



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 8, 2023**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the minutes of the July 25, 2023 Council Meeting.

Item No. 2 - Resolution No. 2023-022R

Consider approval of Fiscal Year 2023 Budget Amendment to the following funds: General Fund, Infrastructure Fund, Building Services Fund, Cemetery Fund, Recreation Impact Fund, Police Impact Fund, Fire Impact Fund, Water Fund, Sewer Fund, Water Impact Fund, Sewer Impact Fund, Health Insurance Fund, and Community Redevelopment Agency (CRA) Fund.

Item No. 3 - Resolution No. 2023-025R

Consider approval of Fiscal Year 2023 Budget Amendment to the General Fund to create a Tree Restricted Fund and a Law Enforcement Restricted Fund.

Item No. 4 - Resolution No. 2023-027R and Budget Amendment

Consider the authorization to purchase land at 951 East Avenue in the amount of \$199,900 plus closing costs with a budget amendment to the cemetery fund not to exceed \$300,000.00.

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Item No. 5 - Contractor Name Change
CPH Consulting, LLC.

Consider approval of contractor name change from CPH Inc. to Trilon Group Holdings, LLC. d/b/a CPH Consulting, LLC.

Item No. 6 - Contractor Name Change
Summit Fire & Security, LLC.

Consider approval of contractor name change from Deiger Service Corporation d/b/a Superior Fire of Florida to Summit Fire & Security, LLC.

Item No. 7 - Piggyback Purchase and Budget Amendment
Fire Apparatus

Consider approval to purchase from the Sourcewell contract number 113021-OKC-1 with Ten-8 Fire and Safety LLC to purchase one (1) Pierce Enforcer 107 Ascendant Aerial Apparatus and a budget amendment in the amount of \$1,357,281.

Item No. 8 - Contract Amendment and Budget Amendment
Victory Pointe Parking Lot

Consider approval of the sixth contract amendment between the City of Clermont and Traverse Group, Inc. to provide construction of a parking lot on West Avenue and Osceola Street and a budget amendment in the amount of \$650,000.

Item No. 9 - Piggyback Contract
Asphalt Paving Systems

Consider approval to piggyback, the City of Gainesville contract with Asphalt Paving Systems, Inc. to provide micro-surfacing asphalt services on an as needed basis.

Item No. 10 - Piggyback Contract
Watson Construction Company

Consider approval to piggyback the City of Gainesville's contract with Watson Construction Company, LLC. to provide micro-surfacing asphalt services.

Item No. 11 - Piggyback Purchase
F-150 Vehicle for Fire

Consider approval to purchase from the Florida Sheriffs Association contract number Heavy Trucks and Buses FSA 22-VEH20.0 with Duval Ford to purchase one (1) Ford F-150 Special Service Vehicle for the budgeted amount of \$44,660.

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Item No. 12 - Bid Award
Real Estate Broker Services

Consider approval of RFP award and term contracts to Horizon Real Estate Solutions and RE/MAX Titanium to provide as-needed real estate broker services.

Item No. 13 - Bid Award
HVAC Services

Consider approval of RFP award and term contract to Westbrook Service Corporation to provide as-needed comprehensive heating, ventilation, and air conditioning (HVAC) systems and services for all city-owned facilities.

Item No. 14 - Police Department Budget Amendment

Consider approval of Budget Amendment to Police Building Maintenance and Repair Line Item in the amount of \$12,000

UNFINISHED BUSINESS

Item No. 15 - Ordinance No. 2023-020 *Final*
Sidewalk Cafe Permit LDC Amendment

Consider an amendment to the Land Development Code, Section 125-526 Sidewalk Cafe permits.

NEW BUSINESS

Item No. 16 - Variance Request
458 Carroll St.

Consider a side yard setback reduction to allow for an addition to a single family home.

Item No. 17 - Ordinance No. 2023-022 *Intro*
O2B Kids

Consider the annexation of a 1.82 acre parcel located within the Johns Lake Landing Planned Unit Development.

Item No. 18 - Ordinance No. 2023-024
Intro/Transmittal
Comprehensive Plan Amendment

Consider a request to change the future land use on 247+/- acres known as the Lennar Swap from Lake County Wellness Way Neighborhood and Multi Use W District to the City of Clermont Neighborhood and Multi Use W District.

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-

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religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 25, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, July 25, 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 Entsuaah and Purvis.

Council Member Gonzalez and Council Member Pines were available via conference call.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Dawn Carter of Living Hope Church gave the invocation followed by the Pledge of Allegiance.

OPENING COMMENTS

City Manager Bulthuis informed the Council that Agenda Item 7 would be moved up on the agenda. Mr. Bulthuis clarified that consent agenda item 6 is Resolution No. 2023-024R, the item was published as an easement vacation. All documents along with the resolution were in the agenda packet provided to Council.

Item No. 7 – Fiscal Year 2024 Proposed As Valorem Millage Rate

City Manager Bulthuis introduced City Attorney Mantzaris to inform Council on the legality of allowing two Council members to be present by telephone.

City Attorney Mantzaris explained that it is the opinion of the Attorney General that members of Council can appear by telephone as long as there is an in person quorum and a good faith reason. A quorum for this council is three members. The good faith issue is this item has time limits associated to meet the requirements, the city has received the initial notice from the Property Appraiser regarding the projected tax revenue for next year related to ad valorem taxes. Without objection from Council, the meeting will move forward with Council Members Pines and Gonzalez appearing telephonically.

There were no objections from the Council and both Council Member Pines and Council Member Gonzalez confirmed they were on the line.

City Manager Bulthuis stated the item is for the proposed ad valorem millage rate. Each year the city adopts the millage rate. The adoption will be done at the final budget public hearing on September 20 at 6:30 PM. The first budget public hearing is scheduled for September 6 at 6:30 PM. There were two budget workshops held on July 12 and July 20 that were open to the public. During those workshops, Council directed staff to propose that the highest millage rate the city will set is 5.06, the same millage rate as last year. Council can adopt a lower millage rate but cannot go higher than what they set today.

Mayor Murry questioned the budget public hearings on Wednesday nights. Mr. Bulthuis explained that the city budget hearings cannot be at the same time as Lake County or Lake County School Board meetings. Lake County's meetings are on Tuesdays so we have moved our hearings to Wednesdays.

Mayor Murry opened the public hearing.

Arthur Pedone, Legends of Clermont – commented on Council Members' salaries. Mayor Murry asked him to speak under public comments.

Charlene Forth, 939 W. Desoto Street – taxes should be rolled back.

Nessie Brown Lewis, Summit Greens – taxes should be higher.

Mayor Murry closed public hearing.

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Council Member Purvis said setting a millage rate is an intricate involved process where council learns about the departments. There was a lot of consensus and discussion between council during the two budget workshops.

Council Member Purvis moved to advertise the millage rate at 5.06; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

Council Member Pines and Council Member Gonzalez left the meeting.

PRESENTATIONS

Chris Carmody, Gray Robinson spoke about our local delegators, reviewed the number of bills and amendments filed this year. Mr. Carmody reviewed the leadership priorities which included the Immigration Bill, Disney/Reedy Creek Improvement District and Data Privacy/Big Tech. Some other bills that were presented were Affordable Housing, School Choice and Constitutional Carry. Mr. Carmody spoke about the state's budget, how that will be divided and tax cuts.

Local projects to Clermont were presented including funding for the Wastewater Treatment Plant and the two vetoed projects, Meet Us in the Middle Plaza project and Hartwood Marsh Road Fire Station. There is still discussion regarding funding for the Meet Us in the Middle project this year or if they come back with the project next year.

Mr. Carmody reviewed some of the bills that passed this year such as building construction, municipal boundaries and financial disclosures for elected officers.

The 2024 Legislative session will begin earlier than usual on January 9 and end March 13.

Discussion ensued regarding the Sadowski funds, constitutional carry and special taxing districts.

Mayor Murry inquired on the documentation needed to qualify for the live local bill that passed. Mr. Carmody stated that is done through the Florida Housing Finance Corporation, Department of Commerce and the local level. City Manager Bulthuis clarified that if someone meets the density requirements they would be approved by city staff and there would not be a public hearing.

Financial Disclosures, Form 6 were discussed. The form requires detail on income, assets and liabilities. Council asked for a sample of the form which City Attorney Mantzaris will provide.

PUBLIC COMMENTS

Arthur Pedone, Legends of Clermont – increase salary of Council to attract and retain high caliber members.

Charlene Forth, 939 W. Desoto – spoke regarding public comments at Council meetings.

Kim Grogan, Flo Dash events – thanked Council and staff for their part with the Freedom 5K.

Sharon Keys, 644 W. Osceola Street – thanked the city for the Juneteenth event.

REPORTS

CITY MANAGER REPORT

- CRA meeting on August 8 at 6pm.
- August 4 First Friday food trucks are downtown.
- Police Chief Broadway will be inducted as the President of the Florida Police Chiefs Association on August 1.

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- The City received a grant for the Clermont Performing Arts Center general program support from the state. It is a matching grant and we received \$92,910.

CITY ATTORNEY REPORT

No report.

CITY COUNCIL REPORT

Council Member Entsuah – No report.

Council Member Purvis –

- Encouraged residents to remember all the history of our country.

Mayor Murry –

- Inquired on the recommendation from the traffic study on Lakeshore Drive.
- Thanked staff for the budget workshop, it was an outstanding process.
- Attended the basketball game between the kids and Police Department last Friday and invited Otis Taylor to come forward and speak about the game.

Mr. Taylor stated that it is more than a game. The community has come together over the years and the city is showing surrounding cities what a community should be. Police officers are getting a bad rap throughout the country and this is a way to show they are good people and friendly.

There was discussion about Champions Circle program through the Give a Day Foundation and that the summer time is great and allows them to make an imprint in young men's lives. This program goes on throughout the school year and changes lives.

- Will be in Bonita Springs on Tuesday for the swearing in ceremony for Chief Broadway.

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 July 11, 2023 Council Meeting.
Item No. 2 – Change Order Approval	Consider approval to the Construction Manager contract with A.D. Morgan Corporation for the new Public Services Facility in the amount of \$26,000.
Item No. 3 – Professional Services Proposal	Consider proposal approval for the modification of existing Consumptive Use Permit #2478.
Item No. 4 – Bid Award	Consider bid award to Helping Hand Lawn Care, LLC. to acquire mowing services for the annual budgeted amount of \$176,750.

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Item No. 5 – Lake Co. Schools Proportionate
Share Mitigation Agreement
Chicone PUD

Consider the school concurrency agreement
with Pulte Home Company and the Lake Co.
School Board with the City as a party to the
agreement.

Item No. 6 – Utility Easement Vacation Request
Gobindram AK 2665866

Consider a request to vacate a utility easement
dedicated to the City to allow future
development of the property.

Council Member Entsuah moved to approve Consent Agenda Items 1-6; Seconded by
Council Member Purvis. Passed unanimously 3-0 with all members present voicing aye.

NEW BUSINESS

Item No. 7 – This item was heard earlier in the meeting.

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ADJOURN: With no further comments, this meeting adjourned at 7:50pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Resolution No. 2023-022R		
Requested Action		
Request approval of Resolution No. 2023-022R to amend the Fiscal Year 2023 Budget.		
Staff Report		
Resolution No. 2023-022R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget to account for updated projected spending by department heads. This resolution amends the General Fund, Building Services Fund, Infrastructure Fund, Cemetery Fund, Recreation Impact Fund, Police Impact Fund, Fire Impact Fund, Water Fund, Sewer Fund, Water Impact Fund, Sewer Impact Fund, Health Insurance Fund, and Community Redevelopment (CRA) Fund.		
Additional Analysis		
Fiscal Impact Summary		
The total increase in fund balance for all funds is \$41,682,138.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Budget - Resolution 2023-022R.pdf _ Final	Budget - Resolution 2023-022R.pdf _ Final.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

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

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

GENERAL FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$10,478,327	\$7,176,248	\$17,654,575
Other Taxes	\$6,453,365	\$276,635	\$6,730,000
Ad Valorem Taxes	\$20,238,049	\$5,000	\$20,243,049
Permits, Fees & Special Assess	\$3,876,000	\$386,500	\$4,262,500
Intergovernmental	\$5,925,484	\$242,194	\$6,167,678
Charges For Services	\$2,885,245	\$57,138	\$2,942,383
Fines & Forfeitures	\$102,500	(\$37,200)	\$65,300
Miscellaneous	\$994,475	\$405,145	\$1,399,620
Other Sources	\$2,250,750	\$64,250	\$2,315,000
City Council	\$50,637	\$7,799	\$58,436
City Clerk	\$433,298	\$96,276	\$529,574
City Manager	\$869,129	\$13,116	\$882,244
Finance	\$1,376,944	\$63,035	\$1,439,979
Legal Services	\$147,300	\$17,700	\$165,000
Planning & Development Service	\$977,805	\$26,367	\$1,004,171
Information Technology	\$1,020,020	\$33,092	\$1,053,112
Other General Government	\$256,328	\$49,300	\$305,628
Police	\$12,808,637	\$367,119	\$13,175,756
Fire	\$13,310,495	\$2,705,259	\$16,015,754
Fire Inspection	\$329,377	\$12,043	\$341,420
Transp/Streets Maintenance	\$1,318,329	(\$99,403)	\$1,218,926
Grounds Maintenance	\$1,802,964	(\$39,778)	\$1,763,186
Fleet Maintenance	\$468,159	\$17,076	\$485,235
Engineering & Inspections	\$120,912	(\$4,596)	\$116,316
Facilities Maintenance	\$1,030,601	\$30,594	\$1,061,195
Economic Development	\$134,918	(\$6,525)	\$128,393



CITY OF CLERMONT
RESOLUTION NO 2023-022R

Human Resources	\$592,488	(\$9,292)	\$583,197
Procurement Services	\$372,608	\$27,701	\$400,309
Parks & Recreation	\$1,306,462	(\$15,024)	\$1,291,438
Historic Village	\$102,769	(\$5,250)	\$97,519
Events	\$791,280	(\$13,123)	\$778,157
Arts & Recreation Center	\$1,296,848	\$24,460	\$1,321,308
Performing Arts Center	\$1,058,617	(\$142,799)	\$915,818
Transfers-Out	\$1,218,475	(\$500,000)	\$718,475
Ending Reserves	\$10,008,798	\$5,920,762	\$15,929,560

Net Impact to General Fund Balance- Increase/(Decrease) **\$5,920,762**

BUILDING SERVICES FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,911,490	\$485,627	\$2,397,116
Permits, Fees & Special Assess	\$1,796,000	(\$151,000)	\$1,645,000
Building Services	\$2,113,949	(\$45,000)	\$2,068,948
Ending Reserves	\$1,599,741	\$379,627	\$1,979,368

Net Impact to Building Services Fund Balance - Increase/(Decrease) **\$379,627**

INFRASTRUCTURE FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,567,760	\$2,134,441	\$3,702,201
Other Taxes	\$4,600,000	\$400,000	\$5,000,000
City Manager	\$7,500	(\$1,490)	\$6,010
Information Technology	\$161,345	(\$32,734)	\$128,611
Other General Government	\$475	(\$475)	\$0
Police	\$655,090	\$585,800	\$1,240,890
Fire	\$55,980	\$634,786	\$690,766



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

Transp/Streets Maintenance	\$754,820	\$99,900	\$854,720
Facilities Maintenance	\$300,000	\$12,100	\$312,100
Parks & Recreation	\$217,653	(\$26,223)	\$191,430
Arts & Recreation Center	\$1,050,000	(\$543,800)	\$506,200
Ending Reserves	\$779,777	\$1,806,577	\$2,586,354

Net Impact to Infrastructure Fund Balance- Increase/(Decrease) **\$1,806,577**

CEMETERY FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,537,768	\$10,396	\$1,548,164
Miscellaneous	\$104,000	\$49,000	\$153,000
Grounds Maintenance	\$286,825	(\$60,045)	\$226,781
Ending Reserves	\$1,354,943	\$119,441	\$1,474,383

Net Impact to Cemetery Fund Balance - Increase/(Decrease) **\$119,441**

RECREATION IMPACT FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$3,757,044	\$553,574	\$4,310,618
Permits, Fees & Special Assess	\$1,750,000	\$827,004	\$2,577,004
Grounds Maintenance	\$2,445	\$6,884	\$9,329
Parks & Recreation	\$0	\$20,000	\$20,000
Arts & Recreation Center	\$3,300,000	(\$3,180,000)	\$120,000
Ending Reserves	\$1,638,994	\$4,533,694	\$6,172,688

Net Impact to Recreation Impact Fund Balance - Increase/(Decrease) **\$4,533,694**



CITY OF CLERMONT
RESOLUTION NO 2023-022R

POLICE IMPACT FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,080,371	\$33,267	\$1,113,638
Permits, Fees & Special Assess	\$450,000	\$464,482	\$914,482
Police	\$497,286	\$216,868	\$714,154
Ending Reserves	\$1,020,320	\$280,881	\$1,301,201

Net Impact to Police Impact Fund Balance - Increase/(Decrease) **\$280,881**

FIRE IMPACT FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$2,350,911	\$134,116	\$2,485,027
Permits, Fees & Special Assess	\$535,000	\$676,769	\$1,211,769
Fire	\$2,250	\$48,264	\$50,514
Ending Reserves	\$2,885,661	\$762,621	\$3,648,282

Net Impact to Fire Impact Fund Balance - Increase/(Decrease) **\$762,621**

WATER FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$12,159,971	\$2,381,409	\$14,541,379
Permits, Fees & Special Assess	\$0	\$15,000	\$15,000
Water	\$13,995,950	(\$3,355,475)	\$10,640,475
Ending Reserves	\$6,206,339	\$5,751,884	\$11,958,223

Net Impact to Water Fund Balance - Increase/(Decrease) **\$5,751,884**



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

SEWER FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$12,183,813	\$1,356,695	\$13,540,508
Permits, Fees & Special Assess	\$8,750,000	\$776,119	\$9,526,119
Water	\$17,584,783	(\$3,408,029)	\$14,176,755
Transfers-Out	\$1,624,000	(\$374,000)	\$1,250,000
Ending Reserves	\$4,354,287	\$5,914,843	\$10,269,130

Net Impact to Sewer Fund Balance - Increase/(Decrease) **\$5,914,843**

WATER IMPACT FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$6,160,602	\$1,752,715	\$7,913,317
Permits, Fees & Special Assess	\$1,365,000	\$77,447	\$1,442,447
Water	\$6,654,060	(\$4,402,056)	\$2,252,004
Transfers-Out	\$330,975	\$393,587	\$724,562
Ending Reserves	\$543,567	\$5,838,631	\$6,382,198

Net Impact to Water Impact Fund Balance - Increase/(Decrease) **\$5,838,631**

SEWER IMPACT FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$15,263,941	\$4,467,349	\$19,731,289
Permits, Fees & Special Assess	\$2,720,000	\$631,582	\$3,351,582
Sewer	\$11,614,660	(\$8,020,056)	\$3,594,604
Transfers-Out	\$1,800,000	\$4,415,682	\$6,215,682
Ending Reserves	\$4,584,281	\$8,703,305	\$13,287,586

Net Impact to Sewer Impact Fund Balance - Increase/(Decrease) **\$8,703,305**



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

STORMWATER FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$212,407	\$138,074	\$350,480
Other Sources	\$175,000	(\$175,000)	\$0
Stormwater	\$2,536,744	(\$38,999)	\$2,497,745
Ending Reserves	\$2,663	\$2,072	\$4,735

Net Impact to Stormwater Fund Balance - Increase/(Decrease) \$2,072

SANITATION FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$5,222,752	\$101,945	\$5,324,697
Sanitation	\$5,666,720	\$1,256,017	\$6,922,738
Ending Reserves	\$3,778,031	(\$1,154,073)	\$2,623,959

Net Impact to Sanitation Fund Balance - Increase/(Decrease) (\$1,154,073)

HEALTH INSURANCE FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$846,661	\$350,053	\$1,196,713
Charges For Services	\$7,866,356	(\$492,630)	\$7,373,726
Miscellaneous	\$166,000	\$23,000	\$189,000
Other Sources	\$0	\$375,000	\$375,000
Other General Government	\$7,868,304	(\$1,414,450)	\$6,453,854
Ending Reserves	\$1,010,713	\$1,669,873	\$2,680,586

Net Impact to Health Insurance Fund Balance - Increase/(Decrease) \$1,669,873



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

COMMUNITY REDEVELOPMENT AGENCY (CRA) FUND

Department Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$260,643	\$246,541	\$507,184
Taxes	\$624,923	\$28,337	\$653,260
Community Redevelopment Agency	\$887,566	\$274,878	\$1,162,444
Ending Reserves	\$0	\$0	\$0
Net Impact to CRA Fund Balance - Increase/(Decrease)			\$0

Change to Fund Balance – All Funds – Net Increase of **\$40,530,137**



**CITY OF CLERMONT
RESOLUTION NO 2023-022R**

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

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of August, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Resolution No. 2023-025R		
Requested Action		
Request approval of Resolution No. 2023-025R to amend the Fiscal Year 2023 budget.		
Staff Report		
Resolution No. 2023-025R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget to create two new funds - a Tree Restricted Fund and a Law Enforcement Restricted Fund. The Tree Restricted Fund will be used to record the use of fees paid in lieu of planting trees according to city code Sec 123-102 d 6. The Law Enforcement Restricted Fund will record the use of confiscation funds, forfeiture funds, law enforcement education funds, and opioid use reduction funds. These were previously recorded in the General Fund as restricted funds.		
Additional Analysis		
Fiscal Impact Summary		
This amendment will result in a net increase of \$15,411.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BA#6 - Restricted Fund Amendment	BA#6 - Restricted Fund Amendment.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-025R**

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

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

GENERAL FUND

General Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$17,654,575	\$0	\$17,654,575
Transfer to Tree Restricted Fund	\$0	\$322,516	\$322,516
Transfer to Law Enforce. Restricted Fund	\$0	\$92,727	\$92,727
Ending Reserves	\$15,292,560	(\$415,243)	\$14,877,317

GENERAL FUND BALANCE – Net Decrease of \$415,243

TREE RESTRICTED FUND

Tree Restricted Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$0	\$0	\$0
Transfer in from General Fund	\$0	\$322,516	\$322,516
Ending Reserves	\$0	\$322,516	\$322,516

TREE RESTRICTED FUND BALANCE – Net Increase of \$322,516



CITY OF CLERMONT
RESOLUTION NO 2023-025R

LAW ENFORCEMENT RESTRICTED FUND

Law Enforcement Restricted Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserve	\$0	\$0	\$0
Police Revenue – Opioid Litigation	\$0	\$16,200	\$16,200
Police Revenue - Law Enfor. Education	\$0	\$5,572	\$5,572
Police Revenue - State Confiscations	\$0	\$40,429	\$40,429
Transfer in from General Fund	\$0	\$92,727	\$92,727
Police Expenditures - Justice Funds	\$0	\$43,790	\$43,790
Police Expenditures - Treasury Funds	\$0	\$2,500	\$2,500
Police Expenditures - State Confiscation	\$0	\$500	\$500
Ending Reserves	\$0	\$108,138	\$108,138

LAW ENFORCEMENT RESTRICTED FUND BALANCE – Net Increase of \$108,138

Change to Fund Balance – All Funds – Increase of \$15,411



**CITY OF CLERMONT
RESOLUTION NO 2023-025R**

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

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of August, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Resolution No. 2023-027R and Budget Amendment		
Requested Action		
Staff Report		
As the council is aware, the city needs to expand Oak Hill Cemetery. The city became aware that a 1/2 acre lot, (951 East Ave) is up for sale. Staff offered to purchase the property for \$199,900, which the owner has agreed to. The city attorney is working on closing documents and timeline. This property allows for approximately 168 spaces. Additionally, the city will need to clear the property and have it laid out appropriately for cemetery purposes, with an estimated cost of approximately \$50,000.		
Additional Analysis		
Fiscal Impact Summary		
This is not currently budgeted in the Cemetery Fund therefore a budget amendment is needed from reserves in an amount not to exceed \$300,000. The amendment will fund the purchase in the amount of \$199,900 plus closing costs along with other professional services and clearing and property improvements needed. This project will be funded from the Cemetery Fund. Department Account Code: 13542-66101 (Land), 13542-66900 (Professional Services), and 13542-66300 (Capital-Other improvements),		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-027R - Land Purchase (08.01.2023)	2023-027R - Land Purchase (08.01.2023).docx	
2. Residential Contract For Sale And Purchase	Residential Contract For Sale And Purchase .pdf	
3. 951 east ave	951 east ave.jpg	



CITY OF CLERMONT
RESOLUTION NO. 2023-027R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 951 EAST AVE FROM THOMAS C. HERDA AS PERSONAL REPRESENTATIVE OF THE ESTATE OF BARBARA TANNEY FOR USE BY THE CITY FOR CEMETERY EXPANSION AND OTHER APPROPRIATE PUBLIC USES FOR THE PURCHASE PRICE OF \$199,900 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the purchase of real property located at 951 East Ave for public purposes including expansion of the City’s cemetery is in the best interests of the citizens of the city of Clermont.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby approve and authorizes the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit “A” for the purchase of real property and the structure thereon located at 951 East Ave, Clermont, FL for \$199,900.00. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

SECTION 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City council, in session, for review and direction.

SECTION 4: CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2023-027R

SECTION 5: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 6: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-027R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 8th day of August 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

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Thomas C. Herda PR Barbara Tanney Estate ("Seller"),
and City of Clermont ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 951 East Ave. Clermont, FL 34711
(b) Located in: Lake County, Florida. Property Tax ID #: 24-22-25-0150-00P-00401
(c) Real Property: The legal description is CLERMONT BEG SW COR LOT 4 RUN E 200 FT, N 113.2 FT, W TO POINT N OF POB, S TO POB, BLK P PB 3 PG 5 ORB 2946 PG 1666

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 199,900.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 5,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Michael G Horton PA

Address: 3721 S Hwy 27 Clermont, FL 34711 Phone: 352 394 4008/

Email: _____ Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. \$ _____

- (d) Other: \$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 194,900.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before August 9, 2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initiated and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials _____

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Seller's Initials CH

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this Contract, the Closing shall occur on September 15, 2023 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status



and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials _____

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Seller's Initials _____

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*



- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

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| ☐ A. Condominium Rider | ☐ M. Defective Drywall | ☐ X. Kick-out Clause |
| ☐ B. Homeowners' Assn. | ☐ N. Coastal Construction Control Line | ☐ Y. Seller's Attorney Approval |
| ☐ C. Seller Financing | ☐ O. Insulation Disclosure | ☐ Z. Buyer's Attorney Approval |
| ☐ D. Mortgage Assumption | ☒ P. Lead Paint Disclosure (Pre-1978) | ☐ AA. Licensee Property Interest |
| ☐ E. FHA/VA Financing | ☐ Q. Housing for Older Persons | ☐ BB. Binding Arbitration |
| ☐ F. Appraisal Contingency | ☐ R. Rezoning | ☐ CC. Miami-Dade County Special Taxing District Disclosure |
| ☐ G. Short Sale | ☐ S. Lease Purchase/ Lease Option | ☐ DD. Seasonal/Vacation Rentals |
| ☐ H. Homeowners/Flood Ins. | ☐ T. Pre-Closing Occupancy | ☐ EE. PACE Disclosure |
| ☐ I. RESERVED | ☐ U. Post-Closing Occupancy | ☐ Other: _____ |
| ☐ J. Interest-Bearing Acct | ☐ V. Sale of Buyer's Property | _____ |
| ☐ K. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ L. RESERVED | | |

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606 _____
607 _____

608 COUNTER-OFFER

609 * ☐ Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.
611 This Contract continues with Line 612 on Page 13 of 13.]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

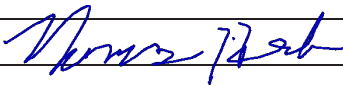
Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____	Date: _____
Buyer: _____	Date: _____
Seller:  _____	Date: July 31, 2023
Seller: _____	Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

_____	Richard Bisailon
Cooperating Sales Associate, if any	Listing Sales Associate
_____	Coldwell Banker Tony Hubbard Realty
Cooperating Broker, if any	Listing Broker

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Thomas C. Herda PR Barbara Tanney Estate (SELLER) and City of Clermont (BUYER) concerning the Property described as 951 East Ave. Clermont, FL 34711

Buyer's Initials _____

Seller's Initials HTT

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- HTT (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- HTT (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- _____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

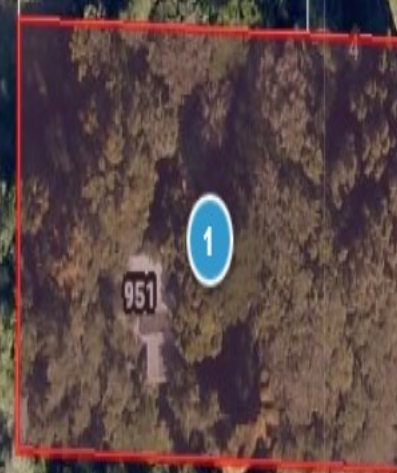
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Thomas Herda</u> SELLER	July 31, 2023 Date	_____ BUYER	_____ Date
<u>Richard Bisailon</u> SELLER	July 31, 2023 Date	_____ BUYER	_____ Date
_____ Listing Licensee	_____ Date	_____ Selling Licensee	_____ Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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951

(140)

(60)

(60)

(60)

(30)

(30)

(60)

(80)

165

(27-31)

13 DAHL FAMILY LAW GROUP



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Contractor Name Change <i>CPH Consulting, LLC.</i>		
Requested Action		
Requesting approval of for a contractor name change from CPH Inc. to Trilon Group Holdings, LLC. d/b/a CPH Consulting, LLC.		
Staff Report		
It is recommended that the Council approve a consent of assignment to an agreement with CPH Inc. (hereinafter referred to as "CPH"). The company CPH, a supplier under contract for architecture and engineering professional services, changed its company name from CPH Inc. to Trilon Group Holdings, LLC. d/b/a CPH Consulting, LLC. (CPH CONSULTING). The company providing current services is now under the name of CPH CONSULTING and acquired CPH contractual responsibilities. CPH CONSULTING is bound to and agrees to the price, terms, and conditions set forth in the original agreements, 2019-57 titled On-Call Professional Architectural Services, and 2020-96 titled On-Call Professional Civil Engineer Services.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Trilon - CPH W-9 (for federal purposes) w remit to address	Trilon - CPH W-9 (for federal purposes) w remit to address.pdf	

February 8, 2023

Trilon Group, LLC

1200 17th Street
Suite 860
Denver CO 80202

To Whom It May Concern,

Telephone: +1 833 487-4566
Web: www.trilongroup.com

We are writing to advise you regarding the federal employee identification number (“EIN”) of CPH Consulting, LLC (f/k/a CPH, Inc.) (“CPH”).

In May of 2022, CPH underwent a reorganization pursuant to which it converted to a Delaware limited liability company and changed its legal entity name to “CPH Consulting, LLC”. Following this reorganization, CPH retained its same EIN (i.e., 59-2068806). **However, as a result of this reorganization, CPH is required to report payments using the EIN of its owner for U.S. federal and state income tax purposes.**

Accordingly, CPH is providing you with two IRS Form W-9s:

1. **IRS Form W-9 (for tax reporting)**: To comply with U.S. federal and state income tax laws, CPH is providing you with an IRS Form W-9 listing the EIN of its owner, Trilon Group Holdings, LLC: 87-3821663.

This form lists the name of the taxpayer as “Trilon Group Holdings, LLC” on Line 1, and lists the business name as “CPH Consulting, LLC, on Line 2.

The EIN indicated on the form is the EIN of Trilon Group Holdings, LLC.

****Please use the EIN listed on this form to report payments for tax purposes****

Please make all payments to:

CPH Consulting, LLC
500 West Fulton Street
Sanford, FL 32771

2. **IRS Form W-9 (non-tax reporting purposes)**: For non-tax reporting purposes (including licensures, contracts, and registrations), CPH is also providing you with an IRS Form W-9 listing the EIN of CPH: 59-2068806.

This form lists the name of CPH on Line 1.

****Do not use the EIN listed on this form to report payments for tax purposes****

If you have any questions, please contact Julia Stutz at (303) 588-2300.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Trilon Group Holdings, LLC	
	2 Business name/disregarded entity name, if different from above CPH Consulting, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. One California Street, Suite 2900	
	6 City, state, and ZIP code San Francisco, CA 94111	
	7 List account number(s) here (optional)	

Remit payment to :
500 W Fulton St
Sanford, FL 32771

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-			-			
or									
Employer identification number									
8	7		-	3	8	2	1	6	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

DocuSigned by:
Signature of U.S. person ► *Michael Renshaw*
34165A1AA468452...

