RECORDS BOOK 3175, PAGE 1023. (DOES NOT AFFECT SUBJECT PROPERTY)

TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT IN OFFICIAL RECORDS BOOK 5030, PAGE 1620. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

ORDINANCE NO. 2019-04 IN OFFICIAL RECORDS BOOK 5415, PAGE 1845. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

ORDINANCE NO. 2019-06 IN OFFICIAL RECORDS BOOK 5416, PAGE 2325. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

UNRECORDED CATTLE GRAZING LEASE DATED EFFECTIVE MARCH 1, 2013, BY AND BETWEEN KENNETH WALKER LAND MANAGEMENT, INC., A FLORIDA CORPORATION, AND SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS AMENDED, AS PARTIALLY ASSIGNED TO LENNAR HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURSUANT TO PARTIAL ASSIGNMENT OF LEASE AGREEMENT DATED AUGUST 16, 2021, AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED AUGUST 18, 2021, IN OFFICIAL RECORDS BOOK 5775, PAGE 1511. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

UNRECORDED ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD, EXTENSION DATED MARCH 23, 2021 BETWEEN AND AMONG LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS, III, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SOUTH LAKE CROSSINGS IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED AUGUST 18, 2021, IN OFFICIAL RECORDS BOOK 5775, PAGE 1511. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

DECLARATION OF USE RESTRICTIONS IN OFFICIAL RECORDS BOOK 5775, PAGE 1520. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT IN OFFICIAL RECORDS BOOK 5775, PAGE 1535. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT IN OFFICIAL RECORDS BOOK 5775, PAGE 1553. (ADJACENT TO PLAT)

COOPERATION AGREEMENT IN OFFICIAL RECORDS BOOK 5775, PAGE 1575. (AFFECTS SUBJECT PROPERTY, IN BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

UTILITY IMPACT FEE CREDIT AGREEMENT, PURSUANT TO AND ASSIGNED BY PARTIAL ASSIGNMENT AND ASSUMPTION OF UTILITY IMPACT FEE CREDIT AGREEMENT IN OFFICIAL RECORDS BOOK 5775, PAGE 1596. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

NON-EXCLUSIVE PERPETUAL GRADING AND DRAINAGE EASEMENT IN OFFICIAL RECORDS BOOK 5799, PAGE 345. (DOES NOT AFFECT SUBJECT PROPERTY)

ORDINANCE NO. 2022-018 IN OFFICIAL RECORDS BOOK 5956, PAGE 2309 AND OFFICIAL RECORDS BOOK 5960, PAGE 630. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

NOTICE OF ESTABLISHMENT OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT IN OFFICIAL RECORDS BOOK 5972, PAGE 694. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

PARTIAL ASSIGNMENT AND ASSUMPTION OF ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION IN OFFICIAL RECORDS BOOK 6006, PAGE 2335. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WELLNESS RIDGE IN OFFICIAL RECORDS BOOK 6067, PAGE 1635. (DOES NOT AFFECT SUBJECT PROPERTY)

DECLARATION OF UTILITY EASEMENTS IN OFFICIAL RECORDS BOOK 6109, PAGE 232. (AFFECTS SUBJECT PROPERTY AS SHOWN)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON _____ I COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

By: _____ Date: _____
JAMES L. RICKMAN
P.S.M. # 5633
ALLEN & COMPANY
LICENSED BUSINESS # 6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

PLAT BOOK ____ OF ____

WELLNESS RIDGE PHASE 1B
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN AND DEDICATES THE STREETS AND UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

1. TO WELLNESS RIDGE CDD:

TRACTS AL-12 & AL-13 (ALLEYS).
TRACT LA-2 & LA-15 (SIGNAGE, WALL, UTILITY AND LANDSCAPE).
TRACTS OS-7, OS-8 AND OS-8A (OPEN SPACE/DRAINAGE).
TRACT REC-1 (RECREATION), AND ALL WALL EASEMENTS.
TRACT SW-3 (STORMWATER).

2. TO THE CITY OF CLERMONT:

THE STREETS AND UTILITY EASEMENTS OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT SW-3 FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

IN WITNESS WHEREOF, LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW.

_____, 2023.

NAME: MICHAEL MOSER

SIGNED: _____

TITLE: AUTHORIZED SIGNATORY

SIGNED AND SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS SIGNATURE: _____

PRINTED NAME: _____

WITNESS SIGNATURE: _____

PRINTED NAME: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2023 BY AS _____ OF LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO _____ IS PERSONALLY KNOWN TO ME, OR WHO _____ PRODUCED _____ AS IDENTIFICATION.

NOTARY SIGNATURE: _____
PRINT NAME: _____
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE _____ DAY OF _____, 2023 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST: _____ CITY OF CLERMONT

CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081 F.S., I HAVE REVIEWED THIS PLAT FOR CONFORMANCE TO CHAPTER 177, PART 1, FLORIDA STATUTES. AND FIND SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

NAME: JENNINGS E. GRIFFIN DATE _____
PROFESSIONAL LAND SURVEYOR. NO. 4486

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, F.S., AND WAS FILED FOR RECORD ON _____ AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA

WELLNESS RIDGE PHASE 1-B

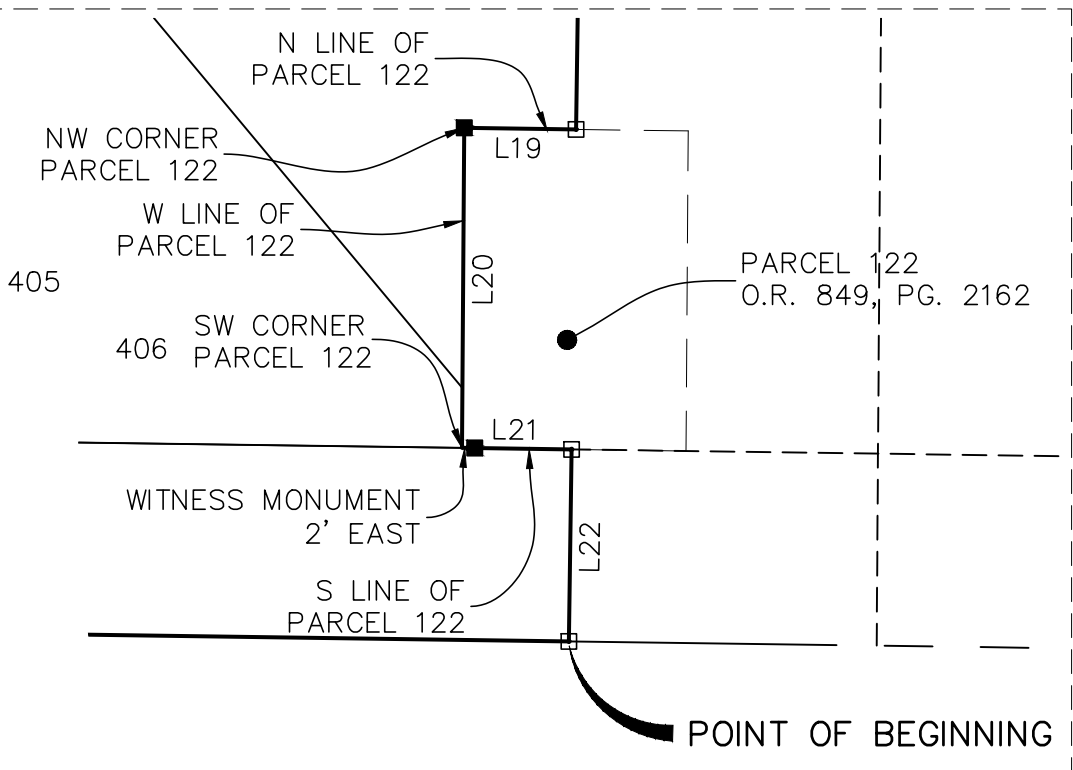
REPLATING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 2 OF 7

PLAT BOOK ____ OF ____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°12'03"W	166.38'
L2	N00°27'30"E	155.00'
L3	S89°32'30"E	13.46'
L4	N00°27'30"E	60.00'
L5	N00°28'19"E	60.00'
L6	S89°33'29"E	99.99'
L7	S62°30'25"E	60.00'
L8	S82°20'08"E	33.20'
L9	S09°56'25"W	87.26'
L10	S25°12'49"W	73.34'
L11	S25°35'31"W	56.27'
L12	S18°58'47"W	56.27'
L13	S18°07'12"W	56.19'
L14	S14°17'47"W	56.19'
L15	S10°35'59"W	56.18'
L16	S07°32'24"W	56.17'
L17	S04°16'15"W	74.88'
L18	N89°32'44"W	139.12'
L19	N89°12'03"W	17.48'
L20	S00°23'38"W	50.00'
L21	S89°12'03"E	17.13'
L22	S00°47'57"W	30.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	N44°32'30"W	35.36'	090°00'00"	39.27'
C2	25.00'	N45°27'30"E	35.36'	090°00'00"	39.27'
C3	445.00'	N58°22'51"E	464.05'	062°51'09"	488.16'
C4	25.00'	N62°18'34"E	28.93'	070°42'36"	30.85'
C5	2200.00'	S71°33'10"E	650.90'	017°00'51"	653.30'
C6	85.00'	S50°31'08"W	63.94'	044°11'21"	65.56'



SHEET INDEX
SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
SHEET 2 OF 7 - BOUNDARY AND TRACT GEOMETRY
SHEETS 3-7 OF 7 - LOT AND TRACT GEOMETRY

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WELLNESS RIDGE PHASE 1-B

REPLATING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	LENGTH
L7	S62°30'25"E	60.00'
L8	S82°20'08"E	33.20'
L100	S66°43'48"E	27.36'
L101	N73°15'51"E	39.86'
L102	S63°02'44"E	104.00'
L103	N89°00'11"E	74.24'
L104	N19°45'41"W	92.57'
L105	N22°48'53"E	56.96'
L106	N12°40'53"E	56.65'
L107	N02°31'32"E	56.64'
L108	N07°37'49"W	56.65'
L109	N17°27'51"W	55.93'
L132	N26°57'16"E	34.33'
L133	S82°20'08"E	16.56'

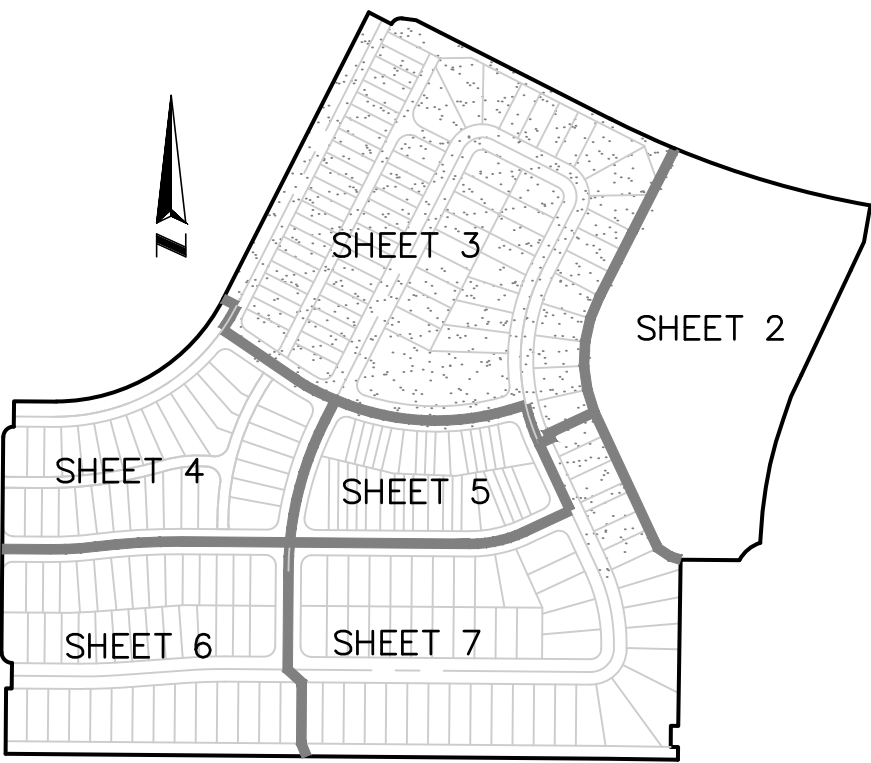
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	25.00'	N62°18'34"E	28.93'	070°42'36"	30.85'
C100	481.00'	N58°42'23"E	506.25'	063°30'14"	533.12'
C101	481.00'	N62°37'02"E	449.27'	055°40'56"	467.45'
C102	481.00'	N30°51'55"E	65.61'	007°49'18"	65.66'
C103	400.00'	S61°16'29"E	76.05'	010°54'38"	76.17'
C104	603.50'	S86°43'59"E	412.88'	040°00'21"	421.38'
C112	470.00'	S00°58'38"W	411.73'	051°57'16"	426.18'
C113	470.00'	S19°03'57"E	97.18'	011°52'06"	97.36'
C114	470.00'	S06°54'41"W	322.16'	040°05'10"	328.83'
C115	52.50'	S71°57'16"W	74.25'	090°00'00"	82.47'
C116	55.00'	N18°02'44"W	77.78'	090°00'00"	86.39'
C131	25.00'	S14°25'57"E	33.06'	082°46'26"	36.12'
C132	25.00'	N72°24'38"E	35.64'	090°54'44"	39.67'
C133	85.00'	S71°57'16"W	120.21'	090°00'00"	133.52'
C134	85.00'	N28°44'36"E	5.31'	003°34'40"	5.31'
C135	85.00'	N47°06'39"E	48.51'	033°09'26"	49.19'
C136	85.00'	S77°21'43"W	40.18'	027°20'43"	40.57'
C137	85.00'	S76°00'20"E	38.13'	025°55'11"	38.45'
C138	85.00'	N18°02'44"W	120.21'	090°00'00"	133.52'
C139	85.00'	S58°55'59"E	12.19'	008°13'29"	12.20'
C140	85.00'	S41°50'02"E	38.20'	025°58'26"	38.53'
C142	85.00'	S09°14'31"W	30.55'	020°42'10"	30.71'
C143	85.00'	S23°16'26"W	10.91'	007°21'40"	10.92'
C144	440.00'	S00°58'38"W	385.45'	051°57'16"	398.98'
C145	440.00'	S22°21'25"W	70.54'	009°11'41"	70.61'
C146	440.00'	S12°40'53"W	77.89'	010°09'23"	78.00'
C147	440.00'	S02°31'32"W	77.89'	010°09'20"	77.99'
C148	440.00'	S07°37'49"E	77.89'	010°09'23"	78.00'
C149	440.00'	S18°01'44"E	81.60'	010°38'27"	81.72'
C150	440.00'	S24°10'29"E	12.67'	001°39'02"	12.68'
C277	25.00'	N33°32'54"E	32.55'	081°14'40"	35.45'
C278	570.00'	S89°12'18"E	326.15'	033°14'55"	330.77'
C279	25.00'	S22°48'48"E	38.17'	099°32'07"	43.43'
C280	25.00'	S71°57'16"W	35.36'	090°00'00"	39.27'
C281	25.00'	N18°02'44"W	35.36'	090°00'00"	39.27'
C282	500.00'	S09°56'25"W	292.61'	034°01'42"	296.95'
C283	500.00'	N25°19'27"E	28.45'	003°15'38"	28.45'
C284	500.00'	N21°00'07"E	46.96'	005°23'01"	46.98'
C285	500.00'	N15°33'20"E	48.06'	005°30'33"	48.08'
C286	500.00'	N10°02'47"E	48.06'	005°30'33"	48.08'
C287	500.00'	N04°32'14"E	48.06'	005°30'33"	48.08'
C288	500.00'	N02°38'44"W	77.21'	008°51'23"	77.29'
C289	33.00'	N71°57'16"E	46.67'	090°00'00"	51.84'
C290	33.00'	S18°02'44"E	46.67'	090°00'00"	51.84'
C293	23.00'	N42°05'07"E	12.01'	030°15'42"	12.15'
C294	23.00'	S19°02'59"W	6.33'	015°48'35"	6.35'
C347	23.00'	S64°23'47"E	1.08'	002°42'06"	1.08'
C348	23.00'	N57°24'15"W	4.52'	011°16'58"	4.53'
C349	370.00'	S58°58'35"E	40.75'	006°18'50"	40.77'
C350	2200.00'	S63°07'20"E	5.88'	000°09'11"	5.88'
C351	2200.00'	S65°20'17"E	164.26'	004°16'44"	164.30'

SEE SHEET 2

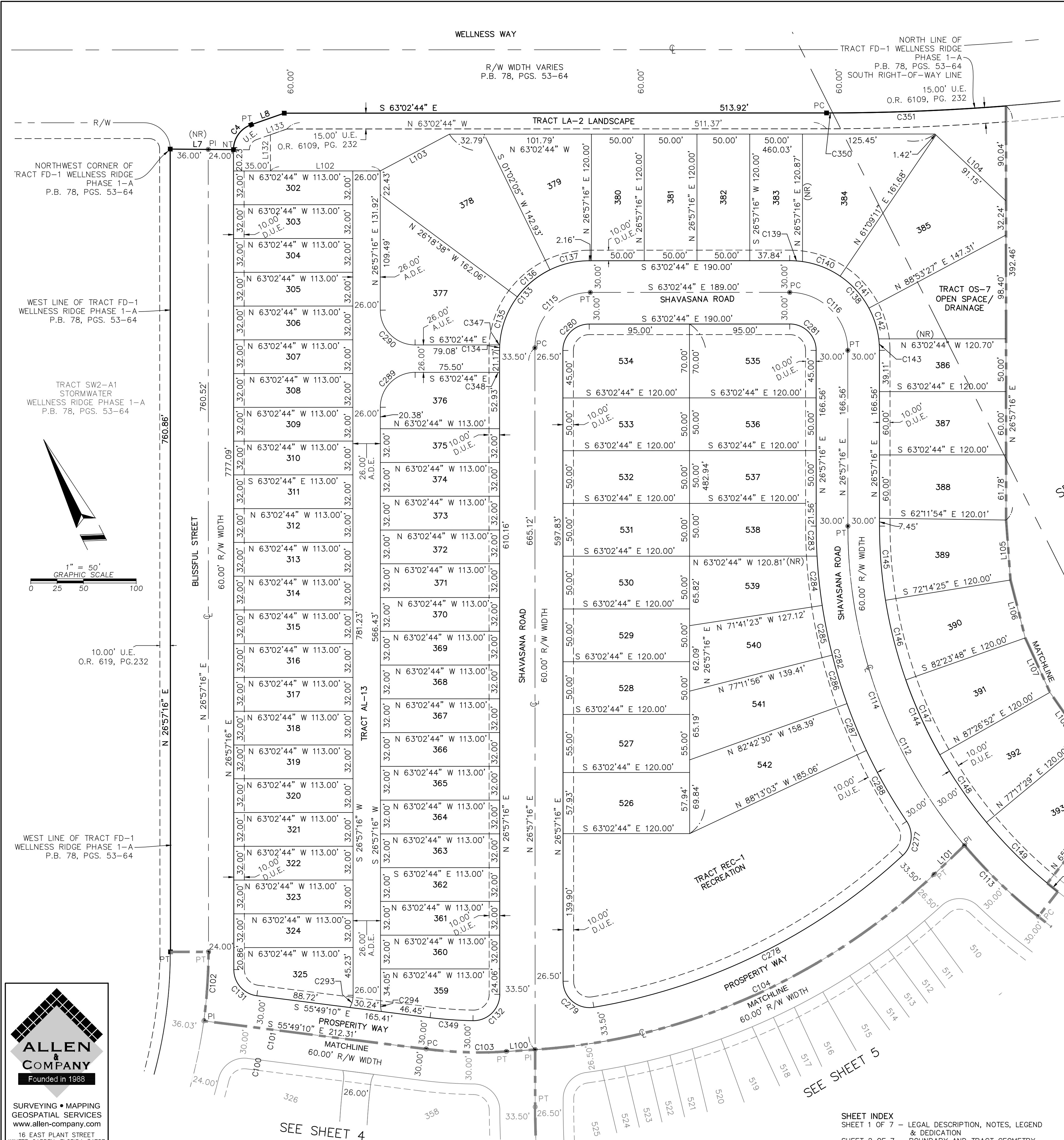
TRACT SW-3
(STORMWATER)

WEST LINE OF THE
SOUTHEAST 1/4 OF
SECTION 22-23-26

SEE SHEET 6



SHEET INDEX
SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
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SHEETS 3-7 OF 7 - LOT AND TRACT GEOMETRY



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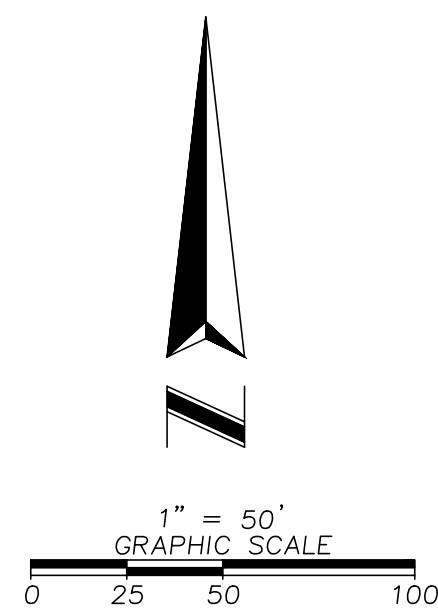
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WELLNESS RIDGE PHASE 1-B

REPLATING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 4 OF 7

PLAT BOOK ____ OF ____



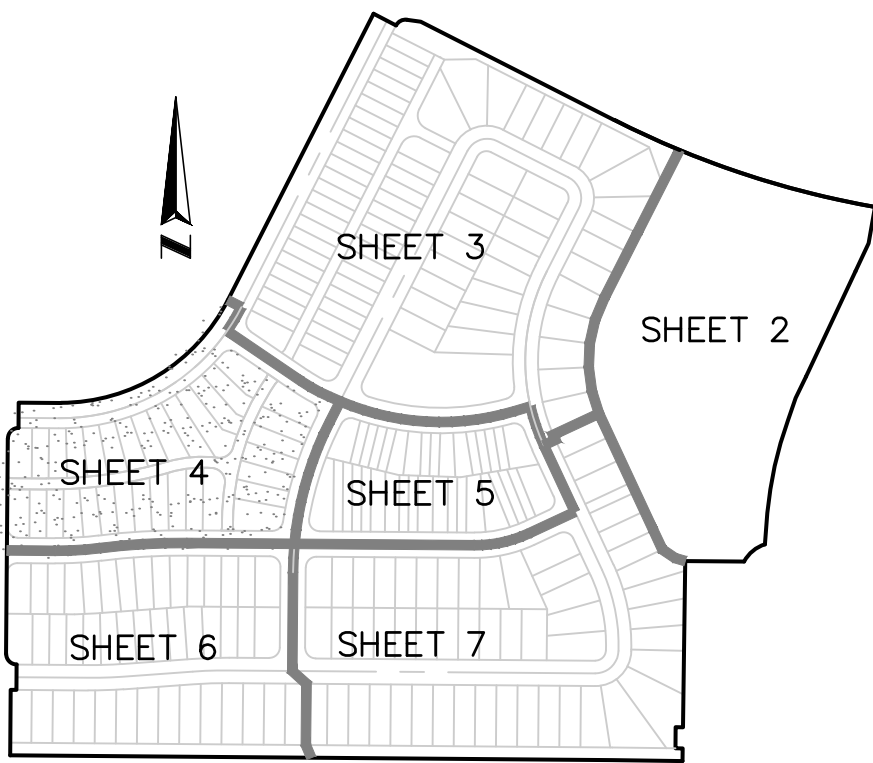
SEE SHEET 6

SEE SHEET 7

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C309	1000.00'	N77°52'30"E	49.03'	002°48'35"
C310	1000.00'	N80°40'27"E	48.66'	002°47'18"
C311	1000.00'	N83°27'22"E	48.44'	002°46'32"
C312	1000.00'	N86°13'47"E	48.37'	002°46'18"
C313	1000.00'	N88°52'00"E	43.67'	002°30'09"
C314	1000.00'	S89°42'43"E	5.94'	000°20'26"
C315	23.00'	S78°01'26"E	9.18'	023°02'08"
C316	23.00'	S78°56'26"W	9.18'	023°02'08"
C317	1026.00'	N82°09'02"E	296.49'	016°36'55"
C318	1026.00'	N89°34'59"W	1.48'	000°04'57"
C319	1026.00'	S89°15'31"W	40.01'	002°14'04"
C320	1026.00'	S87°05'14"W	37.75'	002°06'30"
C321	1026.00'	S84°56'43"W	38.95'	002°10'31"
C322	1026.00'	S82°39'57"W	42.69'	002°23'02"
C323	1026.00'	S80°16'33"W	42.90'	002°23'44"
C324	1026.00'	S77°52'00"W	43.38'	002°25'22"
C325	1026.00'	S75°25'20"W	44.16'	002°27'59"
C326	1026.00'	S74°00'57"W	6.20'	000°20'46"
C327	274.00'	S84°22'26"W	100.16'	021°03'43"
C328	274.00'	S77°55'38"W	39.03'	008°10'06"
C329	274.00'	S86°13'50"W	40.32'	008°26'18"
C330	274.00'	N87°19'22"W	21.30'	004°27'19"
C331	33.00'	N38°19'46"W	48.08'	093°31'53"
C332	613.00'	S04°26'50"W	85.29'	007°58'41"
C333	23.00'	N11°58'34"E	9.18'	023°02'08"
C334	23.00'	S11°03'34"E	9.18'	023°02'08"
C335	587.00'	S17°13'07"W	338.54'	033°31'14"
C336	587.00'	S02°59'41"W	51.95'	005°04'22"
C337	587.00'	S07°45'39"W	45.68'	004°27'35"
C338	587.00'	S12°13'22"W	45.72'	004°27'51"
C339	587.00'	S16°41'17"W	45.74'	004°27'58"
C340	587.00'	S21°09'14"W	45.74'	004°27'57"
C341	587.00'	S25°37'06"W	45.71'	004°27'47"
C342	587.00'	S30°54'52"W	62.76'	006°07'44"
C343	23.00'	S45°35'51"W	9.26'	023°14'14"

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C2	25.00'	N45°27'30"E	35.36'	090°00'00"	39.27'
C3	445.00'	N58°22'51"E	464.05'	062°51'09"	488.16'
C100	481.00'	N58°42'23"E	506.25'	063°30'14"	533.12'
C101	481.00'	N62°37'02"E	449.27'	055°40'56"	467.45'
C102	481.00'	N30°51'55"E	65.61'	007°49'18"	65.66'
C103	400.00'	S61°16'29"E	76.05'	010°54'38"	76.17'
C105	790.00'	N86°36°03"E	106.29'	007°42'54"	106.37'
C106	1530.00'	S86°36°03"W	205.86'	007°42'54"	206.02'
C117	800.00'	S13°42'23"W	366.67'	026°29'46"	369.96'
C118	800.00'	S02°52°03"W	67.26'	004°49'06"	67.28'
C119	800.00'	S16°06°56"W	300.88'	021°40'40"	302.68'
C194	25.00'	S44°32'30"E	35.36'	090°00'00"	39.27'
C195	1560.00'	S86°36°03"W	209.90'	007°42'54"	210.06'
C196	760.00'	N86°36°03"E	102.26'	007°42'54"	102.33'
C197	760.00'	N89°44°54"E	18.83'	001°25'11"	18.83'
C198	760.00'	N87°13°57"E	47.90'	003°36'42"	47.91'
C199	760.00'	N84°05°06"E	35.59'	002°41'00"	35.59'
C200	1560.00'	N82°53°35"E	8.15'	000°17'58"	8.15'
C201	1560.00'	N83°46°22"E	39.74'	001°27'35"	39.74'
C202	1560.00'	N85°13°57"E	39.74'	001°27'35"	39.74'
C203	1560.00'	N86°41°32"E	39.74'	001°27'35"	39.74'
C204	1560.00'	N88°09°07"E	39.74'	001°27'35"	39.74'
C205	1560.00'	N89°37°34"E	40.54'	001°29'20"	40.54'
C206	1560.00'	S89°35°08"E	2.39'	000°05'16"	2.39'
C209	25.00'	N49°33°00"E	32.74'	081°49'00"	35.70'
C210	833.50'	S17°41°23"W	262.16'	018°05'46"	263.25'
C211	833.50'	N09°49°22"E	34.37'	002°21'46"	34.37'
C212	833.50'	N12°21°57"E	39.61'	002°43'23"	39.61'
C213	833.50'	N15°05°17"E	39.59'	002°43'18"	39.59'
C214	833.50'	N17°48°33"E	39.57'	002°43'14"	39.58'
C215	833.50'	N20°31°46"E	39.56'	002°43'10"	39.56'
C216	833.50'	N23°14°54"E	39.54'	002°43'06"	39.54'
C217	833.50'	N25°40°21"E	30.99'	002°07'49"	30.99'
C218	25.00'	N17°48°31"W	35.07'	089°05°33"	38.87'
C219	430.00'	S59°05°14"E	49.02'	006°32'06"	49.05'
C220	25.00'	S82°25°50"W	33.29'	083°29°59"	36.43'
C221	505.00'	N65°34°10"E	425.07'	049°46'39"	438.74'
C222	505.00'	S42°21°19"W	29.51'	003°20'56"	29.52'
C223	505.00'	S46°15°15"W	39.20'	004°26'56"	39.21'
C224	505.00'	S50°42°10"W	39.20'	004°26'56"	39.21'
C225	505.00'	S55°09°06"W	39.20'	004°26'56"	39.21'
C226	505.00'	S59°36°01"W	39.20'	004°26'56"	39.21'
C227	505.00'	S64°02°57"W	39.20'	004°26'56"	39.21'
C228	505.00'	S68°29°52"W	39.20'	004°26'56"	39.21'
C229	505.00'	S72°56°48"W	39.20'	004°26'56"	39.21'
C230	505.00'	S77°23°43"W	39.20'	004°26'56"	39.21'
C231	505.00'	S81°50°39"W	39.20'	004°26'56"	39.21'
C232	505.00'	S86°17°34"W	39.20'	004°26'56"	39.21'
C233	505.00'	S89°29°16"W	17.11'	001°56'28"	17.11'
C295	23.00'	N22°34°24"E	9.11'	022°51'25"	9.18'
C296	613.00'	S25°19°44"W	184.87'	017°20'45"	185.58'
C297	613.00'	N31°16°52"E	58.19'	005°26'28"	58.21'
C298	613.00'	N26°12°48"E	50.22'	004°41'42"	50.23'
C299	613.00'	N21°47°26"E	44.39'	004°09'01"	44.40'
C300	613.00'	N18°11°08"E	32.73'	003°03'34"	32.73'
C301	33.00'	N56°50°23"E	42.59'	080°22'04"	46.29'
C302	300.00'	S83°30°13"E	5.52'	001°03'17"	5.52'
C303	300.00'	S85°26°00"W	120.55'	023°10'51"	121.37'
C304	300.00'	S89°46°47"E	60.10'	011°29'52"	60.20'
C305	300.00'	N79°30°42"E	51.87'	009°55'09"	51.94'
C306	1000.00'	N82°09°02"E	288.98'	016°36'55"	289.99'
C307	300.00'	N74°11°51"E	3.71'	000°42'33"	3.71'
C308	1000.00'	N75°09°24"E	45.85'	002°37'38"	45.86'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N00°28'19"E	60.00'
L6	S89°33'29"E	99.99'
L100	S86°43'48"E	27.36'
L111	N26°57'16"E	54.30'
L117	S89°32'30"E	82.45'
L118	S89°32'30"E	82.45'
L119	N00°27'30"E	15.89'
L120	N00°27'30"E	15.89'
L127	S63°08'36"E	20.00'
L128	S66°08'03"E	20.00'
L129	S70°17°05"E	37.45'



KEY MAP (NOT TO SCALE)

SHEET INDEX
SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
SHEET 2 OF 7 - BOUNDARY AND TRACT GEOMETRY
SHEETS 3-7 OF 7 - LOT AND TRACT GEOMETRY

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WELLNESS RIDGE PHASE 1-B

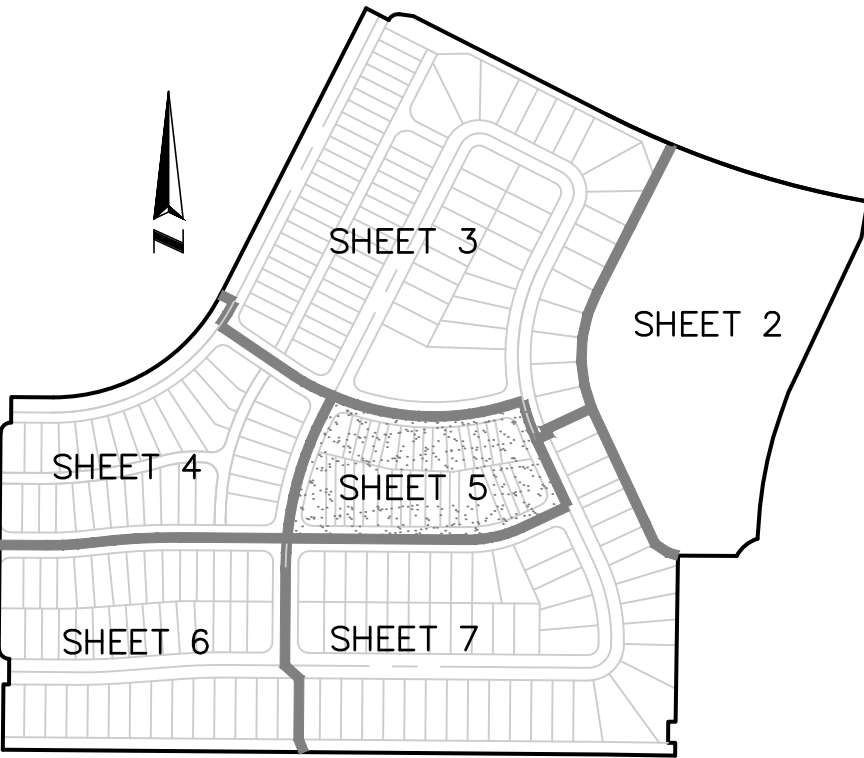
REPLATTING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN
PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY,
FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 5 OF 7

PLAT BOOK ____ OF ____

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C103	400.00'	S61°16'29"E	76.05'	010°54'38"	76.17'
C104	603.50'	S86°43'59"E	412.88'	040°00'21"	421.38'
C107	300.00'	N77°43'45"E	132.21'	025°27'30"	133.30'
C112	470.00'	S00°58'38"W	411.73'	051°57'16"	426.18'
C113	470.00'	S19°03'57"E	97.18'	011°52'06"	97.36'
C114	470.00'	S06°54'41"W	322.16'	040°05'10"	328.83'
C117	800.00'	S13°42'23"W	366.67'	026°29'46"	369.96'
C118	800.00'	S02°52'03"W	67.26'	004°49'06"	67.28'
C119	800.00'	S16°06'56"W	300.88'	021°40'40"	302.68'
C234	773.50'	S18°42'13"W	237.98'	017°41'54"	238.93'
C235	773.50'	S15°27'48"W	151.20'	011°13'04"	151.44'
C236	773.50'	S24°18'45"W	87.44'	006°28'50"	87.49'
C237	25.00'	S68°17'26"W	32.63'	081°28'32"	35.55'
C238	630.00'	S88°10'14"E	372.57'	034°23'52"	378.22'
C239	630.00'	S88°10'14"E	372.57'	034°23'52"	378.22'
C240	630.00'	N73°22'14"W	22.03'	002°00'13"	22.03'
C241	630.00'	N75°22'22"W	22.00'	002°00'04"	22.00'
C242	630.00'	N77°22'27"W	22.00'	002°00'04"	22.00'
C243	630.00'	N79°22'36"W	22.03'	002°00'13"	22.03'
C244	630.00'	S88°10'14"E	372.57'	034°23'52"	378.22'
C245	630.00'	N84°26'32"W	31.59'	002°52'24"	31.59'
C246	630.00'	N86°52'46"W	22.00'	002°00'04"	22.00'
C247	630.00'	S88°10'14"E	372.57'	034°23'52"	378.22'
C248	630.00'	S88°43'31"W	30.64'	002°47'13"	30.64'
C249	630.00'	S85°58'30"W	29.83'	002°42'49"	29.84'
C250	630.00'	S83°36'59"W	22.03'	002°00'13"	22.03'
C251	630.00'	S81°36'50"W	22.00'	002°00'04"	22.00'
C252	630.00'	S79°36'46"W	22.00'	002°00'04"	22.00'
C253	630.00'	S77°36'37"W	22.03'	002°00'13"	22.03'
C254	630.00'	S75°37'10"W	21.75'	001°58'41"	21.75'
C255	25.00'	N62°14'27"W	34.18'	086°15'26"	37.64'
C256	500.00'	S22°03'22"E	51.36'	005°53'16"	51.38'
C257	25.00'	N20°00'00"E	35.36'	090°00'00"	39.27'
C258	270.00'	N77°43'45"E	118.99'	025°27'30"	119.97'
C259	270.00'	N66°18'08"E	12.27'	002°36'17"	12.27'
C260	270.00'	N69°56'26"E	22.01'	004°40'19"	22.02'
C261	270.00'	N78°29'43"E	58.49'	012°26'14"	58.61'
C262	270.00'	N87°35'10"E	27.06'	005°44'40"	27.07'
C263	25.00'	S39°50'37"E	38.13'	099°23'46"	43.37'

LINE TABLE		
LINE	BEARING	LENGTH
L100	S66°43'48"E	27.36'
L101	N73°15'51"E	39.86'
L111	N26°57'16"E	54.30'



KEY MAP (NOT TO SCALE)

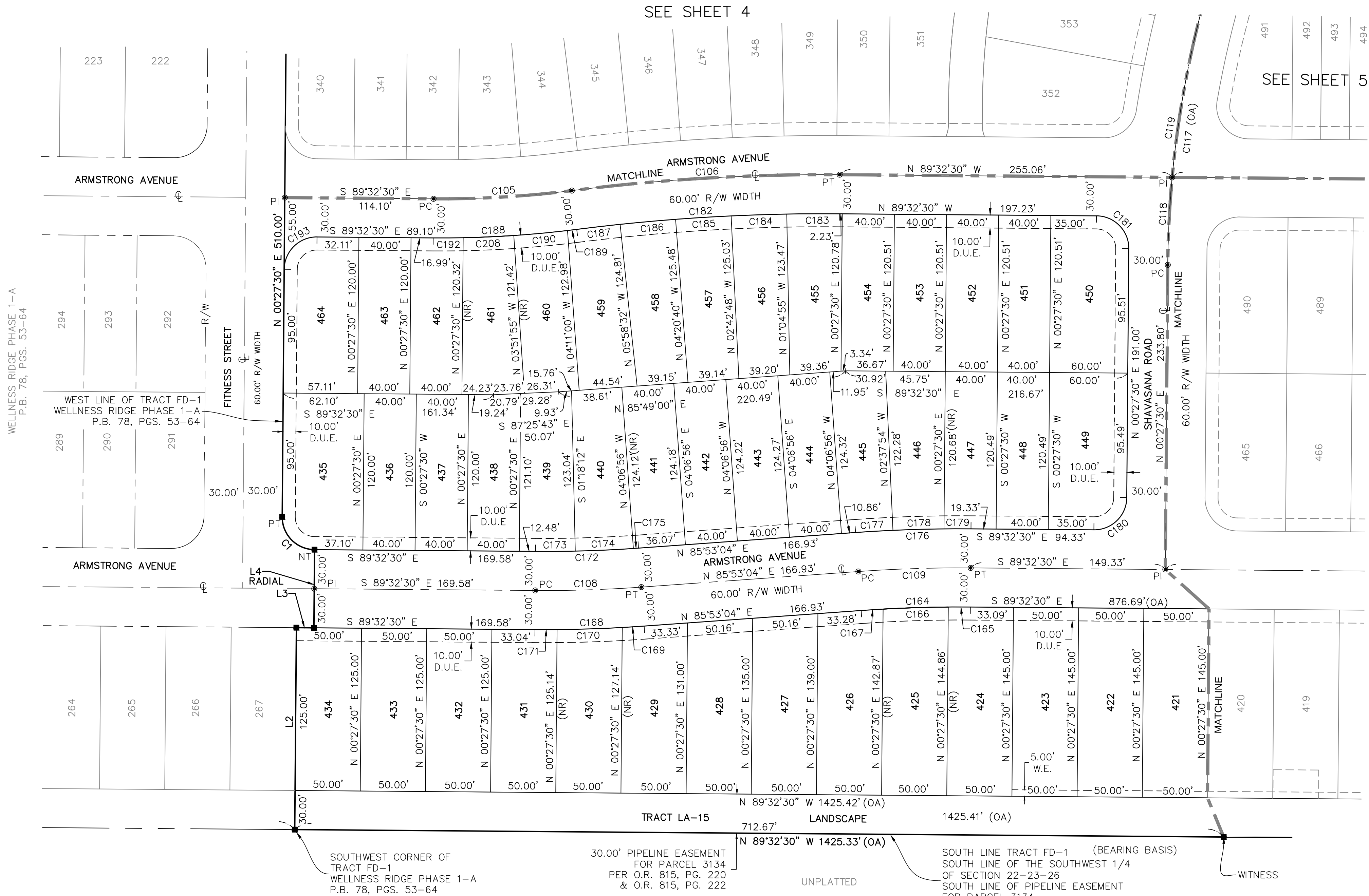
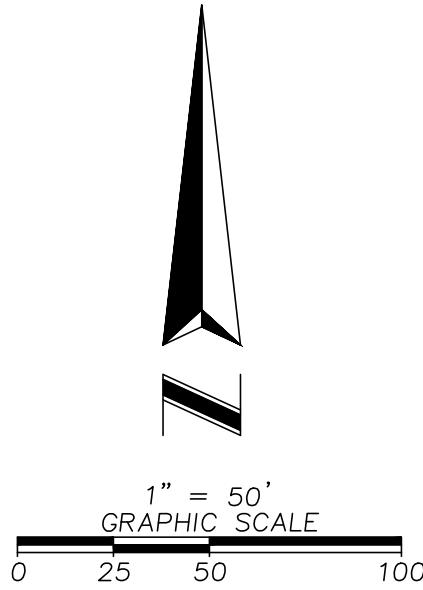
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& DEDICATION
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SHEETS 3-7 OF 7 - LOT AND TRACT GEOMETRY

WELLNESS RIDGE PHASE 1-B

REPLATTING TRACT FD-1 OF WELLNESS RIDGE PHASE 1-A AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

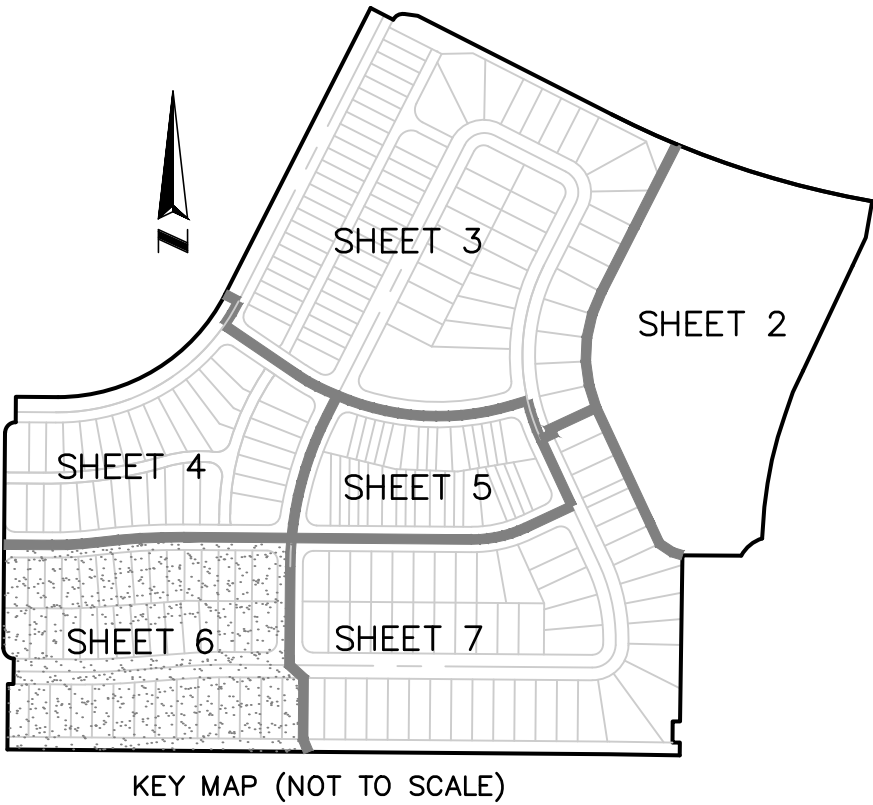
SHEET 6 OF 7

PLAT BOOK ____ OF ____



LINE TABLE		
LINE	BEARING	LENGTH
L2	N00°27'30"E	155.00'
L3	S89°32'30"E	13.46'
L4	N00°27'30"E	60.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	N44°32'30"W	35.36'	090°00'00"	39.27'
C105	790.00'	N86°36'03"E	106.29'	007°42'54"	106.37'
C106	1530.00'	S86°36'03"W	205.86'	007°42'54"	206.02'
C108	1020.00'	N88°10'17"E	81.40'	004°34'26"	81.43'
C109	1080.00'	S88°10'17"W	86.19'	004°34'26"	86.22'
C117	800.00'	S13°42'23"W	366.67'	026°29'46"	369.96'
C118	800.00'	S02°52'03"W	67.26'	004°49'06"	67.28'
C119	800.00'	S16°06'56"W	300.88'	021°40'40"	302.68'
C164	1050.00'	S88°10'17"W	83.80'	004°34'26"	83.82'
C165	1050.00'	S89°59'49"W	16.91'	000°55'22"	16.91'
C166	1050.00'	S88°10'13"W	50.04'	002°43'51"	50.04'
C167	1050.00'	S86°20'41"W	16.87'	000°55'14"	16.87'
C168	1050.00'	N88°10'17"E	83.80'	004°34'26"	83.82'
C169	1050.00'	S86°20'36"W	16.82'	000°55'04"	16.82'
C170	1050.00'	S88°10'04"W	50.04'	002°43'51"	50.04'
C171	1050.00'	S89°59'44"W	16.96'	000°55'31"	16.96'
C172	990.00'	N88°10'17"E	79.01'	004°34'26"	79.03'
C173	990.00'	N89°34'39"E	30.44'	001°45'42"	30.44'
C174	990.00'	N87°24'15"E	44.66'	002°35'06"	44.66'
C175	990.00'	N85°59'53"E	3.93'	000°13'39"	3.93'
C176	1110.00'	S88°10'17"W	88.59'	004°34'26"	88.61'
C177	1110.00'	N86°37'35"E	28.75'	001°29'02"	28.75'
C178	1110.00'	N88°22'47"E	39.19'	002°01'22"	39.19'
C179	1110.00'	S89°55'29"W	20.67'	001°04'02"	20.67'
C180	25.00'	N45°27'30"E	35.36'	090°00'00"	39.27'
C181	25.00'	N44°32'30"W	35.36'	090°00'00"	39.27'
C182	1500.00'	S86°36'03"W	201.82'	007°42'54"	201.98'
C183	1500.00'	S89°41'17"W	40.32'	001°32'25"	40.33'
C184	1500.00'	S88°06'09"W	42.70'	001°37'52"	42.71'
C185	1500.00'	S86°28'16"W	42.70'	001°37'52"	42.71'
C186	1500.00'	S84°50'24"W	42.70'	001°37'52"	42.71'
C187	1500.00'	S83°23'02"W	33.53'	001°16'51"	33.53'
C188	820.00'	N86°36'03"E	110.33'	007°42'54"	110.41'
C189	820.00'	S82°59'34"W	7.14'	000°29'56"	7.14'
C190	820.00'	S84°41'19"W	41.39'	002°53'33"	41.39'
C192	820.00'	S89°39'15"W	23.02'	001°36'30"	23.02'
C193	25.00'	S45°27'30"W	35.36'	090°00'00"	39.27'
C208	820.00'	N87°29'33"E	38.86'	002°42'55"	38.86'