Date ► 1/11/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CPH Consulting, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

500 West Fulton Street

6 City, state, and ZIP code

Sanford, FL 32771

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	2	0	6	8	8	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Contractor Name Change <i>Summit Fire & Security, LLC.</i>		
Requested Action		
Requesting approval of contractor name change from Deiger Service Corporation d/b/a Superior Fire of Florida to Summit Fire & Security, LLC.		
Staff Report		
It is recommended that the Council approve a consent of assignment to an agreement with Deiger Service Corporation d/b/a Superior Fire of Florida (hereinafter referred to as "SUPERIOR"). The company SUPERIOR, a supplier under contract for fire extinguisher maintenance and purchase services, was acquired by SUMMIT. The company providing current services is now under the name of SUMMIT and acquired SUPERIOR contractual responsibilities. SUMMIT is bound to and agrees to the price, terms, and conditions set forth in the original agreement. The current agreement expires February 10, 2025.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SFS-Superior Customer Letter	SFS-Superior Customer Letter.pdf	



June 13, 2023

Dear Valued Customer:

I am pleased to announce the sale of Superior Fire of Florida to Summit Fire & Security LLC. Effective June 13, 2023, the Superior Fire team, alongside Summit Fire & Security, will continue serving you and the community with a commitment to safety, excellence, and hard work.

We're proud that Superior Fire has had the opportunity to serve you over the years with your fire safety equipment needs. As we join the Summit Fire & Security team, we're excited to expand our offerings across the entire spectrum of fire protection and life safety categories, including fire sprinklers, fire detection & alarm, fire extinguishers, pre-engineered kitchen suppression and special hazard systems. All your fire protection needs can be met through the comprehensive suite of offerings with Summit Fire & Security.

As Superior Fire transitions to Summit Fire & Security, we will continue serving you out of our new location in Orlando, FL. Your existing services will continue without interruptions as Superior Fire associates are now a part of the Summit Fire & Security team. Our team of experts will protect you and your buildings from fire and intrusion with a full suite of capabilities, including design, installation, inspections, testing and regular maintenance.

Thank you for your business over the years. We are excited that Superior Fire has the opportunity to be an integral part of a growing company, offering you, our valued customer, a one-stop fire and life safety package.

Please call (407) 299-0201 if you have any questions – we would love to discuss your fire protection and life safety needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Antoine Azolin".

Antoine Azolin
Superior Fire of Florida

A handwritten signature in blue ink, appearing to read "Stephen F. Frendach".

Stephen F. Frendach
Summit Fire & Security



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, August 8, 2023	
Agenda Item Name	
Piggyback Purchase and Budget Amendment <i>Fire Apparatus</i>	
Requested Action	
Requesting approval to purchase from the Sourcewell contract number 113021-OKC-1 with Ten-8 Fire and Safety LLC to purchase one (1) Pierce Enforcer 107 Ascendant Aerial Apparatus in the amount of \$1,357,281 with a corresponding budget amendment to the General Fund.	
Staff Report	
The Procurement Services Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Procurement Services Department sought a contract from Sourcewell to purchase one (1) Pierce Enforcer 107 Ascendant Aerial Apparatus. This purchase will replace Ladder 102 in the Fire Department's fleet, which will go into reserve status upon delivery of the new aerial. Ladder 102, a 2012 E-One EMAX 78' Ladder, currently has 98,962 miles, 10,343 engine hours and is rated in good condition. It will be 14 years old at the time it goes into reserve status, which is consistent with the Fire Department's apparatus replacement plan. The current reserve ladder, Ladder 102 Reserve, will be surplus from the fleet upon delivery of the new aerial. Ladder 102 Reserve, a 2005 E-One 75' Ladder, currently has 134,566 miles and 12,771 engine hours of use. It is rated as being in "fair" condition and will have surpassed its anticipated useful life cycle of 20 years at the time the Pierce Enforcer 107 Ascendant Aerial is delivered. The estimated build time for the new aerial is 30 months with an expected delivery timeframe of February 2026. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-095 to notify local vendors of the City's intent to utilize a cooperative purchasing contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the Sourcewell contract. The Sourcewell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. 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	
A budget amendment in the amount of \$1,357,281 will be required for account 10522-66400, Capital Outlay-Vehicles, in the Fire Department's budget (General Fund). The price includes a discount of \$154,932 for prefunding the apparatus contract at the time of order. A 100% performance bond will be supplied at no additional charge.	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFI 23-095	RFI 23-095.pdf	
2.	1 Clermont Enforcer 107 BMP Proposal	1 Clermont Enforcer 107 BMP Proposal.pdf	



REQUEST FOR INFORMATION

RFI 23-095

INTENT TO UTILIZE THE SOURCEWELL CONTRACT TO PURCHASE A FIRE APPARATUS

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

RELEASE DATE: July 11, 2023

DEADLINE FOR QUESTIONS: July 19, 2023

RESPONSE DEADLINE: July 19, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Sourcewell Contract to Purchase a Fire
Apparatus

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

Attachments:

E - OpenGov Vendor Registration

1. INTRODUCTION

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

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

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

1.1. Summary

Intent to Utilize the Sourcewell Contract to Purchase a Fire Apparatus

1.2. Contact Information

Kathy Johnston

Assistant Chief

439 W. HWY 50

Clermont, FL 34711

Email: kjohnston@clermontfl.org

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

Department:

Fire

1.3. Timeline

Solicitation Release Date	July 11, 2023
Question Deadline	July 19, 2023, 12:00pm
Response Deadline	July 19, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

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

- A. Company Name: Ten-8
- B. Contract Number and Title: 113021-OKC-1 Firefighting Apparatus
- C. Length of Contract: Through February 10, 2026
- D. Product or Service Provided: Pierce Enforcer 107 Ascendant Aerial
- E. Estimated Annual Expenditure: \$,1,512,213.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, July 19, 2023 to advise whether your company can provide any of the products or services mentioned above.

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



Equipment Proposal

Proposal # 799

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 28, 2023 ("Proposal Date")

Customer: Clermont Fire Department ("Customer")

Customer Address: 439 W Highway 50, Clermont, FL 34711

Qty	Product Description & Options	Price
1	Pierce Enforcer 107 Ascendant Aerial per the City of Clermont Fire Department's specifications. This proposal is being offered by accessing Sourcewell #113021 per schedule item 316. City of Clermont Sourcewell ID# 138855.	\$1,512,213.00
	Discount for prefunding apparatus contract at time of order. A 100% performance bond will be supplied at no additional charge.	(\$154,932.00)
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$1,357,281.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **31-33** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: This unit qualifies for Pierce's BMP (Build My Pierce) program. Price quoted includes a preconstruction and final inspection trip to the factory in Appleton, Wisconsin for Clermont Fire Department personnel.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

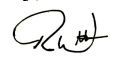
ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Clermont Fire Department

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Robert S. Wallace**

Date: _____

Date: **7/28/2023**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



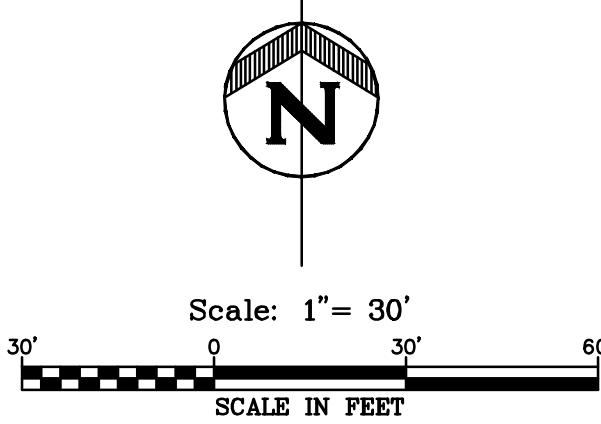
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Contract Amendment and Budget Amendment <i>Victory Pointe Parking Lot</i>		
Requested Action		
Requesting approval of the sixth contract amendment between the City of Clermont and Traverse Group, Inc. to provide construction of a parking lot on West Avenue and Osceola Street with a corresponding budget amendment of \$650,000 to the Capital Projects Fund.		
Staff Report		
The city has been active in searching for a property to build additional public parking in the downtown area to address downtown parking concerns. Discussions with property owners have not yielded any positive results. The most cost-effective and timely option is to utilize the existing city-owned property to the east of Victory Pointe. This parking area will include 113 parking spaces and a rerouting of the trail. In addition to providing parking for current and future downtown businesses, this lot will address the lack of parking at Victory Pointe and Historic Village. By approval of this contract amendment, the City Council finds that direct negotiation with the Traverse Group currently under contract with the city for construction is in the best interest of the city as there exist unique circumstances, which the City Council finds that using competitive bidding is not in the best interest of the city. The contract amendment is required to complete the improvements to the Victory Pointe parking lot for the benefit of the public in the timeliest and cost-efficient manner. This will allow Traverse Group, who is currently completing the downtown streetscape project, to work on this project concurrently reducing costs and impact on businesses, residents, and visitors. The cost for construction of this parking lot will be \$557,913.73 with \$50,000 in contingencies. The total project cost is estimated to be \$650,000 inclusive of design and engineering. This project will be funded solely through the Capital Project fund following a budget amendment. The fiscal impact of \$650,000 is not included in the current year's approved budget, therefore a budget amendment is recommended.		
Additional Analysis		
Fiscal Impact Summary		
The funding for this project will require a budget amendment to the Capital Project Fund in the amount of \$650,000.		
Department Account Code: 32559-66300-95117 (Construction) and 32559-66900-95117 (Professional Services)		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$650,000.00	32559-66300-95117 Construction 32559-66900-95117 Professional Services	\$650,000.00
Exhibits Attached (copies of original agreements)		
1. Parking Lot Osceola and West Concept Plan	Parking Lot Osceola and West Concept Plan 1.pdf	
2. Traverse Group Estimate - Future Parking Lot	Traverse Group Estimate - Future Parking Lot.pdf	

TOTAL SPACES PROVIDED = 113 SPACES
THE EXISTING STRUCTURES, PROPERTY LINE AND WETLAND
LINE ARE APPROXIMATE AND A FINAL SURVEY WILL DETERMINE
THE OVERALL IMPACT TO PROPOSED PARKING LAYOUT.



REVISION								
	1	2	3	4	5	6	7	8
DATE								

CITY OF CLERMONT
WEST OSCEOLA PARKING LOT

CONCEPTUAL PLAN 1



902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8461
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	JULY 2023
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	DKB
JOB NO.:	43826.304
FILE NAME:	WOSCPARKING
Sheet 1	

DUANE K. BOOTH, PE
Registered Eng 44631



TRAVERSE GROUP, INC.

PO BOX 121754
CLERMONT, FL 34712

Estimate

Date	Estimate #
7/20/2023	2023COC2

Name / Address
CITY OF CLERMONT 685 W MONTROSE ST CLERMONT FL 34711

Project
WEST & OSCEOLA PARKING ...

Description	Qty	Units	Rate	Total
WEST AVE AND OSCEOLA ST FUTURE PARKING LOT				
Mobilization	1	LS	6,500.00	6,500.00
Grade and Strip Site (to be placed on City site)	1	LS	6,500.00	6,500.00
Grading	5,645	SY	2.55	14,394.75
Construction Entrance	1	LS	2,500.00	2,500.00
MOT (Osceola)	1	LS	2,500.00	2,500.00
Demo and Removals	10	LDS	600.00	6,000.00
Maintenance Of Traffic for Trail	1	LS	2,950.00	2,950.00
Silt Fence	800	LF	2.70	2,160.00
Construction Fence	1,100	LF	5.75	6,325.00
Clear and Grubbing	1	LS	5,000.00	5,000.00
NPDES	1	LS	2,750.00	2,750.00
Remove Existing Trail	1	LS	8,500.00	8,500.00
Base for 12' Trail Relocation	575	SY	17.95	10,321.25
Prime Trail Base	575	SY	1.75	1,006.25
1.5" SP 9.5 Trail Asphalt	550	SY	14.95	8,222.50
Stake and Layout	1	LS	5,700.00	5,700.00
Testing	1	LS	3,500.00	3,500.00
12" Subgrade	5,070	SY	2.90	14,703.00
6" Limerock Base	5,070	SY	17.95	91,006.50
Prime and Sand	5,070	SY	1.75	8,872.50
1.5" SP 9.5 Asphalt	4,795	SY	14.95	71,685.25
Concrete apron on Osceola St	1	LS	3,500.00	3,500.00
Remove and Reconfigure Brick Parking Osceola	1	LF	2,750.00	2,750.00
Type F Curb	370	LF	27.50	10,175.00
Type D Curb	1,300	LF	19.95	25,935.00
Modified 6 Inlet	3	EA	4,995.00	14,985.00
Type P Manhole	1	EA	3,750.00	3,750.00
Storm Tie In	1	EA	1,500.00	1,500.00
Manhole Adjustments	7	EA	450.00	3,150.00
Sign and Stripe	1	LS	6,950.00	6,950.00
18" HDPE	328	LF	59.95	19,663.60
Final Dress	1	LS	2,500.00	2,500.00
Install New Concrete Pole Parking Lights with Timer	6	EA	8,500.00	51,000.00
Relocate Existing Trail Lights	5	EA	4,500.00	22,500.00
Total				

TRAVERSE GROUP, INC.

PO BOX 121754
CLERMONT, FL 34712

Estimate

Date	Estimate #
7/20/2023	2023COC2

Name / Address
CITY OF CLERMONT 685 W MONTROSE ST CLERMONT FL 34711

Project
WEST & OSCEOLA PARKING ...

Description	Qty	Units	Rate	Total
Wiring, Conduits, Circuitry from Existing Panel	1	LS	27,795.00	27,795.00
Relocate and Repair existing irrigation	1	LS	5,500.00	5,500.00
Landscape & Irrigation	1	LS	70,388.13	70,388.13
Handicap Parking Stalls	4	EA	450.00	1,800.00
As Builts	1	LS	2,975.00	2,975.00
NOTES: Price based on conceptual plan provided by Halff Engineering Grading price and Demo/Removal are based on visual surface and do not include any underground findings. Excavation is based on site balancing.				
			Total	\$557,913.73



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Piggyback Contract <i>Asphalt Paving Systems</i>		
Requested Action		
Requesting approval to piggyback contract number 230508 from the City of Gainesville with Asphalt Paving Systems, Inc. to provide micro-surfacing asphalt services.		
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 Gainesville number 230508, to obtain micro-surfacing asphalt services. The City of Gainesville contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) year term agreement with two (2) additional two (2) year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking of City of Gainesville contract number 23050. This contract will provide micro-surfacing asphalt services on an as-needed basis. The estimated value is \$300,000 for the initial term of the contract. The start date of the contract will be August 9, 2023. 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		
Funding will be determined on a project-by-project basis and funded by the respective department. The current fiscal year has an available remaining budget of \$371,147.50 Department Account Code: 12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$371,147	12541-54603 R&M Streets	\$371,147.00
Exhibits Attached (copies of original agreements)		
1.	230508 Pavement Services Agreement	230508 Pavement Services Agreement.pdf
2.	230027-ITB Pavement Management Bid Tabulation	230027-ITB Pavement Management Bid Tabulation.pdf
3.	2023-244 Bid Award for Pavement Management Continuing Services	2023-244 Bid Award for Pavement Management Continuing Services.pdf

CONTINUING SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT

THIS AGREEMENT is entered into this day 8th of May, 2023, between ASPHALT PAVING SYSTEMS, INC., a New Jersey corporation registered to do business in Florida (“Contractor”) and CITY OF GAINESVILLE, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, thereceipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **TERM AND PRICING.**

2.1. **Term.** The Agreement is effective upon execution by both Parties and shall continue through September 30, 2023 unless earlier terminated as provided herein. The Parties may renew this Agreement for two (2) additional (2) year periods at the same terms and conditions outlined herein.

2.1.1. The City’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the City Commission to do so shall not constitute a breach or default of this Supplemental Agreement.

2.2. **Pricing.** The Contractor shall be paid a sum not to exceed \$4,000,000.00 per fiscal year. The City shall pay the Contractor in accordance with the pricing, as adjusted as provided herein, contained in

the Contractor's Bid Submittal dated January 27, 2023, which is shown in **Exhibit 1**, for all services actually, timely and faithfully performed.

- 2.2.1. Monthly bituminous adjustments are applicable to this Agreement as outline in the Technical Specifications.
- 2.2.2. The City reserves the option to add additional services within the scope of the original bid. Such additional services and pricing shall be authorized in the form of a Work Order per Paragraph 4 of this Agreement.
- 2.2.3. The City shall reimburse the Contractor any costs and fees associated with Payment and Performance Bonds required by Paragraph 6 of this Agreement plus a three percent (3%) mark-up. Costs, fees and mark-up shall be authorized in the Work Order per Paragraph 4 of the Agreement.
- 2.2.4. Inasmuch as failure to complete the a Work Order within the time fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreedthat if such Work has not reached Milestone, Substantial or Final Completion within the time required a Work Order, the Contractorshall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Milestone, Substantial or Final Completion.
- 2.2.5. Unit prices may be adjusted with term renewals based on a Consumer Price Index or Producer Price Index acceptable to the Parties.

3 COMPLIANCE WITH REGULATIONS.

- 3.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations thatmay in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance withthe provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- 3.2 The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the

Agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

3.3 **Living Wage.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Agreement. These requirements include that the Contractor:

- 3.3.1 Shall pay a living wage to each covered employee during the term of this Agreement, including any extension(s) to this Agreement;
- 3.3.2 Shall maintain records sufficient to demonstrate compliance with the living wage requirements;
- 3.3.3 Shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; and
- 3.3.4 Shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation.

Failure to comply with the City's living wage requirements shall be a material breach of this Agreement, enforceable by the City through all rights and remedies at law and equity.

3.4 **Apprentice and Disadvantage Worker Requirements.** Contractor shall comply with the requirements of the Apprentice and Disadvantaged Workers as outlined in Article XI, Chapter 2 of the City's Code of Ordinances for Work Orders issued in excess of \$300,000. Reporting requirements therein shall be completed in accordance with Paragraph 29. Failure of the contractor to comply with the ordinance may result in termination of the contract.

4 **AUTHORIZATION FOR WORK.**

4.1 All services under this Agreement shall be authorized and performed in accordance with a written and jointly executed Work Order. A sample Work Order is included as **Exhibit 2**. Each Work Order shall consist of the work to be performed by the Contractor, the project schedule and any specific or special provisions, pricing or specifications. Modifications to existing work orders shall be authorized and performed in accordance with a written and jointly executed Work Order Amendment. A sample

Work Order Amendment is included as **Exhibit 3**. The City Manager, or designee, is authorized to initiate and sign Work Orders and Work Order Amendments on behalf of the City up to the amount authorized in Paragraph 2.

5 **PERFORMANCE AND PAYMENT BONDS.**

5.1 Within ten (10) business days after signature of Work Order in excess of \$200,000.00 by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 4 & 5**, in the amount of 100% of the total sum of the Work Order, the costs of which are to be paid by the Contractor.

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

5.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.

5.4 If at any time after the execution of this Agreement and the surety bonds required for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

6 **NOTICES.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case

delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works
PO Box 490 MS 58
Gainesville, FL 32627-0490
Attn: Operations Manager
pubwrk@cityofgainesville.org

Contractor:

Asphalt Paving Systems, Inc.
9021 Wire Rd
Zephyrills, FL 33541
Attn: Robert Capoferri
FLestimating@asphaltpavingsystems.com

7 WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.

7.1 It is agreed that when all Work for authorized by a Work Order has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 6**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work Order have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 7**, from all laborers, materialmen and subcontractors defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the applicable Work Order, unless the Contractor provides the City with a written consent from the surety regarding the Work Order or the payment in question.

7.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.3 The making and acceptance of final payment shall constitute:

7.3.1 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

7.3.2 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

8 **INSURANCE.** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, its agents, representatives, employees or subcontractors.

8.1 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

8.2 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

8.3 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA

Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

8.4 BUILDER'S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable: ☐

8.4.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

8.4.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

8.4.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

8.5 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds):

Employee Dishonesty coverage must be afforded for not less than \$500,000.00 Blanket all employees ISO Form.

8.6 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

8.6.1 Commercial General Liability and Automobile Liability Coverages.

8.6.1.1 The City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

8.6.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

8.6.2 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “peroccurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

8.7 **CERTIFICATE HOLDER.** City of Gainesville, Florida, a municipal corporation

9 **INCORPRATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.**

9.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:

- 9.1.1 Work Orders and Amendments thereto
- 9.1.2 This Agreement, as may be amended
- 9.1.3 Bid Addendums
- 9.1.4 Technical Specifications prepared by the City, signed and sealed on 6/9/2022
- 9.1.5 Addendum No. 1 to ITB, dated January 27, 2023
- 9.1.6 Invitation to Bid (ITB) No. PWDA-230027-DH dated December 19, 2022
- 9.1.7 Contractor’s Bid Submittal dated January 27, 2023
- 9.1.8 Schedule of Values

10 **INDEMNIFICATION.**

10.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City, and their officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the City shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement.

10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Contractor’s insurance coverage, or by limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

10.4 Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 **PUBLIC RECORDS.**

11.1 General Provisions: Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Florida has a very broad public records law and certain records of a Contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the

completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL clerks@cityofgainesville.org PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490

11.2 Confidential Information

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 11.2.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

- 11.3 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

12 **STARTING THE WORK**

12.2 **Schedule**

Within ten (10) days after execution of a Work Order under the Agreement, the Contractor will submit to the Public Works (PW) Operations Manager for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

12.3 **Pre-Construction Conference**

Before starting Work, a conference will be held to review the schedules and submittal package (See 12.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the PW Operations Manager, and/or authorized representatives, the Contractor, and utility company representatives.

12.4 **Notice to Proceed**

Upon execution of a Work Order, the PW Operations Manager will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Work Order. No work shall be done prior to receipt of the Notice to Proceed.

12.5 **Commencement of Time**

The Work Order Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

12.6 **Submittals**

The Contractor's submittal package for the Pre-Construction meeting shall include the Surveyor's License Confirmation on a form provided by the City, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan, if applicable to the Work Order, to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittal required by this Agreement or Work Order. All submittals must be accepted by the City prior to implementation.

13 **OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

13.2 All Specifications, Drawings and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

13.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the PW Operations Manager.

14 **WORK BY OTHERS**

14.2 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

14.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the PW Operations Manager in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

14.4 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the PW Operations Manager.

14.5 If the performance of additional work by other contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Work Order Time, it may make a claim as provided in Paragraphs 24 to 26.

15 **RESPONSIBLE AGENT**

15.2 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

15.3 The PW Operations Manager will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

16 **ACCIDENT PREVENTION**

16.2 Precaution shall be exercised at all times for the protection of employees, other persons and property.

16.3 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

17 **SUBCONTRACTS**

17.2 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the PW Operations Manager may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the PW Operations Manager, prior to written concurrence by the PW Operations Manager.

17.3 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City

to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The PW Operations Manager may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

17.4 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

17.5 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

18 PHYSICAL AND SUBSURFACE CONDITIONS

18.2 The PW Operations Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

18.3 The Contractor will promptly notify the PW Operations Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The PW Operations Manager will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the PW Operations Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the PW Operations Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Work Order Amendment shall be issued incorporating the necessary revisions.

19 PW OPERATIONS MANAGER'S STATUS DURING CONSTRUCTION.

19.2 The PW Operations Manager acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the PW Operations Manager.

19.3 The PW Operations Manager will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The PW Operations Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the PW Operations Manager be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The PW Operations Manager's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but PW Operations Manager will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the PW Operations Manager's on-site observations as an experienced and qualified construction professional, the PW Operations Manager will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

19.4 The PW Operations Manager will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 21. The PW Operations Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 23.3, whether or not the Work is fabricated, installed or completed.

19.5 Neither the PW Operations Manager's authority to act under Paragraph 19 nor any decision made by the PW Operations Manager in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

20 **PW OPERATIONS MANAGER'S INTERPRETATIONS AND DECISIONS.**

20.2 The PW Operations Manager will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Work Order Price, it may make a claim therefore as provided in Paragraph 25.

- 20.3 The PW Operations Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the PW Operations Manager will exercise best efforts to insure faithful performance by both the City and the Contractor. The PW Operations Manager will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the PW Operations Manager for decisions, which shall render in writing within a reasonable time.
- 20.4 The Contractor may appeal any written decision made by the PW Operations Manager within fourteen (14) days in accordance with Paragraph 36.

21 **TESTS AND INSPECTIONS.**

- 21.2 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the PW Operations Manager timely notice of readiness therefor. The Contractor will furnish the PW Operations Manager the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the PW Operations Manager, it must, if directed by the PW Operations Manager, be uncovered for observation at the Contractor's expense.
- 21.3 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 28.
- 21.4 Neither observations by the PW Operations Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

22 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.**

- 22.2 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the PW Operations Manager any conflict, error or discrepancy which it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 22.3 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the PW Operations Manager. The superintendent shall not be replaced without the consent of the PW Operations Manager, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.
- 22.4 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. If applicable to the Work Order, survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.
- 22.5 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.
- 22.6 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a

telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

23 ACCESS TO THE WORK: UNCOVERING FINISHED WORK.

- 23.2 The PW Operations Manager and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 23.3 If any Work is covered contrary to the request of the PW Operations Manager, it must, if requested by the PW Operations Manager, be uncovered for observation and replaced at the Contractor's expense.
- 23.4 If any Work has been covered which the PW Operations Manager has not specifically requested to observe prior to its being covered, or if the PW Operations Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the PW Operations Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Work Order Price or extension of the Work Order Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 25 and 26.

24 CHANGES IN THE CONTRACT WORK.

- 24.2 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Work Order or Work Order Amendment. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Work

Order Price, addition of Pay Items, or an extension or shortening of the Work Order Time, an equitable adjustment will be made as provided in Paragraphs 25 and 26 under a Change Order.

- 24.3 The Director or PW Operations Manager may authorize minor changes or alterations in the Work not involving extracost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Work Order or Work Order Amendment. If the Contractor believes that any minor change or alteration authorized by the Director or PW Operations Manager entitles the Contractor to an increase in the Work Order Price or Work Order Time, it may make a claim as provided in Paragraphs 25 and 26.
- 24.4 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Work Order Price, or an extension of the Work Order Time.
- 24.5 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Work Order Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

25 CHANGE OF WORK ORDER PRICE.

- 25.2 The Work Order Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Work Order Price.
- 25.3 The Work Order Price may only be changed by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Work Order Price, notice of intent to file a claim shall be delivered to the PW Operations Manager in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless PW Operations Manager allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT

ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Work Order Amendments will be approved by the following procedure:

25.2.1 The City Manager, or designee, may approve Work Order Amendments that, either cumulatively or individually, increase the Work Order Price within the amount authorized in Paragraph 2.

25.4 The value of any Work covered by a Work Order Amendment, for any claim for an increase in the Work Order Price, shall be determined in the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 Mutual acceptance of a lump sum or unit price.

25.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead, expenses, indirect costs and profit, shall be as follows:

25.3.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 10% (ten percent) of its actual increase in cost; and,

25.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

25.4 Except for as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

25.5 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.

25.6 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:

25.6.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.

25.6.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

26 **CHANGE OF THE WORK ORDER TIME.**

26.2 Work Order Time changes shall be by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Work Order Time, notice of intent to file a claim shall be in writing delivered to the PW Operations Manager within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, or designee, may approve any extension in Work Order Time. Any change in the Work Order Time resulting from any such claim shall be incorporated in a Work Order Amendment.

26.3 The Work Order Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 26.1. Such delays shall only include acts of neglect by any separate contractor employed by the City, fires,

floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.

26.2.1 Process for tracking and granting Weather Days shall be in accordance with the project manual/technical specifications. If the project manual/technical specifications is silent on Weather Days then Work Order Time shall not be extended for weather. Requests for Weather Days shall be submitted monthly with the Contractor's application for payment. The Contractor's failure to submit a monthly request for Weather Days shall constitute a waiver of Work Order Time extensions for weather for all dates prior to submission of the application for payment.

26.4 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 26 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

26.5 Except as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

27 **NEGLECTED WORK.**

27.2 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Work Order Amendment shall be issued incorporating the necessary revisions in the Work Order, including an appropriate reduction in the Work Order Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

28 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

28.2 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory

Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 28.3 If required by written notice of the Director or the PW Operations Manager prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the PW Operations Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Work Order Amendment shall be issued deducting all such costs from the Work Order Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.
- 28.4 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the City and in accordance with the City's written instructions either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 28.5 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 25.3.4 shall prevail.

29 APPLICATIONS FOR PROGRESS PAYMENTS.

- 29.2 Not more than once a month, the Contractor will submit to the PW Operations Manager for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the PW Operations Manager, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.
- 29.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 29.4 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.
- 29.5 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:
- 29.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work.

29.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.

29.4.3 If applicable, a report of Apprentice and Disadvantage Worker information for the Contractor and each Subcontractor that includes the following:

29.4.3.1. Total labor hours for the project;

29.4.3.2. Total labor hours performed by apprentice and disadvantaged workers;

29.4.3.3. The apprentice and/or disadvantage worker status for each such person; and

29.4.3.4. The name, address, work classification and hours worked each pay period for each apprentice and disadvantage worker on the construction project.

29.6 The PW Operations Manager will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.

30 **APPROVAL OF PAYMENTS.**

30.2 The PW Operations Manager's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the PW Operations Manager's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the PW Operations Manager shall not thereby be deemed to

have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.

30.3 The PW Operations Manager's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 31.3, have been fulfilled.

30.4 The PW Operations Manager may refuse to approve the whole or any part of any payment if, in their opinion, the PW Operations Manager is unable to make the foregoing representations to the City. The PW Operations Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:

30.3.1 The Work is defective.

30.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

30.3.3 The Work Order Price has been reduced.

30.3.4 The City has been required to complete neglected Work in accordance with Paragraph 27.

30.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 28.

30.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 32.

31 **FINAL PAYMENT.**

31.2 Upon notification from the Contractor that the project is complete, the PW Operations Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or

defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

31.3 After the Contractor has completed any such corrections to the satisfaction of the PW Operations Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Apprentice & Disadvantage's Worker's Reporting (if applicable), Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The PW Operations Manager will execute a Certificate of Completion and recommend final payment.

31.4 If, on the basis of the PW Operations Manager's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the PW Operations Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the PW Operations Manager will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the PW Operations Manager's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.

31.5 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the PW Operations Manager so confirms, the City shall, upon certification by the PW Operations Manager, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the PW Operations Manager prior to certification of such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

32 CLEANING UP.

32.2 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

33 CITY'S RIGHT TO STOP OR SUSPEND WORK.

33.2 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Work Order Price or extension of the Work Order Time. The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Work Order Price or an extension of the Work Order Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 25 and 26.

34 DEFAULT AND CITY'S RIGHT TO TERMINATE.

34.2 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The PW Operations Manager is

authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.

- 34.3 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director of PW Operations Manager, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 34.4 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.
- 34.5 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 34.6 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

35 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.**

35.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the PW Operations Manager fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the PW Operations Manager within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the PW Operations Manager has failed to act on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the PW Operations Manager, stop Work until it has been paid all amounts then due.

36 **DISPUTE RESOLUTION.**

36.2 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the PW Operations Manager. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the PW Operations Manager's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the PW Operations Manager's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

36.3 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and

is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

36.4 Mediation: For any disputes which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the PW Operations Manager within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

37 **WORKPLACE VIOLENCE.**

37.2 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:

37.1.1 Battery: intentional offensive touching or application of force or violence to another.

37.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

38 **DUTIES AND OBLIGATIONS.** The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.

39 **POLLUTION ABATEMENT.** The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.

- 40 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY.** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 41 **HEALTH CONSIDERATIONS.** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 42 **SEVERABILITY.** It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 43 **AMENDMENT.** This Agreement may be amended only by written amendment, work order or work order amendment.
- 44 **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.
- 45 **GOVERNING LAW AND VENUE.** The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
- 46 **COMPLETE AGREEMENT.** This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 47 **NON WAIVER.** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 48 **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ASPHALT PAVING SYSTEMS, INC.