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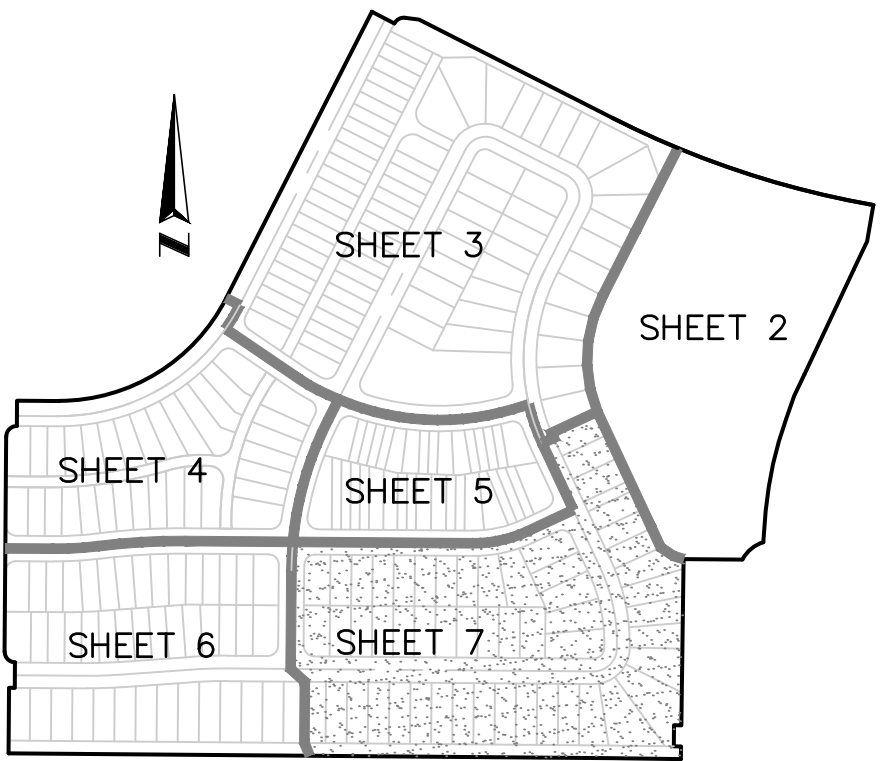
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WELLNESS RIDGE PHASE 1-B

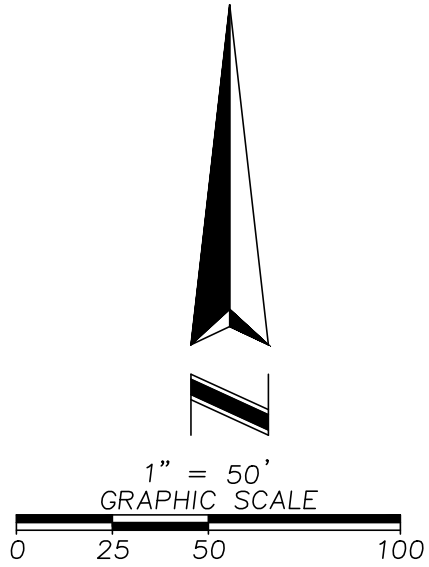
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SHEET 7 OF 7

PLAT BOOK ____ OF ____



KEY MAP (NOT TO SCALE)

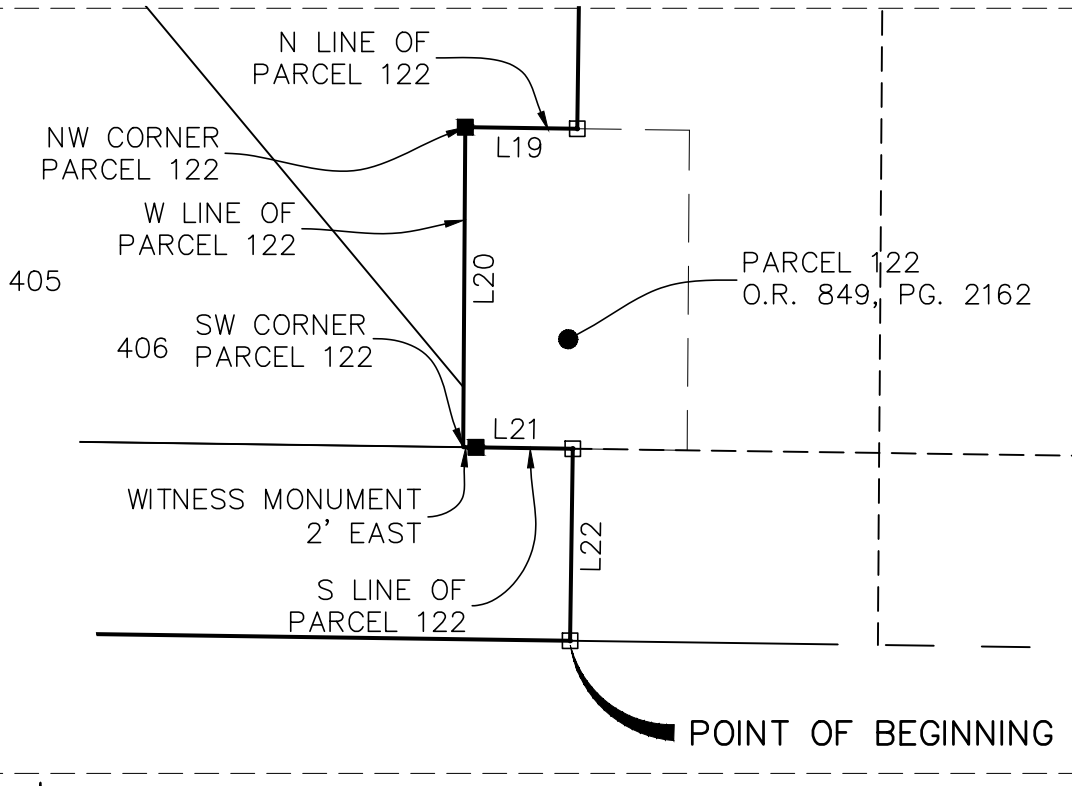
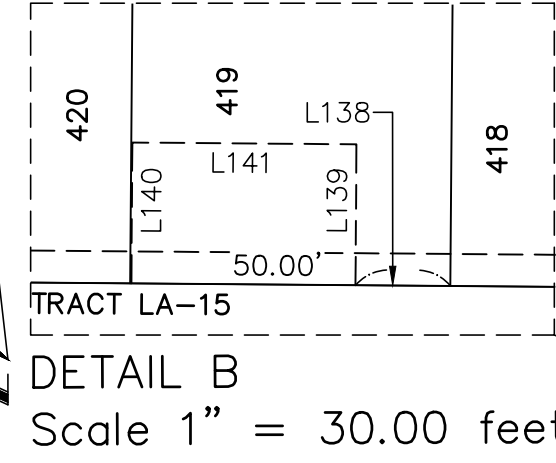


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°12'03"W	166.38'
L19	N89°12'03"W	17.48'
L20	S00°23'38"W	50.00'
L21	S89°12'03"E	17.13'
L22	S00°47'57"W	30.00'
L130	S56°08'06"E	36.58'
L131	S73°23'28"E	24.96'
L138	S89°32'27"E	14.81'
L139	N00°22'41"E	22.00'
L140	S00°22'41"W	22.00'
L141	N89°32'30"W	35.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C107	300.00'	N77°43'45"E	132.21'	025°27'30"	133.30'
C110	55.00'	N46°12'05"E	76.77'	088°30'50"	84.97'
C111	420.00'	N11°31'40"W	195.70'	026°56'40"	197.51'
C117	800.00'	S13°42'23"W	366.67'	026°29'46"	369.96'
C118	800.00'	S02°52'03"W	67.26'	004°49'06"	67.28'
C119	800.00'	S16°06'56"W	300.88'	021°40'40"	302.68'
C150	440.00'	S24°10'29"E	12.67'	001°39'02"	12.68'
C151	450.00'	N10°54'22"W	219.16'	028°11'16"	221.39'
C152	450.00'	S23°57'17"E	16.42'	002°05'26"	16.42'
C153	450.00'	N19°54'23"W	47.15'	006°00'23"	47.17'
C154	450.00'	S13°51'20"E	47.85'	006°05'43"	47.87'
C155	450.00'	S07°45'37"E	47.85'	006°05'43"	47.87'
C156	451.95'	S01°39'06"E	48.06'	006°05'43"	48.08'
C157	450.00'	S02°17'55"W	13.97'	001°46'43"	13.97'
C158	13.00'	S05°43'05"E	4.03'	017°48'42"	4.04'
C159	57.00'	N46°02'36"E	99.38'	121°20'05"	120.71'
C160	57.00'	S00°22'46"E	28.05'	028°29'20"	28.34'
C161	57.00'	N32°01'43"E	35.54'	036°19'38"	36.14'
C162	57.00'	N69°12'32"E	37.15'	038°01'59"	37.84'
C163	57.00'	S82°31'55"E	18.31'	018°29'08"	18.39'
C191	13.00'	N81°24'56"W	3.68'	016°15'09"	3.69'
C264	25.00'	S45°27'30"W	35.36'	090°00'00"	39.27'
C265	330.00'	N77°43'45"E	145.43'	025°27'30"	146.63'
C266	330.00'	S89°16'40"W	13.60'	002°21'40"	13.60'
C267	330.00'	S83°59'47"W	47.20'	008°12'06"	47.24'
C268	330.00'	S75°27'15"W	51.11'	008°52'59"	51.16'
C269	330.00'	S68°00'23"W	34.61'	006°00'45"	34.63'
C270	25.00'	N70°00'00"W	35.36'	090°00'00"	39.27'
C271	390.00'	N11°31'40"W	181.72'	026°56'40"	183.40'
C272	390.00'	N20°20'17"W	63.40'	009°19'26"	63.47'
C273	390.00'	N10°18'12"W	73.03'	010°44'43"	73.14'
C274	390.00'	N01°29'35"W	46.77'	006°52'31"	46.80'
C275	25.00'	N46°12'05"E	34.89'	088°30'50"	38.62'
C276	25.00'	S44°32'30"E	35.36'	090°00'00"	39.27'

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WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22-23-26
N 89°32'30" W 1934.88'
SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22-23-26 FOUND 4"x4" CONCRETE MC NO IDENTIFICATION, CCR #71

(BEARING BASIS)

UTILITY EASEMENT PER O.R.B. 849, PAGE 2156
O.R.B. 849, PAGE 2162

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22-23-26
UTH LINE OF PIPELINE EASEMENT FOR PARCEL 3134 PER O.R. 815, PG. 220, O.R. 815, PG. 222

UNPLATTED

1425.33' (OA)
30.00' PIPELINE EASEMENT FOR PARCEL 3134 PER O.R. 815, PG. 220 & O.R. 815, PG. 222

SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22-23-26 FOUND 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION CCR #84032

SOUTH LINE OF TRACT FD-1

UNPLATTED

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT FD-1
WELLNESS RIDGE PHASE 1-A
P.B. 78, PGS. 53-64

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SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2023		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of bid award with Superior Asphalt, Inc. to provide street resurfacing services for the amount of \$203,852.50.		
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 23-077 to acquire these services. The RFB was fully competed, advertised, and complied with the City of Clermont Procurement Policy. There were two (2) responses to the RFB. The scope of work includes mill and overlay, micro-surfacing, and thermo-plastic markings of Johns Lake Road and Steve's Road. The award is being recommended to the low-responsive and responsible bidder, Superior Asphalt, Inc., in the total amount of \$203,852.50 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$203,852.50 is included in the current year's approved budget. Department Account Code:12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$203,852.50	12541-54603 cap-out roads	\$575,000
Exhibits Attached (copies of original agreements)		
1.	RFB 23-077 Evaluation Tabulation	RFB 23-077 Evaluation Tabulation.pdf
2.	RFB 23-077 Award Recommendation	RFB 23-077 Award Recommendation.pdf



EVALUATION TABULATION

RFB No. RFB 23-077

Street Resurfacing Services 2023

RESPONSE DEADLINE: June 8, 2023 at 2:00 pm

Report Generated: Thursday, June 8, 2023

SELECTED VENDOR TOTALS

Vendor	Total
SUPERIOR ASPHALT, INC.	\$203,852.50
Traverse Group Inc	\$359,130.73

MILL AND OVERLAY (BASIS OF AWARD)

The award will be made to the selected respondent who submits the lowest price on all items when added in the aggregate. All respondents must include costs for mobilization, traffic control, milling existing asphalt (1 inch if called for), asphalt crack fill and seal, street sweep, overlay with 1-inch of Type S3 recycled asphalt, temporary and thermo-plastic pavement markings.

Mill and Overlay (Basis of Award)					SUPERIOR ASPHALT, INC.			Traverse Group Inc		
Selected	Line Item	Street Name	Quantity	Unit of Measure	Unit Cost	Total	Description	Unit Cost	Total	Description
X	1	From Citrus Tower west to US 27 Mill 1.5-inch and add 1.5-inch of asphalt. Approx. 7,381 Square Yards	1	LUMP SUM	\$153,572.30	\$153,572.30	Johns Lake Road Section 1	\$256,595.26	\$256,595.26	Johns Lake Road Section 1

EVALUATION TABULATION
RFB No. RFB 23-077
Street Resurfacing Services 2023

Mill and Overlay (Basis of Award)					SUPERIOR ASPHALT, INC.			Traverse Group Inc		
Selected	Line Item	Street Name	Quantity	Unit of Measure	Unit Cost	Total	Description	Unit Cost	Total	Description
X	2	From Citrus tower to approximately Viewridge Way. Mill 1-inch and add 1-inch of asphalt. Approx. 2,294 Square Yards	1	LUMP SUM	\$50,280.20	\$50,280.20	Steve's Road Section 2	\$102,535.47	\$102,535.47	Steve's Road Section 2
Total						\$203,852.50			\$359,130.73	

ADDITIONAL PRICING

Should certain additional work be required, or should the quantities submitted by the successful respondent of certain classes be increased or decreased from those required by Contract Documents, the unit prices contained below are the basis of quantifying payment to the successful respondent or credit to the City, for such increase or decrease in the work. No additional adjustments will be allowed. The successful respondent is required to enter the unit price.

Additional Pricing				SUPERIOR ASPHALT, INC.	Traverse Group Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
	3	Rut Fill /Scratch Course	TON	\$300.00	\$150.00
	4	Crack Seal	GALLON	\$750.00	\$85.00
	5	6-inch Yellow or White Temp. Paint	LINEAR FEET	\$2.50	\$145.00
	6	Remove Thermo-Plastic Markings	LINEAR FEET	\$3.00	\$5.00

Additional Pricing				SUPERIOR ASPHALT, INC.	Traverse Group Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
	7	Tack Coat	SQUARE YARD	\$2.00	\$1.50
Total				\$0.00	\$0.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-077
Street Resurfacing Services 2023

RESPONSE DEADLINE: June 8, 2023 at 2:00 pm

Monday, June 12, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-077 titled Street Resurfacing Services 2023, the City hereby issues this Award Recommendation to the following company:

SUPERIOR ASPHALT, INC.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2023		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Requesting approval to piggyback contract number JEA11320 from the City of Jacksonville with Polydyne Inc. to provide bulk liquid emulsion polymer supply and delivery.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Jacksonville number JEA11320, to obtain services for bulk liquid emulsion polymer supply and delivery. The City of Jacksonville contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial three(3) year term agreement with three (3) additional terms of one (1) year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking of the City of Jacksonville contract number JEA11320. This contract will provide services for bulk liquid emulsion polymer supply and delivery. The estimated value is \$150,000 for the initial term of the contract. 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 on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest 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 estimated value of this contract anticipated to be spent in FY 2023 is over \$50,000, which is included in the current year's approved budget. These services are budgeted on an annual basis from the sewer fund. Department Account code: 42535-55214		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Contract JEA11320	Contract JEA11320.pdf	
2. ClermontFL from Jacksonville FL 060523	ClermontFL from Jacksonville FL 060523.pdf	
3. 04b 1410933246 Bid Form and Workbook	04b 1410933246 Bid Form and Workbook.pdf	

**CONTRACT
BETWEEN
JEA
AND
POLYDYNE INC.
JEA CONTRACT # JEA11320**

THIS CONTRACT is made and entered into as of the 9th day of February 2023 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **POLYDYNE INC.**, a Delaware corporation authorized to conduct business in the state of Florida with its principal address at ONE CHEMICAL PLANT RD, RICEBORO, Georgia, 31323, United States (“**Company**”).

WHEREAS, JEA issued a Solicitation 1410933246 for “**Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery**”, as amended by Addendum Number One dated November 23, 2022, and Addendum Number Two dated December 06, 2022 (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on **January 19, 2023**, JEA’s Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Seven Million Five Hundred Eighty-Four Thousand Seven Hundred Twenty and 00/100 Dollars (\$7,584,720.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through **February 08, 2026**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to three (3) additional terms of one (1) year(s) each.

5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. Notices.

All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Freddy Gonzalez Vargas
Email: gonzf@jea.com

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:

POLYDYNE INC.
ONE CHEMICAL PLANT RD, RICEBORO, Georgia, 31323, United States
Attn: BOYD STANLEY
Email: bstanley@polydyneinc.com

7. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA:

JEA

Signature:



Signed on Feb 06,2023 | 12:47:10 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Feb 06,2023 | 12:47:10 (GMT -5:00)

WITNESS:

JEA

Signature:



Signed on Feb 06,2023 | 11:54:10 (GMT -5:00)

Email: taljtb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Feb 06,2023 | 11:54:10 (GMT -5:00)

COMPANY:

POLYDYNE, INC.

Signature:



Signed on Feb 06,2023 | 11:48:52 (GMT -5:00)

Email: bstanley@polydyneinc.com
Name: BOYD STANLEY
Title: Senior Vice President
Date: Feb 06,2023 | 11:48:52 (GMT -5:00)

FORM APPROVED:

JEA

Signature:



Signed on Feb 06,2023 | 12:20:59 (GMT -5:00)

Email: lavirc@jea.com
Name: Rebecca Lavie
Title: Assistant General Counsel
Date: Feb 06,2023 | 12:20:59 (GMT -5:00)

Exhibit A

1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Polydyne Inc.

Company's Address: One Chemical Plant Rd., Riceboro, GA 31323

License Number: F01000005154

Phone Number: (800) 848-7659 Option 2 FAX No: (912) 880-2078 Email Address: bids@polydyneinc.com

BID SECURITY REQUIREMENTS ☒ None required ☐ Certified Check or Bond (Five Percent (5%))		TERM OF CONTRACT ☐ One Time Purchase ☒ Annual Requirements - Five (5) years, two (2) one (1) year Renewal ☐ Other, Specify - Project Completion	
SAMPLE REQUIREMENTS ☒ None required ☐ Samples required prior to Bid Opening ☐ Samples may be required subsequent to Bid Opening		SECTION 255.05, FLORIDA STATUTES CONTRACT BOND ☒ None required ☐ Bond required 100% of Bid Award	
QUANTITIES ☐ Quantities indicated are exacting ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.		INSURANCE REQUIREMENTS Insurance required	
PAYMENT DISCOUNTS ☐ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other ☒ None Offered			

ENTER YOUR BID FOR SOLICITATION 1410933246	TOTAL BID PRICE
CLARIFLOC SE-1335 (Enter total from cell H9 in the Bid Workbook)	Total Bid Price \$ 12,641,200.00

☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda 2 through 2


 Handwritten Signature of Authorized Officer of Company or Agent

12/9/2022
 Date

Mark Schlag, Treasurer
 Printed Name and Title

1410933246 - Appendix B Bid Workbook

Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

(Only complete the Prices in Yellow Cells)

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Term in Years	Forecast based on Term	Unit Price (freight included)	Extended Price
1	Supply and Delivery to Buckman WRF	Pounds (lbs)	1,100,000	5	5,500,000	\$ 1.87000	\$ 10,285,000.00
2	Supply and Delivery to Blacks Ford WRF	Pounds (lbs)	165,000	5	825,000	\$ 1.87000	\$ 1,542,750.00
3	Supply and Delivery to Mandarin WRF	Pounds (lbs)	49,000	5	245,000	\$ 1.87000	\$ 458,150.00
4	Supply and Delivery to Monterey WWTP	Pounds (lbs)	30,000	5	150,000	\$ 1.87000	\$ 280,500.00
5	Supply and Delivery to Julington Creek Plantation WRF	Pounds (lbs)	8,000	5	40,000	\$ 1.87000	\$ 74,800.00
TOTAL (for lines 1 through 5 above - Enter this Amount on the Bid Form)					6,760,000	\$	12,641,200.00

June 5, 2023

Duane Land, CPM
City of Clermont
3335 Hancock Road
Clermont, FL 34711

Subject: Piggyback Contract Offer for the Purchase of Polymer
RE: City of Clermont from the City of Jacksonville (JEA)

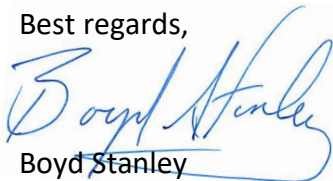
Dear Mr. Land,

Polydyne Inc. is pleased to offer the City of Clermont the option to piggyback the purchase of emulsion polymer, CLARIFLOC SE-946 and CLARIFLOC SE-1877, from the above-referenced JEA contract. With this piggyback agreement, the unit price for CLARIFLOC SE-946 and CLARIFLOC SE-1877 will be \$1.870/Lb. beginning upon acceptance through February 08, 2026. There are also three additional one-year renewal options available.

Attached for your reference, please find a copy of the JEA contract. All terms and conditions stated therein will apply except for delivery terms. Please allow up to 15 business days for delivery after-receipt-of-order (ARO).

We thank you for your business and look forward to continuing our valued partnership. If you have any questions regarding this offer, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley
Sr. Vice-President

Attachments

Please acknowledge your acceptance below and return via email to bids@polydyneinc.com.

Date: _____

**CONTRACT
BETWEEN
JEA
AND
POLYDYNE INC.
JEA CONTRACT # JEA11320**

THIS CONTRACT is made and entered into as of the 9th day of February 2023 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **POLYDYNE INC.**, a Delaware corporation authorized to conduct business in the state of Florida with its principal address at ONE CHEMICAL PLANT RD, RICEBORO, Georgia, 31323, United States (“**Company**”).

WHEREAS, JEA issued a Solicitation 1410933246 for “**Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery**”, as amended by Addendum Number One dated November 23, 2022, and Addendum Number Two dated December 06, 2022 (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on **January 19, 2023**, JEA’s Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Seven Million Five Hundred Eighty-Four Thousand Seven Hundred Twenty and 00/100 Dollars (\$7,584,720.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through **February 08, 2026**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to three (3) additional terms of one (1) year(s) each.

5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. Notices.

All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Freddy Gonzalez Vargas
Email: gonzf@jea.com

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:

POLYDYNE INC.
ONE CHEMICAL PLANT RD, RICEBORO, Georgia, 31323, United States
Attn: BOYD STANLEY
Email: bstanley@polydyneinc.com

7. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA:

JEA

Signature:



Signed on Feb 06,2023 | 12:47:10 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Feb 06,2023 | 12:47:10 (GMT -5:00)

WITNESS:

JEA

Signature:



Signed on Feb 06,2023 | 11:54:10 (GMT -5:00)

Email: taljtb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Feb 06,2023 | 11:54:10 (GMT -5:00)

COMPANY:

POLYDYNE, INC.

Signature:



Signed on Feb 06,2023 | 11:48:52 (GMT -5:00)

Email: bstanley@polydyneinc.com
Name: BOYD STANLEY
Title: Senior Vice President
Date: Feb 06,2023 | 11:48:52 (GMT -5:00)

FORM APPROVED:

JEA

Signature:



Signed on Feb 06,2023 | 12:20:59 (GMT -5:00)

Email: lavirc@jea.com
Name: Rebecca Lavie
Title: Assistant General Counsel
Date: Feb 06,2023 | 12:20:59 (GMT -5:00)

Exhibit A

1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Polydyne Inc.