CITY OF GAINESVILLE


Robert Capoferri (May 1, 2023 13:47 EDT)

Robert Capoferri, President

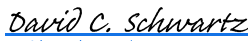

Cynthia Curry (May 8, 2023 10:49 EDT)

Cynthia W. Curry, City Manager

Date: May 1, 2023

Date: May 8, 2023

Approved as to Form and Legality


David C. Schwartz (May 2, 2023 17:31 EDT)

Assistant City Attorney

EXHIBIT 1: FEE SCHEDULE

Crack Seal

Crack Seal	Unit	0 – 100	101 – 1000	1,001 – 5,000	5,001 – 10,000	Over 10,000
Mobilization	Lump Sum	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Spec. 305	Gallons	40.00	34.00	33.00	32.00	30.00

Chip Seal

Chip Seal – Spec. 335-1	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.03	3.78	3.54	3.49	3.35
Single Modified	Square Yards	4.09	3.84	3.60	3.55	3.41
Double Conventional	Square Yards	7.27	6.98	6.74	6.64	6.54
Double Modified	Square Yards	7.35	7.06	6.82	6.72	6.62

Micro-Surfacing

Micro-Surfacing – Spec. 335-2	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.30	3.98	3.85	3.73	3.68
Single Premium	Square Yards	4.70	4.38	4.25	4.13	4.08
Double Conventional	Square Yards	6.85	6.59	6.37	6.18	6.09
Double Premium	Square Yards	7.45	7.19	6.97	6.78	6.69
Rut Filling	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Conventional	Tons	250.00	250.00	250.00	250.00	250.00
Premium	Tons	275.00	275.00	275.00	275.00	275.00

Rejuvenating Scrub Seal

Scrub – Spec. 335-5	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Rejuvenating Scrub Seal	Square Yards	4.74	4.49	4.25	4.20	4.05

Pavement Markings – (White or yellow if applicable)						
Long Line	Unit	0 – 5	5 – 10	10 – 25	25 – 50	Over 50
6" Solid Paint	Gross Mile	3,622.50	2,725.50	2,070.00	1,667.50	1,518.00
6" Skip 10'-30' Paint	Gross Mile	920.00	690.00	632.50	603.75	575.00
6" Solid Thermo	Gross Mile	7,130.00	6,095.00	5,635.00	5,462.50	5,347.50
6" Skip 10'-30' Thermo	Gross Mile	2,185.00	2,012.50	1,840.00	1,782.50	1,725.00
Supplemental Markings	Unit	0 – 150	151 – 250	251 – 500	501 – 1000	Over 1,000
6" Solid Paint (BLUE)	Linear Foot	2.30	1.84	1.61	1.38	1.15
8" Solid Paint	Linear Foot	2.30	1.84	1.61	1.38	1.15
12" Solid Paint	Linear Foot	4.60	4.37	4.14	3.91	3.68
18" Solid Paint	Linear Foot	6.90	6.56	6.21	5.87	5.52
24" Solid Paint	Linear Foot	9.20	8.74	8.28	7.82	7.36
6" Skip 6'-10' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 2'-4' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 3'-9' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Solid Thermo (BLUE)	Linear Foot	6.90	6.33	6.04	5.75	5.75
8" Solid Thermo	Linear Foot	3.45	3.16	2.88	2.59	2.30
12" Solid Thermo	Linear Foot	6.90	5.75	5.18	4.60	4.03
18" Solid Thermo	Linear Foot	10.35	8.63	7.76	6.90	6.04
24" Solid Thermo	Linear Foot	13.80	11.50	10.35	9.20	8.05
6" Skip 6'-10' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 2'-4' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 3'-9' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
Work Zone RPMs	Each	5.75	5.18	4.60	4.37	4.14
Permanent RPMs	Each	5.75	5.18	4.60	4.37	4.14
Yield Lines Paint	Square Foot	13.80	11.50	10.35	9.20	8.05
Speed Hump/Speed Table Paint	Square Foot	11.50	10.93	10.35	9.78	9.20
Misc. Paint (Bullnose, Curb, Etc.)	Square Foot	11.50	10.93	10.35	9.78	9.20
Yield Lines Thermo	Square Foot	23.00	20.70	18.40	17.25	16.10

Supplemental Markings	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Speed Hump/Speed Table Thermo	Square Foot	18.40	17.25	16.10	14.95	13.80
Misc. Thermo (Bullnose, Curb, Etc.)	Square Foot	23.00	20.70	18.40	17.25	16.10

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Right (Message) Paint	Each	103.50	98.33	93.15	87.98	82.80
Stop (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Turn (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Merge (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bus (Message) Paint	Each	69.00	65.55	62.10	58.65	55.20
School (Message) Paint	Each	138.00	131.10	124.20	117.30	110.40
Railroad (Message) Paint	Each	230.00	218.50	207.50	195.50	184.00
Railroad (Bike Path) (Message) Paint	Each	172.50	163.88	155.25	146.63	138.00
Wrong Way Arrow (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
U-Turn (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
Thru Arrow (Symbol) Paint	Each	69.00	65.55	62.10	58.65	55.20
Left or Right Arrow (Symbol) Paint	Each	80.50	76.48	72.45	68.43	64.40
Left or Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left, Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bike Lane Arrow (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Helmeted Bicyclist (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Shared Lane Marking (Symbol) (Paint	Each	92.00	87.40	82.80	78.20	73.60
Accessibility (3') (Symbol) Paint	Each	57.50	54.63	51.75	48.88	46.00
Accessibility (5') (Symbol) Paint	Each	69.00	69.55	62.10	58.65	55.20
Left (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Right (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Stop (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Lane (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (8') (Message) Thermo	Each	276.00	262.20	248.80	234.60	220.80
Lane (8') (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Turn (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Merge (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Bus (Message) Thermo	Each	230.00	218.50	207.00	195.50	184.00
School (Message) Thermo	Each	402.50	382.38	362.25	342.13	322.00
Railroad (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Railroad (Bike Path) (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Wrong Way Arrow (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
U-Turn (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00
Thru Arrow (Symbol) Thermo	Each	115.00	109.25	103.50	97.75	92.00
Left or Right Arrow (Symbol) Thermo	Each	138.00	131.10	124.20	117.30	110.40
Left or Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Left, Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Bike Lane Arrow (Symbol) (Preformed Only) Thermo	Each	161.00	152.95	144.90	136.85	128.80
Helmeted Bicyclist (Symbol) (Preformed Only) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Shared Lane Marking (Symbol) (Preformed Only) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Accessibility (3') (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Accessibility (5') (Symbol) Thermo	Each	218.50	207.58	196.65	185.73	174.80

Removal – Grinding	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	1,380.00	1,380.00	1,380.00	1,380.00	1,380.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

Removal – Water Blasting	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	2,070.00	1,840.00	1,725.00	1,380.00	1,150.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

After-Hours Mark-up	Percentage	25	22	20	18	15
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Exhibit 2 – Work Order Form

WORK ORDER NO:

PROJECT DESCRIPTION:

City: City of Gainesville, a municipal corporation of State of Florida.

Date Issued:

CONTRACTOR:

Execution of the Work Order by the City shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ dated _____ between the City and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ Drawings/Plans/Specifications

☐ Scope of Work dated _____

☐ Special Conditions

☐ _____

The Contractor shall provide said Work pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above. Substantial Completion shall be met by _____ and Final Completion shall be met by _____.

METHOD OF COMPENSATION: The Contractor shall perform all Work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The Contractor's compensation shall be based on the actual Work required by this Work Order. All reimbursable expenses and allowances are itemized in Exhibit "A"

The City shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that the City, prior to execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the City.

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

WITNESS

Signature

Print Name

Date: _____

CONTRACTOR:

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

CITY

By: _____
_____, City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

EXHIBIT 3: AMENDMENT TO WORK ORDER

WORK ORDER NO.:

AMENDMENT NO.:

Project Description:

City: City of Gainesville, Florida

Date Issued:

Contractor:

Original Work Order Description:

Amendment Revisions:

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Substantial Completion Date:

Original Final Completion Date:

New Substantial Completion Date:

New Final Completion Date:

CITY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT 4: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this ____ day of _____, 20____, by _____, as
_____ of _____, a _____
corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 5: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) :_____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA

CITY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Work Order dated _____ ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for _____, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 7: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Work Order dated _____ (“Contract”) for labor, materials, and services for _____.

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____(insert date) to_____, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant:_____

By: _____

(Name)

Title:_____

(Print Title)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____.

a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 8: CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: rivey@mckeerisk.com																					
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Starr Indemnity & Liability Company	38318	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		1000025864231	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		1000008480231	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		1000586980231	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1000004574	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Pavement Management (Preservation & Surfacing) Continuing Services; It is agreed that the City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are included as Additional Insureds with respect to the operations performed by the Named Insured if required by written contract per ISO Forms CG2010-12/19, CG2037-12/19.

CERTIFICATE HOLDER

CANCELLATION

City of Gainesville, Florida, a municipal corporation 200 E University Avenue Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Tabulation Sheet

Agency Name City of Gainesville - Procurement Division

Bid Number ITB-PWDA-230027-DH-0-2023/DH

Bid Name Pavement Management (Preservation & Surfacing) Continuing Services

Bid Due Date 01/30/2023 15:00:00 Eastern

Bid Opening Closed

5 responses found.

✓ online, offline, not submitting, not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	APS	01/30/2023 10:46:43 Eastern	9021 Wire Road, Zephyrhills, FL, 33540	\$0.0000	0.0000		ITB Submittal Response	✓
2 .	Pavement Technology, Inc.	01/27/2023 15:31:22 Eastern	24144 Detroit Road, Westlake, OH, 44145	\$0.0000	0.0000		ITB Submittal Response	✓
3 .	Preferred Materials, Inc.	01/30/2023 13:13:44 Eastern	11482 Columbia Park Dr W, Ste 3, Jacksonville, FL, 32258	\$0.0000	0.0000		ITB Submittal Response	✓
4 .	V. E. Whitehurst & Sons, Inc.	01/30/2023 10:33:31 Eastern	20551 NE 75th Street, Williston, FL, 32696	\$0.0000	0.0000		ITB Submittal Response	✓
5 .	Watson Construction Company, LLC	01/30/2023 14:40:49 Eastern	940 NW 247th Drive, Newberry, FL, 32669	\$0.0000	0.0000	Woman Owned	ITB Submittal Response	✓



City of Gainesville Agenda Item Report

File Number: 2023-244

Agenda Date: April 6, 2023

Department: Public Works

Title: 2023-244 Bid Award for Pavement Management Continuing Services (B)

Department: Public Works

Description: Bid award for pavement management (preservation and surfacing) agreements.

Fiscal Note: Funds for services is budgeted, as needed, in operating and capital project accounts.

Explanation: Invitation to Bid #PWDA-230027-DH for Pavement Management (Preservation & Surfacing) Continuing Services was issued on December 19, 2022, and opened on January 31, 2023. Push button continuing services agreements minimize the use of staff resources for the procurement of services and provide an option to mobilize quickly if a project schedule requires expedited delivery.

There were five responsive, responsible bidders, Asphalt Paving Systems Inc. (APS) (Zephyrhills, FL), Pavement Technology, Inc. (PTI) (Westlake, OH), Preferred Materials, Inc (PMI) (Jacksonville, FL), V.E. Whitehurst & Sons, Inc. (VEW) (Williston, FL) and Watson Construction Company LLC (WCC) (Newberry, FL).

The scope of the bid is for push button (on-demand) construction services related to pavement management including milling, asphalt surfacing, asphalt surface treating (crack seal, chip seal, scrub seal, micro-surfacing, cape seal, and asphalt rejuvenation), roadway base work, roadway concrete work and pavement marking services. One bid was received for Base Work, Milling & Concrete Work (WCC), two bids for Crack Seal (APS and WCC), two bids for Asphalt Placement (VEW and WCC), two bids for Asphalt Pick-up (PMI and WCC), one bid for Chip Seal, Micro-surfacing, & Scrub Seal (APS), one bid for Asphalt Rejuvenation (PTI) and two bids for Pavement Markings (APS and WCC). Staff recommends awarding agreements to each vendor; vendors will be selected based on pricing and then availability.

Work orders for projects will be issued on an individual basis as needed.

Strategic Connection:

- ☐ Goal 1: Equitable Community
- ☐ Goal 2: More Sustainable Community
- ☐ Goal 3: A Great Place to Live and Experience
- ☐ Goal 4: Resilient Local Economy
- ☒ Goal 5: “Best in Class” Neighbor Services

Recommendation: The City Commission: 1) award Bid #PWDA-230027 to Asphalt Paving Systems Inc., Pavement Technology, Inc., Preferred Materials, Inc., V.E. Whitehurst & Sons, Inc. and Watson Construction Company LLC for Pavement Management Continuing Services and 2) authorize the City Manager or designee to negotiate and enter into an agreement with each vendor in the amount of \$4 million per fiscal year through FY27, subject to the approval by the City Attorney or designee as to form and legality.

▼ Votes

Recommendation - Majority (Voted)

1

Moved: Commissioner Willits
Seconded: Commissioner Chestnut
Result: Approved On Consent

Recommendation: The City Commission: 1) award Bid #PWDA-230027 to Asphalt Paving Systems Inc., Pavement Technology, Inc., Preferred Materials, Inc., V.E. Whitehurst & Sons, Inc. and Watson Construction Company LLC for Pavement Management Continuing Services and 2) authorize the City Manager or designee to negotiate and enter into an agreement with each vendor in the amount of \$4 million per fiscal year through FY27, subject to the approval by the City Attorney or designee as to form and legality.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Piggyback Contract <i>Watson Construction Company</i>		
Requested Action		
Requesting approval for piggyback contract number 2023-23 from the City of Gainesville with Watson Construction Company, LLC. to provide micro-surfacing asphalt.		
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 Gainesville number 2023-23, to obtain micro-surfacing asphalt. The City of Gainesville contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) year term agreement with two (2) additional two (2) year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking of City of Gainesville contract number 2023-23. This contract will provide as-needed micro-surfacing asphalt services. The estimated value is \$300,000 for the initial term of the contract. The start date of the contract will be August 9, 2023. 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		
Funding will be determined on a project-by-project basis and funded by the respective department. The current fiscal year has an available remaining budget of \$371,147.50		
Department Account Code: 12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$371,147.00	12541-54603 R&M Streets	\$371,147
Exhibits Attached (copies of original agreements)		
1.	230027-ITB Pavement Management Bid Tabulation	230027-ITB Pavement Management Bid Tabulation.pdf
2.	2023-244 Bid Award for Pavement Management Continuing Services	2023-244 Bid Award for Pavement Management Continuing Services.pdf
3.	2023-23_Watson Construction Co LLC - Continuing Srvcs Agmt Pavement Mgmt	2023-23_Watson Construction Co LLC - Continuing Srvcs Agmt Pavement Mgmt.pdf

Tabulation Sheet

Agency Name City of Gainesville - Procurement Division

Bid Number ITB-PWDA-230027-DH-0-2023/DH

Bid Name Pavement Management (Preservation & Surfacing) Continuing Services

Bid Due Date 01/30/2023 15:00:00 Eastern

Bid Opening **Closed**

5 responses found.

✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	APS	01/30/2023 10:46:43 Eastern	9021 Wire Road, Zephyrhills, FL, 33540	\$0.0000	0.0000		ITB Submittal Response	✓
2 .	Pavement Technology, Inc.	01/27/2023 15:31:22 Eastern	24144 Detroit Road, Westlake, OH, 44145	\$0.0000	0.0000		ITB Submittal Response	✓
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City of Gainesville Agenda Item Report

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Agenda Date: April 6, 2023

Department: Public Works

Title: 2023-244 Bid Award for Pavement Management Continuing Services (B)

Department: Public Works

Description: Bid award for pavement management (preservation and surfacing) agreements.

Fiscal Note: Funds for services is budgeted, as needed, in operating and capital project accounts.

Explanation: Invitation to Bid #PWDA-230027-DH for Pavement Management (Preservation & Surfacing) Continuing Services was issued on December 19, 2022, and opened on January 31, 2023. Push button continuing services agreements minimize the use of staff resources for the procurement of services and provide an option to mobilize quickly if a project schedule requires expedited delivery.

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- ☐ Goal 3: A Great Place to Live and Experience
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- ☒ Goal 5: “Best in Class” Neighbor Services

Recommendation: The City Commission: 1) award Bid #PWDA-230027 to Asphalt Paving Systems Inc., Pavement Technology, Inc., Preferred Materials, Inc., V.E. Whitehurst & Sons, Inc. and Watson Construction Company LLC for Pavement Management Continuing Services and 2) authorize the City Manager or designee to negotiate and enter into an agreement with each vendor in the amount of \$4 million per fiscal year through FY27, subject to the approval by the City Attorney or designee as to form and legality.

▼ Votes

Recommendation - Majority (Voted)

1

Moved: Commissioner Willits
Seconded: Commissioner Chestnut
Result: Approved On Consent

Recommendation: The City Commission: 1) award Bid #PWDA-230027 to Asphalt Paving Systems Inc., Pavement Technology, Inc., Preferred Materials, Inc., V.E. Whitehurst & Sons, Inc. and Watson Construction Company LLC for Pavement Management Continuing Services and 2) authorize the City Manager or designee to negotiate and enter into an agreement with each vendor in the amount of \$4 million per fiscal year through FY27, subject to the approval by the City Attorney or designee as to form and legality.

CONTINUING SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT

THIS AGREEMENT is entered into this day 8th of May, 2023, between WATSON CONSTRUCTION COMPANY, LLC, a Florida limited liability company (“Contractor”) and CITY OF GAINESVILLE, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, thereceipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **TERM AND PRICING.**

2.1. **Term.** The Agreement is effective upon execution by both Parties and shall continue through September 30, 2023 unless earlier terminated as provided herein. The Parties may renew this Agreement for two (2) additional (2) year periods at the same terms and conditions outlined herein.

2.1.1. The City’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the City Commission to do so shall not constitute a breach or default of this Supplemental Agreement.

2.2. **Pricing.** The Contractor shall be paid a sum not to exceed \$4,000,000.00 per fiscal year. The City shall pay the Contractor in accordance with the pricing, as adjusted as provided herein, contained in

the Contractor's Bid Submittal dated January 27, 2023, which is shown in **Exhibit 1**, for all services actually, timely and faithfully performed.

- 2.2.1. Monthly bituminous adjustments are applicable to this Agreement as outline in the Technical Specifications.
- 2.2.2. The City reserves the option to add additional services within the scope of the original bid. Such additional services and pricing shall be authorized in the form of a Work Order per Paragraph 4 of this Agreement.
- 2.2.3. The City shall reimburse the Contractor any costs and fees associated with Payment and Performance Bonds required by Paragraph 6 of this Agreement plus a three percent (3%) mark-up. Costs, fees and mark-up shall be authorized in the Work Order per Paragraph 4 of the Agreement.
- 2.2.4. Inasmuch as failure to complete the a Work Order within the time fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreedthat if such Work has not reached Milestone, Substantial or Final Completion within the time required a Work Order, the Contractorshall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Milestone, Substantial or Final Completion.
- 2.2.5. Unit prices may be adjusted with term renewals based on a Consumer Price Index or Producer Price Index acceptable to the Parties.

3 COMPLIANCE WITH REGULATIONS.

- 3.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations thatmay in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance withthe provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- 3.2 The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the

Agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

3.3 **Living Wage.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Agreement. These requirements include that the Contractor:

- 3.3.1 Shall pay a living wage to each covered employee during the term of this Agreement, including any extension(s) to this Agreement;
- 3.3.2 Shall maintain records sufficient to demonstrate compliance with the living wage requirements;
- 3.3.3 Shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; and
- 3.3.4 Shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation.

Failure to comply with the City's living wage requirements shall be a material breach of this Agreement, enforceable by the City through all rights and remedies at law and equity.

3.4 **Apprentice and Disadvantage Worker Requirements.** Contractor shall comply with the requirements of the Apprentice and Disadvantaged Workers as outlined in Article XI, Chapter 2 of the City's Code of Ordinances for Work Orders issued in excess of \$300,000. Reporting requirements therein shall be completed in accordance with Paragraph 29. Failure of the contractor to comply with the ordinance may result in termination of the contract.

4 **AUTHORIZATION FOR WORK.**

4.1 All services under this Agreement shall be authorized and performed in accordance with a written and jointly executed Work Order. A sample Work Order is included as **Exhibit 2**. Each Work Order shall consist of the work to be performed by the Contractor, the project schedule and any specific or special provisions, pricing or specifications. Modifications to existing work orders shall be authorized and performed in accordance with a written and jointly executed Work Order Amendment. A sample

Work Order Amendment is included as **Exhibit 3**. The City Manager, or designee, is authorized to initiate and sign Work Orders and Work Order Amendments on behalf of the City up to the amount authorized in Paragraph 2.

5 **PERFORMANCE AND PAYMENT BONDS.**

5.1 Within ten (10) business days after signature of Work Order in excess of \$200,000.00 by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 4 & 5**, in the amount of 100% of the total sum of the Work Order, the costs of which are to be paid by the Contractor.

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

5.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.

5.4 If at any time after the execution of this Agreement and the surety bonds required for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

6 **NOTICES.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case

delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works
PO Box 490 MS 58
Gainesville, FL 32627-0490
Attn: Operations Manager
pubwrk@cityofgainesville.org

Contractor:

Watson Construction Company, LLC
940 NW 247th Drive
Newberry, FL 32669
Attn: Douglas Dabney
Doug.dabney@watsonconstruct.com

7 WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.

7.1 It is agreed that when all Work for authorized by a Work Order has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 6**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work Order have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 7**, from all laborers, materialmen and subcontractors defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the applicable Work Order, unless the Contractor provides the City with a written consent from the surety regarding the Work Order or the payment in question.

7.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.3 The making and acceptance of final payment shall constitute:

7.3.1 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

7.3.2 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

8 **INSURANCE.** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, its agents, representatives, employees or subcontractors.

8.1 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

8.2 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

8.3 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA

Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

8.4 BUILDER'S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable: ☐

8.4.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

8.4.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

8.4.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

8.5 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds):

Employee Dishonesty coverage must be afforded for not less than \$500,000.00 Blanket all employees ISO Form.

8.6 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

8.6.1 Commercial General Liability and Automobile Liability Coverages.

8.6.1.1 The City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

8.6.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

8.6.2 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “peroccurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

8.7 **CERTIFICATE HOLDER.** City of Gainesville, Florida, a municipal corporation

9 **INCORPRATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.**

9.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:

- 9.1.1 Work Orders and Amendments thereto
- 9.1.2 This Agreement, as may be amended
- 9.1.3 Bid Addendums
- 9.1.4 Technical Specifications prepared by the City, signed and sealed on 6/9/2022
- 9.1.5 Addendum No. 1 to ITB, dated January 27, 2023
- 9.1.6 Invitation to Bid (ITB) No. PWDA-230027-DH dated December 19, 2022
- 9.1.7 Contractor’s Bid Submittal dated January 27, 2023
- 9.1.8 Schedule of Values

10 **INDEMNIFICATION.**

10.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City, and their officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the City shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement.

10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Contractor’s insurance coverage, or by limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

- 10.4 Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 **PUBLIC RECORDS.**

11.1 General Provisions: Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Florida has a very broad public records law and certain records of a Contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the

completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL clerks@cityofgainesville.org PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490

11.2 Confidential Information

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 11.2.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

- 11.3 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

12 **STARTING THE WORK**

12.2 Schedule

Within ten (10) days after execution of a Work Order under the Agreement, the Contractor will submit to the Public Works (PW) Operations Manager for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

12.3 Pre-Construction Conference

Before starting Work, a conference will be held to review the schedules and submittal package (See 12.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the PW Operations Manager, and/or authorized representatives, the Contractor, and utility company representatives.

12.4 Notice to Proceed

Upon execution of a Work Order, the PW Operations Manager will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Work Order. No work shall be done prior to receipt of the Notice to Proceed.

12.5 Commencement of Time

The Work Order Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

12.6 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include the Surveyor's License Confirmation on a form provided by the City, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan, if applicable to the Work Order, to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittal required by this Agreement or Work Order. All submittals must be accepted by the City prior to implementation.

13 **OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

13.2 All Specifications, Drawings and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

13.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the PW Operations Manager.

14 **WORK BY OTHERS**

14.2 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

14.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the PW Operations Manager in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

14.4 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the PW Operations Manager.

14.5 If the performance of additional work by other contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Work Order Time, it may make a claim as provided in Paragraphs 24 to 26.

15 **RESPONSIBLE AGENT**

15.2 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

15.3 The PW Operations Manager will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

16 **ACCIDENT PREVENTION**

16.2 Precaution shall be exercised at all times for the protection of employees, other persons and property.

16.3 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

17 **SUBCONTRACTS**

17.2 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the PW Operations Manager may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the PW Operations Manager, prior to written concurrence by the PW Operations Manager.

17.3 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City

to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The PW Operations Manager may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

17.4 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

17.5 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

18 PHYSICAL AND SUBSURFACE CONDITIONS

18.2 The PW Operations Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

18.3 The Contractor will promptly notify the PW Operations Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The PW Operations Manager will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the PW Operations Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the PW Operations Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Work Order Amendment shall be issued incorporating the necessary revisions.

19 PW OPERATIONS MANAGER'S STATUS DURING CONSTRUCTION.

19.2 The PW Operations Manager acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the PW Operations Manager.

19.3 The PW Operations Manager will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The PW Operations Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the PW Operations Manager be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The PW Operations Manager's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but PW Operations Manager will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the PW Operations Manager's on-site observations as an experienced and qualified construction professional, the PW Operations Manager will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

19.4 The PW Operations Manager will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 21. The PW Operations Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 23.3, whether or not the Work is fabricated, installed or completed.

19.5 Neither the PW Operations Manager's authority to act under Paragraph 19 nor any decision made by the PW Operations Manager in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

20 **PW OPERATIONS MANAGER'S INTERPRETATIONS AND DECISIONS.**

20.2 The PW Operations Manager will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Work Order Price, it may make a claim therefore as provided in Paragraph 25.

- 20.3 The PW Operations Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the PW Operations Manager will exercise best efforts to insure faithful performance by both the City and the Contractor. The PW Operations Manager will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the PW Operations Manager for decisions, which shall render in writing within a reasonable time.
- 20.4 The Contractor may appeal any written decision made by the PW Operations Manager within fourteen (14) days in accordance with Paragraph 36.

21 **TESTS AND INSPECTIONS.**

- 21.2 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the PW Operations Manager timely notice of readiness therefor. The Contractor will furnish the PW Operations Manager the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the PW Operations Manager, it must, if directed by the PW Operations Manager, be uncovered for observation at the Contractor's expense.
- 21.3 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 28.
- 21.4 Neither observations by the PW Operations Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

22 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.**

- 22.2 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the PW Operations Manager any conflict, error or discrepancy which it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 22.3 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the PW Operations Manager. The superintendent shall not be replaced without the consent of the PW Operations Manager, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.
- 22.4 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. If applicable to the Work Order, survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.
- 22.5 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.
- 22.6 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a

telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

23 ACCESS TO THE WORK: UNCOVERING FINISHED WORK.

- 23.2 The PW Operations Manager and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 23.3 If any Work is covered contrary to the request of the PW Operations Manager, it must, if requested by the PW Operations Manager, be uncovered for observation and replaced at the Contractor's expense.
- 23.4 If any Work has been covered which the PW Operations Manager has not specifically requested to observe prior to its being covered, or if the PW Operations Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the PW Operations Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Work Order Price or extension of the Work Order Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 25 and 26.

24 CHANGES IN THE CONTRACT WORK.

- 24.2 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Work Order or Work Order Amendment. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Work

Order Price, addition of Pay Items, or an extension or shortening of the Work Order Time, an equitable adjustment will be made as provided in Paragraphs 25 and 26 under a Change Order.

- 24.3 The Director or PW Operations Manager may authorize minor changes or alterations in the Work not involving extracost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Work Order or Work Order Amendment. If the Contractor believes that any minor change or alteration authorized by the Director or PW Operations Manager entitles the Contractor to an increase in the Work Order Price or Work Order Time, it may make a claim as provided in Paragraphs 25 and 26.
- 24.4 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Work Order Price, or an extension of the Work Order Time.
- 24.5 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Work Order Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

25 CHANGE OF WORK ORDER PRICE.

- 25.2 The Work Order Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Work Order Price.
- 25.3 The Work Order Price may only be changed by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Work Order Price, notice of intent to file a claim shall be delivered to the PW Operations Manager in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless PW Operations Manager allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT

ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Work Order Amendments will be approved by the following procedure:

25.2.1 The City Manager, or designee, may approve Work Order Amendments that, either cumulatively or individually, increase the Work Order Price within the amount authorized in Paragraph 2.

25.4 The value of any Work covered by a Work Order Amendment, for any claim for an increase in the Work Order Price, shall be determined in the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 Mutual acceptance of a lump sum or unit price.

25.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead, expenses, indirect costs and profit, shall be as follows:

25.3.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 10% (ten percent) of its actual increase in cost; and,

25.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

25.4 Except for as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

25.5 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.

25.6 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:

25.6.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.

25.6.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

26 **CHANGE OF THE WORK ORDER TIME.**

26.2 Work Order Time changes shall be by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Work Order Time, notice of intent to file a claim shall be in writing delivered to the PW Operations Manager within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, or designee, may approve any extension in Work Order Time. Any change in the Work Order Time resulting from any such claim shall be incorporated in a Work Order Amendment.

26.3 The Work Order Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 26.1. Such delays shall only include acts of neglect by any separate contractor employed by the City, fires,

floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.

26.2.1 Process for tracking and granting Weather Days shall be in accordance with the project manual/technical specifications. If the project manual/technical specifications is silent on Weather Days then Work Order Time shall not be extended for weather. Requests for Weather Days shall be submitted monthly with the Contractor's application for payment. The Contractor's failure to submit a monthly request for Weather Days shall constitute a waiver of Work Order Time extensions for weather for all dates prior to submission of the application for payment.

26.4 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 26 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

26.5 Except as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

27 **NEGLECTED WORK.**

27.2 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Work Order Amendment shall be issued incorporating the necessary revisions in the Work Order, including an appropriate reduction in the Work Order Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

28 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

28.2 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory

Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 28.3 If required by written notice of the Director or the PW Operations Manager prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the PW Operations Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Work Order Amendment shall be issued deducting all such costs from the Work Order Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.
- 28.4 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the City and in accordance with the City's written instructions either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 28.5 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 25.3.4 shall prevail.

29 APPLICATIONS FOR PROGRESS PAYMENTS.

- 29.2 Not more than once a month, the Contractor will submit to the PW Operations Manager for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the PW Operations Manager, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.
- 29.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 29.4 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.
- 29.5 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:
- 29.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work.

29.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.

29.4.3 If applicable, a report of Apprentice and Disadvantage Worker information for the Contractor and each Subcontractor that includes the following:

29.4.3.1. Total labor hours for the project;

29.4.3.2. Total labor hours performed by apprentice and disadvantaged workers;

29.4.3.3. The apprentice and/or disadvantage worker status for each such person; and

29.4.3.4. The name, address, work classification and hours worked each pay period for each apprentice and disadvantage worker on the construction project.

29.6 The PW Operations Manager will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.

30 **APPROVAL OF PAYMENTS.**

30.2 The PW Operations Manager's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the PW Operations Manager's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the PW Operations Manager shall not thereby be deemed to

have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.

30.3 The PW Operations Manager's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 31.3, have been fulfilled.

30.4 The PW Operations Manager may refuse to approve the whole or any part of any payment if, in their opinion, the PW Operations Manager is unable to make the foregoing representations to the City. The PW Operations Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:

30.3.1 The Work is defective.

30.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

30.3.3 The Work Order Price has been reduced.

30.3.4 The City has been required to complete neglected Work in accordance with Paragraph 27.

30.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 28.

30.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 32.

31 **FINAL PAYMENT.**

31.2 Upon notification from the Contractor that the project is complete, the PW Operations Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or

defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- 31.3 After the Contractor has completed any such corrections to the satisfaction of the PW Operations Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Apprentice & Disadvantage's Worker's Reporting (if applicable), Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The PW Operations Manager will execute a Certificate of Completion and recommend final payment.
- 31.4 If, on the basis of the PW Operations Manager's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the PW Operations Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the PW Operations Manager will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the PW Operations Manager's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.
- 31.5 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the PW Operations Manager so confirms, the City shall, upon certification by the PW Operations Manager, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the PW Operations Manager prior to certification of such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

32 **CLEANING UP.**

32.2 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

33 **CITY'S RIGHT TO STOP OR SUSPEND WORK.**

33.2 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Work Order Price or extension of the Work Order Time. The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Work Order Price or an extension of the Work Order Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 25 and 26.

34 **DEFAULT AND CITY'S RIGHT TO TERMINATE.**

34.2 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The PW Operations Manager is

authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.