Company's Address: One Chemical Plant Rd., Riceboro, GA 31323

License Number: F01000005154

Phone Number: (800) 848-7659 Option 2 FAX No: (912) 880-2078 Email Address: bids@polydyneinc.com

BID SECURITY REQUIREMENTS ☒ None required ☐ Certified Check or Bond (Five Percent (5%))		TERM OF CONTRACT ☐ One Time Purchase ☒ Annual Requirements - Five (5) years, two (2) one (1) year Renewal ☐ Other, Specify - Project Completion	
SAMPLE REQUIREMENTS ☒ None required ☐ Samples required prior to Bid Opening ☐ Samples may be required subsequent to Bid Opening		SECTION 255.05, FLORIDA STATUTES CONTRACT BOND ☒ None required ☐ Bond required 100% of Bid Award	
QUANTITIES ☐ Quantities indicated are exacting ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.		INSURANCE REQUIREMENTS Insurance required	
PAYMENT DISCOUNTS ☐ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other _____ ☒ None Offered			

ENTER YOUR BID FOR SOLICITATION 1410933246	TOTAL BID PRICE
CLARIFLOC SE-1335 (Enter total from cell H9 in the Bid Workbook)	Total Bid Price \$ 12,641,200.00

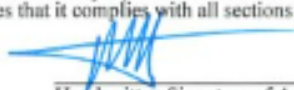
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

2 through 2



Handwritten Signature of Authorized Officer of Company or Agent

12/9/2022

Date

Mark Schlag, Treasurer

Printed Name and Title

1410933246 - Appendix B Bid Workbook

Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

(Only complete the Prices in Yellow Cells)

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Term in Years	Forecast based on Term	Unit Price (freight included)	Extended Price
1	Supply and Delivery to Buckman WRF	Pounds (lbs)	1,100,000	5	5,500,000	\$ 1.87000	\$ 10,285,000.00
2	Supply and Delivery to Blacks Ford WRF	Pounds (lbs)	165,000	5	825,000	\$ 1.87000	\$ 1,542,750.00
3	Supply and Delivery to Mandarin WRF	Pounds (lbs)	49,000	5	245,000	\$ 1.87000	\$ 458,150.00
4	Supply and Delivery to Monterey WWTP	Pounds (lbs)	30,000	5	150,000	\$ 1.87000	\$ 280,500.00
5	Supply and Delivery to Julington Creek Plantation WRF	Pounds (lbs)	8,000	5	40,000	\$ 1.87000	\$ 74,800.00
TOTAL (for lines 1 through 5 above - Enter this Amount on the Bid Form)					6,760,000	\$	12,641,200.00

Audit Summary for Contract number JEA11320, titled Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Report Time

02/06/2023 | 17:47:20 (GMT)

Agreement Name

Contract number JEA11320, titled Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Document Created Time

01/31/2023 | 17:45:56 (GMT)

Document Created By

Jessica Talley (talljb@jea.com)

Document Sent Time

01/31/2023 | 17:45:56 (GMT)

Transaction ID

2b44fa3d-665b-40fa-91f3-b98c4f0d702f

Documents

1675187131917.pdf

Recipients

BOYD STANLEY(bstanley@polydyneinc.com), Jessica Talley(talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum(gleejs@jea.com)

Document Status

Completed

Document Status Action Time

02/06/2023 | 17:47:20 (GMT)

Number of Signatures

4

Number of Initials

0

Number of Stamps

0

Number of Pages in Document

7

CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
01/31/2023 17:45:56 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - BOYD STANLEY (bstanley@polydyneinc.com)

Time	IP Address	Geolocation	Browser	OS
01/31/2023 17:46:02 (GMT)	-	-	-	-

- Reminder mail sent to BOYD STANLEY (bstanley@polydyneinc.com)

Time	IP Address	Geolocation	Browser	OS
02/02/2023 16:56:57 (GMT)	-	-	-	-

Rebecca Beasley

From: JEA_source@zycus.com
Sent: Friday, December 9, 2022 5:07 PM
To: US-RIC-Polydyne Bid Dept.
Subject: Your Response has been submitted : 1410933246

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Boyd Stanley,

The response for the event IFB - Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery : 1410933246 has been submitted successfully.

Regards,
Technical Support Team
Zycus Supplier Network



Procurement Department Bid Office
Customer Center - 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

December 6, 2022

ADDENDUM NUMBER: Two (2)

TITLE: Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

JEA IFB NUMBER: 1410933246

BID DUE DATE: ~~December 6, 2022~~ December 13, 2022

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 02:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. JEA is extending the solicitation due date to **December 13, 2022**.
2. JEA is providing the following documents:
 - **1410933246 Addendum 2 Appendix B - Bid Workbook**
 - 1410933246 Addendum 2 Appendix B - Bid Workbook is being issued to replace the document titled 1410933246 Appendix B - Bid Workbook
 - Please ensure 1410933246 Addendum 2 Appendix B - Bid Workbook is completed and submitted for this Solicitation.
 - **1410933246 Addendum 2 Pre-Proposal Attendee List**
3. JEA is providing responses to the following questions:
 - If the incumbent retains the business, using the same polymer, do they need to clean out the polymer tanks?
 - No; a clean out would not be required if the incumbent supplier retains the business

PRE-PROPOSAL ATTENDEES

IFB 1410933246	TITLE: Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery					
COORDINATOR	BUYER	Mandatory Pre-Proposal	PRE PROPOSAL DATE	PRE PROPOSAL TIME		
Freddy Gonzalez Vargas	Darriel Brown		November 7, 2022	10:00 AM		
Email: gonzf@jea.com	Email: browdd@jea.com		Location: WebEx			
COMPANY NAME	CONTACT PERSON	PHONE	EMAIL	PRIME	SUB	JSEB
Polydyne Inc.	Chris Cherp	941-961-3998	CCherp@snf.com	X		
Polydyne Inc.	Rebecca Beasley	912-880-8013	rbeasley@polydyneinc.com	X		
Polydyne Inc.	Kevin Surla	912-318-5632	KSurla@polydyneinc.com	X		

[illegible]



Procurement Department Bid Office
Customer Center - 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

November 23, 2022

ADDENDUM NUMBER: One (1)

TITLE: Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

JEA IFB NUMBER: 1410933246

BID DUE DATE: ~~November 29, 2022~~ **December 6, 2022**

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 02:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. JEA is extending the solicitation due date to **December 6, 2022**.

**Solicitation
For Participation in
Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery
for**



Jacksonville, FL

Solicitation Number 1410933246

Mandatory Pre-Bid Meeting via WebEx or Teleconference on November 7, 2022, at 10:00 AM

Meeting URL: <https://jeameeting.webex.com/>

Meeting Number (Access Code): 2306 504 9360

Meeting Password: prebid

Meeting Dial In: 1-415-655-0001

**Email Darriel Brown (browdd@jea.com) 24 hours before the Pre-Bid Meeting
so that your attendance can be confirmed.**

Bids are due on November 29, 2022 by 12:00 PM EST

Proposals shall be electronically submitted per instructions in this solicitation.

**JEA will publicly open all Bids received from qualified Bidders on the Bid Due Date, via Webex. A meeting
link will be provided within 48 hours of Proposal opening on jea.com**

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Solicitation

1. REQUEST FOR QUOTE

1.1. INVITATION

1.1.1. SCOPE OF WORK

Company shall deliver liquid emulsion polymer for use as a biosolids coagulant and conditioner for the thickening and dewatering processes at JEA's Buckman Biosolids Disposal Facility (BBDF).

If the proposed polymer is not one of the Pre-Qualified Polymers listed in Appendix A - Technical Specifications, the lowest responsive and responsible Bidder will be required to qualify its product through a production run test, prior to JEA's award of a contract. If the lowest Bidder's product does not pass the initial test, as outlined in the Appendix A Technical Specification, that Bidder will be rejected. JEA will then allow the second lowest Bidder to test its product. This qualification process will continue until the lowest responsive and responsible bidder is qualified. If JEA does not qualify any products, JEA may elect to rescind the solicitation.

Additional information can be found in Appendix A - Technical Specifications.

1.1.2. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For All Questions:

Buyer: Darriel Brown

E-mail: browdd@jea.com

1.1.3. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

JEA Solicitation Number: 1410933246

To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at jea.com.

Bid Due Date: November 29, 2022

Bid Due Time: 12:00 PM (noon) EST

To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at jea.com, search key word "Zycus" to connect to the online sourcing platform. Or click the following link:

https://www.jea.com/about/procurement/zycus_portal/

Closing Date and Time & Response Due Date: Per Zycus Close Date See Solicitation # on Zycus cloud-based sourcing platform for more details. Refer to Appendix C - Zycus Supplier Instructions for information on submitting a Bid in the Zycus system.

The Respondent shall be solely responsible for delivery of its Response to the electronic Zycus platform.

Responses are due by the time and on the date listed above. Late Responses may not be accepted.

Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit bids early to ensure uploading process goes smoothly.

1.1.4. MANDATORY PRE-BID MEETING TELECONFERENCE

There will be a Mandatory Pre-Bid meeting associated with this Solicitation. All interested Companies must attend the Pre-Bid meeting teleconference or WebEx.

Those planning to attend the Pre-Bid meeting in person should email their name and contact information to: browdd@jea.com, at least 24 hours prior to the Pre-Bid meeting to facilitate roll call. A Bidder shall only sign in representing one company, unless otherwise specified by JEA. Companies not attending the Pre-Bid meeting may have their Bid rejected and returned unopened.

Bidders must be on time to the meeting and must be present at the starting time of the meeting. Bidders not arriving on time for the meeting may have their Bids rejected and returned unopened.

Meeting Date: November 7, 2022

Meeting Time: 10:00 AM EST

Meeting URL: <https://jeameeting.webex.com/>

Meeting number (access code): 2306 504 9360

Meeting password: prebid

Dial-In: 1-415-655-0001

1.1.5. OPENING OF BIDS

All Responses received shall be publicly announced and recorded at 2:00 PM on the Proposal Due Date in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this Solicitation. It is the responsibility of the Respondent to ensure and certify that it meets the Minimum Qualifications stated below. All Respondents not meeting all of the following criteria will have their Response rejected:

- The Bidder shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years as of the Bid Due Date.
 - A similar service contract is defined as bulk polymer supply contract of \$500,000.00 for any one (1) year period for each contract. The service contracts submitted must be from two (2) different customers.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one (1) Contract for the Work. JEA reserves the right to Award one or more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form and Response Form by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- Bid Form - This can be found in Appendix B of this Solicitation
- List of subcontractors/Shop Fabricators (if applicable)

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA may reject the Response.

B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form - This form can be found at JEA.com
https://www.jea.com/about/procurement/bid_forms/
- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as requires by the Technical Specifications

1.2.4. SAFETY QUALIFICATION REQUIREMENTS

Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the highest ranked Respondent. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 PM Eastern Time on the 10th business day, JEA will reject the company's Response, and proceed to Award to the next highest ranked Respondent.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a company to be approved as JEA Safety Qualified. It is the Bidder's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on https://www.jea.com/About/Procurement/Contractor_Safety/.

1.2.5. BASIS OF AWARD - LOWEST COST TO JEA

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose total price stated on the Response Form is the lowest cost to JEA.

JEA will use the Respondent's total price stated on the Response Form when making price comparisons for Award purposes.

Please note, a Respondent's total price shall not be increased during the Solicitation process.

1.3. GENERAL INSTRUCTIONS

1.3.1. COMPLETING THE BID DOCUMENTS

Bidders shall complete and submit all Bid Documents with responses typewritten or written in ink.

When a blank is marked "optional" on the bid form, the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer, shall sign the Bid Documents. Failure to sign the Bid Documents may disqualify the Bid. JEA approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

1.3.2. CALCULATION OF THE BID PRICE

JEA will use the Bidder's Total Bid Price stated on the Bid Form when making price comparisons for Award purposes.

1.3.3. MODIFICATION OR WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of 90 days following the opening of Bids.

1.3.4. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Bid (Solicitation). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Solicitation Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.3.5. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal or Bid and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

1.3.6. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.3.7. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an Solicitation between a company submitting a Response and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning this Solicitation must be sent in writing via email to

the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

1.3.8. AVAILABILITY OF RESPONSES AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of proposal opening results at www.jea.com.

1.3.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Response Form, the Respondent certifies and represents as follows:

A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.3.10. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Respondent, and Respondent shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

1.3.11. ETHICS

By submitting a Response, the Respondent certifies this Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondents and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Bids from JEA officers or employees, as well as, any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.3.12. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.3.13. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.3.14. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of 90 days following the opening of Responses.

1.3.15. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.3.16. PROTEST OF SOLICITATION AND AWARD PROCESS

Respondents shall file any protests regarding this Solicitation in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.3.17. RESERVATION OF RIGHTS TO JEA

This Solicitation provides potential Companies with information to enable the submission of written offers. This Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue, and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitation s were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.18. SUBCONTRACTORS

JEA shall specify the major Subcontractors that the Company must list is the Company intends to use a Subcontractor to perform a portion of the Work, unless the Work will be self-performed by the Company. The Subcontractors that JEA requires to be listed is stated in the Section titled "Required Forms to Be Submitted with the Bid". The major Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure of the Company to submit the required Subcontractor information on the form with its Bid shall result in rejection of the Company's Bid.

The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Company plans to use Subcontractors or subsupplier/shop fabricators to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Bid/Proposal Due Date. □@ Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Bid/Proposal.

1.3.19. SUNSHINE LAW

General:

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions:

If a Respondent believe that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Request Coordinator T-8
JEA, 21 West Church Street
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com**

1.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.4.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM

It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB firms; however, the Respondent is not required to utilize a JSEB to be awarded this Contract.

For more information regarding the JSEB program, please contact Rita Scott, JEA, JSEB Manager, scotrl@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation

and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules, and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful company.

2.2.5. CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

2.2.6. CONTRACT

An agreement between JEA and the Respondent, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Respondent, or a JEA issued Change Order.

2.2.7. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.8. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.2.9. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Respondent, to the date Respondent has agreed to complete the Work, as set forth in the Contract Documents.

2.2.10. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.11. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

2.2.12. INVITATION TO BID

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.13. INVOICE

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.14. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.15. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.16. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Respondent averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.17. PAYMENT AND PERFORMANCE BONDS

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Respondent averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.20. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.21. QUALITY ASSURANCE

Actions that JEA takes to assess the Company's performance under the Contract.

2.2.22. QUALITY CONTROL

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

2.2.23. RESPONSE

The document describing the Company's offer submitted in response to this Solicitation.

2.2.24. RESPONDENT

The respondent to this Solicitation.

2.2.25. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Respondents that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.26. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.27. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.28. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.29. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error, or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Technical Specifications associated with this Solicitation

- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- This Solicitation
- Bid Documents
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials, or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD – MONTHLY PAYMENTS

JEA will be paying a monthly invoice for work performed during that month. The actual amount of the invoice may be from multiple Bid Form line items, summed together to make the total monthly invoice.

2.4.2. PRICE ADJUSTMENT

Contract prices for the items listed on the Bid Form will remain fixed for the first year of the Contract. Thereafter, the Company may request a price adjustment annually. Each request for a Price Adjustment must be made within thirty (30) days of the Anniversary Date of the Contract. If the Company fails to submit a timely price adjustment request, the Company may be denied the price adjustment for the upcoming year. When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for All Urban Consumers (CPI-U,) published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months of the Company's written price adjustment request is received by JEA. In no event shall the annual price adjustment exceed 5% up or down.

The following is the current link to the CPI-U index <https://data.bls.gov/timeseries/CUUR0000SA0>.

2.4.3. COST SAVING PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.4. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.5. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.6. COST SAVING PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.7. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

The Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.8. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.9. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.4.10. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Record

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY - SERVICE

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials, and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors, and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the service levels, functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of 90 days following Delivery of the Work. If any failure to meet the foregoing warranty appears within 90 days after Delivery, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability and Professional Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.6.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7. ACCEPTANCE

2.7.1. ACCEPTANCE

JEA's written notice by the JEA Representative to the Company that all Work as specified for an individual service or repair has been completed to JEA's satisfaction. If Company does not receive a written notice from JEA within sixty (60) days from completion of the repair or service, the repair or service will be deemed to have reached Acceptance. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of the repair or service. Acceptance is only applicable to the entirety of the repair or service as specified in the Contract, Purchase Order, Work Order. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules, and regulations.

2.7.2. ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

2.8. TERM AND TERMINATION

2.8.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional two (2) one (1) year periods.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.8.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.8.3. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;

- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.9. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1. PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
 - a. Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
 - b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,
 - c. Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.9.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for

the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.9.3. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.9.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.9.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or un-copyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.9.6. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.10. LABOR

2.10.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.10.2. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.10.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.10.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.10.5. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.11. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within 6 hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.11.2. NOTIFICATION OF SURETY

The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within ten (10) days of date of Purchase Order.

2.11.3. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.11.4. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.11.5. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.11.6. PERFORMANCE OF THE WORK

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

2.11.7. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.12. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard which are available upon request.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top

Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.13. JEA RESPONSIBILITIES

2.13.1. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.14. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.14.1. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with a five (5) day written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of Services due to the Company's negligence or failure to perform, may affect the Company's compensation as outlined in the Contract and/or result in the termination of the Contract.

2.14.2. CHANGES IN THE WORK

Changes in the Work, including changes to scope, quantities, price, schedule or completion date, may be authorized through Supplemental Work Authorizations or through a Change Order.

2.14.3. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.14.4. USE OF THE SUPPLEMENTAL WORK AUTHORIZATION (SWA)

The JEA Representative will issue a written SWA to incorporate cost or schedule changes into the Contract. Issuance of an SWA is solely at the discretion of the JEA Representative. The SWA shall be used for increases or decreases in the Contract price, within the SWA amount set forth in the Bid, or to make changes in schedule for

performance of the Work. An SWA shall authorize the Company to perform changes in the Work. The Company shall not start on SWA work until the Company receives a fully authorized, written SWA form, signed by the appropriate JEA personnel - the Company shall not consider verbal statements as authorization to proceed with the changes. The Company should not expect that any SWAs will be issued. JEA shall have no obligation to pay for SWA work unless the same is performed pursuant to a written SWA form signed before the SWA work is commenced.

2.15. MISCELLANEOUS PROVISIONS

2.15.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.15.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

2.15.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.15.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.15.5. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.15.6. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

2.15.7. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.15.8. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed

to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.15.9. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.15.10. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.15.11. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.15.12. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.15.13. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.15.14. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.15.15. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.15.16. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.15.17. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.15.18. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.15.19. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.15.20. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

2.15.21. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.15.22. JEA PROJECT SECURITY PROGRAM

The JEA Project Security Program establishes a coordinated security program and assigns specific security responsibilities for which the Company and/or its Subcontractors shall be responsible at while performing services at existing JEA facilities and upon the substantial completion of new facilities. The programs objectives are 1) to direct all project security activities toward a single goal--no breaches, thefts or vandalism, and 2) to ensure effective coordination and communication of all project security activities with JEA Security.

In general, the Company shall provide on-site JEA security personnel at any time a JEA facility's perimeter is unsecured, including but not limited to, alarms disabled, fences or gates down, traffic flows that require gates to be opened repeatedly and/or for more than one hour of the work day. The Company shall schedule security personnel through JEA Security. Where existing lighting is disabled or otherwise impacted by the Work, the Company shall provide temporary lighting equal to or exceeding that which exists.

Further, the Company shall be responsible for complying with all applicable provisions of Chapter 12 "Security Program" of the JEA Contractor Safety Management Process Safety Requirements, a copy of which may be obtained upon request.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

4. FORMS

4.1. FORMS (APPENDIX B)

- 1410933246 Appendix B - Bid Form
- 1410933246 Appendix B - Minimum Qualifications Form

5. SUPPLEMENTAL DOCUMENTS (APPENDIX C)

Additional information for this solicitation can be found in the following documents:

- 1410933246 Appendix C - Zycus Supplier Instructions

SCOPE

Company shall deliver liquid emulsion polymer for use as a biosolids coagulant and conditioner for the thickening and dewatering processes at JEA's Buckman Water Reclamation Facility (WRF), Blacks Ford WRF, Mandarin WRF, Monterey Wastewater Treatment Plant (WWTP), and Julington Creek Plantation WRF.

Prior to JEA's award of a contract, the lowest responsive and responsible Bidder will be required to qualify its product through a production run test. If the lowest Bidder's product does not pass the initial test, as outlined in the Appendix A Technical Specification, that Bidder will be rejected. JEA will then allow the second lowest Bidder to test its product. This qualification process will continue until the lowest responsive and responsible bidder is qualified. If JEA does not qualify any products, JEA may elect to rescind the solicitation.

Pre-Qualified Polymers

Polymers, which have been shown effective in meeting the minimum acceptable performance, and have similar feed characteristics in dewatering digested sludge at all of JEA's WRFs and WWTPs, are the following:

- (A) Clarifloc SE-1335 – a product of Polydyne Inc.
- (B) Praestol K290FLX – a product of Stockhausen, Inc.

PRE-AWARD REQUIREMENTS

Pre-Bid Product Evaluation Opportunity

Each Bidder will be provided an opportunity to collect sample(s) of the process feedstock(s) for evaluation of potential polymer candidates. Bidders will be responsible for transportation of samples to their respective testing facilities. No onsite testing at the WRFs or WWTPs to be performed prior to final selection of Bidder/product.

Performance Testing and Evaluation

The testing will be done within twenty-one (21) days after the Bidder is notified that they have been selected to as the lowest responsive responsive Bidder. JEA will hold a mandatory conference to schedule testing with the Company. The Bidder will conduct their test using the existing residuals processing equipment at the Buckman WRF, Blacks Ford WRF, Mandarin WRF, Monterey WWTP, Blacks Ford WRF and Julington Creek Plantation WRF.

JEA will evaluate the test to validate that the Bidder is able to obtain at least two (2) sample runs of eight hour duration that meet the minimum requirements of producing twenty-one percent (21%) cake solids, ninety-two percent (92%) solids capture, with a dosing rate of no more than sixty (60) pounds of total (not active) polymer per dry ton of recovered solids processed. The selected product must also meet minimum performance criteria for use in sludge thickening operations (Gravity Belt Thickener) for raw sludge. Characteristics will be raw, undigested sludge of 1.0-3.0% solids. Minimum performance is five percent (5%) cake solids and eighty-five percent (85%) solids capture. With a dosing rate of no more than fifteen (15) pounds of total (not active) polymer per dry ton of recovered solids processed.

If the Bidder meets this minimum requirement then they will have satisfied the performance test and will be considered for an Award of the Contract.

The product must be a liquid emulsion - type polymer

The polymer supplied for the performance test will be supplied in 275 gallon totes in a sufficient quantity to operate one centrifuge for the duration of the performance testing.

The Bidder may have two (2) hours prior to the two (2) eight (8) hour sample runs to stabilize the system and resolve any technical difficulties. The feed characteristics will be digested residuals between 1.0% and 4.0% solids with a feed rate to the centrifuge of approximately 200 gallons per minute (GPM).

The Bid Form will list an acceptable liquid emulsion-type polymer product by manufacturer name and the name of the product to be offered. Each Bidder is to quote on one (1) product only, stating the unit price per pound (\$/lb.) of **total polymer (not % active) and the percent (%) active content of the polymer. The Unit Price shall include freight charge from the source of supply to the Buckman WRF and shall include delivery into the bulk polymer container located at 2400 Talleyrand Avenue, Jacksonville, Florida.**

USE OF PRODUCTS OF OTHER SUPPLIERS

JEA reserves the right to purchase and/or use polymer or other flocculating agents from other companies during the Term of the Contract.

AFTER AWARD OF CONTRACT/CONTRACT REQUIREMENTS

SHIPPING AND DELIVERY

Prior to the Company delivering their first load of product into the JEA's bulk polymer storage tank(s), the Company shall completely clean the tank of all previous product residues. The method of cleaning will be the Company's responsibility but will consider corrosion, explosion, pretreatment requirements, and other detrimental effects to JEA's facilities. The Company shall be responsible for providing alternative polymer storage during the cleaning period including leases and demurrage. Disposal of the residual polymer waste will be allowed onsite.

All transportation equipment shall be thoroughly cleaned and free from scale and other foreign matter. Defective containers from which polymer cannot be withdrawn because of defective valves; viscosity or other reasons shall be rejected and shall be replaced immediately at the Company's expense.

The polymer shall be delivered to the below five (5) addresses within three (3) working days after email notification to the Company, except as otherwise permitted by JEA. All vehicles shall comply with Florida Department of Transportation regulations including weight restrictions.

- Buckman WRF – 2400 Talleyrand Avenue, Jacksonville, FL 32206
- Blacks Ford WRF – 1245 Reclamation Drive, St Johns, FL 32259
- Mandarin WRF – 10828 Hampton Road, Jacksonville, FL 32257
- Monterey WWTP – 5802 Harris Street, Jacksonville, FL 32211
- Julington Creek Plantation WRF – 220 Davis Pond Boulevard, Fruit Cove, FL 32259

JEA will normally give at least three (3) working days' notice for delivery; however, Company shall be obligated to supply polymer if and when ordered, within forty-eight (48) hours in case of emergencies, for continuous plant control of the dewatering process.