- 34.3 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director of PW Operations Manager, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 34.4 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.
- 34.5 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 34.6 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

35 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.**

35.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the PW Operations Manager fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the PW Operations Manager within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the PW Operations Manager has failed to act on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the PW Operations Manager, stop Work until it has been paid all amounts then due.

36 **DISPUTE RESOLUTION.**

36.2 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the PW Operations Manager. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the PW Operations Manager's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the PW Operations Manager's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

36.3 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and

is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

36.4 Mediation: For any disputes which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the PW Operations Manager within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

37 **WORKPLACE VIOLENCE.**

37.2 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:

37.1.1 Battery: intentional offensive touching or application of force or violence to another.

37.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

38 **DUTIES AND OBLIGATIONS.** The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.

39 **POLLUTION ABATEMENT.** The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.

- 40 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY.** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 41 **HEALTH CONSIDERATIONS.** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 42 **SEVERABILITY.** It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 43 **AMENDMENT.** This Agreement may be amended only by written amendment, work order or work order amendment.
- 44 **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.
- 45 **GOVERNING LAW AND VENUE.** The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
- 46 **COMPLETE AGREEMENT.** This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 47 **NON WAIVER.** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 48 **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**WATSON CONSTRUCTION
COMPANY, LLC**

Doug Dabney

Douglas H. Dabney, Owner

Date: Apr 28, 2023

CITY OF GAINESVILLE

Cynthia W. Curry
Cynthia Curry (May 8, 2023 10:50 EDT)

Cynthia W. Curry, City Manager

Date: May 8, 2023

Approved as to Form and Legality

David C. Schwartz
David C. Schwartz (May 2, 2023 14:50 EDT)

Assistant City Attorney

EXHIBIT 1: FEE SCHEDULE

Base Work

Type/Thickness	Unit	0 – 100	101 – 1000	1,001 – 5,000	5,001 – 10,000	Over 10,000
Mobilization	Lump Sum	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
After-Hours Mark-up	Percentage	20	20	20	20	20
Type B Stabilization	Square Yards	35.00	32.00	10.00	9.00	8.00
4" Limerock Base	Square Yards	49.00	46.00	20.00	17.00	17.00
6" Limerock Base	Square Yards	52.00	49.00	22.00	20.00	20.00
8" Limerock Base	Square Yards	55.00	52.00	24.00	22.00	22.00
10" Limerock Base	Square Yards	60.00	57.00	29.00	27.00	27.00

Crack Seal

Crack Seal	Unit	0 – 100	101 – 1000	1,001 – 5,000	5,001 – 10,000	Over 10,000
Mobilization	Lump Sum	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00
After-Hours Mark-up	Percentage	20	20	20	20	20
Spec. 305	Gallons	68.00	68.00	68.00	68.00	68.00

Milling Asphalt Pavement

Depth	Unit	0 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
After-Hours Mark-up	Percentage	20	20	20	20	20
0.25 Inches	Square Yards	6.00	4.00	4.00	4.00	4.00
0.50 Inches	Square Yards	6.00	4.00	4.00	4.00	4.00
0.75 Inches	Square Yards	7.00	5.00	4.00	4.00	4.00
1.00 Inches	Square Yards	7.00	5.00	4.00	4.00	4.00
1.25 Inches	Square Yards	8.00	6.00	5.00	5.00	5.00
1.5 Inches	Square Yards	8.00	6.00	5.00	5.00	5.00
1.75 Inches	Square Yards	9.00	7.00	6.00	6.00	6.00
2.0 Inches	Square Yards	9.00	7.00	6.00	6.00	6.00
2.25 Inches	Square Yards	10.00	8.00	7.00	7.00	7.00
2.5 Inches	Square Yards	10.00	8.00	7.00	7.00	7.00
2.75 Inches	Square Yards	11.00	9.00	8.00	8.00	8.00
3.0 Inches	Square Yards	12.00	10.00	9.00	9.00	9.00
3.25 Inches	Square Yards	13.00	11.00	10.00	10.00	10.00

Depth	Unit	0 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
3.5 Inches	Square Yards	14.00	12.00	11.00	11.00	11.00

Asphalt Pavement Placement

Type	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	5,000.00	4,000.00	4,000.00	4,000.00	4,000.00
After-Hours Mark-up	Percentage	20	20	20	20	20
Category 1 – SP-9.5	Tons	275.00	240.00	200.00	200.00	200.00
Category 1 – SP-12.5	Tons	275.00	240.00	200.00	200.00	200.00
Category 2 – SP-9.5	Tons	285.00	255.00	215.00	215.00	215.00
Category 2 – SP-12.5	Tons	285.00	255.00	215.00	215.00	215.00
Category 2 – FC-9.5	Tons	285.00	255.00	215.00	215.00	215.00
Category 2 – FC-12.5	Tons	285.00	255.00	215.00	215.00	215.00
Category 2 – SP-9.5 (PG 76-22)	Tons	300.00	270.00	230.00	230.00	230.00
Category 2 – SP-12.5 (PG 76-22)	Tons	300.00	270.00	230.00	230.00	230.00
Category 2 – FC-9.5 (PG 76-22)	Tons	300.00	270.00	230.00	230.00	230.00
Category 2 – FC-12.5 (PG 76-22)	Tons	300.00	270.00	230.00	230.00	230.00
Category 3 – SP-9.5	Tons	290.00	260.00	220.00	220.00	220.00
Category 3 – SP-12.5	Tons	290.00	260.00	220.00	220.00	220.00
Category 3 – FC-9.5	Tons	290.00	260.00	220.00	220.00	220.00
Category 3 – FC-12.5	Tons	290.00	260.00	220.00	220.00	220.00
Category 3 – SP-9.5 (PG 76-22)	Tons	305.00	275.00	235.00	235.00	235.00
Category 3 – SP-12.5 (PG 76-22)	Tons	305.00	275.00	235.00	235.00	235.00
Category 3 – FC-9.5 (PG 76-22)	Tons	305.00	275.00	235.00	235.00	235.00
Category 3 – FC-12.5 (PG 76-22)	Tons	305.00	275.00	235.00	235.00	235.00

Concrete Work

Type	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00

Type	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
After-Hours Mark-up	Percentage	25	25	25	25	25
4" Thick Sidewalk & Driveways	Square Yards	165.00	165.00	160.00	160.00	160.00
6" Thick Sidewalk & Driveways	Square Yards	245.00	245.00	240.00	240.00	240.00
8" Thick Sidewalk & Bus Stops	Square Yards	300.00	300.00	295.00	295.00	295.00
6" Thick Concrete Curb Ramps	Square Yards	325.00	325.00	320.00	320.00	320.00
Detectable Warning Surface	Square Foot	60.00	60.00	60.00	60.00	60.00
Type A Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Type B Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Type D Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Type E Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Type F Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Drop Curb	Linear Foot	60.00	50.00	45.00	45.00	45.00
Valley Gutter	Linear Foot	70.00	60.00	55.00	55.00	55.00
Removal of Existing Concrete	Square Yards	90.00	90.00	75.00	65.00	60.00

Pavement Markings – (White or yellow if applicable)

Long Line	Unit	0 – 5	5 - 10	10 – 25	25 – 50	Over 50
6" Solid Paint	Gross Mile	3,267.00	3,267.00	3,067.00	3,067.00	3,067.00
6" Skip 10'-30' Paint	Gross Mile	3,267.00	3,267.00	3,067.00	3,067.00	3,067.00
6" Solid Thermo	Gross Mile	9,920.00	9,920.00	8,920.00	8,920.00	8,920.00
6" Skip 10'-30' Thermo	Gross Mile	9,920.00	9,920.00	8,920.00	8,920.00	8,920.00

Removal – Grinding	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00
Painted Symbols and Messages	Square Foot	4.50	4.00	4.00	4.00	4.00
Painted Stripe	Square Foot	4.50	4.00	4.00	4.00	4.00
Thermoplastic Symbols and Messages	Square Foot	4.50	4.00	4.00	4.00	4.00
Thermoplastic Stripe	Square Foot	4.50	4.00	4.00	4.00	4.00

Removal – Water Blasting	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00
Painted Symbols and Messages	Square Foot	12.50	12.00	12.00	12.00	12.00
Painted Stripe	Square Foot	12.50	12.00	12.00	12.00	12.00
Thermoplastic Symbols and Messages	Square Foot	12.50	12.00	12.00	12.00	12.00
Thermoplastic Stripe	Square Foot	12.50	12.00	12.00	12.00	12.00
After-Hours Mark-up	Percentage	25	25	25	25	25

Exhibit 2 – Work Order Form

WORK ORDER NO:

PROJECT DESCRIPTION:

City: City of Gainesville, a municipal corporation of State of Florida.

Date Issued:

CONTRACTOR:

Execution of the Work Order by the City shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ dated _____ between the City and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ Drawings/Plans/Specifications

☐ Scope of Work dated _____

☐ Special Conditions

☐ _____

The Contractor shall provide said Work pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above. Substantial Completion shall be met by _____ and Final Completion shall be met by _____.

METHOD OF COMPENSATION: The Contractor shall perform all Work require by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The Contractor's compensation shall be based on the actual Work required by this Work Order. All reimbursable expenses and allowances are itemized in Exhibit "A"

The City shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that the City, prior to execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the City.

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

WITNESS

Signature

Print Name

Date: _____

CONTRACTOR:

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

CITY

By: _____
_____, City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

EXHIBIT 3: AMENDMENT TO WORK ORDER

WORK ORDER NO.:

AMENDMENT NO.:

Project Description:

City: City of Gainesville, Florida

Date Issued:

Contractor:

Original Work Order Description:

Amendment Revisions:

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Substantial Completion Date:

Original Final Completion Date:

New Substantial Completion Date:

New Final Completion Date:

CITY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT 4: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this ____ day of _____, 20____, by _____, as
_____ of _____, a _____
corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 5: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) :_____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA

CITY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Work Order dated _____ ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for _____, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 7: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Work Order dated _____ (“Contract”) for labor, materials, and services for _____.

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____(insert date) to_____, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant:_____

By: _____

(Name)

Title:_____

(Print Title)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____.

a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 8: CERTIFICATE OF INSURANCE



WATSCON-01

SEGVSSHILTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners, Gainesville 4880 Newberry Road, Suite 180 Gainesville, FL 32607	CONTACT NAME: Shirley Hill Shilts	
	PHONE (A/C, No, Ext): (352) 378-2511 FAX (A/C, No): (352) 378-9801	
	E-MAIL ADDRESS: Shirley.Shilts@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Watson Construction Company LLC
940 NW 247 Drive
Newberry, FL 32669

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		EPP0605779	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		EPP0605779	2/20/2022	2/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		EPP0605779	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Gainesville
P O Box 490
MS 58
Gainesville, FL 32617-0490

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Arthur J. Gallagher Risk Management Services, Inc.
4350 W Cypress St Suite 300
Tampa FL 33607

CONTACT

NAME: Jacquie Monroe

PHONE

(A/C, No, Ext): 727-797-6250

FAX

(A/C, No):

E-MAIL

ADDRESS: CertRequests@aig.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zenith Insurance Company

13269

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Watson Construction Company, LLC
940 NW 247th Drive
Newberry FL 32669

WATSCON-01

COVERAGES

CERTIFICATE NUMBER: 1695788367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z133881307	1/1/2023	1/1/2024	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					X PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded officer-Douglas H. Dabney (managing member), Tammy Dabney (managing member)

CERTIFICATE HOLDER

City of Gainesville

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt Doyle



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Piggyback Purchase <i>F-150 Vehicle for Fire</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriffs Association contract number Heavy Trucks and Buses FSA 22-VEH20.0 with Duval Ford to purchase one (1) Ford F-150 Special Service Vehicle for the amount of \$44,660.00.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase one (1) Ford F-150 Special Service Vehicle 4x4 SSV-W1T. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-098 to notify local vendors of the City's intent to utilize another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. 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 funding for this purchase is included in the current Fiscal Year Budget. Department Account Code: 10522-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 23-098	RFI 23-098.pdf	
2. CLERMONT FIRE Quote	CLERMONT FIRE Quote.pdf	



REQUEST FOR INFORMATION

RFI 23-098

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLE

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

RELEASE DATE: July 27, 2023

DEADLINE FOR QUESTIONS: August 4, 2023

RESPONSE DEADLINE: August 4, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Vehicle

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

Attachments:

E - OpenGov Vendor Registration

1. INTRODUCTION

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

1.2. Contact Information

Kathy Johnston

Assistant Chief

439 W. HWY 50

Clermont, FL 34711

Email: kjohnston@clermontfl.org

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

Department:

Fire

1.3. Timeline

Solicitation Release Date	July 27, 2023
Question Deadline	August 4, 2023, 12:00pm
Response Deadline	August 4, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

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

- A. Company Name: Duval Ford
- B. Contract Number and Title: Heavy Trucks and Buses FSA 22-VEH20.0
- C. Length of Contract: Through September 30, 2023
- D. Product or Service Provided: One (1) 2023 Ford F-150 Special Service Vehicle 4x4 SSV-W1T
- E. Estimated Annual Expenditure: \$44,660.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, August 4, 2023 to advise whether your company can provide any of the products or services mentioned above.

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

CLERMONT FIRE

Prepared for:		Contract Holder	DATE:
CLERMONT FIRE BILL HARRISON 352-241-2212 wharrison@clermtfl.org		DUVAL FORD Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210	7/19/23
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	ITEM 243	2023 FORD F-150 SPECIAL SERVICE VEHICLE 4X4 SSV- W1T	\$ 40,613.00
0	995	5.0L V8 ENGINE	NC
0	44G	10-SPEED AUTOMATIC TRANSMISSION	NC
0	67P	POWER WINDOWS/ DOOR LOCKS	NC
0	BUC	BACKUP CAMERA	NC
0	INCL	(2) ADDITIONAL REMOTE KEYS	NC
0	145 WB	145" WHEELBASE 5.5' BED (SHORT BED)	NC
0	D51R	DELETE DRIVER SIDE SPOT LIGHT	\$ (195.00)
0	XL3	3.31 E-LOCKING AXLE	NC
0	INCL	LT265/70R-17 ALL-TERRAIN	NC
0	INCL	FULL SIZE SPARE TIRE & RIM	NC
0	140A	POWER EQUIPMENT GROUP:	NC
0	INCL	SYNC	NC
0	INCL	CRUISE CONTROL	NC
0	INCL	REVERSE SENSING SYSTEM	NC
0	534	HD TOW - CLASS IV TRAILER TOWING W/ DRAW BAR & 7-PIN TO 4-PIN STANDARD PLUG RECEPTACLE SHALL BE MOUNTED IN THE REAR BUMPER	\$ 1,254.00
0	67T	TRAILER BRAKE CONTROLLER	\$ 274.00
0	96W	SPRAY IN BEDLINER	\$ 594.00
0	TINT 1	DARKEST LEGAL TINT TO INCLUDE FRONT STRIP	\$ 225.00
0	OOS	OUT OF DEALER STOCK: PKD00558 (SUBJECT TO AVAILABILITY)	\$ 1,895.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	PB	INTERIOR: BLACK CLOTH FRONT 40/NO CONSOLE/40 & REAR VINYL	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	VEHICLE IS CURRENTLY ON GROUND AT DUVAL FORD READY FOR DELIVERY. PKD00558	
UNIT COST			\$ 44,660.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 44,660.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Bid Award <i>Real Estate Broker Services</i>		
Requested Action		
Requesting approval of term contracts between the City of Clermont and Horizon Real Estate Solutions and RE/MAX Titanium to provide real estate broker services.		
Staff Report		
The evaluation committee recommends approval of the above action. The City Manager's Office contacted the Procurement Services Department to determine the most cost-effective manner to provide real estate broker services on an as-needed basis. The Procurement Services Department issued RFP number 23-076 on May 5, 2023 to obtain the services of a qualified broker to provide real estate broker services. The RFP was fully completed, advertised, and complies with the City of Clermont Procurement Policy. There were four (4) responses to the RFP. An evaluation committee composed of four (4) City staff members three (3) voting members and one (1) non-voting member) reviewed, scored, and ranked the proposals. The Evaluation Committee chose the top two (2) proposals, Horizon Real Estate Solutions and Re/Max Titanium to enter into contracts to provide real estate broker services to the City of Clermont. The award includes an initial three (3) year agreement with three (3) additional one (1) year renewals at the option of the city. The start date of the contract will be August 9, 2023. The award recommendation is being made to the top two (2) proposals, Horizon Real Estate Solutions and Re/Max Titanium.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Notice of Intent to Award	Notice of Intent to Award.pdf	
2. RFP 23-076 Evaluation Summary	RFP 23-076 Evaluation Summary.pdf	



NOTICE OF INTENT TO AWARD
RFP No. RFP 23-076
Real Estate Broker Services

RESPONSE DEADLINE: June 15, 2023 at 2:00 pm

Thursday, July 27, 2023

After the careful and thorough review of all responses received to solicitation number RFP 23-076 titled Real Estate Broker Services, the City hereby issues this Award Recommendation to the following companies:

Horizon Real Estate Solutions and RE/MAX Titanium

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFP No. RFP 23-076

Real Estate Broker Services

RESPONSE DEADLINE: June 15, 2023 at 2:00 pm

EVALUATORS

Name	Title
Scott Davidoff	Deputy City Manager
Curt Henschel	Development Services Director
Laurie Windham	Public Information Officer
Ramsey Jimenez	Senior Procurement Agent (non-voting)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
HORIZON REAL ESTATE SOLUTIONS	73	80	94.5	82.5
RE/MAX Titanium	66.5	69.5	91	75.67
Redevelopment Management Associates	71	87.5	66	74.83
The KLR Group	56.5	65.5	63.5	61.83

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 10 Points (10%)	License & Insurance 0-10 Points 10 Points (10%)	Company Background and Length of Time in Business 0-10 Points 10 Points (10%)	Company Experience 0-10 Points 20 Points (20%)	Personnel Experience 0-10 Points 20 Points (20%)	Fee Schedule 0-10 Points 15 Points (15%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)	Total Score (Max Score 100)
HORIZON REAL ESTATE SOLUTIONS	8.7	10	8.3	8	8.3	8.3	2	8.3	82.5
RE/MAX Titanium	7.7	10	7.7	8	6.7	8	5	4	75.67
Redevelopment Management Associates	8.3	10	6.7	6.3	7.3	8.3	2	8	74.83
The KLR Group	4.7	10	6.7	6.3	5.3	6.3	2	5.7	61.83

MEETING SUMMARY

The Evaluation Committee met on July 26, 2023, at 11:00 am. to discuss the proposals. The scoring of the proposals was done individually by each evaluator, electronically through OpenGov. At the time of the meeting, the Evaluation Committee was provided with the score summary and proceeded to review the scores. The Evaluation Committee agreed on the score summary and opted to rank the proposals in the same order. The Evaluation Committee chose the top two (2) proposals, Horizon Real Estate Solutions and Re/Max Titanium to enter into contracts to provide Real Estate Broker services to the City of Clermont.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Bid Award HVAC Services		
Requested Action		
Requesting approval of term contract between the City of Clermont and Westbrook Service Corporation to provide comprehensive heating, ventilation, and air conditioning (HVAC) systems and services for all city-owned facilities.		
Staff Report		
The evaluation committee recommends approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most cost-effective manner to provide comprehensive heating, ventilation, and air conditioning (HVAC) systems and services for all city-owned facilities. The Procurement Services Department issued a RFP number 23-075 on May 4, 2023 to obtain the services of a qualified company to provide comprehensive heating, ventilation, and air conditioning (HVAC) systems and services for all city-owned facilities. The RFP was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were four (4) responses to the RFP. An evaluation committee composed of four (4) City staff members (three (3) voting members and one non-voting member) reviewed, scored, and ranked the proposals. Wesbrook Services Corporation was the top-ranked company selected for the qualifications, knowledge, and experience of comprehensive heating, ventilation, and air conditioning (HVAC) system. The award includes an initial three (3) year agreement with three (3) additional one (1) year renewals at the option of the city. The start date of the contract will be August 9, 2023. The award recommendation is being made to the most qualified respondent, Wesbrook Services Corporation.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department.		
Department Account Code: 10549-53418 (Contractual Services HVAC) with various project codes for locations throughout the City		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$20,769	10549-53418 contract services HVAC	\$20,769
Exhibits Attached (copies of original agreements)		
1. RFP 23-075 Notice of Intent to Award	RFP 23-075 Notice of Intent to Award.pdf	
2. RFP 23-075 Evaluation Summary	RFP 23-075 Evaluation Summary.pdf	



NOTICE OF INTENT TO AWARD
RFP No. RFP 23-075
HVAC Services

RESPONSE DEADLINE: June 15, 2023 at 2:00 pm

Tuesday, July 25, 2023

After the careful and thorough review of all responses received to solicitation number RFP 23-075 titled HVAC Services, the City hereby issues this Award Recommendation to the following company:

Westbrook Service Corporation

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFP No. RFP 23-075

HVAC Services

RESPONSE DEADLINE: June 15, 2023 at 2:00 pm

PHASE 1

EVALUATORS

Name	Title
Joe McMahon	Public Service Manager
Paul Erickson	Construction Manager
Todd Lewis	Public Services Operations Chief- Facilities
Ramsey Jimenez	Senior Procurement Agent (non-voting)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Westbrook Service Corporation	45	82	90.5	72.5
Air Mechanical & Service Corp	39	71.5	77	62.5
Mechanical Services of Central Florida - MSI	35	68	52	51.67
AIRE SERV OF SOUTHEAST ORLANDO LLC	16	15.5	18.5	16.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	License and Insurance Pass / Fail 5 Points (5%)	Company Background 0-10 Points 5 Points (5%)	Company Experience 0-10 Points 15 Points (15%)	Personnel Experience 0-10 Points 15 Points (15%)	Maintenance and Cleaning Schedule 0-10 Points 15 Points (15%)	Cost of Services 0-10 Points 15 Points (15%)	Emergency Call-Out Service 0-10 Points 10 Points (10%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)	Total Score (Max Score 100)
Westbrook Service Corporation	7	100%	7.3	7.7	6.7	7	8.7	7	2	6.3	72.5
Air Mechanical & Service Corp	6.7	100%	6.7	6.3	6.3	5.7	5.3	6	2	7.3	62.5
Mechanical Services of Central Florida - MSI	5	100%	5.3	5.7	5.7	5.3	3.7	3.3	2	5.7	51.67
AIRE SERV OF SOUTHEAST ORLANDO LLC	1.3	100%	0.3	1.3	1	0.3	2.3	0.7	2	0.7	16.67

MEETING SUMMARY

The Evaluation Committee met on July 25, 2023, at 10:00 am. to discuss the proposals. The scoring of the proposals was done individually by each evaluator, electronically through OpenGov. At the time of the meeting, the Evaluation Committee was provided with the score summary and proceeded to review the scores. The Evaluation Committee agreed on the score summary and opted to rank the proposals in the same order. The Evaluation Committee chose Westbrook Service Corporation to enter into a contract to provide HVAC services to the City of Clermont.



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 8, 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. We expect everyone to be respectful of each other even when we disagree. All public comments will be directed to the city council, and to the issue at hand. Everyone will avoid personal attacks and derogatory statements. These time limits may be extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Police Department Budget Amendment		
Requested Action		
Approve \$12,000 from GF Fund Balance to line item 10521-54600		
Staff Report		
An Air Conditioning unit at the police department headquarters is in need of repairs due to an AC coil leak. The line item for Building Maintenance and Repairs is at budget. The department needs \$12,000 transferred from the GF Fund Balance to pay for the repairs.		
Additional Analysis		
Fiscal Impact Summary		
Allocation of \$12,000 from GF Fund Balance to line item 10521-54600		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. PD Budget Amendment	PD Budget Amendment.pdf	

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).

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 8, 2023**

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

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

**City of Clermont, Florida Budget
Transfer and Amendment Form**



Amendment ☒
Modification ☐
Transfer ☐

For Transfers: The "\$ Taken From" and "\$ Added To" columns should be equal in total.
For Amendments: Include detailed notes on why a particular account is being increased or decreased. Use multiple lines if necessary. Unless otherwise stated, it will be assumed that overages will be taken from Fund Reserves for the amendment.
For Modifications: Include details on changes within a line item of the budget.

Account Number	Account Description	\$ Taken From	\$ Added To	Notes: *Required for Amendments
Org-Object-Project	EXAMPLE ACCOUNT			Funds to cover unplanned purchase of...
10521-54600	R & M Bldg		\$ 12,000.00	AC coil leaking
	General Fund	\$ 12,000.00		AC coil leaking
Totals		\$ 12,000.00	\$ 12,000.00	

John Graczyk
 1- Requested By _____ Date 08/02/2023

 2- Department Director _____ Date 08/02/2023

 4- City Manager _____ Date 08/02/23

3- Initial Finance Review

5- Finance _____ Date _____

Munis Journal # _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Ordinance No. 2023-020 <i>Final Sidewalk Cafe Permit LDC Amendment</i>		
Requested Action		
Recommend approval of Ordinance No.2023-020		
Staff Report		
The City Staff is proposing a text amendment to the Land Development Code, Section 125-526 Sidewalk Cafe permits. The proposed changes will add language to clarify and enforce additional standards and criteria requirements for the permit. The amendment will add the language that private trash containers are required for each permit and the city will not be responsible for trash collection relating to the sidewalk cafe permits. The property owner or business occupant will be responsible for picking up and collecting trash in a timely manner. The current code does not have any existing language regarding trash collection for sidewalk cafe permits. Based on the new Florida State statute (Section 166.041), a business Impact estimate has been posted to the city's website, and is also included in your packet. This estimate is to inform businesses of potential increases in operating expenses. Staff recommends approval of the proposed changes represented in the strikethrough (deletion) and underline (addition) language contained in Ordinance 2023-020, Sidewalk Cafe permits. <i>Planning and Zoning Commission recommended adding language that required garbage containers to have a lid. 6-0 Approval</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-020 -Chapter 125-526 Sidewak Cafe (07.17.2023)	Ord. 2023-020 -Chapter 125-526 Sidewak Cafe (07.17.2023).pdf	
2. 2023-20 Business Impact Estimate for Sidewalk cafe amendment	2023-20 Business Impact Estimate for Sidewalk cafe amendment.docx	
3. Legal ad - Ord. No. 2023-020 - Sidewalk Cafe Amendment	Legal ad - Ord. No. 2023-020 - Sidewalk Cafe Amendment.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉ; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, held a public hearing on August 1, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendment to Land Development Code, Chapter 125, Section 125-526 Sidewalk Café, in light of written comments, proposals and objections from the general public; and

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 125-526 Sidewalk café.

(a) *Necessity and intent.*

(1) There is a need for regulations and standards for the existence and operation of sidewalk cafés to facilitate and ensure a safe environment in these areas.

(2) The establishment of permit conditions and safety standards for sidewalk cafés is necessary to protect and promote the general health, safety and welfare of the residents of the city.

(b) *Sidewalk café authorized.* Restaurant operators, eating and/or drinking establishments located within the CBD Central Business District are allowed to operate a sidewalk café that conforms to the requirements of this section and other applicable provisions of this code, and are hereby made exempt from the prohibition of conducting business within a public right-of-way of this Code.



CITY OF CLERMONT
ORDINANCE NO. 2023-020

(c) *Definitions.* The followings words, terms, and phrases, when used in this section, shall have meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Permittee means the recipient of a sidewalk café permit under the terms and provisions of this section.

Sidewalk café means seating located on a sidewalk or pedestrian mall which is associated with an adjacent eating and/or drinking establishments where food or beverages are delivered for consumption on the premises. It is characterized by movable tables and chairs and may be shaded by umbrellas. Sidewalk cafés shall be permitted only as an accessory use to a licensed restaurant or food/drinking establishment.

(d) *Permit and application requirements.*

(1) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public right-of-way within the city without obtaining a permit as required by this article. Sidewalk cafés shall only be located where permitted by the city's land development code. No person shall establish a sidewalk café on a public sidewalk unless such person has obtained a valid permit to operate that sidewalk café pursuant to this Code.

(2) The chief of police or designee shall have the right to remove, after 24 hours' notice, any tables, chairs and other objects on public property which are used in connection with a sidewalk café which do not have a permit, and shall have the right to immediately remove any tables, chairs or other objects on public property which impede pedestrian traffic or pose a threat to the public health, safety or welfare.

(3) A permit for a sidewalk café shall be issued only to the operator of a valid food and/or drink license and operating restaurant who wishes to provide moveable tables and chairs on the sidewalk or pedestrian mall adjacent to the restaurant.

(4) Application forms for permits to operate a sidewalk café are provided by the development services department.

(5) A scaled drawing of the café area shall be required with each sidewalk café permit application with measurements outlining the location, boundary, tables, chairs, barriers, stanchions, host or hostess stations, and other features.

(6) A copy of a valid business tax receipt to operate a food and/or drinking establishment in front of which the proposed sidewalk café will be located. The number of chairs or seats to be utilized for the sidewalk café must be included in the number of seats authorized by the license.

(7) A copy of the state alcoholic beverage license and state approved site plan identifying the extension of this permit to the sidewalk where the café seating will operate as required by this Code.

(e) *Fees.* Fees may be required as adopted by resolution of the city council.

(f) *Standards and criteria.*

- (1) Sidewalk cafés shall be located in such a manner that a minimum width of four feet is maintained at all times as an unobstructed pedestrian path.
- (2) Sidewalk cafés are restricted to the usable sidewalk area and adjacent outdoor seating area of the licensed establishment to which the permit is issued or within the usable sidewalk area of the building where the validly licensed restaurant is located.
- (3) All tables, chairs, umbrellas, heaters, signs or other personal or business property will not be permitted within four feet of a pedestrian crosswalk or handicap corner curb cut.
- (4) The sidewalk café demonstrates that the café's seating will not obstruct vehicle passengers from exiting their cars with the placement of their curbside tables.
- ~~(5) All furniture shall be stored inside the establishment whenever the business is closed.~~
- (5) Private trash containers are required for each café permit. The containers shall be kept clean, orderly and placed in safe locations to help prevent capsizing of the containers.
- (6) The containers shall be monitored and emptied on a consistent basis to prevent any trash and debris overflows. The containers shall not be used for disposing of table waste generated by the restaurant and /or sidewalk café customers.
- (7) Any trash surrounding a sidewalk café permit will be the responsibility of the owner and/or business occupant to pick up and collect in a timely manner. The city will not be responsible for trash collection relating to the sidewalk café permit.

(g) *Special restrictions.*

- (1) Sidewalk cafés shall be required to keep the sidewalk and close proximity free of trash and debris as a result of the sidewalk café.
- (2) Sidewalk café operations may be required to cease immediately at the sole discretion of the city.
- (3) Sidewalk Café permits are valid for one year. Applicants may reapply provided there are no outstanding code enforcement violations relating to the Sidewalk Café permit.
- (4) The sidewalk café permit is a license to temporarily use the city's sidewalks within the city's rights-of-way. It is not intended and shall not be constructed as an interest in the real property.
- (5) For the purpose of public safety, at any time after obtaining a sidewalk café permit, the permittee may be limited to use of non-breakable beverage containers after the police department receives complaints or there are observations for the need to amend the sidewalk café permit to impose the non-breakable beverage provision.
- (6) The permit covers the public sidewalk and right-of-way adjacent to the establishment. Tables and chairs on private property will be governed by other applicable regulations. No additional outdoor seating authorized pursuant to this Code shall be used for calculating seating requirements pertaining to applications for or issuance of an alcoholic beverage license for any establishment; nor shall the outdoor seating be used as the basis



CITY OF CLERMONT
ORDINANCE NO. 2023-020

for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law. However, additional outdoor seating authorized pursuant to this Code shall be included in determining required plumbing or accessibility fixtures or other fire and building code requirements.

- (7) Approval of a sidewalk café permit shall be conditioned upon obtaining the necessary state alcoholic beverage license and meeting all state alcoholic beverage requirements. The approved site plan by the state for the state alcoholic beverage license to allow service outside of the establishment must conform to the proposed site plan for the café seating and must be submitted with the application for a sidewalk café permit. All tables and chairs must not exceed the boundaries of the state alcoholic beverage plan and the sidewalk café plan.

(h) *Alcohol service.*

- (1) Sidewalks cafés are hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided by this Code.