JEA's facilities for polymer provide for unloading of polymer within fifteen (15) feet of storage tank. Polymer delivery trucks shall be equipped to push and/or pump the polymer into the storage tank. Any changes required on the existing equipment shall be the responsibility of the polymer Company and all costs for these modifications shall be borne by the Company.

Regular delivery of polymer shall be scheduled to arrive at the WRFs and WWTPs between 8:00 AM and 3:00 PM, Monday through Friday, unless otherwise arranged by JEA. Certified weight tickets must accompany each shipment. JEA reserves the right to have any or all delivery trucks weighed on an independent scale prior to and after unloading and a certified weight ticket given to JEA, and pay the Company in accordance with those weights.

If a contract hauler is utilized by the Company, JEA will not be responsible for any charges, if delivery is made at other than the above specified times unless previously scheduled by JEA, or if the delivery is rejected for any reason.

JEA shall not be responsible for lease, demurrage, or deposit of any vehicles or containers. The obligation of all leases, demurrage, and/or deposits shall rest with the Company.

JEA Delivery Special Instructions:

All chemicals must be delivered to JEA facilities between 8:00 am and 3:00 pm unless prior approval from JEA has been obtained.

Additional sites may be added to the Contract, or existing sites listed herein may be deleted from the delivery schedule during the Term of the Contract at no additional cost or unit price increase.

Safety Data Sheets (SDS) information for each chemical/material required for this contract shall be provided to JEA, and additional SDSs shall be provided for any and all changes to any chemical/material.

Ridenour Central Control must be notified at (904) 665-4553 no less than thirty (30) minutes prior to delivery at **ANY** Wastewater Treatment Plant.

Additionally, for deliveries to the following Wastewater Treatment Plants, Company shall call and notify the specific plant no less than thirty (30) minutes prior to delivery to any Wastewater Treatment Plant. Phone numbers for each Plant are provided below.

Buckman Biosolids:	(904) 665-8355 or (904) 665-8364
Buckman Wet Side:	(904) 665-8315 or (904) 665-8316
Blacks Ford:	(904) 665-7133 or (904) 665-4805
Mandarin:	(904) 665-7917 or (904) 665-8861
Monterey:	(904) 665-6611 or (904) 322-9406
Julington Creek:	(904) 665-4617

Product will not be unloaded unless there is a JEA Wastewater Treatment Representative on site.

MATERIAL REQUIREMENTS

The polymer to be furnished will be evaluated by JEA. The Company guarantees that the product offered will meet the following specifications and performance standards when in ordinary use by JEA:

- The polymer shall be a liquid emulsion - type polymer
- Viscosity: Product must be compatible with the existing system.
- Temperature: Product's effectiveness shall not be altered significantly. Company must provide recommended handling procedures due to weather conditions.
- pH: Must not cause adverse effects, in any way.
- Shelf Life: Product must maintain its strength for up to six full months after delivery. Physical and chemical characteristics of the product shall not change during this time period.
- Product and constituents shall meet the requirements for a non-hazardous material according to the guidelines of the Hazardous Waste Act.
- Product must not create an adverse effect, in any way, on the polymer system, dewatering systems, and receiving streams which would require additional treatment before discharge.
- Product must not be corrosive to concrete or metals.
- Product will produce twenty-one percent (21%) cake solids and ninety-two percent (92%) solids capture at a dosing rate of no more than sixty (60) lbs. of total (not percent (%) active) polymer per dry ton solids processed.

PRODUCT INSPECTION

The polymer sample (one (1) pint) to be collected during centrifuge testing will be retained as a control sample and may be utilized during the Contract Term to evaluate each delivered truckload. If polymer has a shelf-life of less than twelve (12) months, an additional sample will be taken from one of the deliveries at a later date. JEA reserves the right to have any or all shipments of polymer inspected.

If the polymer does not meet the requirements of the Material Requirements stated above, or does not perform as well as the control sample; or if any of JEA's facilities are damaged as a result of the impurities in the polymer, the Company shall reimburse JEA for the resulting cost of any repair, replacement, and biosolids disposal.

Within ten (10) working days after delivery of polymer to the JEA site, the Company or a laboratory of their choice shall submit to JEA certified data for the determination of percent of active solid ingredients, percent solids, pH, viscosity, and density.

REJECTION OF MATERIAL

If any shipment of polymer is proven to be below the quality required by these Specifications, JEA reserves the right to reject that shipment. The rejected material shall be removed by the Company, or the contracted hauler, at the Company's expense. The Company shall then replace the rejected material with satisfactory material or credit JEA with the full delivered price of the rejected material. Additionally, the Company shall reimburse JEA for the resulting cost of any repair, replacement, and biosolids disposal.

TECHNICAL SERVICE

In the case of an emergency involving polymer, the Company will be required to provide technical assistance within twenty-four (24) hours of notification of such need. Therefore, the Company must have a qualified technical service representative residing in the State of Florida throughout

1410933246 Appendix A - Technical Specifications
Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

the contract period or guarantee in writing the twenty-four (24) hour on-site assistance. All costs incurred as a result of this assistance shall be the responsibility of the Company.

SAFETY OF PRODUCT

The polymer to be tested must be in accordance with the Hazardous Waste Act (effective November 19, 1980) and have low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. Product must have no objectionable odor. First aid or other suggested medical treatment procedures for the product must be furnished by the Company prior to the delivery of the first shipment. The Company shall also submit procedures to be initiated when a polymer spill has occurred.

Appendix B - Bid Forms
1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Polydyne Inc.

Company's Address: One Chemical Plant Rd., Riceboro, GA 31323

License Number: F01000005154

Phone Number: (800) 848-7659 Option 2 FAX No: (912) 880-2078 Email Address: bids@polydyneinc.com

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- ☐ One Time Purchase
☒ Annual Requirements - Five (5) years, two (2) one (1) year Renewal
☐ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☒ None Offered

ENTER YOUR BID FOR SOLICITATION 1410933246	TOTAL BID PRICE
CLARIFLOC SE-1335 Total Bid Price (Enter total from cell H9 in the Bid Workbook)	\$ 12,641,200.00

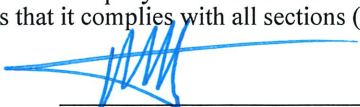
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

2 through 2


Handwritten Signature of Authorized Officer of Company or Agent

12/9/2022

Date

Mark Schlag, Treasurer

Printed Name and Title

Appendix B - Bid Forms
1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

Subcontractor Form

JEA Solicitation Number 1410933246 may require certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

No Subcontractors will be used if			
Polydyne Inc. is awarded the			
contract for Solicitation Number			
1410933246.			

SOLICITATION NUMBER 1410933246

CONTINUING SERVICES FOR BULK LIQUID EMULSION POLYMER SUPPLY AND DELIVERY

APPENDIX B MINIMUM QUALIFICATIONS FORM

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THE ORIGINAL AND TWO (2) COPIES OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

BIDDER INFORMATION

COMPANY NAME: Polydyne Inc.

BUSINESS ADDRESS: One Chemical Plant Rd.

CITY, STATE, ZIP CODE: Riceboro, GA 31323

TELEPHONE: (800) 848-7659 Option 2

FAX: (912) 880-2078

E-MAIL: bids@polydyneinc.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Mark Schlag

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Mark Schlag, Treasurer

MINIMUM QUALIFICATIONS:

- The Bidder shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years as of the Bid Due Date.
 - A similar service contract is defined as bulk polymer supply contract of \$500,000.00 for any one (1) year period for each contract. The service contracts submitted must be from two (2) different customers.

SOLICITATION NUMBER 1410933246

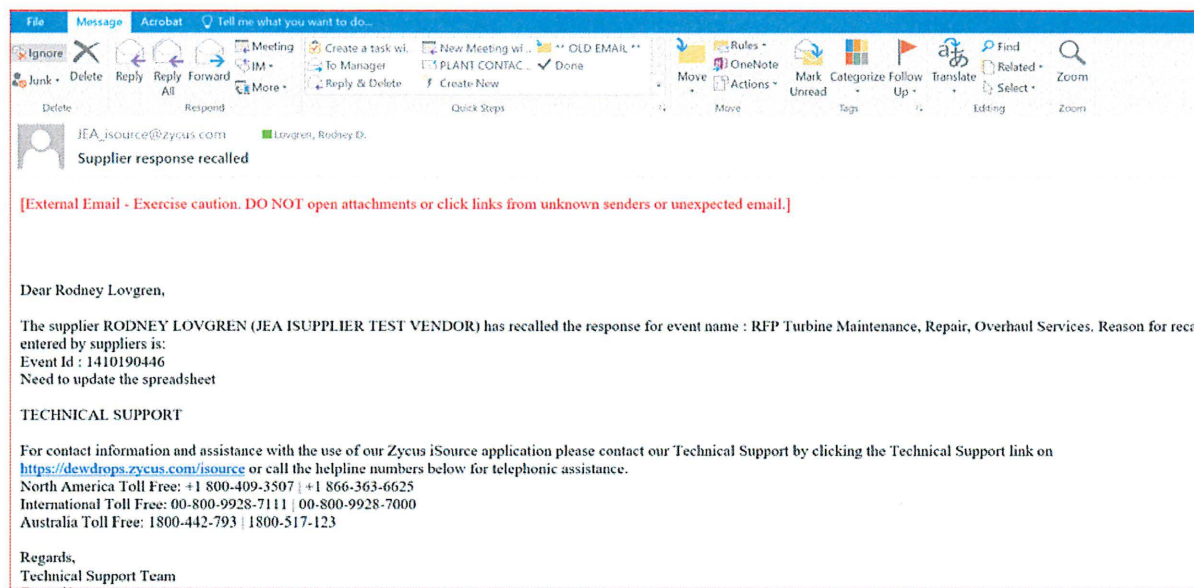
CONTINUING SERVICES FOR BULK LIQUID EMULSION POLYMER SUPPLY AND DELIVERY

APPENDIX B MINIMUM QUALIFICATIONS FORM

1410933246 - Appendix B Bid Workbook
Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery
(Only complete the Prices in Yellow Cells)

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Term in Years	Forecast based on Term	Unit Price (freight included)	Extended Price
1	Supply and Delivery to Buckman WRF	Pounds (lbs)	1,100,000	5	5,500,000	\$ 1.87000	\$ 10,285,000.00
2	Supply and Delivery to Blacks Ford WRF	Pounds (lbs)	165,000	5	825,000	\$ 1.87000	\$ 1,542,750.00
3	Supply and Delivery to Mandarin WRF	Pounds (lbs)	49,000	5	245,000	\$ 1.87000	\$ 458,150.00
4	Supply and Delivery to Monterey WWTP	Pounds (lbs)	30,000	5	150,000	\$ 1.87000	\$ 280,500.00
5	Supply and Delivery to Julington Creek Plantation WRF	Pounds (lbs)	8,000	5	40,000	\$ 1.87000	\$ 74,800.00
TOTAL (for lines 1 through 5 above - Enter this Amount on the Bid Form)					6,760,000	\$	12,641,200.00

Appendix C – Zycus Supplier Instructions



Once modifications are made, the Bidder will go back to the Submit the response process to confirm the resubmission.

All Responses or Bids shall be delivered electronically via the Zycus platform. An automated, detailed auditing system provides sealed Proposal integrity. Proposal remain sealed on the platform until the Close Date & Time (Due Date & Time).

The Proposer shall be solely responsible for delivery of its Proposal to the electronic Zycus platform.



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
6. No relative of a JEA officer or employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.



CONFLICT OF INTEREST DISCLOSURE FORM

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.
Questions about this form? Contact (JEA, fill in the blank)*

JEA Bid/Solicitation/Contract Number: 1410933246	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: Jenny G. McCollum; Jessica Talley
Vendor Name: Polydyne Inc.	Vendor Phone: (800) 848-7659 Option 2
Vendor's Authorized Representative Name and Title: Mark Schlag, Treasurer	Authorized Representative's Phone: (800) 848-7659 Option 2
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST	
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:
1.	
2.	
3.	
4.	
5.	
☒ Vendor has no conflict of interest to report. ☒ Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract. ☒ I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.	
Vendor's Authorized Representative Signature: 	Date: 11/22/22
Mark Schlag, Treasurer	

FOR JEA USE ONLY IF CONFLICT NOTED
This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

Appendix B - Bid Forms
1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

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License Number: F01000005154

Phone Number: (800) 848-7659 Option 2 FAX No: (912) 880-2078 Email Address: bids@polydyneinc.com

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- ☐ One Time Purchase
☒ Annual Requirements - Five (5) years, two (2) one (1) year Renewal
☐ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☒ None Offered

ENTER YOUR BID FOR SOLICITATION 1410933246	TOTAL BID PRICE
CLARIFLOC SE-1335 Total Bid Price (Enter total from cell H9 in the Bid Workbook)	\$ 12,641,200.00

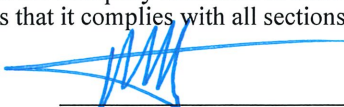
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

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We have received addenda

2 through 2


Handwritten Signature of Authorized Officer of Company or Agent

12/9/2022

Date

Mark Schlag, Treasurer

Printed Name and Title

1410933246 - Appendix B Bid Workbook
Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery
(Only complete the Prices in Yellow Cells)

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Term in Years	Forecast based on Term	Unit Price (freight included)	Extended Price
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5	Supply and Delivery to Julington Creek Plantation WRF	Pounds (lbs)	8,000	5	40,000	\$ 1.87000	\$ 74,800.00
TOTAL (for lines 1 through 5 above - Enter this Amount on the Bid Form)					6,760,000	\$	12,641,200.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 27, 2023	
Agenda Item Name	
Clermont Main Street Events 2023 Road Closure Request	
Requested Action	
Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events.	
Staff Report	
Clermont Main Street is requesting location and street closures changes for their events due to the ongoing streetscape construction project for their already approved remaining 2023 season. These events have all been previously approved by City Council with a different footprint. The new footprint is required due to upcoming construction and will require modified road closures. Farmer's Market every Sunday Beginning June 18, 2023 through January 7, 2024 First Friday Food Trucks Beginning July 7, 2023 through January 5, 2024 (none on Dec. 1, 2023) Harvest Festival October 28, 2023 Candy Cane Lane November 11, 2023 The Main Street organization will be required to turn in a map each Monday prior to these events showing the exact portion of the footprint they will be utilizing. This will ensure that Police and Council have a week to review the footprint for that specific event. This is will be dependent upon the location of ongoing construction throughout the streetscape project. Road Closures - Farmer's Market - 6:00AM until 4:00PM at the following intersections: -From the corner of W. Minneola and 7th Street to the corner of W. Minneola and 8th Street, 8th Street & Minneola being blocked off at an angle for pedestrian traffic -From the corner of W. Minneola and 8th Street going up to the corner of 8th Street and Montrose St. -City Hall Park and City Hall Parking lot -Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to the Clermont City Center blocking the road off in front of 620 W. Montrose Street. The corner of 7th Street and Montrose right down 7th blocking off right before the City Hall parking lot on the 7th Street side -Use of the Art Walk, breezeway in front of the businesses with tables only First Friday Food Trucks - 2:00PM until 11:00PM at the following intersections: -From the corner of W. Minneola and 7th Street to the corner of W. Minneola and 8th Street, 8th Street & Minneola being blocked off at an angle for pedestrian traffic -From the corner of W. Minneola and 8th Street going up to the corner of 8th Street and Montrose St. -City Hall Park and City Hall Parking lot -Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to the Clermont City Center blocking the road off in front of 620 W. Montrose Street. The corner of 7th Street and Montrose right down 7th blocking off right before the City Hall parking lot on the 7th Street side	

-Use of the Art Walk, breezeway in front of the businesses with tables only

Harvest Festival - 9am to 11pm at the following intersections:

- From the corner of W. Minneola and 7th Street to the corner of W. Minneola and 8th Street, 8th Street & Minneola being blocked off at an angle for pedestrian traffic
- From the corner of W. Minneola and 8th Street going up to the corner of 8th Street and Montrose St.
- City Hall Park and City Hall Parking lot
- Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to the Clermont City Center blocking the road off in front of 620 W. Montrose Street.
- The corner of 7th Street and Montrose right down 7th blocking off right before the City Hall parking lot on the 7th Street side

-Use of the Art Walk, breezeway in front of the businesses with tables only

Candy Cane Lane - 7:00 AM until 10:00 PM. at the following intersections

- From the corner of W. Minneola and 7th Street to the corner of W. Minneola and 8th Street, 8th Street & Minneola being blocked off at an angle for pedestrian traffic
- From the corner of W. Minneola and 8th Street going up to the corner of 8th Street and Montrose St.
- City Hall Park and City Hall Parking lot
- Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to the Clermont City Center blocking the road off in front of 620 W. Montrose Street.
- The corner of 7th Street and Montrose right down 7th blocking off right before the City Hall parking lot on the 7th Street side

-Use of the Art Walk, breezeway in front of the businesses with tables only

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	Farmer's Market application	Farmer's Market application.pdf
2.	FFFT application	FFFT application.pdf
3.	Harvest Fest application	Harvest Fest application.pdf
4.	Candy Cane Lane Application	Candy Cane Lane Application.pdf
5.	Farmers Market - Road Closure Notice to Neighbors	Farmers Market - Road Closure Notice to Neighbors.pdf
6.	Harvest Fest - Road Closure Notice to Neighbors	Harvest Fest - Road Closure Notice to Neighbors.pdf
7.	Candy Cane Lane - Road Closure Notice to Neighbors	Candy Cane Lane - Road Closure Notice to Neighbors.pdf
8.	Red Top Vendor application copy	Red Top Vendor application copy.pdf
9.	Maps 6-21-2023	Maps 6-21-2023.pdf
10.	Covered Walkway approval picture	Covered Walkway approval picture.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 20, 2023
Name of Event Clermont Farmers' Market
Date(s) of Event Every Sunday Estimated Attendance: 1500
Event Start Time: 9:00am Event End Time: 2:00pm
Before Event Setup Time: 2 hours (7:00am) After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event: _____

The weekly Farmers' Market is a weekly event with vendors/small-business entrepreneurs from Clermont, FL and the surrounding area such as local farmers, craftsmen, and specialty-product artisans. The Farmers' Market promotes downtown Clermont and provides positive economic impacts for the vendors, local businesses, and residents.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Clermont Farmers' Market
 DATE OF EVENT: Every Sunday
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address: Clermont FL 34711
 City: 352-989-0835 / email: director@clermontdowntown.com ST: Zip
 CELL PHONE: 352 989 0835
Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

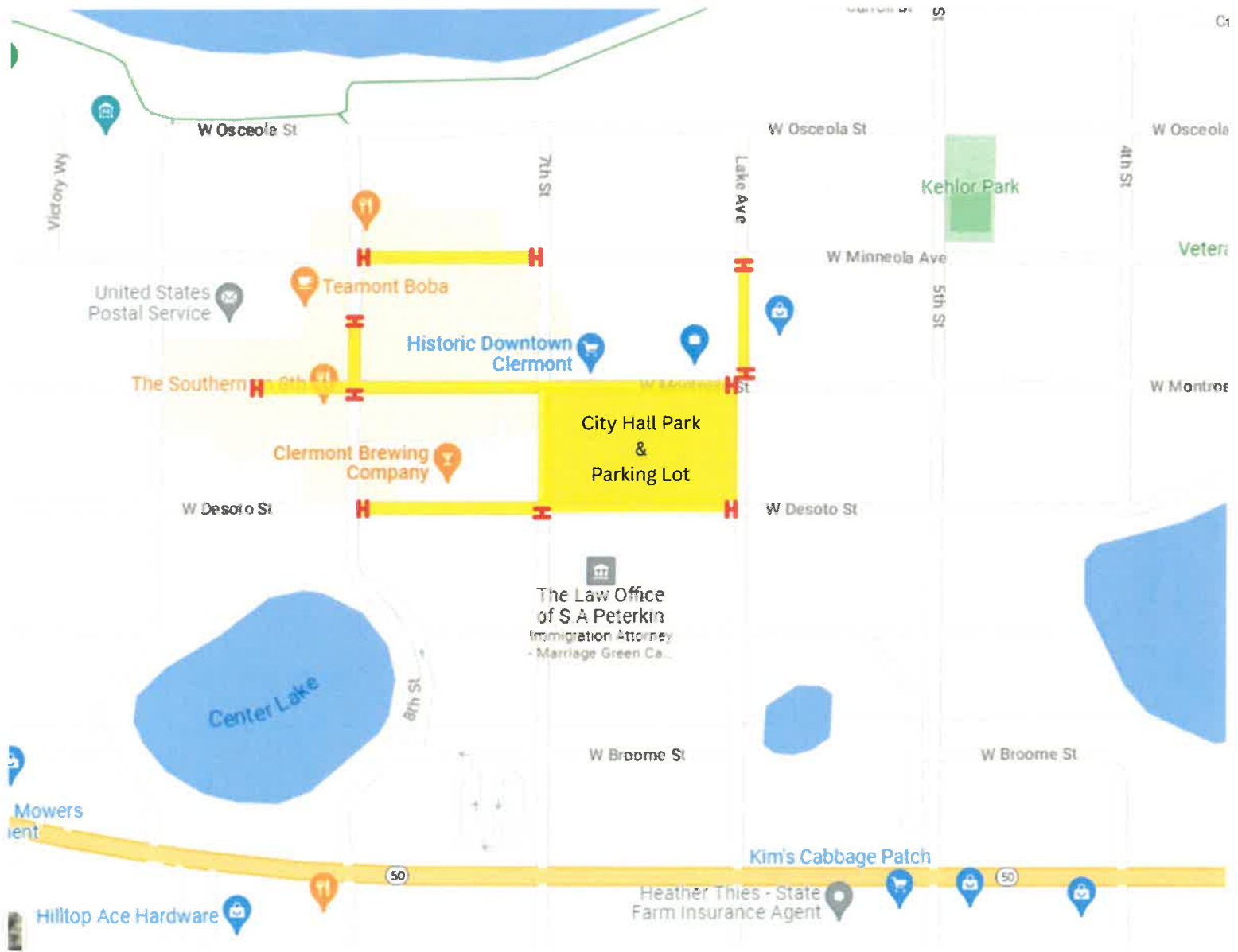
_____ Applicant's Signature	_____ Executive Director Title
_____ Jennifer Wimberly Printed Name	_____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 20, 2023
Name of Event First Friday Food Trucks
Date(s) of Event 5/5/23; 6/2/23; 7/7/23; 8/4/23; 9/1/23;
10/6/23; 11/3/23. Estimated Attendance: 3500-5000
Event Start Time: 5:30pm Event End Time: 9:00pm
Before Event Setup Time: 3.5 hours (2pm) After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

First Friday Food Trucks is a monthly event featuring food trucks and small-business entrepreneurs from Clermont, FL and the surrounding area. First Friday Food Trucks promotes culinary tourism to downtown Clermont and provides positive economic impacts for the vendors, local businesses, and residents.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: First Friday Food Trucks
 DATE OF EVENT: 5/5/23; 6/2/23; 7/7/23; 8/4/23; 9/1/23; 10/6/23; 11/3/23; 12/1/23
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address Clermont FL 34711
 City 352 ST 989 Zip 0835
 CELL PHONE: 352-989-0835 / email: director@clermontdowntown.com