(i) *Liability and indemnification.*

- (1) Prior to the issuance of a permit, the applicant shall furnish a signed statement indemnifying the city, its officers and employees for any damages to property or injury to persons which may be occasioned by any activity carried under the terms of the permit.
- (2) A permittee shall pay, and by its acceptance of a permit specifically agrees to pay, any and all damages or penalties which the city may be legally required to pay as a result of the permittee's operation or maintenance of a sidewalk café under this part, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the city.
- (3) A permittee shall also pay all expenses incurred by the city in defending itself with regard to any and all damages and penalties mentioned in subsection (1) above. These expenses shall include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the city.
- (4) The permittee shall maintain, throughout the term of the permit, liability insurance insuring the city and the permittee with regard to all damages mentioned in subsection (1) above caused by the grantee or its agents, in the minimum amounts of:
- a. Workers' and unemployment compensation insurance as provided by the laws of this state.
 - b. Two hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$1,000,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
 - c. The insurance policies obtained by a permittee in compliance with this section shall be issued by a company or companies acceptable to the city and a current certificate or certificates of insurance, along with written evidence of payment of all required



CITY OF CLERMONT
ORDINANCE NO. 2023-020

premiums, shall be filed and maintained with the city during the term of the permit. The policies shall name the city as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the city at least 30 days in advance of the effective date thereof.

d. An applicant for a permit shall be required to submit evidence of liability insurance.

(j) *Revocation or suspension; emergencies.*

(1) The approval of a sidewalk cafe permit is conditional at all times. A sidewalk café permit may be revoked or suspended if it is found that:

- a. Any necessary business or health permit has been suspended, revoked or canceled.
- b. The permittee does not have insurance which is correct and effective in the minimum amounts described in this section.
- c. The permittee exceeds the approved number of seats by placing additional tables, chairs, et cetera, in or beyond the approved area.
- d. The permittee has failed to correct violations of this Code or conditions of this permit within 24 hours of receipt of the director's notice of such violations delivered in writing to the permittee.

(2) If the permittee fails to remove any tables, chairs and other objects related to sidewalk café within 48 hours of receipt of the chief of police or designee final notice of revocation or suspension, the chief of police or designee shall have the right to remove such objects.

(3) If a permittee is found in violation of the codes and given a written citation on three occasions in a single year as identified as the beginning date of the permit issuance, the sidewalk café permit shall be suspended for a period of time or revoked as determined by the chief of police or designee, effective immediately upon receipt of a third violation. In addition if the chief of police or designee believes that a permittee has engaged or is engaged in conduct warranting the suspension or revocation of the permit, the chief of police or designee shall serve the permittee by certified mail or hand delivery at his business address as disclosed in the application for the permit or at the permitted premises, a written administrative complaint which affords reasonable notice of facts or conduct which warrant the intended action. The permittee shall be given adequate opportunity to request an administrative hearing before the code enforcement board unless the chief of police or designee finds that an emergency condition exists involving serious danger to public health, safety or welfare, in which case advance notice and hearing shall not be required. In the case of an emergency suspension or revocation, the permittee shall immediately be advised of the chief of police or designee's action and afforded a prompt post-suspension or revocation hearing in accordance with the procedures set forth in this Code. Appeals of applications or café seating plans rejected by the city may be heard by the planning and zoning commission for either upholding the decision of the chief of police, further revising and approving the plan or approving the submitted plan.



CITY OF CLERMONT
ORDINANCE NO. 2023-020

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 8th day of August 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. 2023-020

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members

FROM:

DATE: July 11, 2023

SUBJECT: Ordinance No. 2023-20 – Business Impact Estimate

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance No. 2023-20 is proposed to be adopted by the City on August 8, 2023, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2023-20

The proposed ordinance amends Section 125.526 “Sidewalk cafes” of the Land Development Code to provide as follows:

- Deletes the requirement that all furniture be stored within the permitted establishment;
- Requires the permit holder/operator to provide and maintain trash receptacles/containers;
- Requires the permit holder/operator to monitor and timely empty the receptacles/containers to prevent overflow;
- Requires the permit holder/operator to pick-up and collect any trash on a timely basis; and
- Provides that the sidewalk café permits shall be valid for one year and requires reapplication annually.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

A direct cost to businesses is the cost of the receptacle/container required. The proposed ordinance does not specify the type, number or size of the receptacle/container and therefore, each permit holder/operator can choose whatever is necessary based on their permitted operation. As a result, although the cost is minimal, it could vary depending on the business’ need. The monitoring and collection requirements should be able to be completed by existing staff so there will be minimal, if any, increased direct staff costs.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

The cost for the receptacle/container. See above.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code, therefore there are no additional regulatory costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

The proposed ordinance is expected to impact less than ten (10) businesses.

4. Any additional information the board determines may be useful.

The ordinance is primarily intended to require timely collection of trash generated by sidewalk cafes.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	06/28/2023
Order Number:	8998508
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	07/17/2023 - 07/24/2023	Govt Public Notices
LEE dailycommercial.com	2	07/17/2023 - 07/24/2023	Govt Public Notices

Total Order Confirmation	\$153.08
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Ad Preview

LEGAL NOTICE

On Tuesday, August 1, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance to amend the land development codes. The final enactment of the ordinance will be heard by City Council on Tuesday, August 8, 2023 at 6:30 P.M.

ORDINANCE NO. 2023-020

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉS, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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

8998508 July 17, 24, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Variance Request 458 Carroll St.		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
The property owner is requesting a variance to allow for a 3-foot side yard setback reduction for the construction of a bathroom addition and remodel to the existing single family residence. The subject property is located at 458 Carroll Street and the property zoning is R-2 - Medium Density Residential. The Land Development Code, Section 125-195, requires a 7.5 foot side yard setback for this zoning category. The requested 3-foot encroachment onto the existing 7.6 foot side yard setback will provide a 4.6-foot side yard setback for the parcel. The single family home was constructed in 1958 with one full bathroom plus another half bath and the owner would like to remodel the home and construct two full bathrooms for convenience and enjoyment of the residence. The owner indicates the improvements to the existing restroom configuration will allow for 2 full bathrooms that will provide more suitable senior living accommodations. The existing restroom is hard to facilitate and very inconvenient for the family, and most new residential homes constructed provide the minimum of two full restroom facilities. The applicant has provided several letters of no objects from the adjacent neighbors. The proposed remodel and addition will not exceed the maximum Impervious Surface Ratio lot requirements. The applicant will be required to comply with all land development regulations and building codes. STAFFRECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all of the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the review criteria and findings for granting a variance. Therefore, staff recommends denial of the variance request to the code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria	New 86-174 Review Criteria.pdf	
2. Survey	Survey.pdf	
3. Existing plans	Existing plans.pdf	
4. Proposed plans	Proposed plans.pdf	
5. Summary	Summary.pdf	
6. Feasibility Study	Feasibility Study.pdf	
7. Letters from neighbors	Letters from neighbors.pdf	
8. Application	Application.pdf	
9. Legal ad	Legal ad.pdf	

458 Carroll Street - Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: Granting of the variance will not cause or interfere with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city.

Staff comments: The variance request to allow for a 2.5 foot side yard encroachment into the required 7.5 side yard setback could be considered as intrusive to the adjacent property owners.

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: Variance will allow reasonable use of the property and will not be out of character with other properties in the area.

Staff comments: The variance request is not out of character with other properties in the R-2 Medium Density Residential zoning district.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: No change to basic zoned use as a single family home. Benefits include increased value, maintenance of traditional nature of neighborhood, increased value (taxes).

Staff comments: The requested variance to the land development code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: Clermont rejuvenation and gentrification.

Staff comments: The requested variance is not in conflict with the Comprehensive Plan goals, objectives and policies for single family residential.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response:

Staff comments: *The requested 3-foot variance is the minimum allowed for reasonable use of the land. The existing home was constructed in 1958 and only provides one restroom facility for the home, the requested variance to the code will allow reasonable use of the existing structure.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application cannot meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

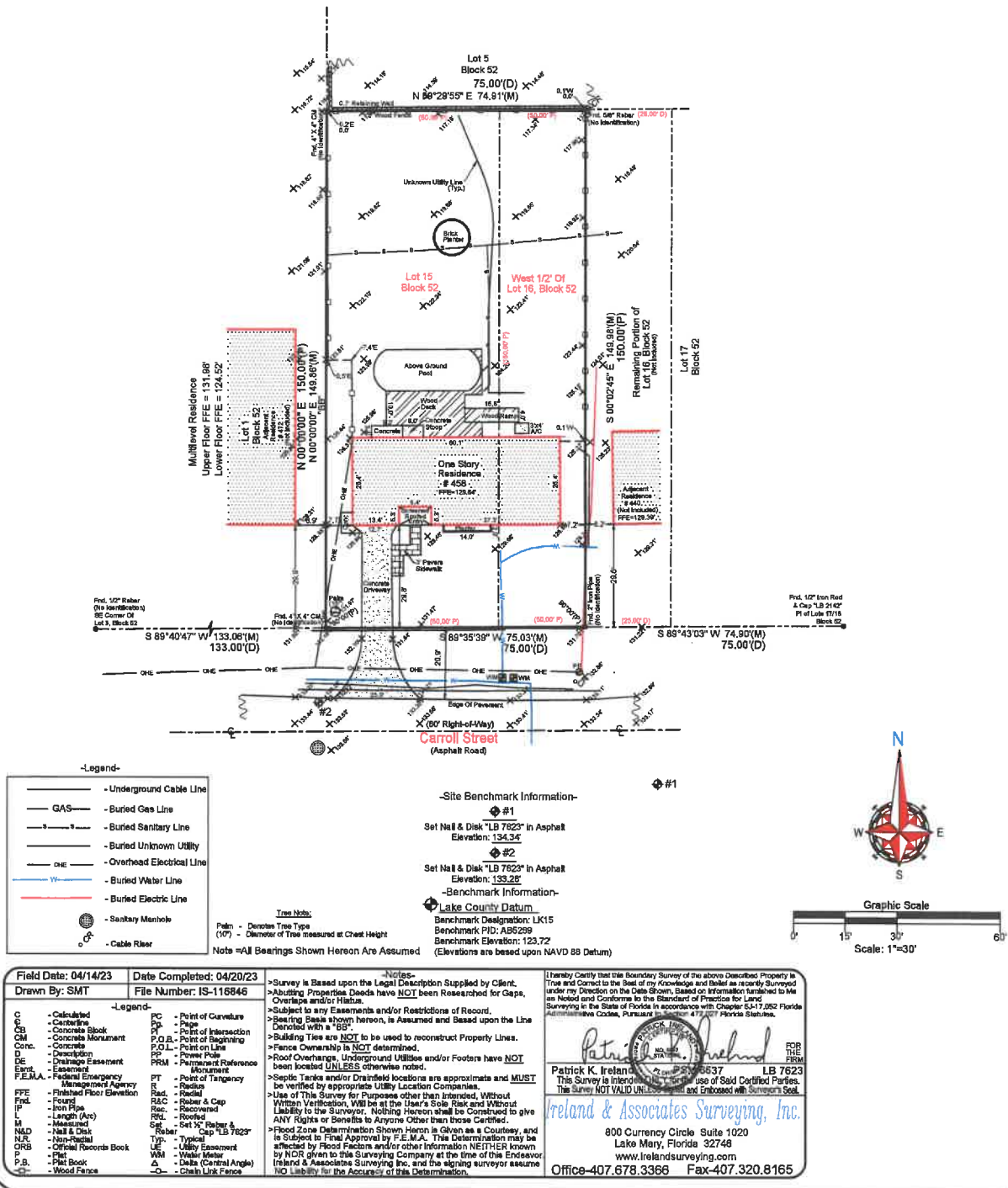
Boundary Survey**Legal Description:**

LOT 15 AND THE WEST 1/2 OF LOT 16, BLOCK 52, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Flood Zone:

X 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 CITY OF CLERMONT, COMMUNITY NUMBER 120133, DATED 12-18-2012.

CERTIFIED TO:
LAMAR DESIGN.





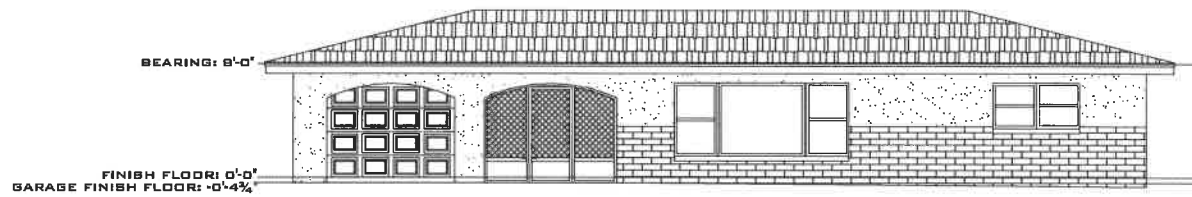
DANOFF
RESIDENCE
458 CARROLL STREET
CLERMONT, FL. 34711

EXISTING
FLOOR PLAN

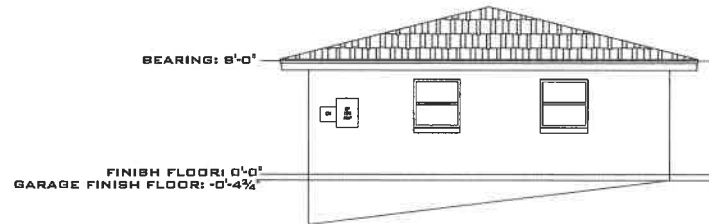
DRAWN	SD
DATE	28 MAR 2023
CHKD	RL
SHEET SCALE	
1/2"=1'-0"	
PROJECT NO.	
SHEET NO.	

A1

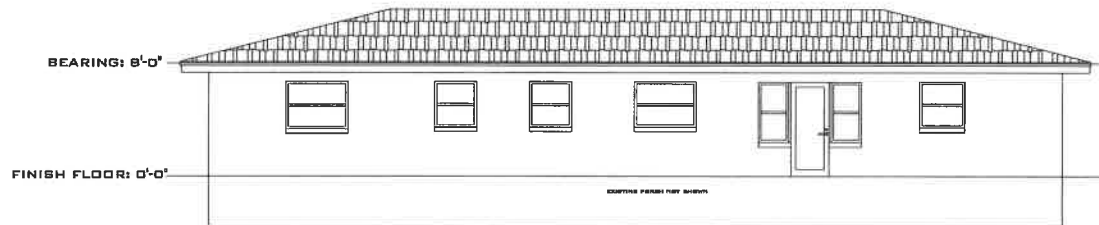
Page 17 of 25



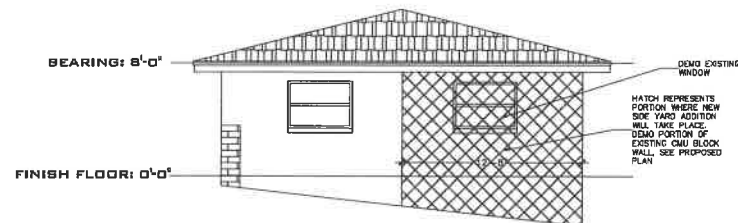
EXISTING SOUTH (FRONT) ELEVATION



EXISTING WEST (LEFT SIDE) ELEVATION



EXISTING NORTH (REAR) ELEVATION



EXISTING EAST (RIGHT SIDE) ELEVATION

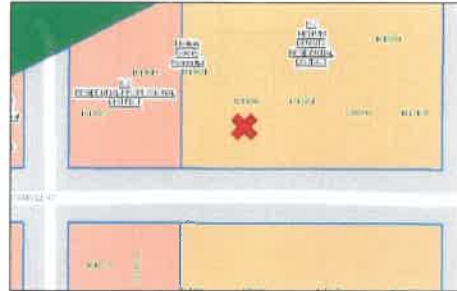
ISSUED FOR	
DATE	
LAMAR DESIGN Thomas B. Lamar II, M.Arch. 1370 Glen Street Winter Park, FL 32788 407-925-1382	
DANOFF RESIDENCE 458 CARROLL STREET CLERMONT, FL 34711	
EXISTING ELEVATIONS	
DRAWN	SD
DATE	28 MAR 2023
CHECKED	TL
SHEET SCALE	
1/4" = 1'-0"	
PROJECT NO.	
SHEET NO.	
A2	

VARIANCE SET FOR THE DANOFF RESIDENCE

458 CARROLL STREET, CLERMONT, FL 34711
ZONING: R-2

INDEX OF DRAWINGS

CS	COVER SHEET
SP	PROPOSED SITE PLAN
A1	EXISTING FLOOR PLAN
A2	EXISTING ELEVATIONS
A3	PROPOSED FLOOR PLAN
A4	PROPOSED ELEVATIONS
A5	EXISTING AND PROPOSED ROOF PLANS



VICINITY MAP SCALE: N.T.S.

PARCEL ID#
24-22-25-0100-032-01500

LEGAL DESCRIPTION
LOT 15 AND THE WEST 1/2 OF LOT 16, BLOCK 32, THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

MUNICIPALITY
CITY OF CLERMONT

GENERAL NOTES:

1. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND START OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGNER AND ENGINEER OF ANY DISCREPANCY BETWEEN THE EXISTING CONDITIONS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND THE CONDITIONS DETERMINED IN THE FIELD. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING BOUNDARY DRAINAGE CONDITIONS.

2. DESIGN CRITERIA:
-2020 FLORIDA BUILDING CODE RESIDENTIAL, 7TH ED.
-ROOF DEAD LOAD (GRAVITY LOADING) = 20 PSF
-ROOF DEAD LOAD (FOR NET UPLIFT) = 15 PSF
-ROOF LIVE LOAD = 20 PSF
-SECOND FLOOR LIVE LOAD = 40 PSF
-SECOND FLOOR DEAD LOAD = 15 PSF

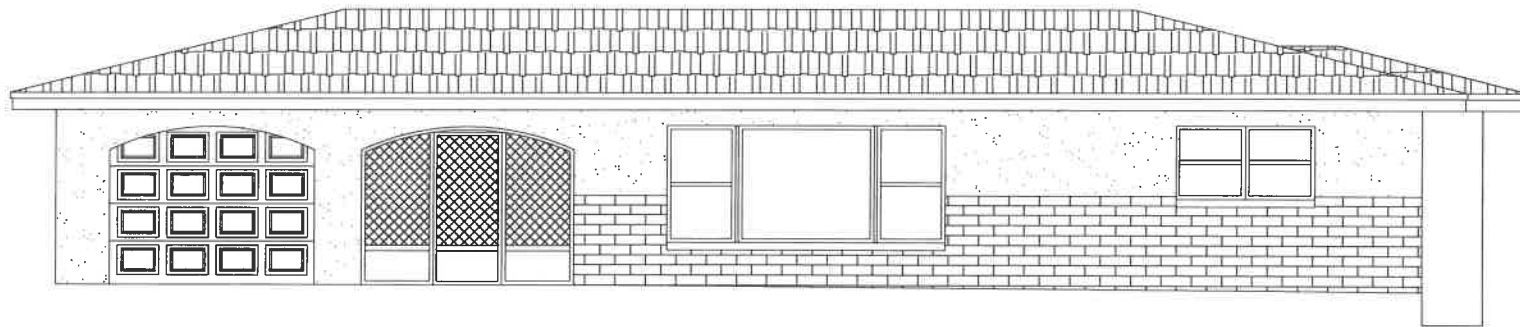
THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE - RESIDENTIAL, 7TH EDITION
THE FOLLOWING WIND LOAD REQUIREMENTS, IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE - RESIDENTIAL, CHAPTER 3, SECTION 301 AND ASCE 7-16, WERE EMPLOYED IN THE DESIGN OF THE STRUCTURE.

-CLIMATE DESIGN WIND SPEED (V-30): 138 MPH
-1 SECOND GUST WIND SPEED (V-30): 108 MPH
-WIND CATEGORY: II
-WIND EXPOSURE: II
-APPLICABLE INTERNAL PRESSURE COEFFICIENT +/- 0.18
-DESIGN WIND PRESSURE FOR EXTERIOR COMPONENTS AND CLADDING:
-ROOF TO BE DETERMINED BY TRUSS MANUFACTURER
-WALLS: +25.7/-24.2 PSF (ZONE 3, 105')
-FLASHING REQUIREMENTS: MIN. 26 GAUGE GALVANIZED FLASHING

PLUMBING / DRAINAGE / ELECTRICAL

1. ALL WORK SHALL BE PER PER 2020 FLORIDA BUILDING CODE, 7TH ED.
MIN. REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO MEET CODE REQUIREMENTS.
2. ALL ELECTRICAL WORK SHALL BE PER PER NATIONAL ELECTRICAL CODE 2017 (NFPA70)

FRONT ELEVATION



ISSUED FOR
DATE

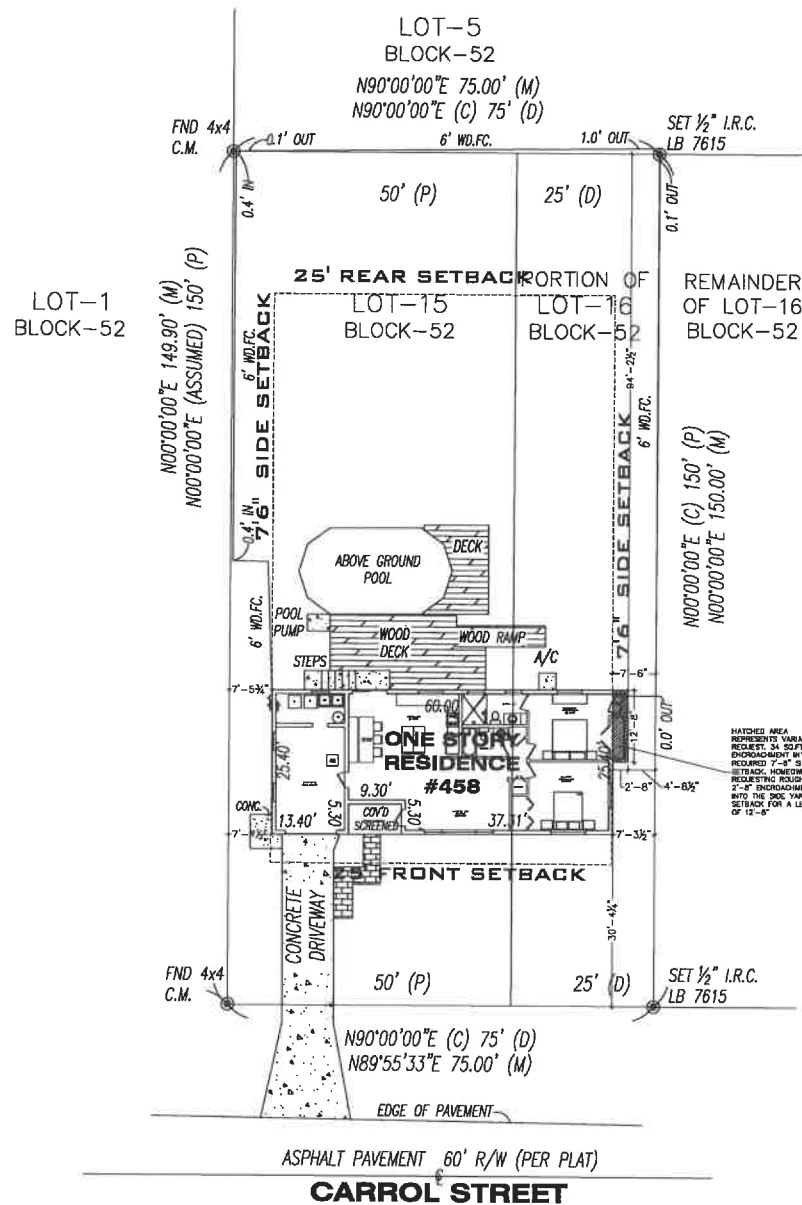
LAMAR
DESIGN
THOMAS B. LAMAR II, M.Arch.
1370 Gann Street
Winter Park, FL 32789
407-945-1525

DANOFF
RESIDENCE
458 CARROLL STREET
CLERMONT, FL 34711

COVER SHEET

DRAWN: SB
DATE: 28 MAR 2023
CHECK: TL
SHEET SCALE:
1/4"=1'-0"
PROJECT NO.
SHEET NO.

CS

CITY OF CLERMONT ZONING
REQUIREMENTS

LOT CONDITIONS

ZONED AS: R-2

LOT AREA (PER CAD SURVEY) = 11,250 SQ. FT.

SETBACK REQUIREMENTS:

MAIN RESIDENCE SETBACKS

- MINIMUM FRONT SETBACK: 25'-0"
- MINIMUM SIDE SETBACK: 7'-6"
- MINIMUM REAR SETBACK: 25'-0"

POOL SETBACKS

- MINIMUM SIDE SETBACK: 7'-6"
- MINIMUM REAR SETBACK: 7'-6"

VARIANCE REQUEST

- A SIDE SETBACK VARIANCE OF 4'-8½" INSTEAD OF THE REQUIRED 7'-6" SIDE SETBACK

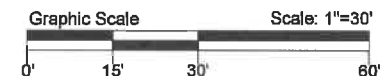
IMPERVIOUS SURFACE RATIO (ISR) REQUIREMENTS

- 55% WITH THE PRINCIPAL BUILDING
- DRIVEWAYS AND WALKWAYS LIMITED TO 45%
- 55% OF 11,250 SQ. FT. = 6,187 SQ. FT.
- 45% OF 11,250 SQ. FT. = 5,062 SQ. FT.

ISR CALCULATION BREAKDOWN

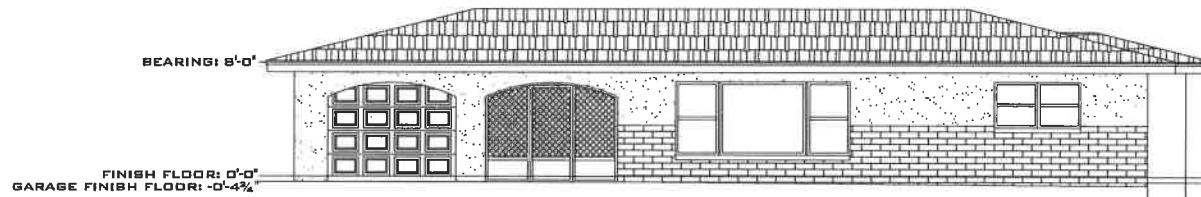
- EXISTING MAIN RESIDENCE = 1,526 SQ. FT.
- EXISTING DRIVEWAY, WALKWAY, AND OTHER
- MISC. CONCRETE = 374 SQ. FT.
- EXISTING DECK AND ABOVE GROUND POOL = 910 SQ.FT.
- TOTAL EXISTING ISR = 2,810 SQ. FT.
- PROPOSED ADDITIONAL ISR FOR NEW ADDITION= 34 SQ. FT.
- NEW PROPOSED TOTAL ISR FOR LOT = 2,844 SQ. FT.

PROPOSED SITE PLAN

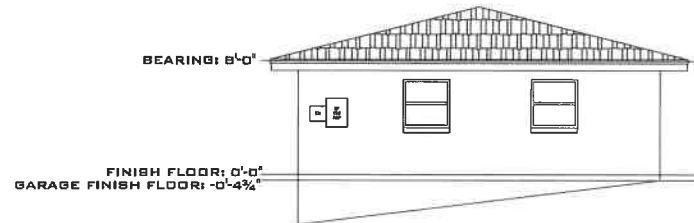




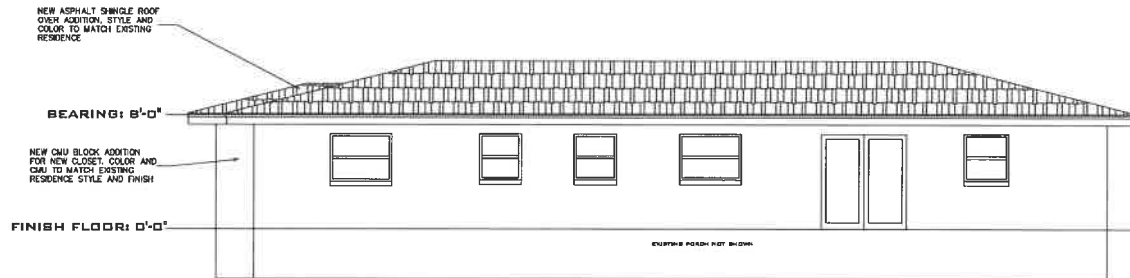
DRAWN 30 DATE 25 MAR 2023 CHECK T SHEET SCALE 1/2" = 1'-0" PROJECT NO. SHEET NO.	PROPOSED FLOOR PLAN	DANOFF RESIDENCE 458 CARROLL STREET CLERMONT, FL. 34711	 LAMAR DESIGN Thomas J. Lamar II, M.Arch. 3700 W. Highway 90 Winter Park, FL 32789 407-644-5822	DATE	ISSUED FOR



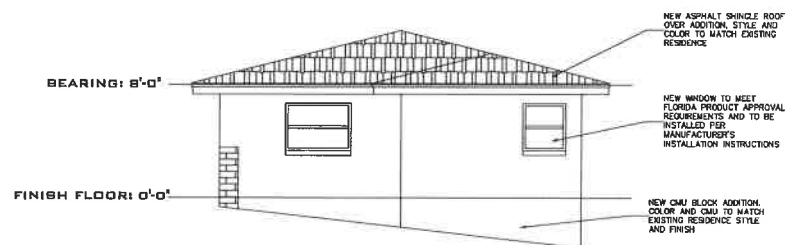
PROPOSED SOUTH (FRONT) ELEVATION



PROPOSED WEST (LEFT SIDE) ELEVATION

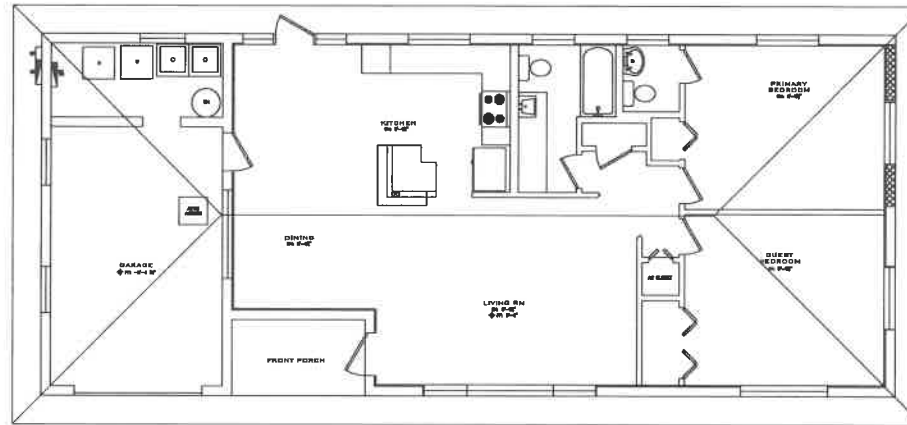


PROPOSED NORTH (REAR) ELEVATION

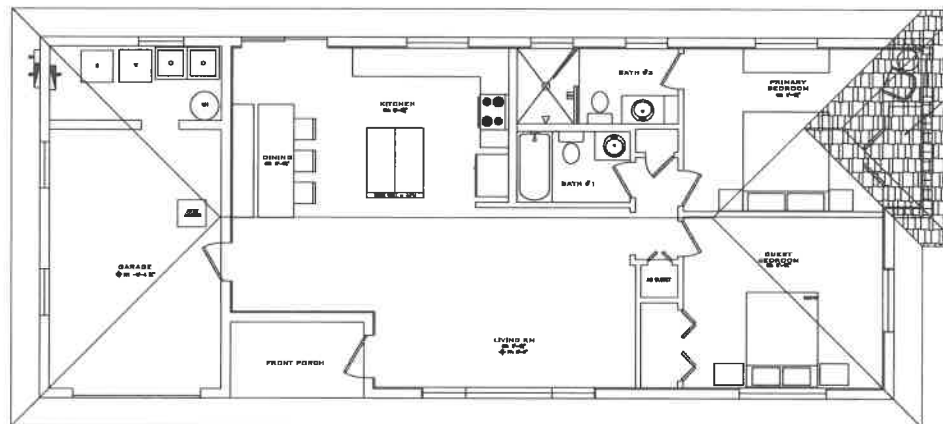


PROPOSED EAST (RIGHT SIDE) ELEVATION

ISSUED FOR	
DATE	
LAMAR DESIGN Theresa B. Lamar, LLC, Architect 1370 Gena Street Winter Park, FL 32789 407-844-1382	
DANOFF RESIDENCE 458 CARROLL STREET CLERMONT, FL 34711	
PROPOSED ELEVATIONS	
DRAWN	SD
DATE	28 MAR 2023
CHECK	SD
SHEET SCALE	
1/4"=1'-0"	
PROJECT NO.	
SHEET NO.	
A4	



EXISTING ROOF PLAN



PROPOSED ROOF PLAN

ISSUED FOR	
DATE	
LAMAR DESIGN	
Thomas B. Lamar, B.S., AIA 1370 Gens Street Winter Park, FL 32789 407-645-1382	
DANOFF RESIDENCE	
458 CARROLL STREET	
CLERMONT, FL 34711	
EXISTING AND PROPOSED ROOF PLANS	
DRAWN BY	BD
CHECKED BY	BD
DATE 20 MAR 2023	
SHEET SCALE	
1/4" = 1'-0"	
PROJECT NO.	
SHEET NO.	
A5	

458 Carroll Street Variance Application Set

Executive Summary

We are requesting a zoning variance for a 2' 8" incursion into the side yard setback (7' 6") for a length of 12' 8".

The purpose of this is to enable us to reconfigure the 1.5 bathrooms of this 1964 structure into two full bathrooms, which will be accessible for senior living, mobility limited individuals. The intent is to allow the owners to "age-in-place" in this home.

The side-yard setback incursion will be used to replace the closet that will be lost during the renovation.

The reason for the construction is to enable the interior to be remodeled to upgrade the existing 1.5 bath configuration to 2 full, senior-living suitable, baths at a cost that is not financially prohibitive (as other considered approaches are, requiring relocation of both HVAC and sewer and extensive roof modification). The current 1.5 bathrooms are substandard; the main bedroom only has a 15 sq ft half bath; the guest bathroom has a long narrow entry way which makes access difficult. Both have significant age-of-facility related plumbing issues that need to be addressed. Rather than updating non-optimal, marginally accessible bathrooms, and after long and careful deliberation about alternatives, the owners identified as the sole alternative, this proposal which only minimally impacts the structure but significantly improves functionality.

The adjoining neighbor is supportive of this project (letter attached). The neighbor's garage is adjacent to the proposed variance location. The proposed project will not interfere with the neighbors' reasonable enjoyment of their property or negatively impact the standard of living.

This project will allow reasonable use of the property and is not out of character with other properties in the area.

A feasibility study has been done by Lamar Design (attached) which confirms that there are no other code or easement restrictions.

We propose that this variance is supported by the Clermont Comprehensive Plan (III, Goal 2, Objective 2.1) that seeks to extend the useful life of existing housing stock. This will be accomplished because the upgrade to 2 full baths is consistent with bringing the property up to current market standards for 2-bedroom homes, preserving and enhancing its desirability.

Specific Responses

How does the code create a hardship?

*Sec. 86-174. A variance may be granted from the land development regulations if the board concludes that literal enforcement of the provisions of the land development regulations would result in either **practical difficulty** (for setback and parking provisions) or unnecessary hardships (for all other land development regulations) for the property at issue.*

The hardship (in this case a **practical difficulty**) is that to achieve the remodeling of the property to be a full 2-bathroom residence (the market expectation documented below for 2-bedroom homes) would be financially prohibitive for other approaches, requiring much greater exterior changes.

458 Carroll Street Variance Application Set

Sec. 86-174 (1). - Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

This variance will result in an increase in property value and tax base without impacting the use of the neighboring property. The owner of the neighboring property supports this project (see attached letter). Other adjoining neighbors are also supportive (see attached letters).

There is no impact of lines of sight for neighboring properties.

Sec. 86-174 (2). - The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category.

Data extracted from Zillow on May 6, 2023 seems to clearly indicate that the real-estate market expects a two-bedroom house to have 2 full baths. According to data from Zillow, more than 95% of homes for sale or sold in Clermont have 2 or more full bathrooms.

There are currently 66 houses for sale and pending sale in Clermont for \$300K or less:

- 3 bath – 5 (8%)
- 2.5 bath – 0
- 2 bath – 59 (89%)
- 1.5 bath – 0
- 1 bath – 1 (2%)

There are 772 houses recently sold for \$300K or less:

- 3 bath – 39 (5%)
- 2.5 bath – 4 (<1%)
- 2 bath – 675 (87%)
- 1.5 bath – 0
- 1 bath – 52 (7%)
- ½ bath – 1
- 0 bath – 1

Sec. 86-174 (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

- Supports the City of Clermont Comprehensive Plan
- Upgrades the property to standards consistent with current market expectations.
- Adds to the desirability of the neighborhood.

458 Carroll Street Variance Application Set

Sec. 86-174 (4) The granting of the variance is consistent with the city's comprehensive plan

City of Clermont ADOPTED COMPREHENSIVE PLAN Chapter III - as Amended February 28, 2023

*Goal 2: **Encourage the preservation** of decent, safe and sanitary housing for the present and future residents of the City of Clermont.*

*Objective 2.1: Housing Stock and Neighborhoods. **The useful life of the existing housing stock shall be conserved** through effective implementation of regulatory action programs directed toward preserving neighborhood quality, including preservation of natural resources, maintenance of community facilities and code enforcement activities.*

We believe that housing that does not meet market expectation will slowly deteriorate and ultimately become a blight. This project enables renovation to market expectations with minimal site impact. As a result it contributes to the improvement and long-term neighborhood quality improvement while retaining the traditional character of the neighborhood.

Sec. 86-174 (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

This is a very minimal variance request, comprising merely 35 sq feet of total area and a penetration of the 7' 6" setback by 2' 8" over a 12' 8" length at the rear of the structure.

The benefits of granting the variance include:

- Upgrade of the residence to the current standard for 2 bedroom homes
- Preservation of the desirability of current housing stock which supports the Clermont Comprehensive Plan
- Creation of one unit of affordable, senior-compatible, housing
- Preservation of the neighborhood character.

458 Carroll Street Variance Application Set



FEASIBILITY STUDY: DANOFF RESIDENCE

CLIENT SUGGESTED PROJECT SCOPE

This project shall consist of two phases of design: the first phase of design is to include the renovation of the existing kitchen and two existing bathrooms; the second phase of design shall consist of extending the existing driveway and garage toward the rear of the lot, replacing/renovating the laundry room, rear deck, screened patio, and (replace existing) the above ground pool (with an in-ground pool).

SITE RESEARCH

PROPERTY ADDRESS:

458 Carroll Street
Clermont FL 34711

PARCEL ID:

24-22-25-0100-052-01500

MUNICIPALITY:

City of Clermont

ZONING:

R-2

LAND:

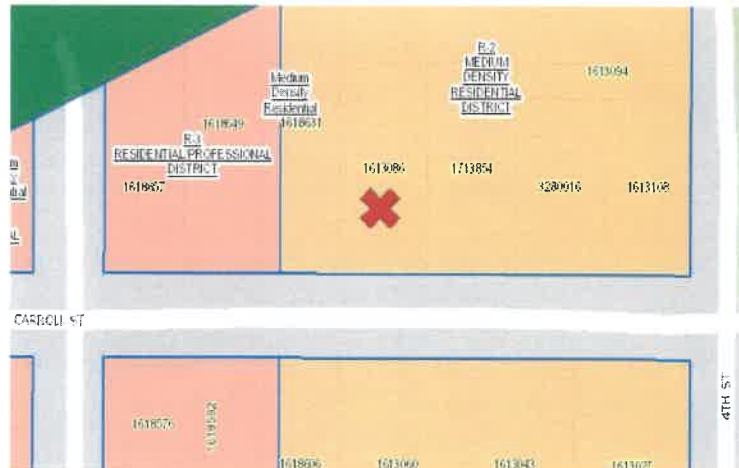
Mean Lot Width: 75'

Mean Lot Depth: 150'

Build Date: 1958

Land Area (Per CAD Survey provided by Lebron Group) : 11,250 Sq. Ft.

VICINITY MAP



LOT CONFORMITY:

Conforming lot requirements for R-2:

- Minimum lot area: No less than 7,500 square feet
- Minimum living area: 1,000 square feet, exclusive of garages, carports and screened areas. (1,125 Sq. Ft. Per Lake County Property Appraiser)
- Minimum width: Shall be 75 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway.

Conforming Lot: YES

458 Carroll Street Variance Application Set

PLANNING AND ZONING REQUIREMENTS FOR **CITY OF CLERMONT: R-2**

PRINCIPAL STRUCTURE SETBACKS:

Front Setback: 25'

Side Setback: 7'6"

Rear Setback: 25'

PRINCIPAL BUILDING HEIGHT:

Max Building Height: 35'

POOL SETBACKS:

Side Setback: 7'6"

Rear Setback: 7'6"

IMPERVIOUS SURFACE RATIO (ISR):

55%, with the principal building, driveway and walkways limited to 45%

- 55% of 11,250 = 6,187 Sq. Ft. Allowed
- 45% of 11,250 = 5,062 Sq. Ft. Allowed

Total existing ISR (Per Survey) - 2,810 Sq. Ft.

Remaining allowed ISR for future improvements - 3,377 Sq. Ft.

Notes For ISR: Pool and deck WILL count towards ISR

458 Carroll Street Variance Application Set

May 8, 2023

City of Clermont
Development Services Department
685 W. Montrose Street
PO Box 120219
Clermont, FL 34712-0219

Re: Variance application 458 Carroll Street

Dear Sir:

We are next-door neighbors of Sandra Danoff and John Godfrey, who reside at 458 Carroll Street in Clermont. Sandra and John have shared their plans to remodel their home with us. We are aware of their variance request, which is an addition that will encroach 2'-8" into the side yard setback for 12'-8" feet in length, resulting in only about 34 square feet of encroachment into the required side setback.

We are aware that Sandra and John are specifically asking for the following from the City: A side setback variance of 4'-8 ½" for a distance of 12'-8" instead of the required 7'-6" side setback

The purpose of this variance is to enable Sandra and John to reconfigure their home to include two full bathrooms. The intent is to allow the owners to "age-in-place." This is an established primarily homeowner-occupied neighborhood. Most of the homes in this area have two bathrooms. This variance will permit renovation consistent with the character of the neighborhood.

It will not impede the neighbors' reasonable enjoyment of their property. The Clermont Comprehensive Plan (III, Goal 2, Objective 2.1) states that the city seeks to extend the useful life of existing housing stock. This variance is consistent with this goal as it will allow the owners to bring the property up to current market standards, preserving and enhancing its desirability.

We support this variance and urge you to grant it.

Sincerely,



Sandra and Sterling (Van) Kilpatrick

472 Carroll Street

Clermont FL 34711

458 Carroll Street Variance Application Set

May 8, 2023

City of Clermont
Development Services Department
685 W. Montrose Street
PO Box 120219
Clermont, FL 34712-0219

Re: Variance application 458 Carroll Street

Dear Sir:

I am a neighbor of Sandra Danoff and John Godfrey, who reside at 458 Carroll Street in Clermont. Sandra and John have shared their plans to remodel their home with me. I am aware of their variance request, which is an addition that will encroach 2'-8" into the side yard setback for 12'-8" feet in length, resulting in only about 34 square feet of encroachment into the required side setback.

The proposed change in the side yard setback is only for 12'-8" and will not be visible from the street. In my opinion, this project will extend the useful life of the house and improve the property and is therefore an improvement to the neighborhood. It will barely be visible from the street and approval of this application will not impede neighbors' enjoyment of their property.

The Clermont Comprehensive Plan (III, Goal 2, Objective 2.1) states that the city seeks to extend the useful life of existing housing stock. This variance is consistent with this goal as it will allow the owners to bring the property up to current market standards, preserving and enhancing its desirability.

I support this variance and urge you to grant it.

Sincerely,



Janet M. St. Hilaire

477 Carroll Street

Clermont FL 34711

May 8, 2023

City of Clermont
Development Services Department
685 W. Montrose Street
PO Box 120219
Clermont, FL 34712-0219

Re: Variance application 458 Carroll Street

Dear Sir:

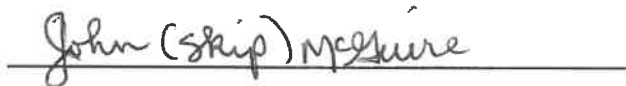
I am an across-the-street neighbor of Sandra Danoff and John Godfrey, who reside at 458 Carroll Street in Clermont. Sandra and John have shared their plans to remodel their home with me. I am aware of their variance request, which is an addition of 2'-7" by 12'-8" feet (34 square feet) on the east side of the house. I understand that this will encroach into the side yard setback.

The proposed change will not be visible from the street. In my opinion, it is the only location where this modification could be made without major structural changes to the house given the topography of the lot, which slopes down-hill behind the house. I believe that this project will extend the useful life of the house and improve the property and is therefore an improvement to the neighborhood. It will not be visible from the street and approval of this application will not impede neighbors' enjoyment of their property.

The Clermont Comprehensive Plan (III, Goal 2, Objective 2.1) states that the city seeks to extend the useful life of existing housing stock. This variance is consistent with this goal as it will allow the owners to bring the property up to current market standards, preserving and enhancing its desirability.

I support this variance and urge you to grant it.

Sincerely,

A handwritten signature in dark ink that reads "John (Skip) McGuire". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

John (Skip) McGuire

463 Carroll Street

Clermont FL 34711

458 Carroll Street Variance Application Set



CITY OF CLERMONT VARIANCE APPLICATION

DATE 15-May2023		FEE: \$300	
Project Name (if applicable) 458 Carroll St.			
Applicant John D. Godfrey and Sandra N. Danoff (H&W)			
Contact Person Ms. Sam Drafke c/o Lamar Design Incorporated			
Address 1370 Gene Street	City Winter Park	State FL	Zip 32789
Telephone 407-645-5262	Fax		
Email sam@lamar-design.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name John D. Godfrey and Sandra N. Danoff (H&W)			
Owner Address 3705 Windy Hill Rd.	City Chapel Hill	State NC	Zip 27514
Telephone 412-759-5145	Email quebec.tango@gmail.com		
PROPERTY INFORMATION			
Address of Subject Property 458 Carroll St.	City Clermont	State FL	Zip 34711
General Location Traditional Clermont, 1 block South of Lake Mineola			
Legal Description & Alternate Key (include copy of survey) See attached deed and survey AltKey: 1613086			
Land Use (City verification required) SINGLE FAMILY			
Zoning (City verification required) R-2 Medium Density Residential			

458 Carroll Street Variance Application Set



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Sec. 122-146 (2): The minimum side yard setback shall be 7.5 feet

What are you proposing to do that would require a variance and why?

This is a request to grant a zoning variance wrt side-yard setback for the purpose adding a 2.7' deep by 12.7' long closet to the existing structure originally built in 1964 (See attached drawing). The variance will be to allow a 2.7' incursion into the side yard setback (7.5') for a length of 12.7'.

The reason for the construction is to enable the interior to be remodeled to upgrade the existing 1.5 bath configuration to 2 full, senior-living suitable, baths at a cost that is not financially prohibitive (as other considered approaches are, requiring relocation of both HVAC and sewer and extensive roof modification).

How does the Code create a hardship?
Please see the attached

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Please see the attached
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
Please see the attached
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
Please see the attached
no change to basic zoned use as single family home. Benefits include increased value, maintenance of traditional nature of neighborhood, increased valuation (taxes).

458 Carroll Street Variance Application Set



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
Please see the attached
Clermont rejuvenation and gentrification.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or
structure or the benefits that would be achieved under the other variance criteria by the granting of
the variance outweigh the benefits under this criteria if the variance was denied.
zillow

John D. Godfrey and Sandra N Danoff (H&W)

Applicant Name (print)

x 
Applicant Name (signature)

John D. Godfrey and Sandra N Danoff (H&W)

Owner Name (print)

x 
Owner Name (signature)

NOTICE

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A
DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE.
APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE
PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

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

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	07/21/2023
Order Number:	9085380
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	44.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	08/01/2023 - 08/01/2023	Govt Public Notices
LEE dailycommercial.com	1	08/01/2023 - 08/01/2023	Govt Public Notices

Order Confirmation Amount	\$79.52
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, August 8, 2023 at 6:30 PM for the following variance: To allow a side yard setback to be less than the required 7.5 foot minimum code requirements for Section 125-195, R-2 Medium Density Residential District, at the following location:

LOCATION:

458 Carroll Street, Clermont FL
(Alternate Key #1613086)

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

Daily Commercial
August 1, 2023 9085380



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 8, 2023		
Agenda Item Name		
Ordinance No. 2023-022 <i>Intro</i> <i>O2B Kids</i>		
Requested Action		
Recommend approval of Ordinance No. 2023-022		
Staff Report		
The agent, Concept Development, Inc. is requesting a voluntary annexation of the subject property which is contiguous to Clermont boundaries. The parcel is approximately 1.82 acres and has frontage on the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The property is currently under site review for development of an 11,060 square foot daycare center located in the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted approval in Lake County and is approximately 309 acres. The applicant is requesting to continue development within the City and according to the approved PUD standards. The site will require City water and sewer services and has an older utility agreement adopted on November 28, 2007, which is currently in place for the entire John's Lake Landing project. The benefit of annexing into the City at this stage of the process will allow for Clermont jurisdiction over permitting and the collection of impact fees that are absent when a property is fully developed in Lake County and then annexed into the City at a later date. Upon annexation, the character of the property will be compatible with the adjacent Clermont properties as set forth in the utility agreement. Staff recommends the introduction of Ordinance 2023-022.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2023-022 - O2B Kids annexation	ORD 2023-022 - O2B Kids annexation.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Survey and Legal Description	Survey and Legal Description.pdf	
4. APPROVED O2B Building Facade Elevations	APPROVED O2B Building Facade Elevations.pdf	
5. Justification for Annexation signed	Justification for Annexation signed.pdf	
6. Petition and Agent Authorization with signatory auth signed	Petition and Agent Authorization with signatory auth signed.pdf	
7. Clermont Annexation Application final	Clermont Annexation Application final.pdf	
8. Legal ad	Legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-022

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A ½ IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID EAST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°0'00" EAST, 151.31 FEET; THENCE

SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21°38'27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53°18'09" WEST, 198.9'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2°32'38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41°12'36" WEST, 19.09') TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84°19'07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82°05'51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34°15'24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72°52'18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.82 ACRES, MORE OR LESS.

LOCATION

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Alternate key #3944667)





CITY OF CLERMONT
ORDINANCE NO. 2023-022

SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

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 a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 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.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-022

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of August, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

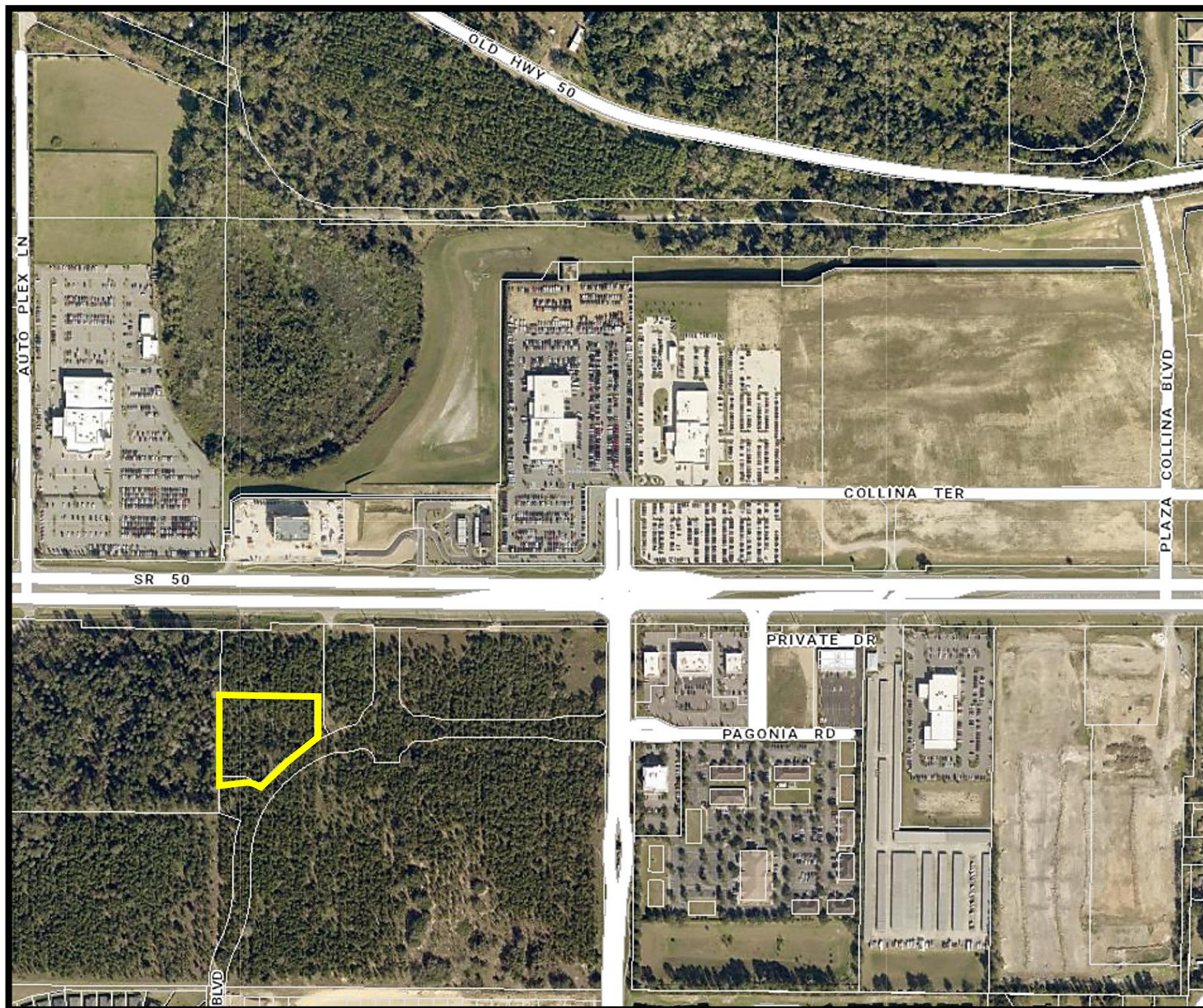
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



MAP OF ALTA/NSPS LAND TITLE SURVEY

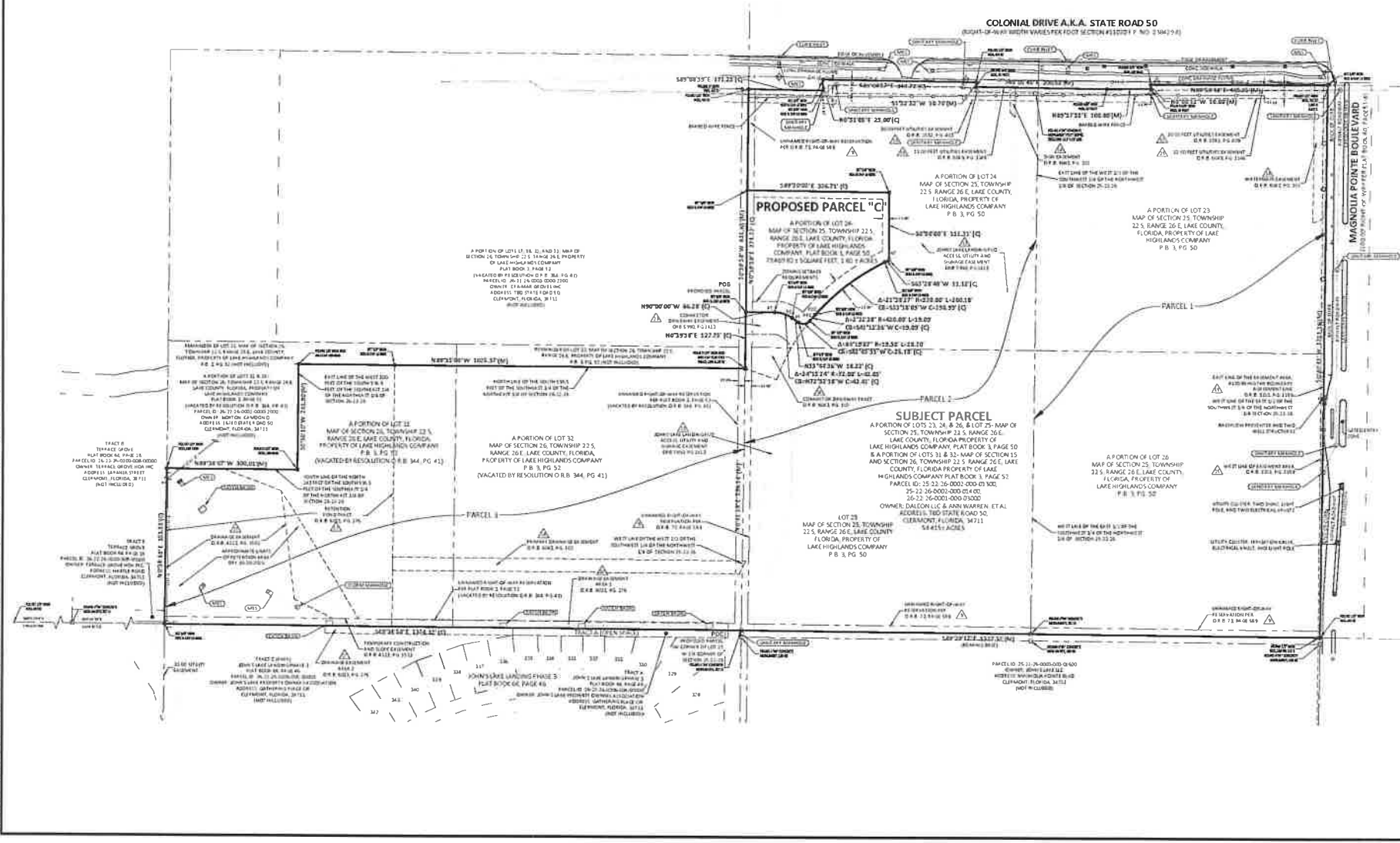
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA
NOT VALID WITHOUT SHEET 1 OF 2



GRAPHIC SCALE
1" = 100'
1" = 100'
1" = 100'



KPMFranklin
1100 N. W. 11th St., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 575-1100
Fax: (954) 575-1101
www.kpmfranklin.com



NO.	DESCRIPTION	ACRES	REMARKS
1	LOT 24	0.10	
2	LOT 25	0.10	
3	LOT 26	0.10	
4	LOT 27	0.10	
5	LOT 28	0.10	
6	LOT 29	0.10	
7	LOT 30	0.10	
8	LOT 31	0.10	
9	LOT 32	0.10	
10	LOT 33	0.10	
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70	LOT 93	0.10	
71	LOT 94	0.10	
72	LOT 95	0.10	
73	LOT 96	0.10	
74	LOT 97	0.10	
75	LOT 98	0.10	
76	LOT 99	0.10	
77	LOT 100	0.10	

MAP OF ALTA/NSPS
LAND TITLE SURVEY
JOHN'S LAKE - OZB
KIDS DAYCARE

CAUTION
IF THIS SCALE BAR DOES
NOT MEASURE 1" IT IS
NOT TO SCALE

DATE: 01/12/2011
BY: [Signature]
CHECKED: [Signature]
SHEET 2 OF 2

PARCEL C – YUGE DEALS, LLLP, a Florida limited liability limited partnership

A portion of a parcel of land situate in Lot 24, Map of Section 25, Township 22 South, Range 26 East, Lake Highlands Company, according to the Plat thereof as recorded in Plat Book 3, Page 50, Public Records of Lake County, Florida, being more particularly described as follows:

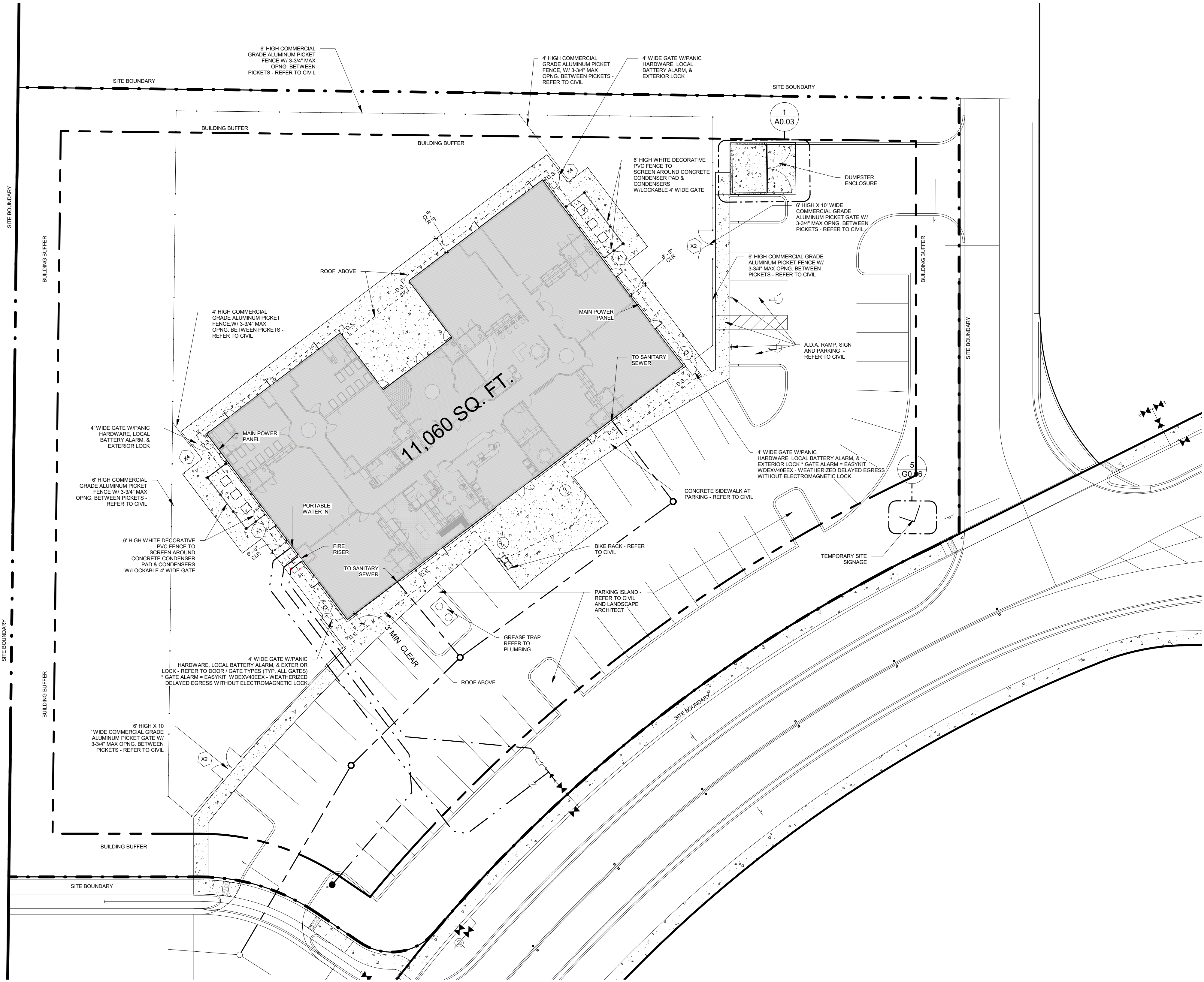
Commence at a 4"x4" concrete monument (no identification) marking the Southwest corner of said Lot 25 also being the West quarter corner of said Section 25; Thence, along the West line of said Section 25, North 0°41'28" East, 596.74 feet, to a ½ iron rod and cap (PLS 1781); Thence, continue along said West Line, North 0°39'58" East, 127.75 feet, to the Point of Beginning; Thence, continue along said East Line, North 0°39'58" East, 274.22 feet; Thence, departing said West line, South 89°20'02" East, 326.71 feet; Thence, South 0°0'00" East, 151.31 feet; Thence South 63°28'48" West, 11.12 feet to a Point of Curvature; Thence, along said curve to the left, concave to the Southeast, having a radius of 530.00 feet, a central angle of 21°38'27" and an arc length of 200.18 feet (Chord: South 53°18'09" West, 198.9'), to a point of compound curvature; Thence, along said compound curve to the left, concave to the Southeast, having a radius of 430.00 feet, a central angle of 2°32'38" and an arc length of 19.09 feet (Chord: South 41°12'36" West, 19.09') to a point of reverse curvature; Thence, along said reverse curve to the right, concave to the North, having a radius of 19.50 feet, a central angle of 84°19'07" and an arc length of 28.70 feet (Chord: South 82°05'51" West, 26.18'), to a Point of Tangency; Thence, North 55°44'36" West, 18.22 feet, to a Point of Curvature; Thence, along said curve to the left, concave to the South, having a radius of 72.00 feet, a central angle of 34°15'24" and an arc length of 43.05 feet (Chord: North 72°52'18" West, 42.41'), to a Point of Tangency; Thence, North 90°00'00" West, 66.28 feet to the Point of Beginning.