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

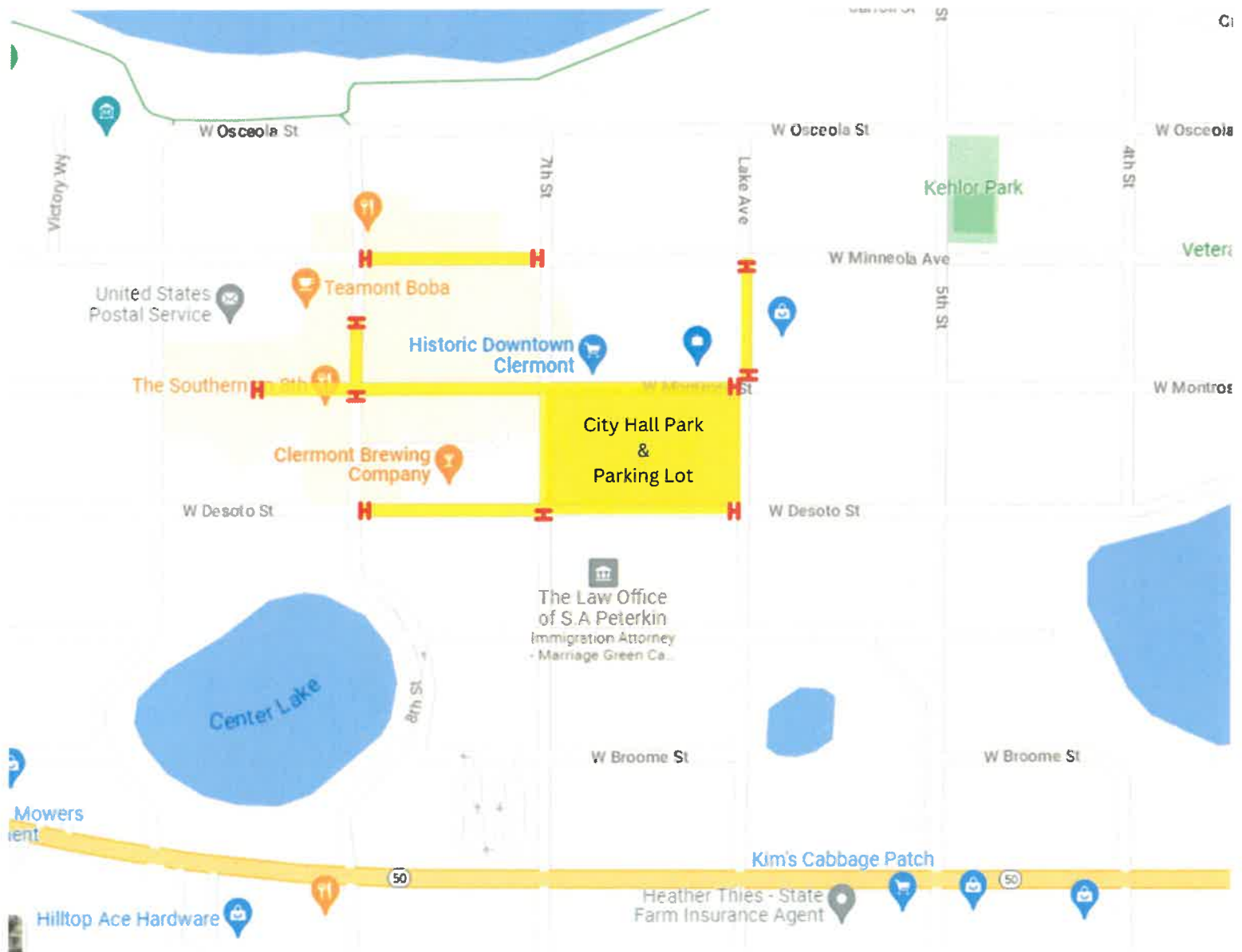
_____ Applicant's Signature _____ Jennifer Wimberly Printed Name	_____ Executive Director Title _____ Date
--	---

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date May 10, 2023
Name of Event Harvest Fest
Date(s) of Event October 28, 2023 Estimated Attendance: 3500-5000
Event Start Time: 12:00pm Event End Time: 10:00pm
Before Event Setup Time: 3 hours (9am) After Event Cleanup Time: 2 hours (12am)
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Dougherty, Executive Director Email Director@clermondowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

Harvest Fest is a fall holiday that brings locals and visitors to downtown Clermont. We expect to have local Clermont vendors and local businesses participate in the event that drives business downtown and provides positive economic impacts for the participating merchants and other downtown businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment during the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

Type text here

- A resident or land owner located in the Clermont city limits
- A business located in the Ha Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Applicant's Signature

Jennifer Dougherty

Printed Name

Executive Director

Title

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Jennifer Stills

From: Clermont Main Street <director@clermontdowntown.com>
Sent: Wednesday, May 10, 2023 10:05 AM
To: Jennifer Stills
Subject: Re: Harvest Fest

Hey there - We just got out of the Board Meeting. The time has changed to start at 12pm (noon) and end at 10pm. So we'd need streets closed by 10am, preferably 9am so we can get in for all the set up; and we may need up to 2 hours after for shutting it all down. I will do a new letter and can change the 1st page of the packet and send it to you.

ALSO! We shared the map with the Board this morning for the new foot print and feedback we got was: shouldn't 7th have a barricade mid-way down the street and then Darren wanted to know why DeSoto has barricades because that impacts his parking lot.

Let me get edits made and get this to you by separate email! -Jenn

From: Jennifer Stills <jstills@clermontfl.org>
Sent: Wednesday, May 10, 2023 8:59 AM
To: Clermont Main Street <director@clermontdowntown.com>
Subject: Harvest Fest

Can you please call me some time this morning about Harvest fest. My deadline for getting my packet into council is today at 2pm. I already have everything submitted for Harvest Fest as it was turned in. If you want changes I need to know ASAP and a new application by 2pm today.



Jennifer Stills
Parks and Recreation Program Manager
620 W. Montrose St.
Clermont, FL 34711
Direct Tel 352-708-5951
jstills@clermontfl.org
www.clermontfl.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services*

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 19, 2023
Name of Event Candy Cane Lane
Date(s) of Event November 11, 2023 Estimated Attendance: 3500-5000
Event Start Time: 10:00am Event End Time: 9:00pm
Before Event Setup Time: 3 hours After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

Candy Cane Lane is a holiday event that brings locals and visitors to downtown Clermont. We expect to have local Clermont vendors and local businesses participate in the event that drives business downtown and provides positive economic impacts for the participating merchants and other downtown businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Candy Cane Lane		
DATE OF EVENT:	November 11, 2023		
EVENT CONTACT:	Jennifer Wimberly		
REFUND MAILING ADDRESS:	751 W. Minneola Avenue		
	Street Address	FL	34711
	Clermont		
	City	ST	Zip
CELL PHONE:	353-989-0835 / email: director@clermontdowntown.com		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

Type text here

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Executive Director

Title

Jennifer Wimberly

Printed Name



Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

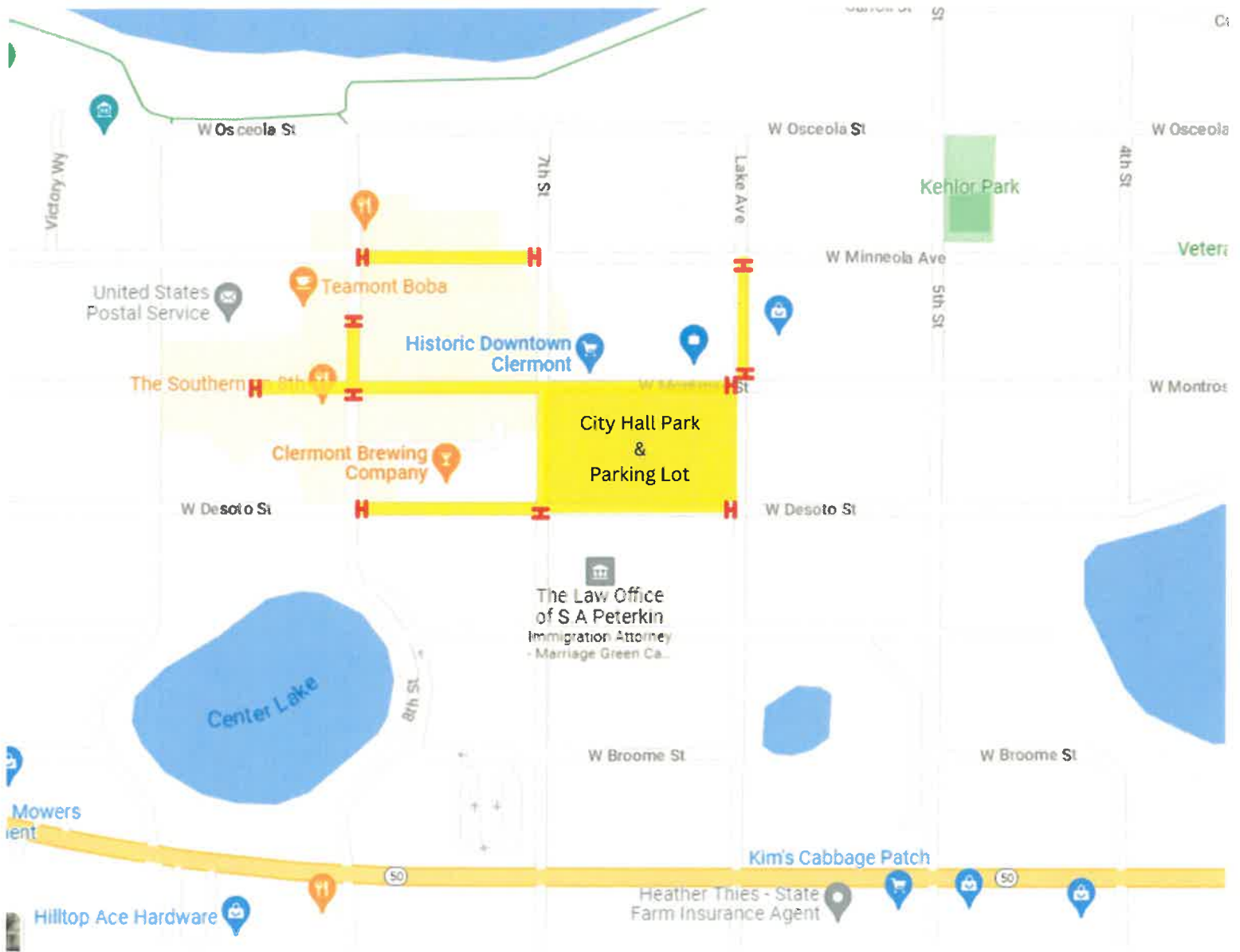
b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



May 9, 2023

Dear Resident / Business Owner:

As required by the City of Clermont Special Event Policy, we are providing you with this Notice of the following proposed events that may impact you. These events will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On the following dates your neighbors at Clermont Main Street are bringing the Sunday Farmers' Market to Downtown Clermont. The new Farmers' Market map is located on the back of this letter.

You are receiving this letter because your home or business is on the Farmers Market route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: Sunday Farmers Market 7am

Finish and Reopen: First Fridays & Mega Food Trucks by 4pm

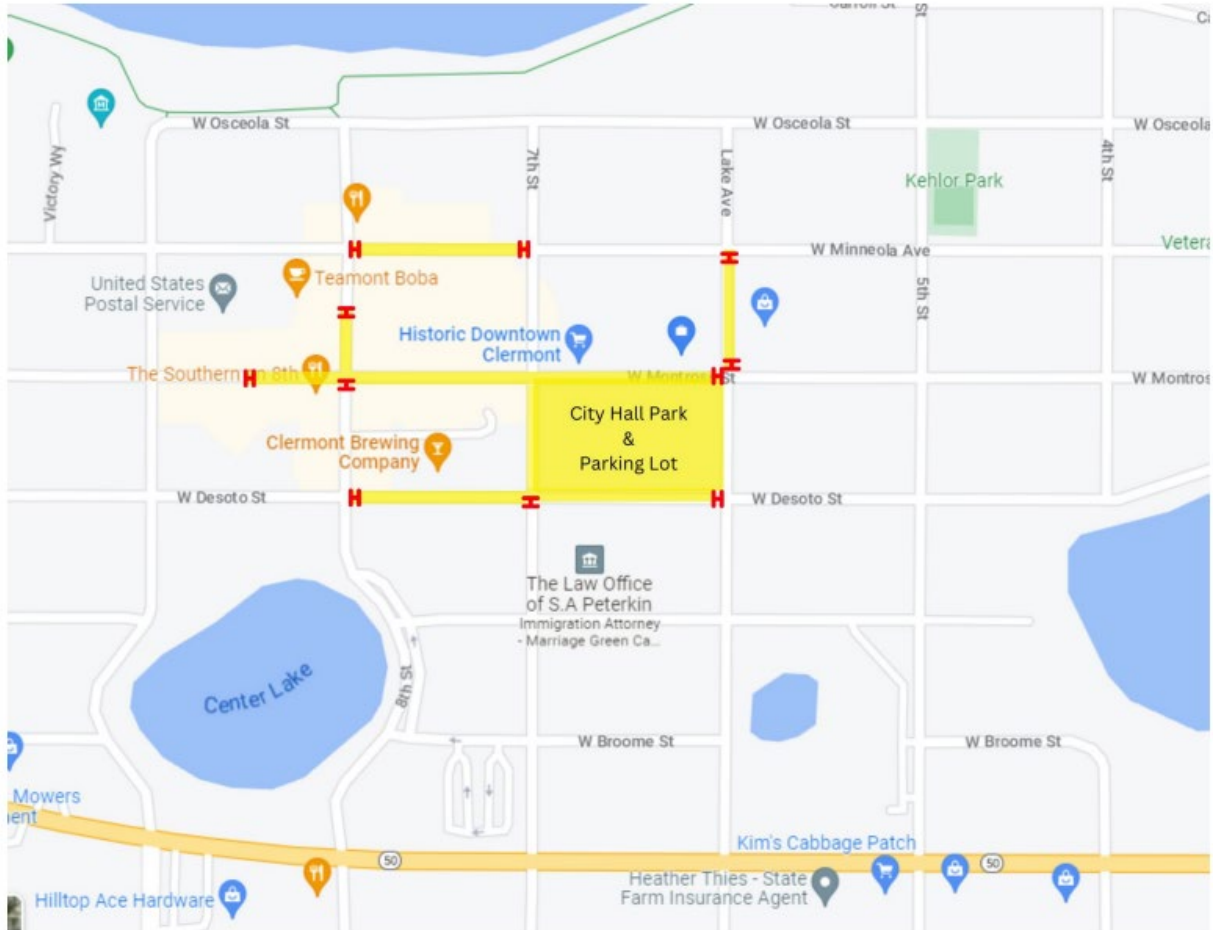
- Montrose Street between Lake Avenue and 8th Street to the old Police Station
- 8th Street between Montrose Street and Minneola Avenue
- Minneola Avenue between 7th Street and 8th Street
- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
June 18, 25	Sunday Farmers Market	9am – 2pm	7am – 4pm
July 2, 9, 16, 23, 30	Sunday Farmers Market	9am – 2pm	7am – 4pm
August 6, 13, 20, 27	Sunday Farmers Market	9am – 2pm	7am – 4pm
September 3, 10, 17, 24	Sunday Farmers Market	9am – 2pm	7am – 4pm
October 1, 8, 15, 22, 29	Sunday Farmers Market	9am – 2pm	7am – 4pm
November 5, 12, 19, 26	Sunday Farmers Market	9am – 2pm	7am – 4pm
December 3, 10, 17, 24, 31	Sunday Farmers Market	9am – 2pm	7am – 4pm

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Sunday Farmers' Markets, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades

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On the following dates your neighbors at Clermont Main Street are bringing Harvest Fest to Downtown Clermont. The new Harvest Fest map is located on the back of this letter.

You are receiving this letter because your home or business is on the Harvest Fest route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: October 28, 2023 at 7am

Finish and Reopen: October 29, 2023 by 12am

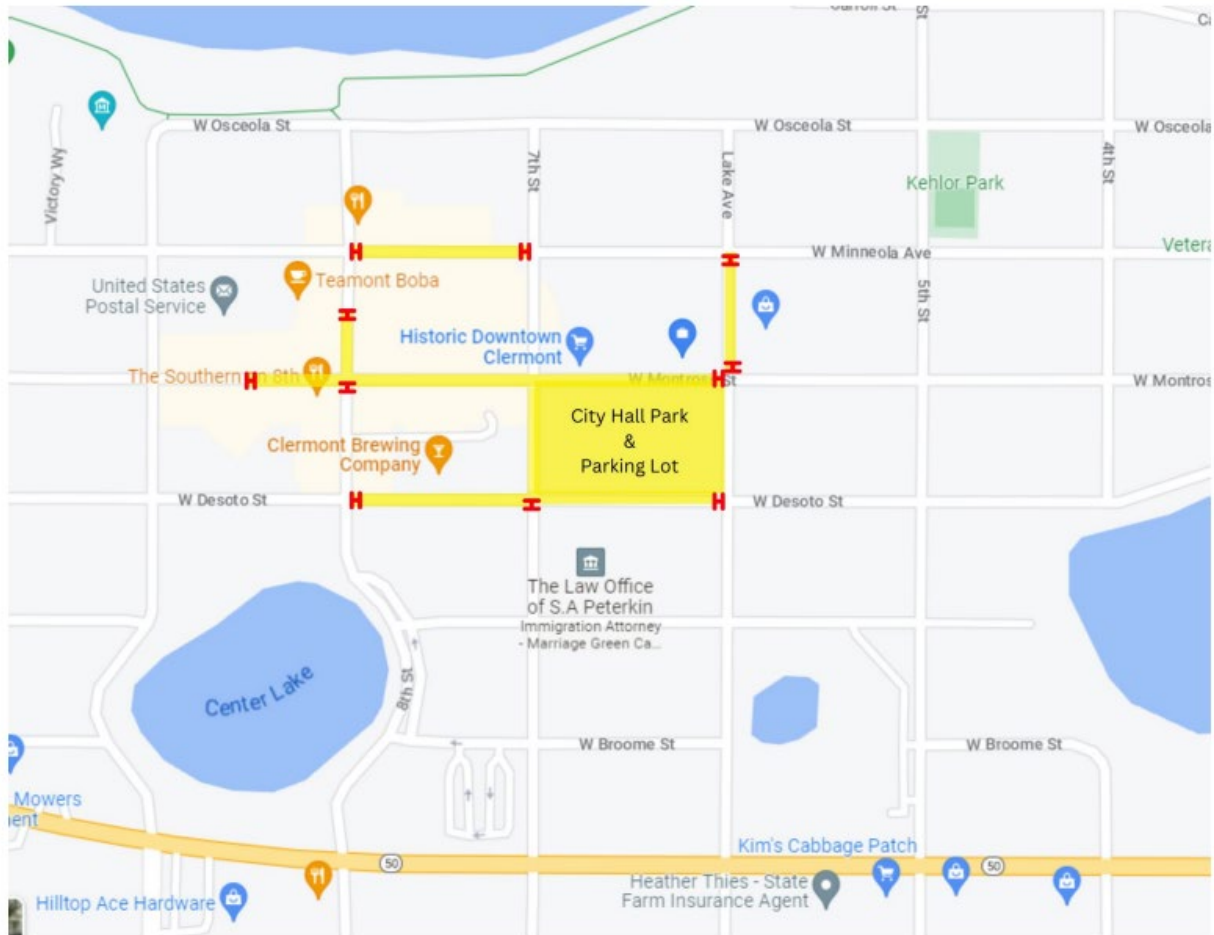
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- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
October 28, 2023	Harvest Fest	12pm – 10pm	9am – 12am

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Harvest Fest, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



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May 9, 2023

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On the following dates your neighbors at Clermont Main Street are bringing Candy Cane Lane to Downtown Clermont. The new Candy Cane Lane map is located on the back of this letter.

You are receiving this letter because your home or business is on the Candy Cane Lane route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: November 11, 2023 at 7am

Finish and Reopen: November 11, 2023 by 11pm

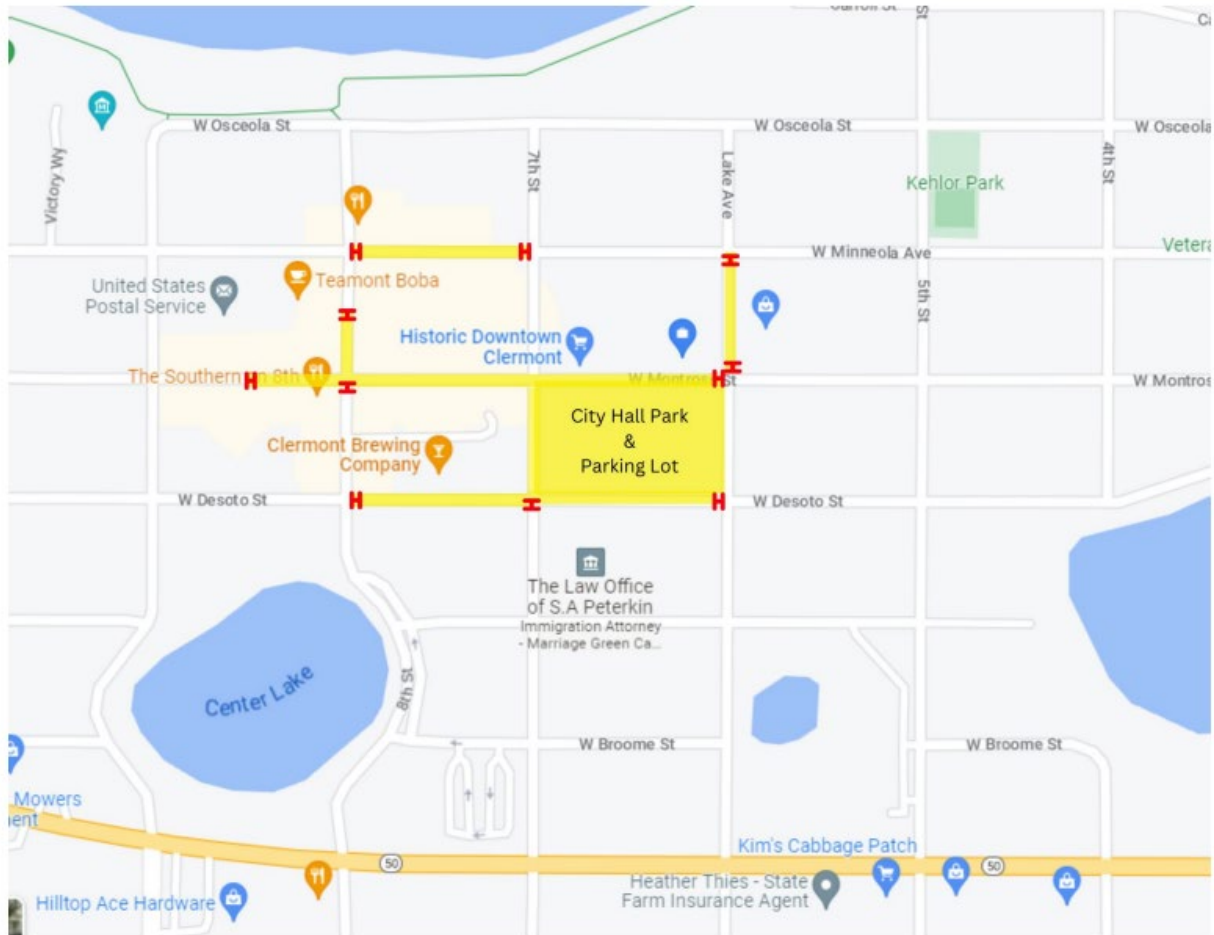
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- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
November 11, 2023	Candy Cane Lane	10am – 9pm	7am – 11pm

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Candy Cane Lane, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades

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Clermont Farmers Market

Vendor Application

*****ALL FIELDS MUST BE COMPLETED*****
VENDORS MUST BE 18 YEARS OF AGE TO APPLY

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell: _____

Email _____

Prior to submitting an application for review, please read the entire vendor application packet and then decide if your product might qualify and if you can meet and adhere to the rules of the market. If you have never visited the market before, please do so before submitting an application. All approved vendors must obtain a "Business License" from the City in which their business is located. If the vendor does not reside within a City, vendor must obtain a Business License from the County. Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site). If you are operating under Cottage Law, you must meet all Cottage Law Requirements. You must submit Business License along with application and photos.

The primary theme of the market is related to produce, plants, and specialty foods. Other products that are accepted are intended to supplement the core theme while adding color and variety to the marketplace. The Clermont Farmers Market is NOT a flea market or craft fair. Submitting an application in no way guarantees acceptance as a vendor at the Clermont Farmers Market. The review committee will determine if a product meets the needs of the market.

Please list and describe in DETAIL ALL proposed items for sale. You MUST include 3-5 photos of your products and your display set up. Only the products on this application listed below are approved. To add a product, you will need written approval. E-mail to clermontfarmersmarket@yahoo.com. Please allow **7-10 business days** for review of your product. Please note that the application process will not begin until we receive a fully completed application and pictures that display your product. **If you are applying to perform as live music or entertainment, please note that we are currently under contract with our musicians and do not have availability for additional music, entertainment or promotion of an entertainment event.**

ITEM NAME	DETAILED ITEM DESCRIPTION
**If additional space is needed please use other side of this sheet.	

By signing below, the above Vendor acknowledges that application submission and approval by RTP Productions Corp. (RTP), the Market Director, **DOES NOT reserve market space or guarantee market space availability.** Once application is submitted, a review and approval will be made solely by and at the discretion of the Market Director. The Market Director may deny any vendor that does not meet the needs of the market and market product quality standards and this is observed on a case by case basis. Market space is limited by product category. The Market Director is able to cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Market Director and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Market following the adoption of such amended Policies and Procedures, then the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of Clermont Farmers Market vending privileges.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless RTP, The City of Clermont, The Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. RTP Corp., the Clermont Main Street and the Market Manager are in no way responsible for any vendor sales tax, lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless RTP Corp.,The City of Clermont, the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend RTP Corp., the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Lake County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Lake County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the **attached as Exhibit “A”, Clermont Farmers Market Policies and Procedures**, and incorporated herein by reference, and that any violation of such may result in loss of Clermont Farmers Market vending privileges.

Vendor Signature_____

Print name _____ Date_____

If approved, a 2023 application fee of **\$15** is due on first day of market and to be included with your rental fee. Booth space is 10’ x 10’. Cost is **\$35** per booth, payable on the day of the market. Hot food booths cost **\$50** per market day. Please make checks payable to Clermont Main Street. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

Exhibit "A"

Clermont Farmers Market Policies and Procedures

*****Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section*****

PART I

GENERAL MARKET PARAMETERS

- _____ The Market Director is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. **The Market Manager may move any vendor booth at any time for any reason.** The Market Director reserves the right to determine whether proposed merchandise meets the Market objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Market Director approves it first. Request MUST be made in writing by email to clermontfarmersmarket@yahoo.com along with photos of the requested items. Approval must be granted by Market Director before Vendor may begin selling additional item.**
- _____ Any approved vendor MUST notify the Market Manager **PRIOR** to any change of ownership in his/her business. A new Application and Vendor Agreement must be submitted and approved by RTP. **There is no guarantee that the new owner will be in the same location as the previous owner.**
- _____ The Market will be open to the public from **9:00 a.m. to 2:00 p.m.** each Sunday. The Market will be closed on New Year's Day and/or Christmas Day when they fall on a Sunday. The Market Manager or Market Director maintains the right to close the Market any Sunday for any reason.
- _____ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The Market encourages participation by local farmers, growers, artists, etc. and we request that all vendors use local products when available.
- _____ The sale of flea market resale type items is not permitted.
- _____ All items for sale must be approved by the Market Manager and the Market Director, prior to Vendor's use of a space at the Farmers Market. When adding any additional items to a booth for sale the Market Manager and the Market Director must approve such items in advance. A request must be made in writing by email to clermontfarmersmarket@yahoo.com. Vendor is given a non-exclusive right to sell such items and in no way does the Market Director's approval constitute granting of an exclusive right to sell such items.
- _____ The Market Manager may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.
- _____ The size of rental spaces available are 10' X 10' or 10' X 5'. The rental fee for both spaces is **\$35** per market day, tax included. Hot food vendors are required to pay **\$50.00** per market day, tax included. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. **No Vendor space is permanent and may be moved or removed at any time by Market Manager.**
- _____ **Because of safety concerns, vendor's children under the age of 14 are not permitted in the booth at any time.**
- _____ **THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA.** (This includes vapor cigarettes) Any vendor caught will receive an expulsion from the market and permanent loss of vending privileges.
- _____ **No illegal substances shall be consumed, kept, brought, or sold within the market area.**

- _____ There shall be a probationary period of thirty (30) calendar days from the start of the vendors first market day. At any time during such probationary period, Market Manager may terminate vendor contract for any reason; i.e. market behavior, booth presentation, or violation of any market rules.

SET-UP AND BREAK-DOWN/MARKET OPERATIONS

- _____ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Market Manager
- _____ Vendors will have from 7:00 a.m. until 8:30 a.m. each Sunday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 6:00 a.m. unless RTP has approved such early entry to the Market.
_____ Any vehicle that has not arrived in the load-in area by 8:30 a.m. will not be permitted to load into the Market that day.
- _____ Vendors product and booth set up must fit into one (1) Vehicle per 10X10 booth space. Market location cannot accommodate trailers.
- _____ Vendors must unload their vehicle as quickly as possible. **DO NOT BEGIN TO SET UP.** Have the staff escort your vehicle out of the market area.
- _____ All booths must be completely set up to sell at 9:00 a.m. and stay open with complete set up until 2:00 p.m. Any vendor breaking down and leaving prior to 2:00pm without permission from the Market Manager will result in loss of vending privileges at the Market. Promptly at 2:00 pm Vendors must tear down tables and tents and pack all supplies **before** getting their vehicle. Whenever the vehicle is in motion within the designated market area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of market patrons, pets and other Vendors. When in designated market area Vendors should drive no faster than walking speed, about 3 miles per hour.

PART II

- _____ All Vendors must bring heavy duty trash bags to bag their garbage and all hot food vendors are required to provide a waste receptacle outside of their booth, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor **MUST** contact the Market Manager. Trash or residue from the vendors product may not be placed in any storm drain, landscape bed, or on pavers.
- _____ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Clermont Farmers Market does NOT require a tent, but **all tables must be covered by a cloth to the ground, so no table legs show in front or the side of any tables.** Any tents used must comply with Lake County Code provisions regarding tent usage.
- _____ Signage must be artfully made and must fit the theme of the market; NO vinyl signs will be permitted. All signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No more than one sign identifying your business permitted on your booth. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways.** Hand written signs are only permitted on a dry eraser board or chalkboard. Forms of Payment (MC/V/Square/EBT) may be no larger than an 8 ½ X 11 and must be displayed on your table, inside your booth. Market Manager has the right to ask Vendor to change signage at any time to meet these requirements.
- _____ All tent awnings must be above 7 feet to prevent any patron from running into them.
- _____ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Neat and organized booths enhance the entire market. **Market Manager has the right ask Vendor to clean up booth area at any time.**

- _____ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. **Weights (30 lbs. per tent leg) to hold them down are also mandatory.** At no times are any stakes to be used to secure tents.
- _____ Vendors must be respectful of others. Radios and other noise-making devices should not disturb other vendors or patrons.
- _____ Vendors are not permitted to keep and/or bring any pets with them during the course of the market.
- _____ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- _____ All Vendors must have a back wall, and also 2 side walls. If you have any questions or need further explanation, please contact Dana Brown at 321-202-5855.
- _____ Vendor is responsible to make sure that all persons working with or for them understand and adheres to ALL market policies and procedures!

LICENSES AND HEALTH CODES

- _____ All vendors need to secure a **“Business License”** from the **City** in which your business is located, or if a home business, where they reside. If vendor does not reside in a City, vendor must obtain a Business License from the County and State licenses when required for their type of goods or food products. **Licenses must be kept in your booth at all times.** Market manager may ask to see licenses at any time.
- _____ Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site).
- _____ Food booths must have hand wash sinks if food is being prepared, hair tied back and wear plastic gloves when serving food.
- _____ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- _____ Collection of sales tax, when required by the State, is the responsibility of the Vendor.
- _____ All prepared foods shall provide documentation of a certified kitchen (unless product falls under the provisions of the Cottage Food Law) and any other food safety requirements to include the Florida Department of Agriculture and Consumer Sciences and the United States Department of Agriculture or other appropriate authority.
- _____ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.
- _____ Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food in order to keep hair from food and food-contact surfaces.
- _____ **All persons working in food booths, MUST wear shirts with sleeves. NO SLEEVELESS SHIRTS.**
- _____ Any hot food vendor MUST always have a fire extinguisher in their booth. Cooking area must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- _____ Hot Food vendors must cover the ground using a tarp
- _____ No pets or other animals shall be permitted in Vendors’ booth.

PART III

PHOTOGRAPHS/VIDEO/LOGOS

- _____ By Vendor's operation at the Market, Vendor consents to the Clermont Farmers Market's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of RTP, Inc.
- _____ The Clermont Farmers Market logos and images are the property of RTP, Inc. and may not be used for any purpose without the written consent of RTP.

ENFORCEMENT OF RULES

- _____ Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Farmers Market including, but not limited to, their employees, agents, family and volunteers.
- _____ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Market Manager of any such violation but is not required prior to termination. The Market Director and/or Market Manager may remove the Vendor if such violation(s) occur without warning.
- _____ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Market Manager in writing.
- _____ Verbal and non-verbal communications of vendors, employees, agents, family, or volunteers shall be respectful and courteous at all times. All profane, abusive, discourteous and boisterous language and/or conduct within the Farmers Market area shall be prohibited. The use of discourteous harassing, intimidating, threatening, insulting or abusive language, gestures, etc. either in person or by electronic/digital media shall be prohibited and is grounds for dismissal. All issues shall be addressed directly with the Market Manager in a timely manner in person or in writing.

PART IV

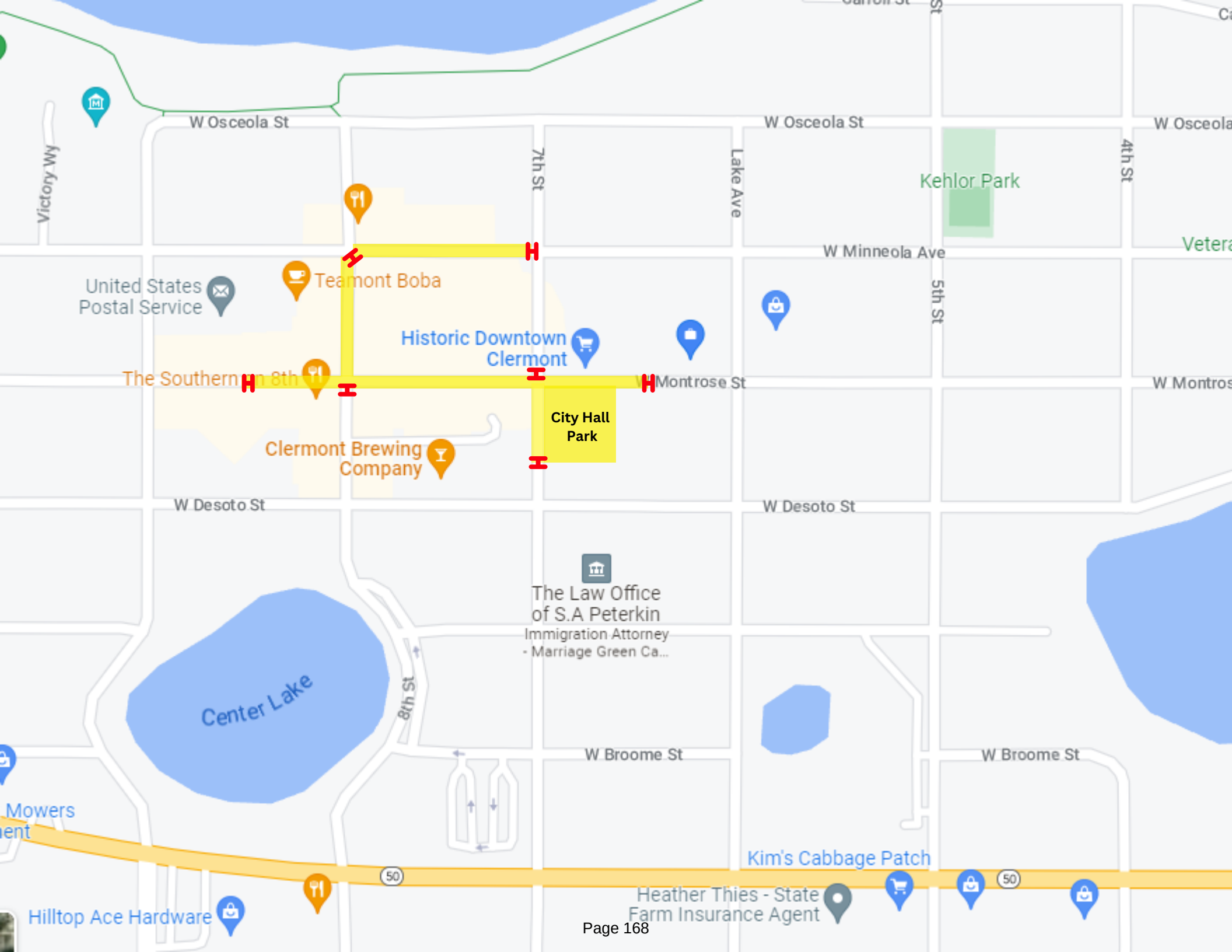
INCLEMENT WEATHER

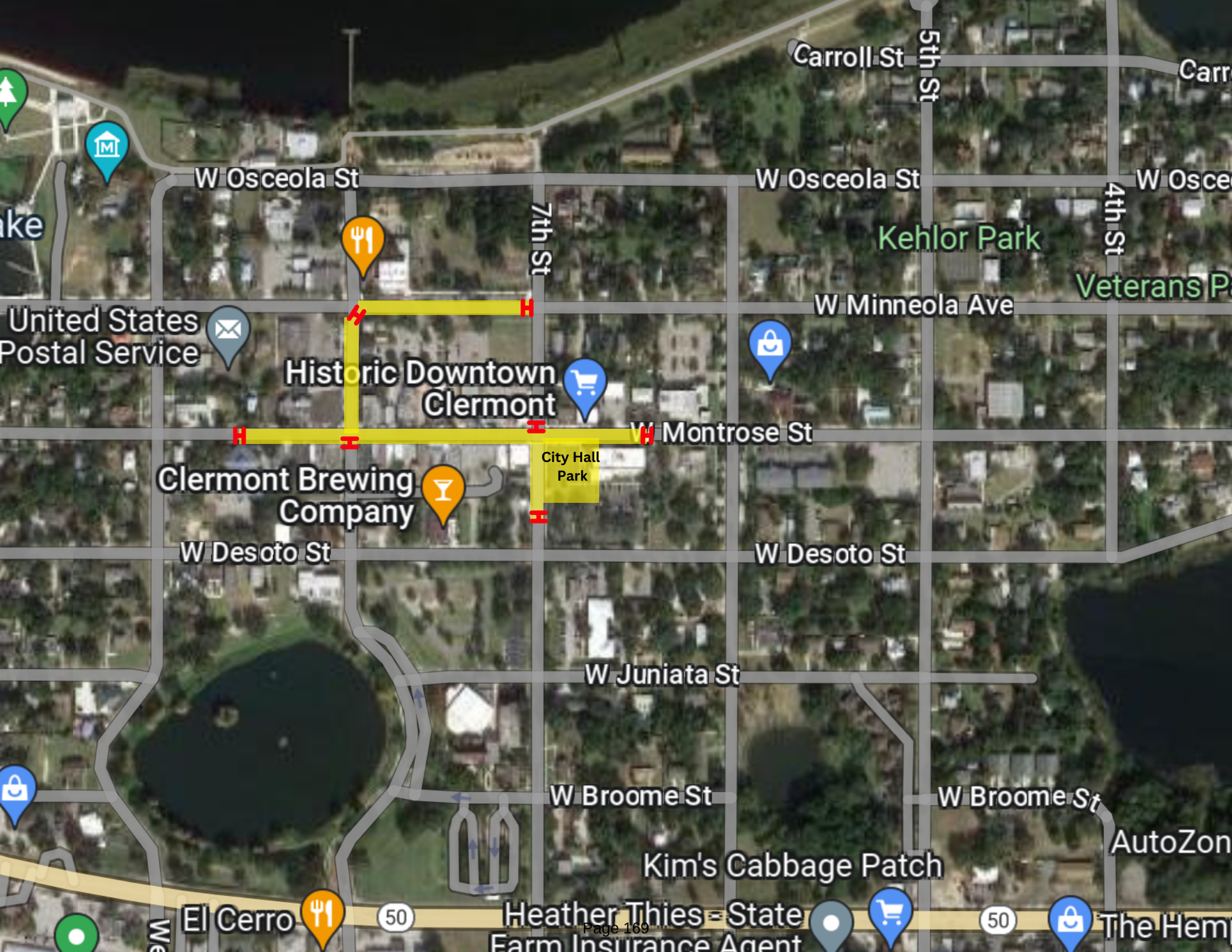
The Market Director and Market Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Market Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether the Market shall remain open. The following policies apply to all vendors during inclement weather:

- _____ Lightening observed within a 5-mile radius of the Market calls for automatic shutdown of the Market.
- _____ It is recommended that The Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.
- _____ The Vendor shall NOT break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.
- _____ The Vendor is required to **have and use each market day, 4 tent weights, one for each tent leg. Each weight should be no less than 30lbs.**
- _____ The Vendor is required to have available a large tarp or tarps located in their booth at all times during the market day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."

- _____ The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- _____ During windy or gusty weather, the Vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."
- _____ Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.
- _____ When the market is canceled, you can **NOT** show up at the market on your own.









CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2023		
Agenda Item Name		
Variance Request- <i>Withdrawn</i> 1606 Indian Shores Drive		
Requested Action		
Staff Report		
Variance request has been withdrawn		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FW_ Variance Request	FW_ Variance Request .pdf	
2. 1606 Indian Shores Dr Legal Ad	1606 Indian Shores Dr Legal Ad.pdf	

From: [John E. Kruse](#)
To: [Curt Henschel](#); [Tracy Howe](#); [Rae Chidlow](#); [Nicole Wisniewski](#)
Subject: FW: [BULK] Variance Request
Date: Thursday, June 15, 2023 5:03:09 PM

FYI - 1606 Indian Shores Variance Request

-----Original Message-----

From: Raymond Mason <dejaray2.rm@gmail.com>
Sent: Thursday, June 15, 2023 5:02 PM
To: John E. Kruse <jekruse@clermontfl.org>
Subject: [BULK] Variance Request

Good afternoon Mr.Kruse,

This is Raymond Mason from 1606 Indian Shore Drive. I am emailing you today to tell you that I am withdrawing my variance request.

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:	05/16/2023
Order Number:	8833886
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/06/2023 - 06/06/2023	Govt Public Notices
LEE dailycommercial.com	1	06/06/2023 - 06/06/2023	Govt Public Notices

Total Order Confirmation	\$84.26
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, June 13, 2023 at 6:30 PM for the following variance: to allow for a rear yard setback of 10 feet rather than 25 feet, as required by the Land Development Code, Section 122-105, at the following location:

LOCATION

1606 Indian Shores Drive
(AK 3673484)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

All interested parties will be given an opportunity to express their views on this matter.

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

#8833886 6/6/23

AGENDA ITEM

Meeting Date	
Tuesday, June 27, 2023	
Agenda Item Name	
Ordinance No. 2023-021 <i>Final</i> <i>The Citrus Cabanas</i>	
Requested Action	
Recommend approval of Ordinance 2023-021	
Staff Report	
The applicant, Victory Coast, LLC is requesting a rezoning from Central Business District (CDB) to Planned Unit Development (PUD) for a 0.515 +/- acre parcel located at the southwest corner of Montrose Street and West Avenue. The property was formerly used as a bed and breakfast, called the Mulberry Inn. The main building, which was constructed in 1880, has had renovations and upgrades over the years. The applicant is requesting PUD zoning in order to place eight (8) small residential units, also known as the “cabanas”, on the property to be used for short term rentals along with using the historic two-story home for short term rental as well. The cabanas will range in size from approximately 400 square feet up to 550 square feet. They will consist of one bedroom, a bathroom, sitting area and small kitchen. The units will be self-contained. The historic home consists of three bedrooms and three bathrooms and will not be a bed and breakfast type operation. The applicant would also like to construct an outdoor seating area and summer kitchen for guests to use. This would be placed adjacent to the historic home and between the cabanas. The applicant has provided a conceptual site plan showing the location of the cabanas, historic home, parking, seating area, and other aspects of the project.	
	
The Central Business District, under Section 125-370, would permit this type of use through the approval of a Planned Unit Development (PUD). The applicant is requesting two variances to the Land Development Code that are considered within this PUD application. The variances are: (1) onsite parallel parking spaces to be 8 feet long by 22 feet wide instead of 10 feet by 23 feet, and (2) reduced landscape buffers on the south and west property line. Section 115-5 (b) allows on-street parking in the downtown area provided by the City to be reduced to 8 feet by 22 feet. The applicant is requesting the same ability as the City in the construction of these spaces. The applicant is required to have eleven spaces for the project and will be offering eleven spaces along with one ADA handicap space for a total of twelve spaces. The applicant is requesting a reduction in the landscape buffer width for the project. The applicant will still be installing landscaping around the site, but will not be at the width and extent of the code on the southern and western property line. The applicant is including a six (6) foot high opaque privacy fence incorporated into the landscape buffer along the parking area. The privacy fence may minimize impacts to the adjoining property.	

Staff has reviewed the application in regards to Section 125-486 of the Land Development Code. Since the cabanas and the historic home will be used as a short term rental project, the project is viewed similar to a hotel. Parking is based upon the number of accommodations, which is eleven. The applicant will be providing twelve spaces, including one ADA handicap space, which exceeds the minimum requirements. The cabanas exceed the average size of a hotel room, which is 300 square feet. The project would provide transient accommodations within the Downtown area for guests to stay overnight. Development of the project would still be required to meet the zoning requirements of the Central Business District except for the specific conditions in the PUD. Staff recommends approval of Ordinance 2023-021. *The Planning and Zoning Commission unanimously recommended approval, 7-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	Ord 2023- 021 - The Citrus Cabanas (05.30.2023)	Ord 2023- 021 - The Citrus Cabanas (05.30.2023).pdf
2.	Site map and photos	Site map and photos.pdf
3.	Attachment 2 - Conceptual Site Plan	Attachment 2 - Conceptual Site Plan.pdf
4.	Attachment 3 - Survey	Attachment 3 - Survey.pdf
5.	Residences at Mulberry_Scene 1	Residences at Mulberry_Scene 1.jpg
6.	Residences at Mulberry_Scene 2	Residences at Mulberry_Scene 2.jpg
7.	Residences at Mulberry_Scene 3	Residences at Mulberry_Scene 3.jpg
8.	Attachment 1 - Rezoning Application	Attachment 1 - Rezoning Application.pdf
9.	Legal ad - Citrus Cabanas	Legal ad - Citrus Cabanas.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-021

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property (the “Property”):

LEGAL DESCRIPTION

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATION

915 West Montrose Street

Improved property located at the southwest corner of West Montrose Street and West Avenue
(Alternate Key 1615283)

0.515 +/- acres





CITY OF CLERMONT
ORDINANCE NO. 2023-021

PROPERTY REZONING

FROM: Central Business District (CBD)
TO: Planned Unit Development (PUD)

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development (PUD) to allow up to eight (8) small cabana style-housing units along with the use of the historic two-story home to be used for short term rentals and CBD Central Business District Commercial uses be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Highland Engineering, Inc., identified as Attachment A with a date of 3-3-23. Formal construction plans incorporating all conditions stated in this permit must be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The Conceptual Site Plan does not grant any development entitlements or uses. The project conceptual site plan is not an approved site plan and only used for conceptual purposes.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. This application is for a Planned Unit Development (PUD) to allow up to eight (8) small cabana style-housing units along with the use of the historic two-story home to be used for short term rentals.
2. The cabana units shall be a minimum of 400 square feet and a maximum of 550 square feet and shall be similar in appearance to the elevations provided in Attachment B.
3. A minimum of eleven (11) parallel parking spaces and one (1) ADA Handicap space shall be installed on-site. The parallel parking spaces onsite shall be a minimum of 8 feet wide by 22 feet long with a minimum of a sixteen (16) foot wide one way drive isle.
4. The southern landscape buffer shall consist of a single row of shrubs within a one foot buffer and will consist of a 6 foot vinyl privacy fence.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

5. The western landscape buffer shall consist of a single row of shrubs and understory trees within the 5 foot buffer and will consist of a 6 foot vinyl privacy fence.
6. The applicant will be required to submit to the City's Public Services Department a solid waste collection plan. The plan shall be review as part of the site review process. The project may participate in the City's solid waste collection service, if approved by the Public Service Department Director, or designee. Any onsite refuse receptacles or containers shall be required to be properly screened from the public view. In the event the applicant is unable to use the City's collection service, then a private provider will be required for solid waste collection.
7. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above. The site may be used for any other permitted uses in the Central Business District (CBD) zoning district.
8. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee for the installation of the cabana units. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the CBD Central Business District Zoning Designation.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This 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. Recording fees will be at the expense of the applicant.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

SECTION 8: PUBLICATION & EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of June 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