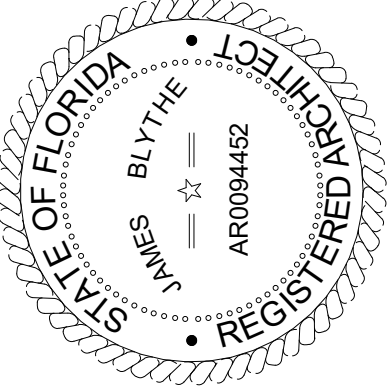
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ARCHITECTURAL SITE PLAN - 11,060 SQ.FT. BUILDING

1" = 20'-0"

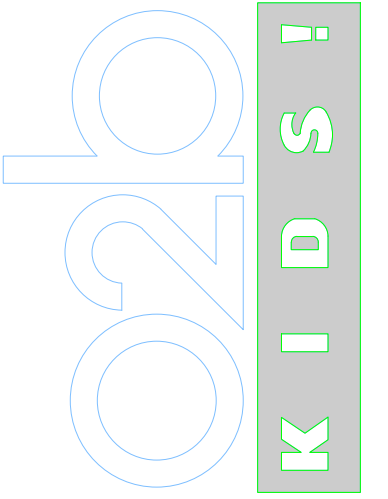


- ARCH SITE PLAN SPECIAL NOTES:**
1. THIS ARCHITECTURAL SITE PLAN IS FOR **REFERENCE ONLY**. REFER TO CIVIL PLANS FOR CONSTRUCTION AND PERMITTING
 2. ARTIFICIAL TURF TO BE INSTALLED BY O2B KIDS/TENANT OVER TO BE DETERMINED AREAS OF THE PLAYGROUND. COORDINATE FINAL GRADE AT ARTIFICIAL TURF AREAS TO BE 5" BELOW TOP OF SIDEWALK.



TO THE BEST OF THE ARCHITECT'S OR THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL REQUIREMENTS AND REGULATIONS. THE ARCHITECT OR ENGINEER DOES NOT WARRANT BUILDING OR CONSTRUCTION METHODS, MATERIALS, OR WORKMANSHIP. THE ARCHITECT OR ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT OR ENGINEER DOES NOT ACCEPT RESPONSIBILITY FOR THE CONSTRUCTION OF THE PROJECT OR THE SAFETY OF THE PROJECT. THE ARCHITECT OR ENGINEER DOES NOT ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE PROJECT OR THE SAFETY OF THE PROJECT. THE ARCHITECT OR ENGINEER DOES NOT ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE PROJECT OR THE SAFETY OF THE PROJECT.

O2B CLERMONT MAGNOLIA POINTE CLERMONT, FL

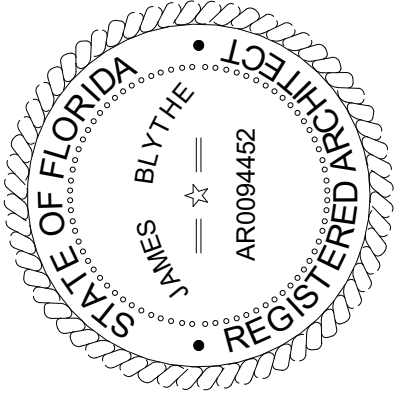


REVISIONS

NO.	DATE	REF.	BY:
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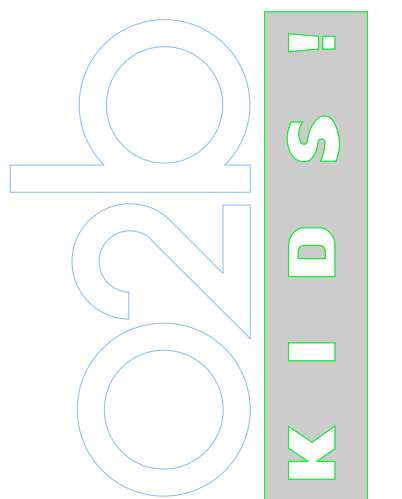
DRAWING STATUS: 100% CONSTRUCTION DOCUMENTS	
ISSUE DATE: 03.10.2023	
DRAWN BY: SGE	CHECKED BY: STB
PROJECT NUMBER: 22034	
DRAWING TITLE: ARCHITECTURE SITE PLAN	

SHEET NO.
A0.02
DATE/TIME STAMP:
4/5/2023 12:30:59 PM



TO THE BEST OF THE ARCHITECT'S OR THE ARCHITECT'S FIRM'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL REQUIREMENTS AND APPLICABLE FIRE SAFETY DETERMINED BY THE LOCAL AUTHORITY IN THE JURISDICTION OF THE SECTION AND CHAPTER 633, F.L. STATUTES.

O2B CLERMONT
MAGNOLIA POINTE
CLERMONT, FL



Approved
Site Review
CLERMONT
07/21/2023 2:32:35

REVISIONS

NO.	DATE	REF.	BY:
-----	------	------	-----

DRAWING STATUS:
100% CONSTRUCTION
DOCUMENTS

ISSUE DATE:
03.10.2023

DRAWN BY:	CHECKED BY:
SGE	STB

PROJECT NUMBER:
22034

DRAWING TITLE:
EXTERIOR RENDERINGS

SHEET NO.

A2.00

DATE/TIME STAMP:
4/5/2023 12:31:11 PM



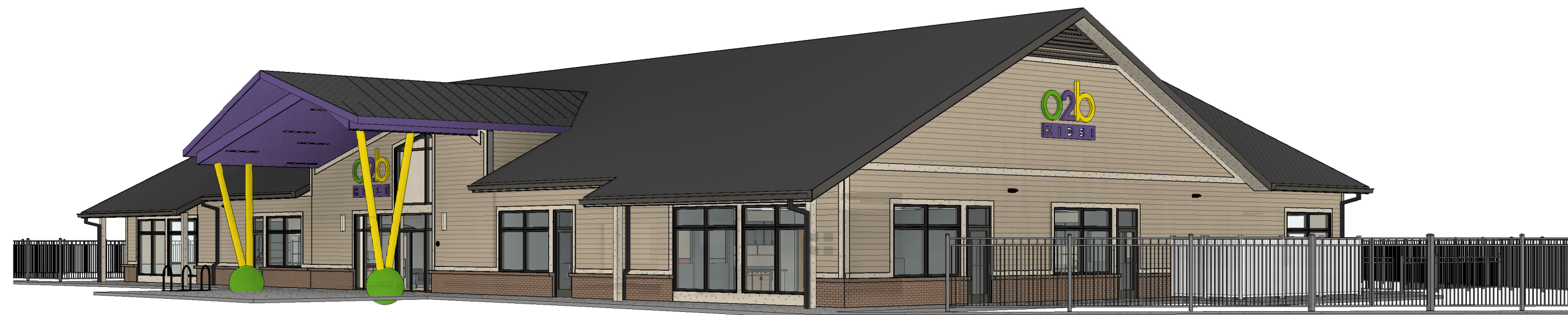
3 REAR LEFT



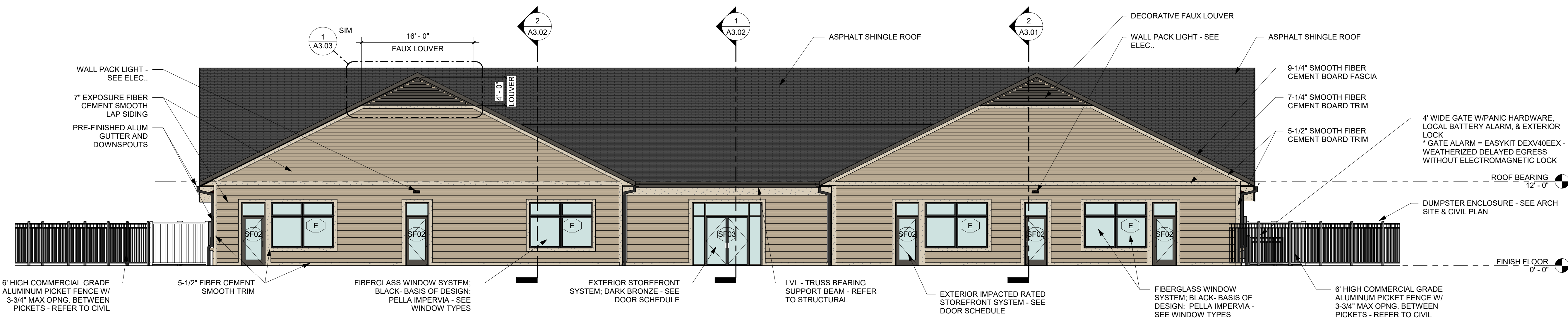
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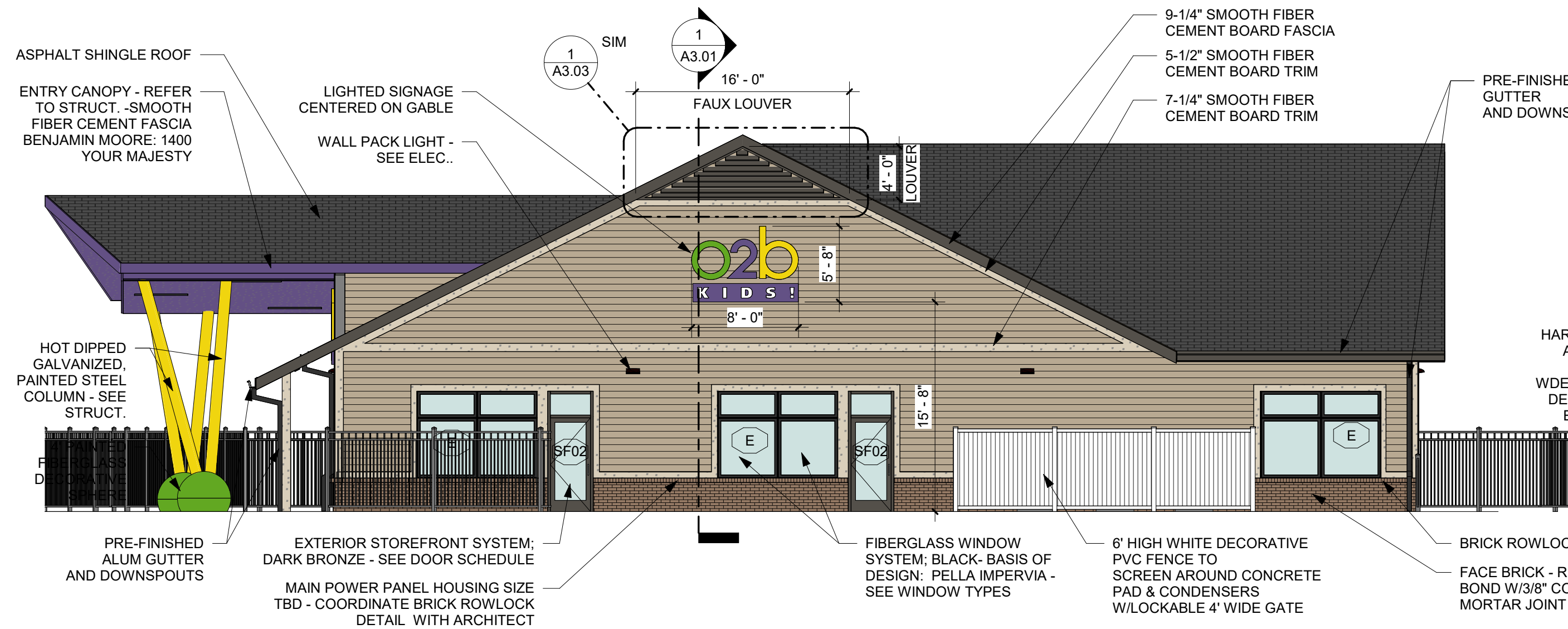
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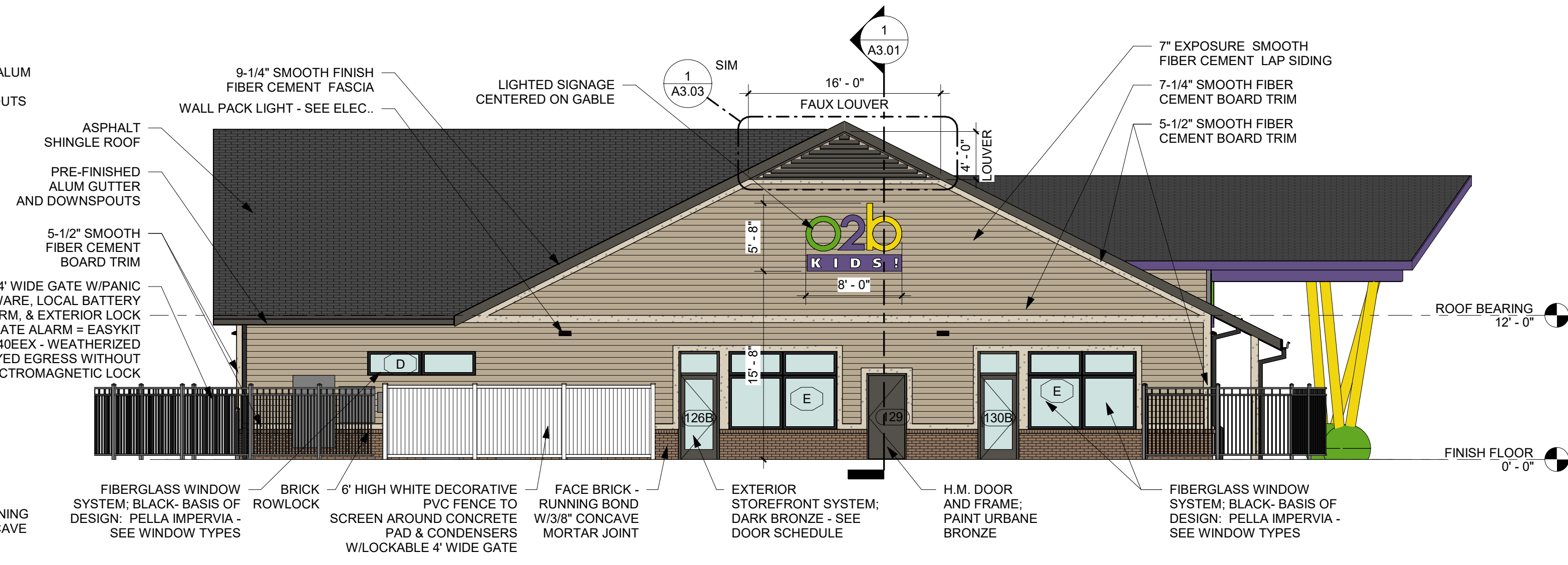
2 FRONT RIGHT



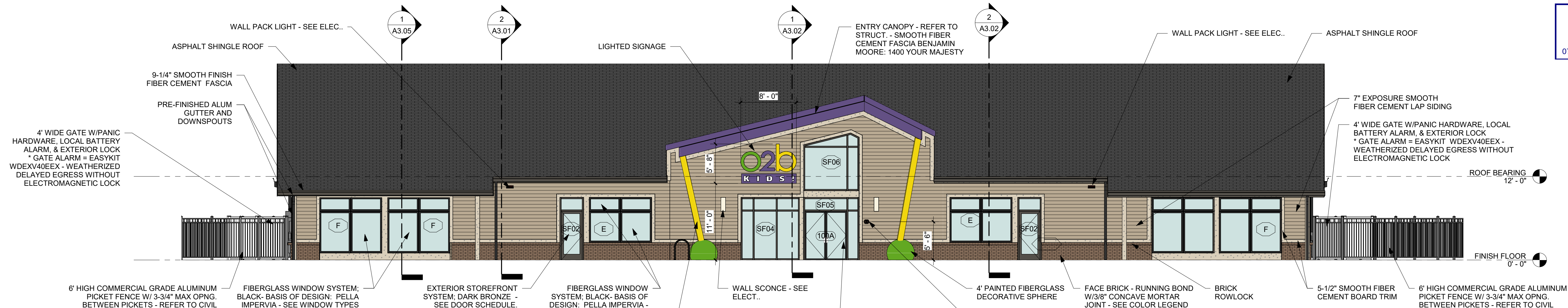
4 BUILDING ELEVATION - WEST
1/8" = 1'-0"



2 BUILDING ELEVATION - NORTH
1/8" = 1'-0"



3 BUILDING ELEVATION - SOUTH
1/8" = 1'-0"



1 BUILDING ELEVATION - EAST
1/8" = 1'-0"

EXTERIOR COMPONENT COLOR LEGEND

- FACE BRICK
- 3/8" CONCAVE MORTAR JOINT
- 7" FIBER CEMENT SMOOTH LAP SIDING
- 5-1/2" FIBER CEMENT SMOOTH TRIM
- 9-1/4" FIBER CEMENT FASCIA
- 9-1/4" ENTRY CANOPY FIBER CEMENT FASCIA
- 24" VENTED SMOOTH SOFFIT (TYPICAL)
- 4x8' SMOOTH FIBER CEMENT PANEL - ENTRY CANOPY CEILING
- 4x8' SMOOTH FIBER CEMENT PANEL - COVERED PLAY AREA CEILING

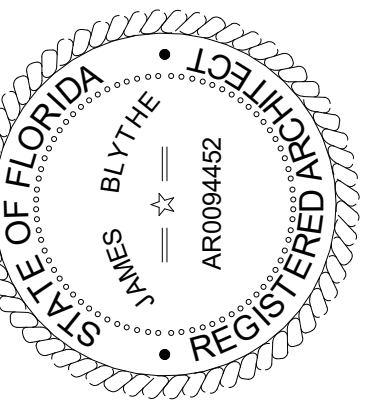
- SIOUX CITY BRICK, COLOR: BADLANDS SMOOTH
- GLEN-GERY BLEND, COLOR: G-209
- UNIVERSAL KHAKI - SW 6150
- URBANE BRONZE - SW 7048
- URBANE BRONZE - SW 7048
- BENJAMIN MOORE: 1400 YOUR MAJESTY
- URBANE BRONZE - SW 7048
- BENJAMIN MOORE: 1400 YOUR MAJESTY
- URBANE BRONZE - SW 7048

- ENTRY CANOPY STEEL COLUMN
- ENTRY CANOPY COLUMN SPHERE
- EXTERIOR HOLLOW METAL DOOR FRAMES
- EXTERIOR HOLLOW METAL DOOR TRIM
- GUTTERS AND DOWNSPOUTS
- ASPHALT SHINGLES
- SHINGLE METAL DRIP EDGE
- EXTERIOR MECH WALL VENTS

- DAISY - SW 6910
- OUTRAGEOUS GREEN - SW 6922
- DARK BRONZE
- DARK BRONZE
- CERTAINTED LANDMARK, COLOR: BLACK WALNUT
- URBANE BRONZE - SW 7048
- UNIVERSAL KHAKI - SW 6150

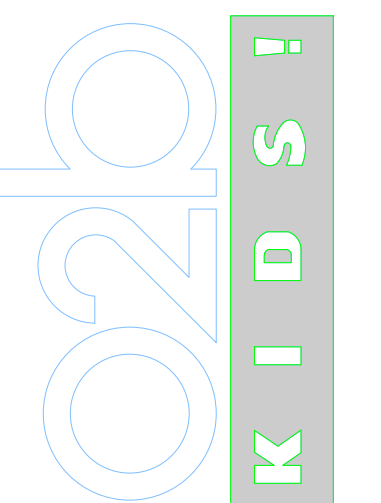
FLORIDA PRODUCT APPROVAL

PRODUCT	APPROVAL #	MANUFACTURER
EXTERIOR SWINGING DOOR	FL 1591.1	ALLEGION STEELCRAFT H
EXTERIOR WINDOWS	FL 13844-R11	PELLA IMPERVIA
EXTERIOR SIDING	FL 13192.2	JAMES HARDIE PLANK
SOFFITS	FL 13265.1	JAMES HARDIE SOFFIT
STOREFRONT	FL 7237.1-2	KAWNEER TRIFAB 451/451T
SHINGLE ROOF	FL 5444.1	CERTAINTEDD ASPHALT SHINGLES



TO THE BEST OF THE ARCHITECT'S OR THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL BUILDING, FIRE, SAFETY, AND OTHER APPLICABLE LAWS, ORDINANCES, AND REGULATIONS. THE ARCHITECT OR ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN, NOR DOES THE ARCHITECT OR ENGINEER ACCEPT ANY LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THESE PLANS OR SPECIFICATIONS.

O2B CLERMONT
MAGNOLIA POINTE
CLERMONT, FL

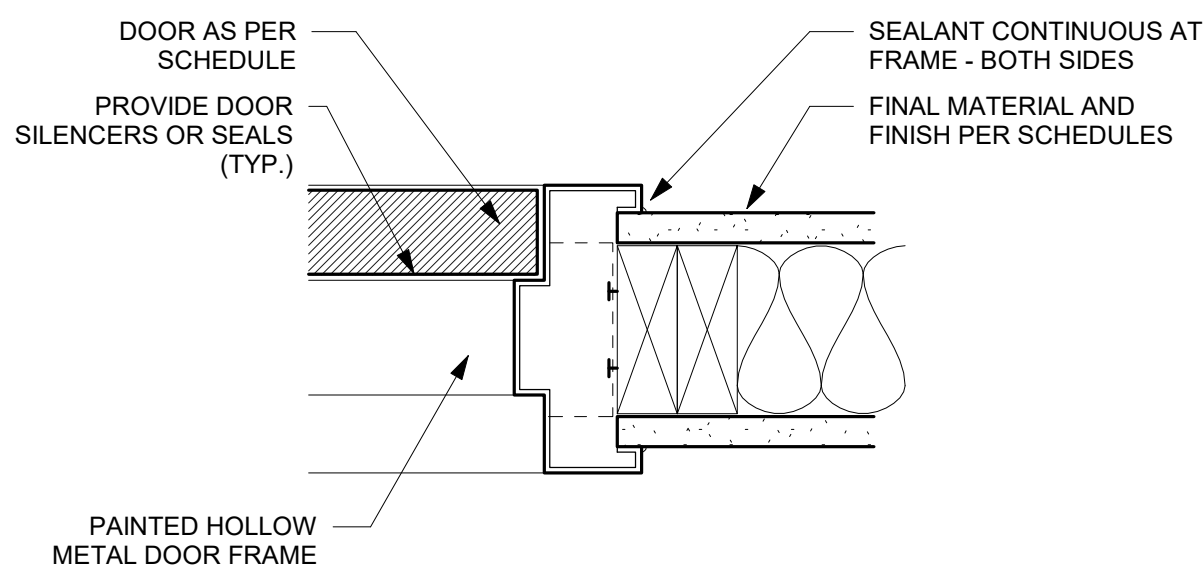


REVISIONS			
NO.	DATE	REF.	BY

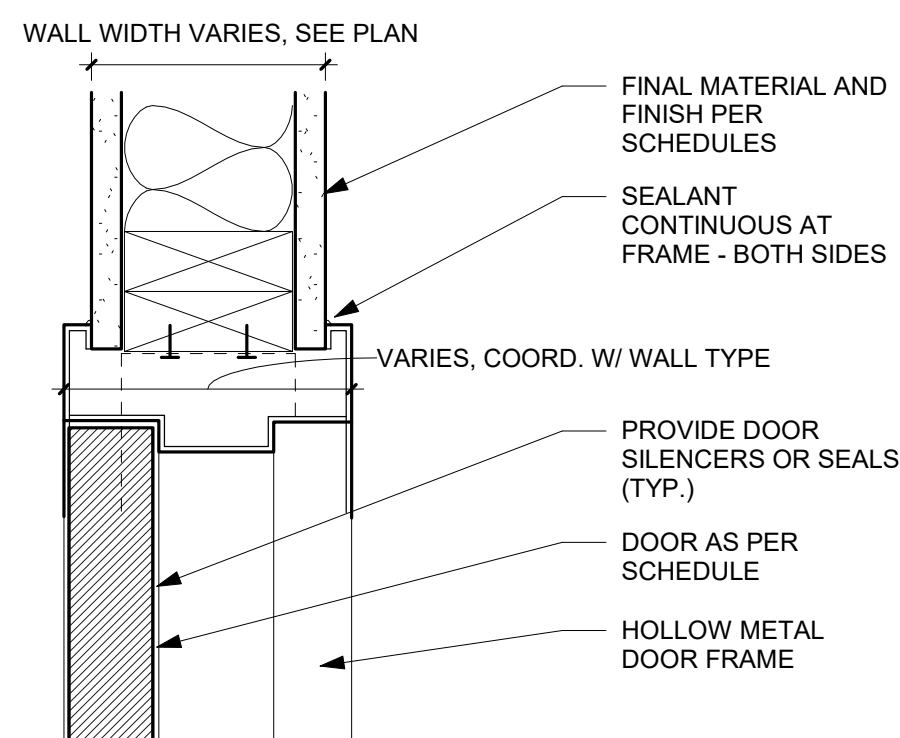
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100% CONSTRUCTION DOCUMENTS	
ISSUE DATE:	
03.10.2023	
DRAWN BY:	CHECKED BY:
SGE	STB
PROJECT NUMBER:	
22034	
DRAWING TITLE:	
EXTERIOR ELEVATIONS	

SHEET NO.
A2.01
DATE/TIME/STAMP:
4/5/2023 12:31:25 PM

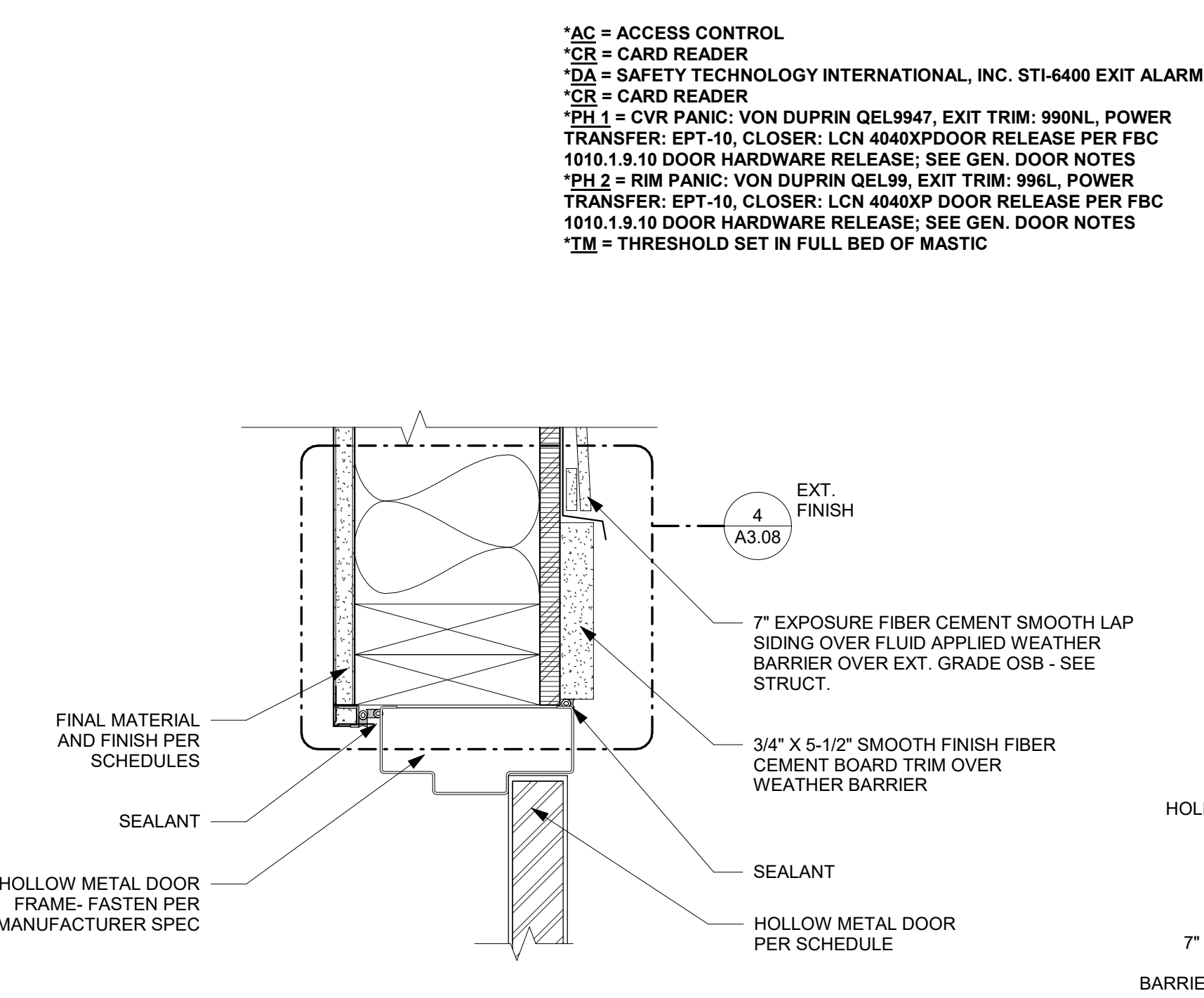
DOOR AND HARDWARE SCHEDULE												
DOOR #	DOOR				FRAME			FIRE RATING	HDW SET	COMMENTS		
	LOCATION	TYPE	WIDTH	HEIGHT	THKNS	MATERIAL	FRAME DEPTH	FRAME HEAD				
100A	EXT	G1	6'-0"	7'-0"	2"	ALUM			*PH 1	STOREFRONT DOOR, CLOSER, *AC, *TM, *PH 1		
100B	INT	G2	3'-0"	7'-0"	2"	ALUM			*PH 2	STOREFRONT DOOR, CLOSER, *CR, *AC, *PH 2		
100C	INT	G2	2'-8"	7'-0"	2"	WOOD			-	GATE AT RECEPTION LATCH		
102	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	120	CLOSER
103	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
104A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
104B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
104C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
106A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
106B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
106C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
106D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
109A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
109B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
109C	EXT	41	6'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	30	CLOSER, MAGNETIC HOLD OPEN, ASTRAGAL
109D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
109E	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
112A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
112B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
112C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
112D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
115A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
115B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
115C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
115D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
118A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
119A	INT	G1	6'-0"	7'-0"	2"	ALUM			ALUM	SMOKE	80	CLOSER
119B	EXT	G1	6'-0"	7'-0"	2"	ALUM			ALUM		20	STOREFRONT DOOR, CLOSER, *DA, *TM
119C	INT	35	3'-0"	7'-0"	1 3/4"	HM	0'-5 3/4"	0'-2"	HM		140	
120	INT	35	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	140	CLOSER
121	INT	35	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	140	CLOSER
122A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
122B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
122C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
124A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
124B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
125A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
125B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
126A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
126B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM
126C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
126D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
129	EXT	35	3'-0"	7'-0"	1 3/4"	HM	0'-8 1/16"	0'-2"	HM		60	*TM
130A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
130B	EXT	G2	3'-0"	7'-0"	2"	ALUM					50	STOREFRONT DOOR, CLOSER, *DA, *TM, ADD OPAQUE FILM
130C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
130D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		150	SELF-CLOSING HINGE
133A	INT	38	3'-6"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	110	CLOSER
133B	EXT	G2	3'-0"	7'-0"	2"	ALUM					130	STOREFRONT DOOR, CLOSER, *TM
135	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	45 MIN	10	CLOSER
136A	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	110	CLOSER
136B	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
137	INT	35	2'-6"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		10	PROVIDE 20" X 20" LOUVER IN DOOR
140A	EXT	G2	3'-0"	7'-0"	2"	ALUM					40	STOREFRONT DOOR, CLOSER, *TM
140B	EXT	G2	3'-0"	7'-0"	2"	ALUM					40	STOREFRONT DOOR, CLOSER, *TM
141	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	10	CLOSER