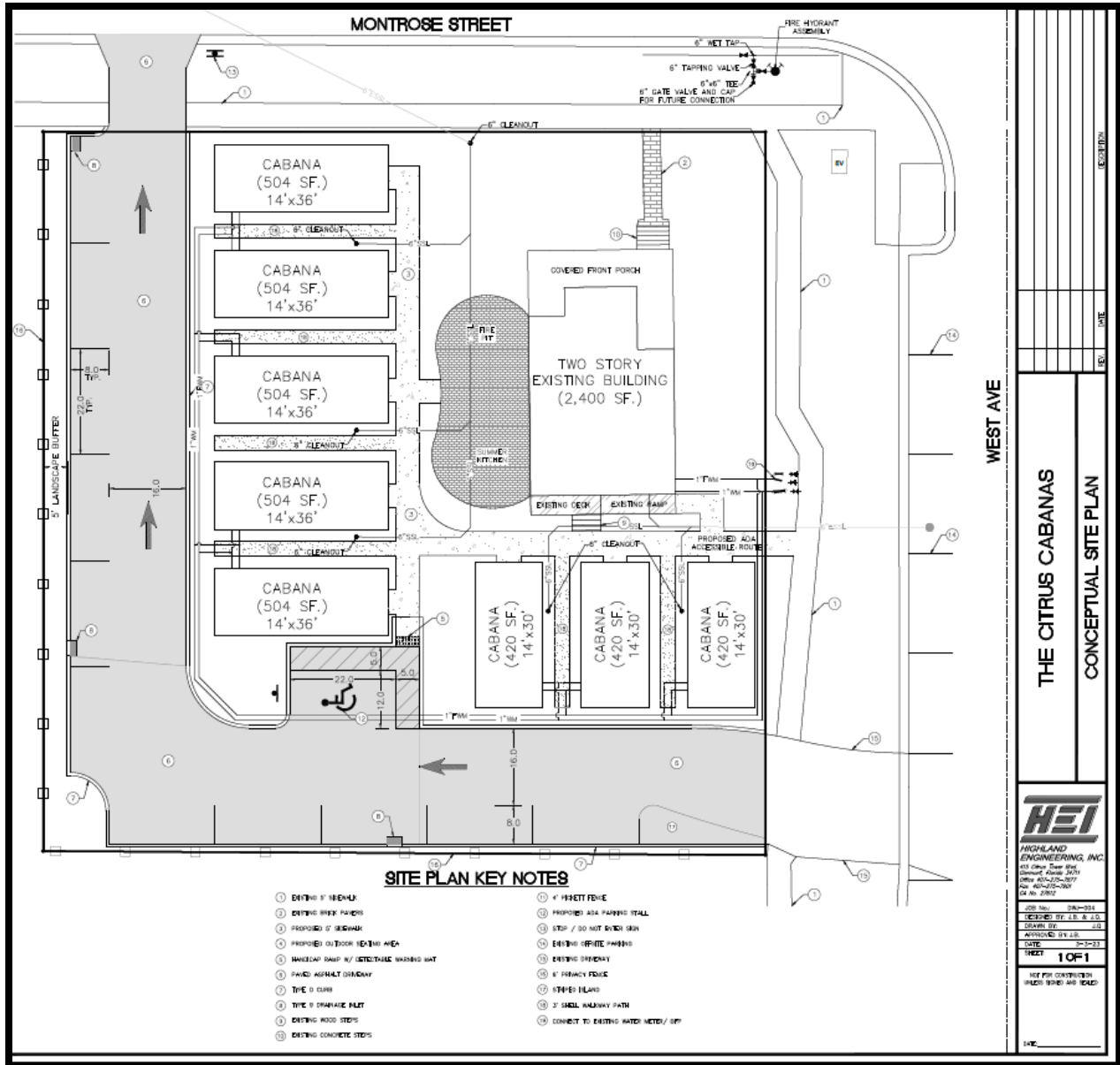
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2023-021

Attachment A:
PUD Conceptual Plan



CITY OF CLERMONT
ORDINANCE NO. 2023-021

Attachment B:
Sample Elevations



Exhibit - Location Map – 915 W. Montrose Street



Exhibit – Photos – View from West Ave.



Exhibit – Photos – View from Montrose Street



Exhibit – Photos – View from Montrose Street and
West Ave. Intersection



CONCEPTUAL SITE PLAN
THE CITRUS CABANAS
CLERMONT, FLORIDA
PARCEL NO. 24-22-25-0100-096-00100

SITE DATA

OWNER: VICTORY COAST, LLC
PO BOX 120607
CLERMONT, FL. 34712

PARCEL NO: 24-22-25-0100-099-00100

ALTERNATE KEY: 1615283

EXISTING ZONING: CBD - CENTRAL BUSINESS DISTRICT

EXISTING USE: HISTORIC BOARDING HOUSE (7 BEDROOMS)

EXISTING BUILDING AREA: 2,400 SQ.FT.

EXISTING FLU: DOWNTOWN MIXED USE

PROPOSED USE: 11 BEDROOM (SHORT TERM RENTAL)

PROPOSED BUILDING AREA: 3,780 SQ.FT.

TOTAL AREA: 0.517 ACRES

ZONING/FUTURE LAND USE:

ZONING	FLU
NORTH: CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
SOUTH: CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
EAST: CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
WEST: R3 - RESIDENTIAL/PROFESSIONAL	MEDIUM DENSITY RESIDENTIAL

IMPERVIOUS AREA SUMMARY:

EXISTING IMPERVIOUS: 1,531 SQ.FT. BUILDING FOOTPRINT
109 SQ.FT. BRICK PAVERS
899 SQ.FT. CONCRETE DRIVE

REMOVED IMPERVIOUS: 899 SQ.FT.

PROPOSED IMPERVIOUS: 3,780 TOTAL SQ.FT. BUILDING FOOTPRINT
9,608 SQ.FT. PAVEMENT, SIDEWALKS AND PAVERS
13,388 SQ.FT. TOTAL

NET IMPERVIOUS: (EXISTING + PROPOSED) - REMOVED = 15,028 SQ.FT. (66.7%)

SETBACKS:

FRONT: 0'
SIDE: 0'
REAR: 0'

WATER: CITY OF CLERMONT

SEWER: CITY OF CLERMONT

BUILDING HEIGHT: 55' MAXIMUM

PARKING REQUIRED:

1 SPACE/BED = 11 BEDS TOTAL = 11 SPACES

PARKING CREDIT: EXISTING STRUCTURES RECEIVE PARKING SPACE CREDIT BASED ON PARKING REQUIREMENTS GIVEN TO THE CURRENT USE OF THE STRUCTURE. EXISTING USE: HOTEL/MOTEL - 1 SPACE FOR EACH ACCOMMODATION. HISTORICALLY, THE MAIN BUILDING IS AN 1880'S VINTAGE, TWO STORY THREE BEDROOM BED AND BREAKFAST. THE SECOND BUILDING, KNOWN AS THE CARRIAGE HOUSE, HAD TWO BEDROOMS AND THE THIRD BUILDING HAD TWO BEDROOMS FOR A TOTAL OF 8 BEDROOMS.

PARKING CREDIT: 7 SPACE PARKING CREDIT

PARKING PROVIDED:

12 TOTAL ONSITE: 11 PARALLEL SPACES / 1 ADA SPACE

DOWNTOWN PARALLEL PARKING: 8' x 22'
ADA SPACES SHALL BE: 12' x 22' WITH 5' ACCESS STRIP

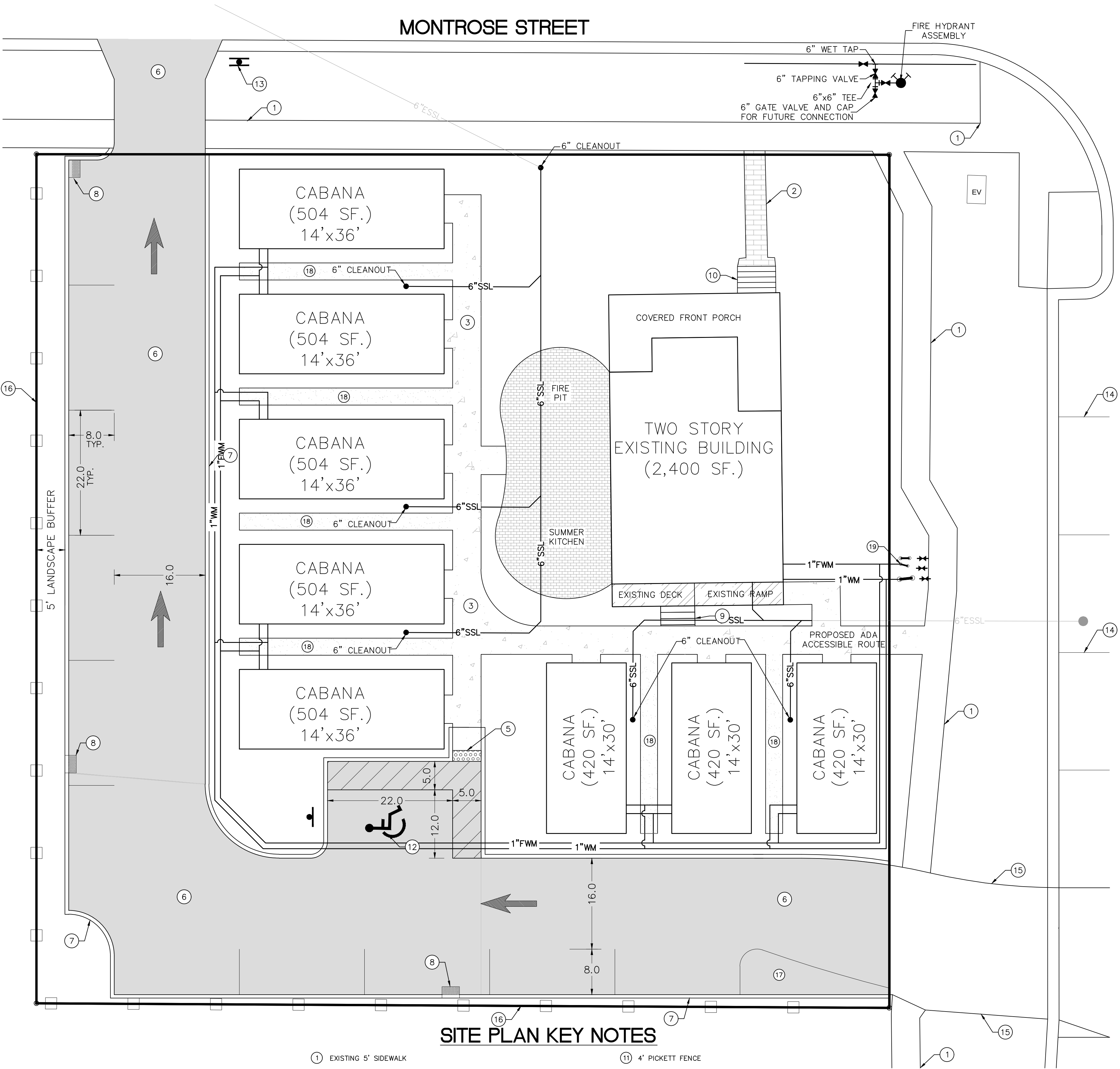
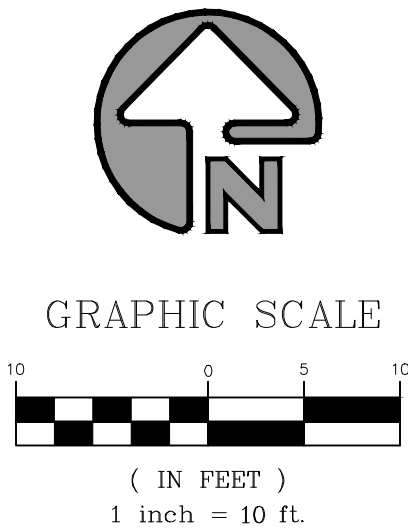
VARIANCES REQUESTED:

- REDUCE PARALLEL PARKING SPACES DIMENSIONS TO 8'X22'
- LANDSCAPE BUFFERS REQUESTED:

	REQUIRED	PROVIDED
NORTH:	15'	15'
SOUTH:	10'	1' WITH PRIVACY FENCE
EAST:	15'	15'
WEST:	10'	5' WITH PRIVACY FENCE

PROPERTY DESCRIPTION

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



SITE PLAN KEY NOTES

- EXISTING 5' SIDEWALK
- EXISTING BRICK PAVERS
- PROPOSED 5' SIDEWALK
- PROPOSED OUTDOOR SEATING AREA
- HANDICAP RAMP W/ DETECTABLE WARNING MAT
- PAVED ASPHALT DRIVEWAY
- TYPE D CURB
- TYPE 9 DRAINAGE INLET
- EXISTING WOOD STEPS
- EXISTING CONCRETE STEPS
- 4' PICKETT FENCE
- PROPOSED ADA PARKING STALL
- STOP / DO NOT ENTER SIGN
- EXISTING OFFSITE PARKING
- EXISTING DRIVEWAY
- 6' PRIVACY FENCE
- STRIPED ISLAND
- 3' SHELL WALKWAY PATH
- CONNECT TO EXISTING WATER METER/ BFP

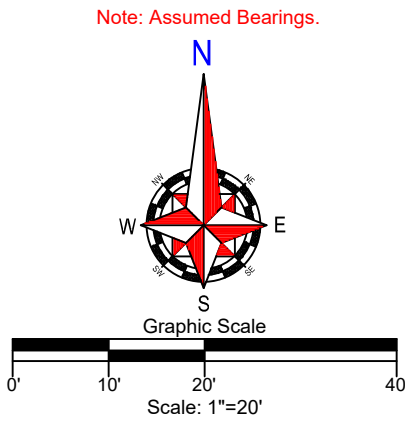
THE CITRUS CABANAS
CONCEPTUAL SITE PLAN



JOB No.: DWJ-004
DESIGNED BY: J.B. & J.O.
DRAWN BY: J.O.
APPROVED BY: J.B.
DATE: 3-3-23
SHEET: 1 OF 1

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

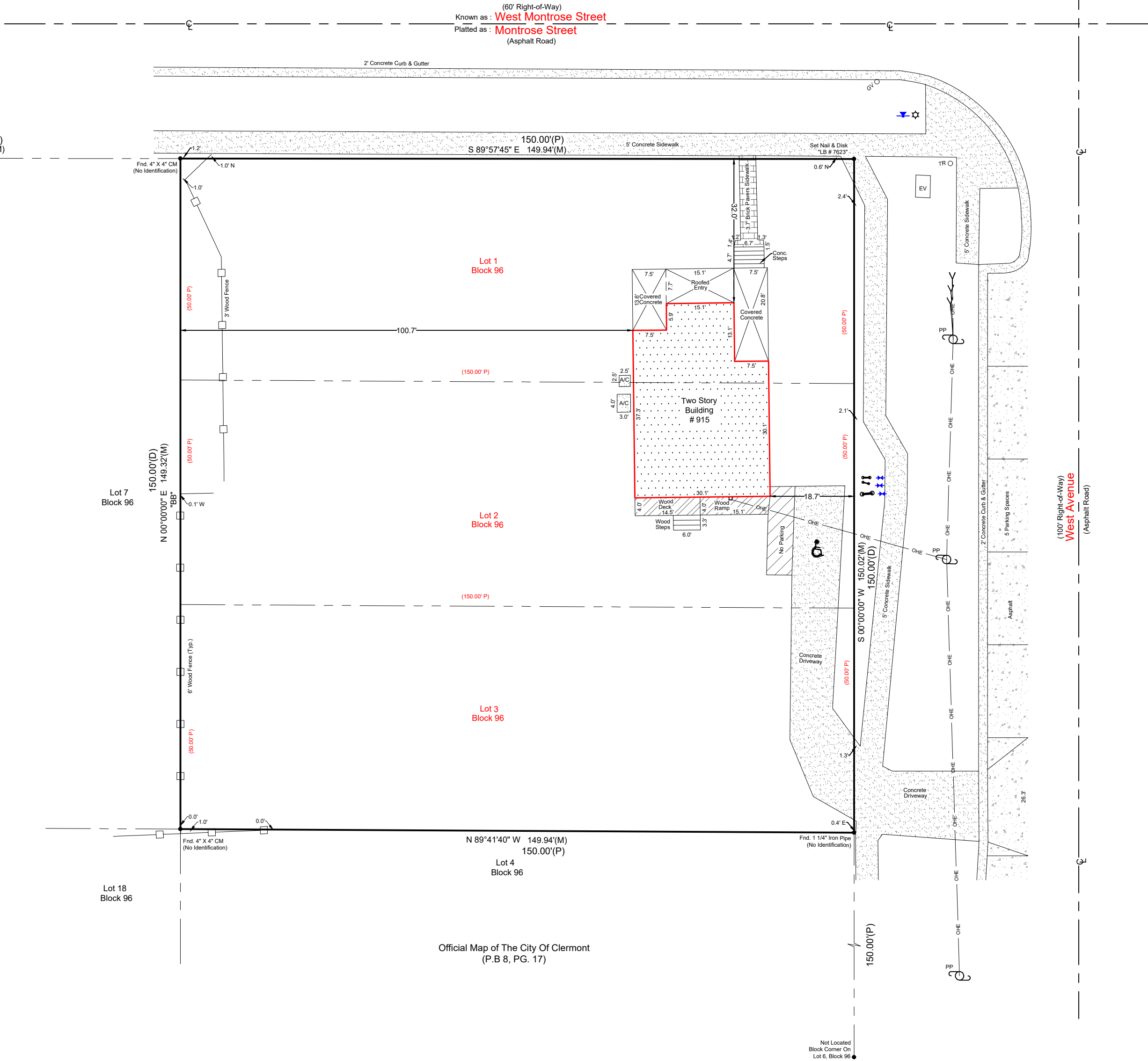
DATE:



915 West Montrose Street,
Clermont, Florida 34711

Issued by: Old Republic National Title Insurance Company
Issuing Agent: - Law Office of Anita Geraci-Carver, P.A.
Commitment Number: 1325437
Issuing Office File Number: 00329-004
Effective Date: September 20, 2022 at 11:00 P.M.
Schedule B - Section 2

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records of attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
None provided at time of survey.
2. a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
Not a Survey Matter.
b. Rights or claims of parties in possession not recorded in the Public Records.
None provided at time of survey.
c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
Sidewalk at the northeast corner of property. Concrete on the east property line.
d. Easements or claims of easements not recorded in the Public Records.
None provided at time of survey.
e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
Not a Survey Matter.
3. Any Owner's policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
Not on a state owned body of water.
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
Not a Survey Matter.
5. All matters contained on the Plat of OFFICIAL MAP OF THE CITY OF CLERMONT, as recorded in Plat Book 8, Page 17, Public records of Lake County, Florida.
Nothing on plat to show.
6. Sidewalk encroachment on the North property line; Concrete encroachment on the East property line and Wood fence encroachment on the South property line as shown by that certain survey dated July 20, 2009, prepared by Pharos Consulting, LLC, Job #PH0027.
Survey not provided.
7. Subject to rights of tenants under unrecorded leases, if any.
Not a Survey Matter.



- Legend-
- FOCB - FIBER OPTIC CABLE BOX
 - TLP - TRAFFIC LIGHT POLE
 - TSB - TRAFFIC SIGNAL BOX
 - TP - TRAFFIC PANEL
 - T - Transformer
 - Gas Valve
 - Water Valve
 - Well
 - Cable Riser
 - Cleanout
 - Crosswalk Post
 - Curb Inlet
 - DOT INLET
 - DP - Dumpster Pad
 - EB - ELECTRIC BOX
 - EV - ELECTRIC Vault
 - Telephone Pedestal
 - Light Pole
 - Power Meter
 - Water Meter
 - Bollard
 - Guy Anchor
 - HR - HANDICAP RAMP
 - Gas Meter
 - Gas Valve
 - GT - Grease Trap
 - Mitered End Section
 - SIGN
 - PS - PARKING SPACES
 - Concrete Power Pole
 - PP - Wood Power Pole
 - Sanitary Manhole
 - Sanitary Valve
 - SB - Setback
 - Storm Inlet
 - SP - SIGNAL POLE
 - Air Release Manhole
 - Storm Manhole
 - Telephone Vault
 - TR - TELEPHONE RISER
 - OHE - Overhead Electric
 - Backflow Preventer

ALTA/NSPS Land Title Survey Boundary Survey

Legal Description:

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Flood Disclaimer:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN LAKE COUNTY, COMMUNITY NUMBER 120133, DATED 12-12-2018.

ALTA/NSPS CERTIFICATION

Certified to: **VICTORY COAST LLC, LAW OFFICE OF ANITA GERACI-CARVER, P.A., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, B.L. FLORIDA, LLC**
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, and 18 of Table A thereof.
The fieldwork was completed on: **10/14/2022**
Date of Plat or Map: **10/18/2022**

Patrick K. Ireland
Patrick K. Ireland, PSM 6637



Gross Land Area: 22,448.74 Square Feet ± or 0.515 Acres ±
Setback Requirements: Front: 00' (Non-Residential) / 25' (Residential)
Side: 00' (Non-Residential) / 25' (One and Two Family Residential)
Rear: 00' (Non-Residential) / 25' (One and Two Family Residential)
Zoning: CBD (Central Business District)
Square footage of Buildings: 1,157.08 Square Feet ±
Parking Space Size: (Standard) 5 Parking Spaces found at time of Survey (Offstreet)
(Handicap) 1 Parking Spaces found at time of Survey
In the process of conducting the fieldwork, no of earth moving work, building construction or building additions within recent months were observed.
In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, dump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by:
West Montrose Street, West Avenue

Revisions	Field Date: 10/14/22	Date Completed: 10/18/22	
Drawn By: MP		File Number: IS-110871	
-Legend-			
C	- Calculated	PC	- Point of Curvature
CC	- Centerline	Pg	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
E	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Rooted
M	- Measured	Set	- Set 1/2" Rebar & Cap LB 7623
NSD	- Nail & Disk	UE	- Utility Easement
N.R.	- Non-Radial	VM	- Water Meter
ORB	- Official Records Book	Δ	- Delta (Central Angle)
P.B.	- Plat Book	○	- Chain Link Fence
W	- Wood Fence		

-Notes-
>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "SB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endorsement.
>Ireland & Associates Surveying, Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

I hereby Certify that this ALTA/NSPS Land Title Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 63-17.002 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.
Patrick K. Ireland
Patrick K. Ireland, PSM 6637
This Survey is intended ONLY for the use of Said Certified Parties. This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.IrelandSurveying.com
Office-407.678.3366 Fax-407.320.8165









CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT REZONING APPLICATION

DATE 3/28/2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) The Citrus Cabanas			
Applicant VICTORY COAST LLC			
Contact Person Darren Johnson			
Address 1075 W LAKESHORE DR	City Clermont	State FL	Zip 34711
Telephone 352-242-3870	Fax		
Email darren@dwj-p.com			
OWNER INFORMATION			
Owner's Name Same			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 915 W MONTROSE ST	City Clermont	State Florida	Zip 34711
Legal Description (include copy of survey) CLERMONT LOTS 1, 2, 3 BLK 96 PB 8 PG 17 ORB 6045 PG 1386 See survey			
Acreage 0.517	Land Use (City verification required) Downtown Mixed Use		
Present Zoning (City verification required) Central Business District	Proposed Zoning PUD		



CITY OF CLERMONT
REZONING
APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Establish an 11 bedroom short term rental on the historic Mulberry Inn property. The subject property will contain 8 small cabanas in addition to the restoration of the existing historic home site for short term rental. See Conceptual Site Plan for details.

Variances/waivers requested:

1. Reduce West 10' Landscape Buffer to 5' with a privacy fence.
2. Reduce South 10' Landscape Buffer to 1' with a privacy fence.
3. Reduce parallel parking space from 10'x22' to 8'x22' with a 16' wide one way drive.

Check box to indicate additional materials are provided via attachment. ☒

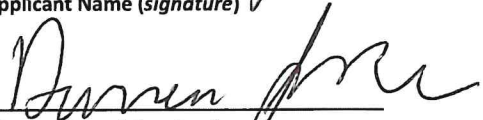
Darren Johnson

Applicant Name (print)

x. 
Applicant Name (signature)

Darren Johnson

Owner Name (print)

x. 
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

On Tuesday, June 6, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance and on Tuesday, June 27, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-021

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION

915 West Montrose Street
Improved property located at the southwest corner of
West Montrose Street and West Avenue
(Alternate Key 1615283)
0.515 +/- acres



LEGAL DESCRIPTION

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY REZONING

From Central Business District (CBD) to Planned Unit Development (PUD) to allow up to eight (8) small cabana units along with the use of the existing historic two-story home to be used for short term rentals.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may 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