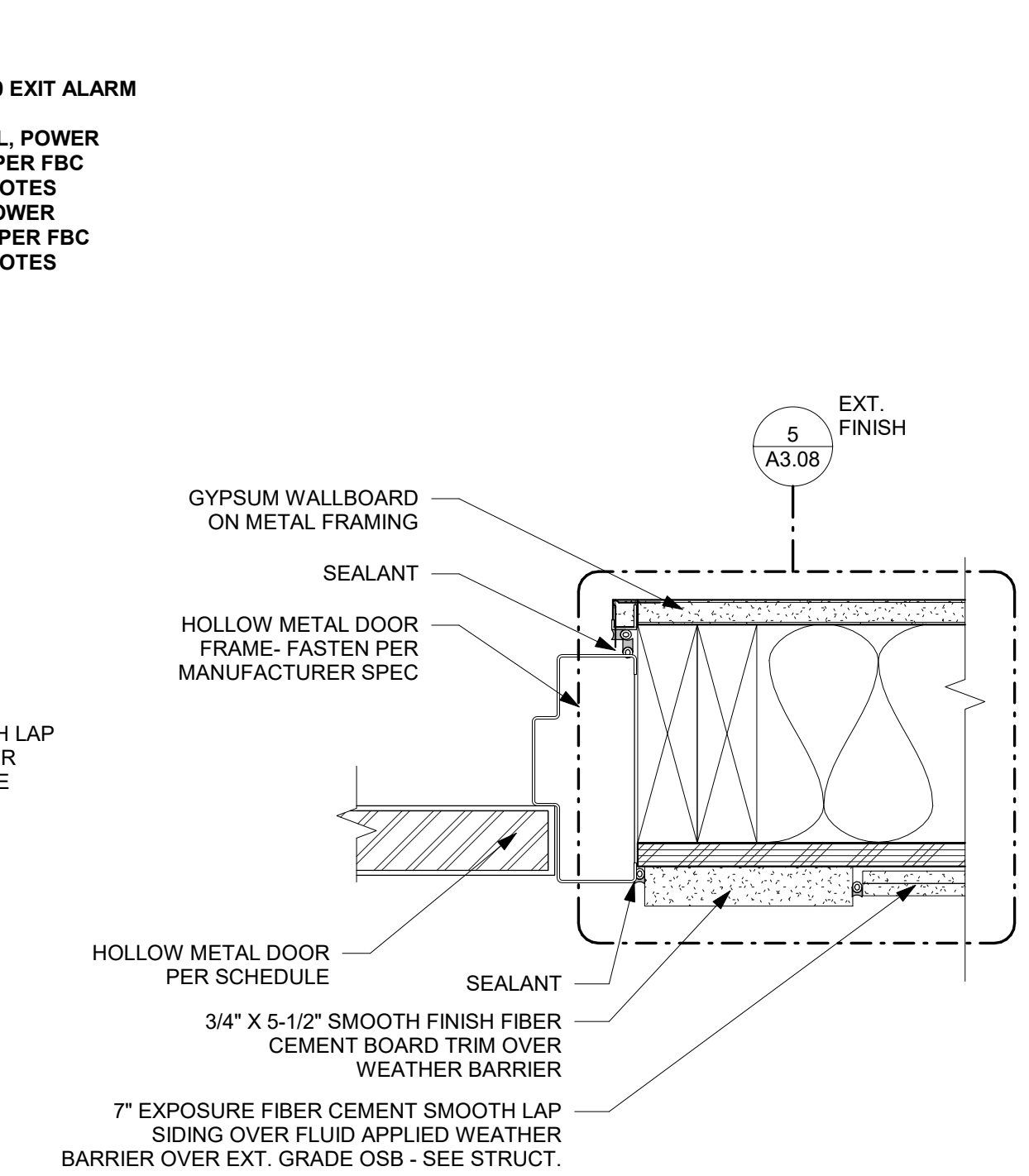
4 INT. H.M. FRAME & DOOR JAMB
3" = 1'-0"



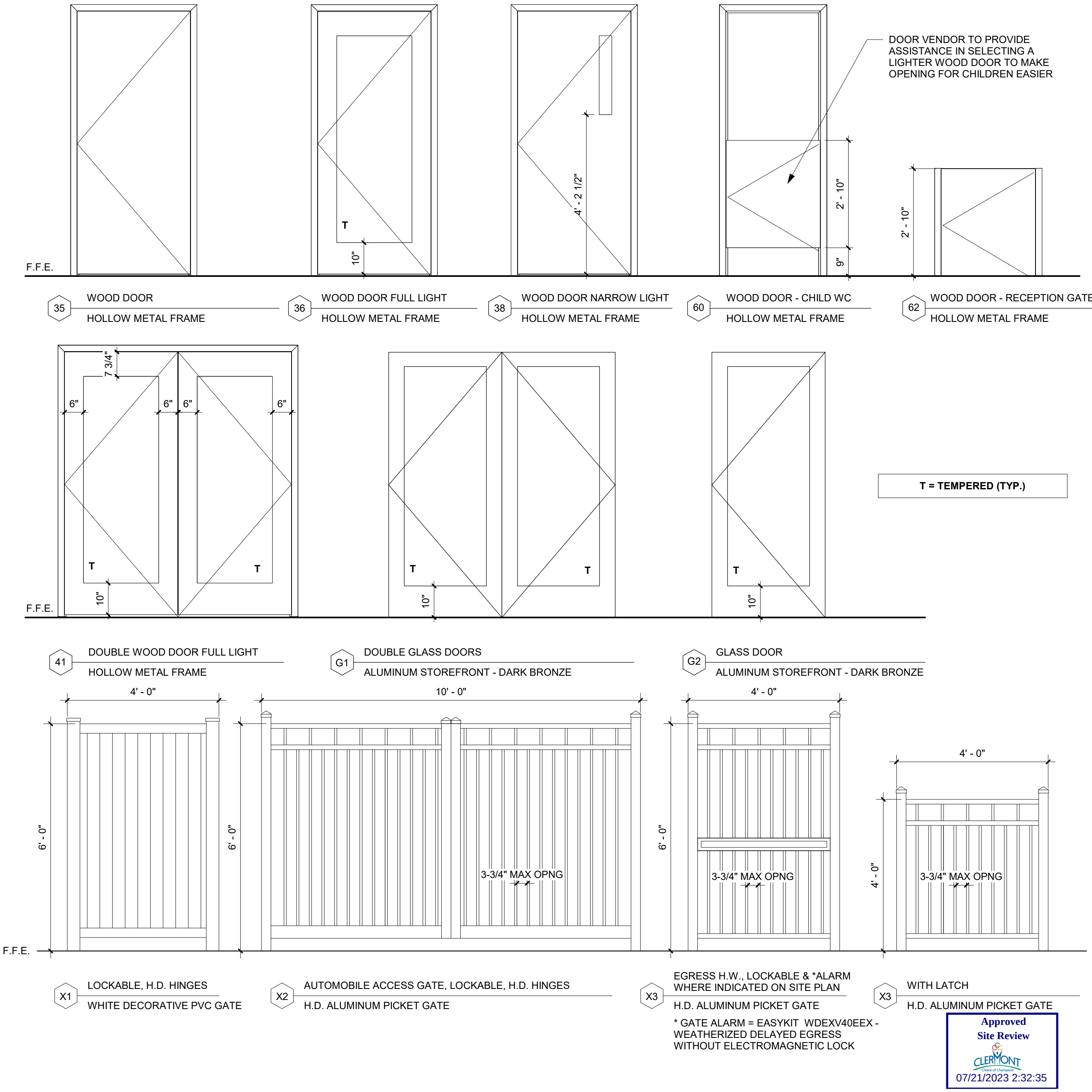
1 INT. H.M. FRAME & DOOR HEAD
3" = 1'-0"



2 EXT. H.M. FRAME & DOOR HEAD
3" = 1'-0"

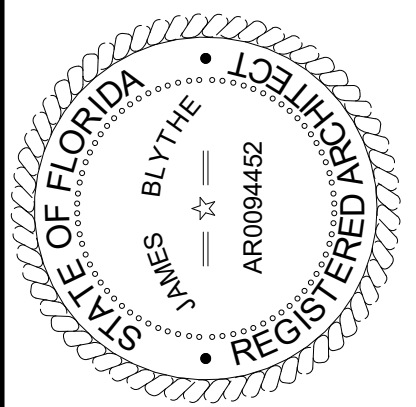


3 EXT. H.M. FRAME & DOOR JAMB
3" = 1'-0"



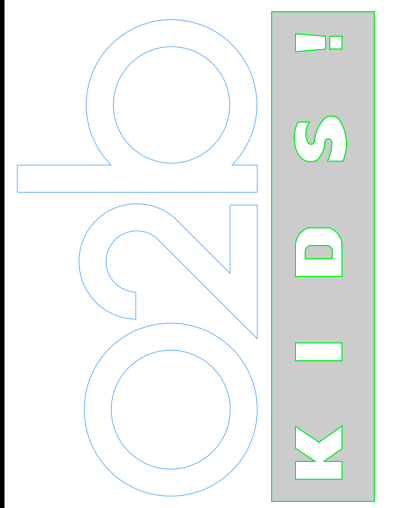
GENERAL DOOR NOTES:

- ALL DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION.
- PROVIDE TEMPERED GLAZING GLASS AT ALL LOCATIONS.
- ALL EXTERIOR DOOR THRESHOLD SHALL BE ALUMINUM SET IN A BED OF SEALANT.
- ALL DOOR FRAMES SHALL BE PAINTED WITH PROPER METAL PRIMER AND 2 COATS OF SPECIFIED PAINT.
- PROVIDE CONSTRUCTION TYPE APPROPRIATE BLOCKING IN WALLS WHERE WALL STOPS ARE IDENTIFIED OR SPECIFIED.
- ALL DISMILAR MATERIAL INTERSECTIONS (FRAMES/WALLS/ETC) SHALL BE CAULKED UNLESS NOTED OTHERWISE.
- ALL DOOR FRAMES SHALL RECEIVE RUBBER SOUND BUMPERS/SILENCERS UNLESS NOTED OTHERWISE.
- ALL THRESHOLDS SHALL BE SET IN BED OF SEALANT.
- GLAZING/GLASS IN WOOD STILE/RAIL DOORS SHALL BE SET IN SOLID WOOD STOPS IN SEALANT. FINISH SHALL BE SELECTED AT TIME OF SHOP DRAWINGS SUBMITTALS.
- WHERE HOLLOW METAL DOORS ARE SPECIFIED THEY SHALL BE A MIN. OF 18GA INTERIOR AND 18GA EXTERIOR GALVANIZED STEEL IN ACCORDANCE WITH SDI-100. DOORS SHALL BE FACTORY PRIMED. FABRICATE DOORS WITH HARDWARE REINFORCEMENT WELDED IN PLACE. INSTALL DOOR IN ACCORDANCE WITH SDI-100 AND DHI. DOORS/FRAMES AT THE EXT. SHALL BE DESIGNED FOR CONDITIONS AT THE PROJECT SITE IN ACCORDANCE WITH 2020 FL BLDG. CODE, 7th EDITION.
- HOLLOW METAL FRAMES SHALL BE A MIN. OF 18GA INTERIOR AND 14GA EXTERIOR COLD ROLLED STEEL IN ACCORDANCE WITH SDI-100. FRAMES SHALL BE FACTORY PRIMED. EXTERIOR FRAMES SHALL BE WELDED TO PREPARED FOR WEATHER-STRIPPING. WINDOWS AT EXTERIOR DOORS SHALL BE 1/4" MIN. THICKNESS LAMINATED SAFETY GLAZING/GLASS. INTERIOR HOLLOW METAL WINDOW FRAMES SHALL BE PREPARED FOR 1/4" CLEAR TEMPERED GLAZING/GLASS COMPLETE WITH STOPS AND FASTENERS. FRAMES SHALL BE FACTORY PRIMED. PROVIDE A MINIMUM OF THREE ANCHORS PER JAMB. ALL FRAMES SHALL BE FABRICATED WITH HARDWARE REINFORCEMENT PLATES WELDED IN PLACE. REINFORCE FRAMES WIDER THAN 48 INCHES WITH ROLL FORMED STEEL CHANNELS FITTED TIGHTLY INTO FRAME HEAD, FLUSH WITH TOP. INSTALL FRAMES IN ACCORDANCE WITH SDI-100 AND DHI.
- PROVIDE FLUSH INTERIOR DOORS, 1-3/4" THICK SOLID CORE CONSTRUCTION. CORE: AWI SECTION 1300, TYPE SLC-STAVE LUMBER OR PARTICLE BOARD CORE. VENEER FACING: BIRCH. ADHESIVE: TYPE I, WATERPROOF. TRIM DOOR WIDTH BY CUTTING EQUALLY ON BOTH JAMB EDGES. MACHINE CUT FOR HARDWARE. SEAL CUT SURFACES AFTER FITTING AND MACHINING. SEAL TOPS AND BOTTOMS OF WOOD DOORS. STAIN AND FINISH DOORS WITH TRANSPARENT URETHANE, 2 COATS.
- CONTRACTOR SHALL PROVIDE & INSTALL CONDUIT & POWER TO ALL DOORS LISTED FOR CARD READERS OR OTHER ACCESS CONTROLS, & COORDINATE W/OWNER, ACCESS CONTROL PROVIDER, & SUBCONTRACTORS PROVIDING DOOR HARDWARE AND FRAMES FOR BALANCE OF SYSTEMS.
- 1010.1.9.10 DOOR HARDWARE RELEASE OF ELECTRICALLY LOCKED EGRESS DOORS. DOOR HARDWARE RELEASE OF ELECTRIC LOCKING SYSTEMS SHALL BE PERMITTED ON DOORS IN THE MEANS OF EGRESS WITHIN ANY OCCUPANCY EXCEPT IN GROUP H WHERE INSTALLED AND OPERATED IN ACCORDANCE WITH ALL OF THE FOLLOWING:
A. THE DOOR HARDWARE THAT IS AFFIXED TO THE DOOR LEAF HAS AN OBVIOUS METHOD OF OPERATION THAT IS READILY OPERATED UNDER ALL LIGHTING CONDITIONS.
B. THE DOOR HARDWARE IS CAPABLE OF BEING OPERATED WITH ONE HAND AND SHALL COMPLY WITH SECTION 1010.1.9.6.
C. OPERATION OF THE DOOR HARDWARE DIRECTLY INTERRUPTS THE POWER TO THE ELECTRIC LOCK AND UNLOCKS THE DOOR IMMEDIATELY.
D. LOSS OF POWER TO THE ELECTRIC LOCKING SYSTEM AUTOMATICALLY UNLOCKS THE DOOR.
E. WHERE PANIC OR FIRE EXIT HARDWARE IS REQUIRED BY SECTION 1010.1.10, OPERATION OF THE PANIC OR FIRE EXIT HARDWARE ALSO RELEASES THE ELECTRIC LOCK.
F. THE LOCKING SYSTEM UNITS SHALL BE LISTED IN ACCORDANCE WITH UL 294.



TO THE BEST OF THE ARCHITECT'S OR THE ENGINEER'S KNOWLEDGE, THESE DOCUMENTS COMPLY WITH THE FLORIDA BUILDING CODE, AS APPLICABLE TO THE PROJECT. THE ARCHITECT'S OR ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES AND THE FLORIDA BUILDING CODE, AS APPLICABLE TO THE PROJECT.

O2B CLERMONT
MAGNOLIA POINTE
CLERMONT, FL



REVISIONS

NO.	DATE	REF.	BY
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DRAWING STATUS:
100% CONSTRUCTION DOCUMENTS

ISSUE DATE:
03.10.2023

DRAWN BY: SGE
CHECKED BY: STB

PROJECT NUMBER:
22034

DRAWING TITLE:
DOOR SCHEDULE & TYPES

SHEET NO.
A6.01

DATE/TIME STAMP:
4/5/2023 12:31:25 PM



TARA L. TEDROW

tara.tedrow@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6361 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



May 25, 2023

Curt Henschel
Planning and Development Director
City of Clermont
685 West Montrose Street
Clermont, FL 34711

Re: Petition for Annexation (Yuge Deals, LLLP Annexation)

Dear Curt:

This law firm represents various entities under that certain *Annexation Agreement Between the City of Clermont and 50 Ashley, LLC, PKY Clermont Land, LLC and PKY Clermont MF, LLC, Yuge Deals, LLLP, Wen Real Estate, LLC* (the "Annexation Agreement"); for this particular annexation request, however, we are specifically representing Yuge Deals, LLLP, the owner of 1.82 acres of land with Parcel ID 25-22-26-0002-000-06400 ("Owner").

A copy of the Annexation Agreement is attached hereto as **Exhibit "A"**. Under Paragraph C of the Annexation Agreement, the subject property (the "Property") is required to annex for the provision of utility services. As referenced in Paragraph C, this annexation requirement stems from a "Water & Wastewater Services Agreement" entered into in 2007 between City of Clermont (the "City") and the Owner's predecessors in interest. In addition, the Property is subject to a Joint Planning Agreement ("JPA") with Lake County that requires annexation. In accordance with the Annexation Agreement, the Water & Wastewater Services Agreement, and the JPA, the applicant has petitioned to annex into the City to ensure the provision of utilities and development of the intended use within the City.

Very truly yours,

Tara L. Tedrow

TLT/lak
Attachment



**ANNEXATION AGREEMENT
BETWEEN THE CITY OF CLERMONT AND
50 ASHLEY, LLC, PKY CLERMONT LAND, LLC AND PKY CLERMONT MF, LLC,
YUGE DEALS, LLLP, WEN REAL ESTATE, LLC**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is made and entered by and between **50 ASHLEY, LLC**, a Delaware limited liability company, **PKY CLERMONT LAND, LLC**, a Delaware limited liability company, **PKY CLERMONT MF, LLC**, a Delaware limited liability company, **YUGE DEALS, LLLP**, a Florida limited liability limited partnership, and **WEN REAL ESTATE, LLC**, a Florida limited liability company, and their successors and assigns (collectively, the “**Owner**”) and the **City of Clermont, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

RECITALS

A. Owner collectively owns real property located in unincorporated Lake County. The legal description of such real property (the “**Property**”) is attached hereto as **Exhibit “A”** and incorporated herein by reference. The Property consists of approximately 54.8 gross acres.

B. The Property has been approved for a mixed-use development by Lake County under the John’s Lake Landing PUD under Lake County Ordinance No. 2021-32 (the “**Approved PUD**”).

C. By agreement dated November 28, 2007, and recorded in Official Records Book 3605, Page 2409, of the Public Records of Lake County, Florida (the “**Water & Wastewater Service Agreement**”), the City and Owner’s predecessors in interest of the Property, agreed that the City would provide necessary water and sewer utility services in accordance with the conditions of City code and for Owner’s proposed development as set forth in that agreement. As part of that agreement, Owner agreed that when the Property met the legal requirements for annexation into the City, that the City could annex the Property.

D. Upon annexation, the character of the Property to be annexed will be compatible to that of the adjacent municipal property and as set forth in the above-stated water and sewer service agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows

Section 1. **RECITALS.** The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All Exhibits to this Agreement are hereby deemed a part hereof.

Section 2. **AUTHORITY.** This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter.

Section 3. **ANNEXATION/BUILDING PERMITS.**

a. Owner agrees that City may annex the Property into the City of Clermont, if the City, in its sole discretion, chooses to do so. With the reasonable cooperation of Owner, City shall process and submit the required annexation and related applications (such as companion comprehensive plan amendment and rezoning applications, which collective applications are included in references herein to "annexation") for consideration and approval by the City Council. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the City agrees that it shall not annex the Property or any portion thereof, until the earlier of the time that (i) all building permits, certificates of completion or occupancy and/or any other governmental approvals (collectively, the "Permits") for the respective portions of the allowable development on the Property (as permitted under the Property's Approved PUD) have been approved and issued by Lake County or (ii) one (1) year after the effective date of this Agreement; provided, however, in no event shall the City's legal process to commence the annexation start prior to June 1, 2023. However, at the sole discretion of the Owner and with written notice to the City, the Owner may start the annexation process of all or any portion of the Property prior to June 1, 2023.

b. Owner and City expressly agree that after the date hereof and prior to a final reading approving an annexation by the City, Owner (and any contract purchasers, site developers and successors-in-title of any portions of the Property) may continue to apply to Lake County for Permits for any improvements or structure to be constructed on the Property and the City shall not withhold or delay review and approval of such Permits on the basis of the annexation status.

c. As a condition precedent to the City's obligations hereunder, Owner shall pay to City within fifteen (15) days of the effective date of this Agreement the sum of \$3,500.00 to defer the cost to the City to process the annexation petition, including the companion comprehensive plan amendment and rezoning applications, contemplated herein. Such \$3,500 fee shall cover the costs of annexing the entire Property, but the City acknowledges and understands that such annexation may not occur all at once, and that portions of the Property may be annexed separately and will not be subject to any additional processing fee. Nothing herein shall prohibit or prevent any owner of a portion of the Property, at the subject owner's expense, from applying for annexation at any time after the effective date hereof.

d. The City agrees that because Owner may be paying both County and City impact fees, Owner shall not be responsible for payment of the contemplated \$1,000 per residential permit issued by Lake County, as set forth in Section 1.20 of the Water & Wastewater Service Agreement.

e. In the event the City fails to annex the Property, within six (6) months of the expiration of the annexation deadline in Section 3(a) above, the City shall continue to provide utility services to the Property, shall refund to Owner the amount paid under 3(c) above and the Owner shall continue with its development solely in Lake County and will not be responsible for payment of any additional impact or other fees to the City. Owner agrees, however, that in the event City fails to annex the Property, the Notice of Encumbrance to Annex as set forth in the Waste & Wastewater Service Agreement shall remain in full force and effect and City may annex, at its expense, the Property at any time thereafter.

Section 4. **IMPACT FEES.** In further consideration of the City's agreement to the above annexation restriction, each Owner shall pay to City at the time of issuance of any applicable building permit, the additional City Impact Fees at the rates set forth in **Exhibit "B"** or such other rates as may be calculated in the future by City based on any and all applications for building permits for development on its respective portion of the Property. Such impact fee rates shall be based on the approved Lake County plans for Owner's project (in accordance with the Approved PUD) prior to or concurrent with the issuance of the first certificate of occupancy for each respective portion of the development being built out. The payment of impact fees hereunder to the City shall be in addition to any and all impact fees that Lake County may assess related to the development of the property, other than as stated in Section 3(d) above. In the event no annexation occurs, then no impact fees shall be due and payable to the City.

Section 5. **DEFAULT**

In the event of default by an Owner of any of the terms and conditions of this Agreement, the Owner expressly agrees and consents that the City may immediately annex the Property owned by such Owner or, at City's option, terminate water and sewer service to the Property with respect to the portion of the Property owned by the defaulting Owner.

Section 6. **SEVERABILITY**

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 7. **NOTICES**

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219

Clermont, Fl 34712-0219

OWNER

Parkway Property Investments
Jim Heistand
800 N. Magnolia Avenue, Suite 1625
Orlando, Florida 32803

Lowndes Law
c/o Tara Tedrow, Esq.
215 N Eola Drive, Orlando, FL 32801
Tara.tedrow@lowndes-law.com

Yuge Deals, LLLP
1449 SW 74th Drive, Suite 200
Gainesville, Florida 32607
Attn: Matt Cason
Email: Matt@conceptcompanies.net

WEN Real Estate LLC
4030 NE 30th Avenue
Lighthouse Point, Fl. 33064
Attn: Edilberto Rodriguez
Email: Eddie@Wencorg.com

50 ASHLEY, LLC
1670 E. 8th Avenue
Tampa, Florida 33605
Attn: Chief Legal Officer

Section 8. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

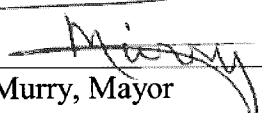
Section 9. EFFECTIVE DATE

The effective date of this agreement shall be the date that the last party has executed the agreement as provided below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. City through its Mayor, authorized to execute same by City Council action, and Owner through _____.

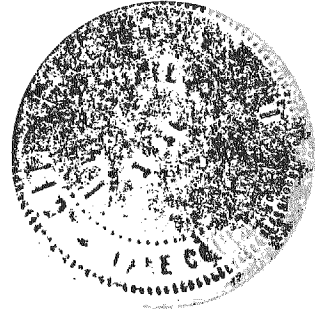
DATED this 10 day of January, 2023.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



{signatures continued on next page}

PKY CLERMONT LAND, LLC,
a Delaware limited liability company

By: [Signature]

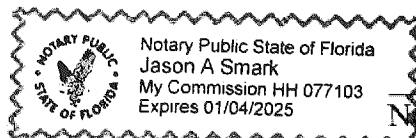
Name: RICHARD G. TOOMEY

Title: V.P.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT LAND, LLC**, a Delaware limited liability company. He/she is ☐ personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]



[Signature]
Notary Public

JASON A. SMARK
Name typed, printed or stamped

{signatures continued on next page}

PKY CLERMONT MF, LLC,
a Delaware limited liability company

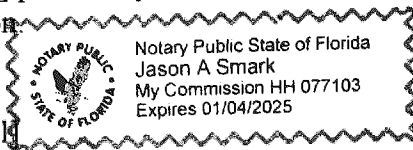
By: _____

Name: Richard J. ToomeyTitle: V.P.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT MF, LLC**, a Delaware limited liability company. He/she is [] personally known to me or has produced FL DRIVERS LICENSE as identification.

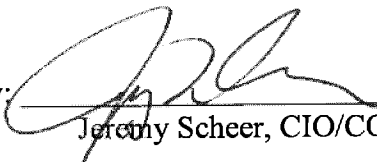
[Notary Seal]

[Signature] _____
Notary Public

{signatures continued on next page}

YUGE DEALS, LLLP,
a Florida limited liability limited partnership

By: Concept Development, Inc., a Florida corporation,
as General Partner

By: 
Jeremy Scheer, CIO/COO

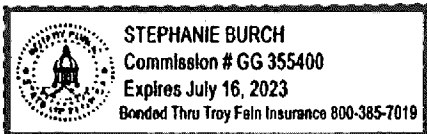
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2023 by Jeremy Scheer as CIO/COO of Concept Development, Inc., a Florida corporation, as General Partner of **YUGE DEALS, LLLP**, a Florida limited liability limited partnership. He/she is [☒] personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

{signatures continued on next page}



WEN REAL ESTATE, LLC,
a Florida limited liability company

By: [Signature]
Name: EDIE RODRIGUEZ
Title: Owner

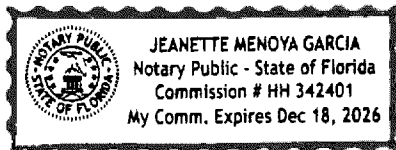
STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023 by Edilberto Rodriguez as owner of WEN REAL ESTATE, LLC, a Florida limited liability company. He/she is [] personally known to me or has produced Drivers License as identification.

[Notary Seal]

[Signature]
Notary Public

{signatures continued on next page}



50 ASHLEY, LLC

a Delaware limited liability company

By: Name: Stephen R. CalkinsTitle: Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2023 by Stephen R. Calkins as manager of **50 ASHLEY, LLC**, a Delaware limited liability company.

He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

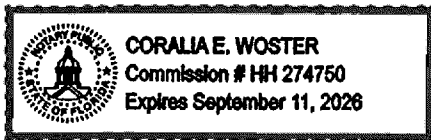


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

A PARCEL OF LAND SITUATE IN A PORTION OF LOTS 23, 24, 25, 31 AND 32 MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 34' 58" WEST, 1324.32 FEET; THENCE NORTH 00° 34' 48" EAST, 353.51 FEET; THENCE SOUTH 89° 38' 07" EAST, 300.01 FEET; THENCE NORTH 00° 36' 10" EAST, 242.90 FEET; THENCE SOUTH 89° 35' 09" EAST, 1025.37 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH RANGE 26 EAST; THENCE NORTH 00° 39' 58" EAST, 631.65 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLONIAL DRIVE ALSO KNOWN AS STATE ROAD 50 RIGHT-OF-WAY MAP SECTION 11070 F.P NO. 238429-4; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89° 08' 59" EAST, 171.25 FEET; THENCE NORTH 00° 51' 05" EAST, 25.00 FEET; THENCE SOUTH 89° 08' 57" EAST, 349.72 FEET; THENCE SOUTH 01° 32' 52" WEST, 10.70 FEET; THENCE SOUTH 89° 05' 46" EAST, 300.55 FEET; THENCE NORTH 89° 57' 55" EAST, 100.80 FEET; THENCE NORTH 00° 00' 12" WEST, 10.00 FEET; THENCE NORTH 89° 59' 48" EAST, 405.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 40' 41" WEST, 424.28 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 81° 54' 44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: NORTH 49° 02' 38" WEST, 41.95') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 106.39 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 331.74 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE SOUTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 62° 37' 02" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 19° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: SOUTH 45° 00' 00" WEST, 33.25') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE NORTH 89° 59' 43" WEST, 86.00 FEET; THENCE NORTH 00° 00' 00" EAST, 10.00 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" WEST, 29.44') TO A POINT OF

NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 04° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: NORTH 52° 40' 54" WEST, 7.13') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 77° 58' 51" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 74° 38' 11" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 08' 11" WEST, 30.80') TO A POINT OF TANGENCY; THENCE SOUTH 89° 38' 11" WEST, 15.54 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 21° 03' 14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: SOUTH 79° 06' 34" WEST, 29.96') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 26° 06' 02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: SOUTH 55° 31' 56" WEST, 212.26') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 28' 55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: SOUTH 21° 14' 28" WEST, 268.10') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 74.99 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 27° 15' 45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: SOUTH 13° 37' 52" WEST, 238.03') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 26° 37' 07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: SOUTH 13° 57' 11" WEST, 124.31') TO A POINT OF TANGENCY; THENCE SOUTH 00° 38' 38" WEST, 2.56 FEET; THENCE NORTH 89° 29' 17" WEST, 30.07 FEET TO THE **POINT OF BEGINNING**

LESS AND EXCEPT PARCEL B:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE

CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

FURTHER LESS AND EXCEPT PARCEL C:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT PARCEL D:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE

SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

PARCEL F - PKY CLERMONT MF, LLC, a Delaware limited liability company

A PARCEL OF LAND SITUATE IN A PORTION OF LOT 23, LOT 24 AND LOT 25, AND ALL OF LOT 26, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52° 40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45° 00' 00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE

OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE **POINT OF BEGINNING.**

PARCEL C – YUGE DEALS, LLLP, a Florida limited liability limited partnership

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

PARCEL B - WEN REAL ESTATE LLC, a Florida limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID

CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

PARCEL D – 50 ASHLEY, LLC, a Delaware limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A

CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH $75^{\circ} 00' 00''$ WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH $90^{\circ} 00' 00''$ WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 45' 56''$ AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH $62^{\circ} 37' 02''$ WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF $17^{\circ} 51' 03''$ AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH $44^{\circ} 09' 35''$ WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 24' 37''$ AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH $30^{\circ} 22' 48''$ WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 40' 29''$ AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH $03^{\circ} 50' 15''$ WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH $00^{\circ} 00' 00''$ EAST, 197.11 FEET, TO THE POINT OF BEGINNING.



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 1st day of June, 2023.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)
6-1-23
Date


Notary Public
July 16, 2023
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 6/7/23

Before me, the undersigned authority personally appeared Yuge Deals, LLLP
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
development approvals including, but not limited to, annexation and site plan approvals
3. That said authority (owner) has appointed (agent's name) Tara Tedrow, Esq. and the Lowndes Law Firm to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

Sworn to and subscribed before
me this 1st day of June,
2023.

[Signature]
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 7th day of June,
2023.

[Signature]
Notary Public, State of FL
My commission expires:

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



Lauren A. Korn
Notary Public
State of Florida
Comm# HH105247
Expires 3/16/2025

**UNANIMOUS CONSENT TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS OF
CONCEPT DEVELOPMENT, INC.**

The undersigned, being the sole Director of CONCEPT DEVELOPMENT, INC. (the "Company"), finding it inconvenient to assemble in a formal meeting, hereby waives prior notice of the actions described herein and consents thereto, pursuant to the provisions of Section 607.0821 of the Florida Statutes:

WHEREAS, the Company deems it in its best interest to grant signing authority to certain person(s) described hereunder.

NOW THEREFORE, BE IT RESOLVED that the Company is hereby authorized and does authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the Company, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, loan documents, certificates and other instruments of whatever nature entered into by this Company.

Brian S. Crawford
Matthew Cason
James A. Buck
Seth Lane
Stephanie Burch

Chief Executive Officer
President
Chief Financial Officer
Executive Vice President
Secretary

DATED this ____ day of May, 2023.



Brian S. Crawford, Sole Director



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. XX Application & Petition by the landowners for Annexation (pages 3 and 4).
2. XX General application form (page 5).
3. XX Authorization for agent/owner representation (page 6)
4. XX LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. XX Map showing general area of site for which Annexation is being requested.
6. XX Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. 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 scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: 6/7/23

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): O2B Kids

APPLICANT: Lowndes Law Firm c/o Tara Tedrow, Esq.

Address: 215 N. Eola Dr.
City: Orlando State: Florida Zip: 32801
Phone: 407-418-6361 Fax: 407-843-4444

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Yuge Deals, LLLP

Address: 1449 SW 74th Dr., Ste. 200
City: Gainesville State: Florida Zip: 32607
Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Tara Tedrow, Esq.; McGregor Love, Esq.

Address: 215 N. Eola Dr.
City: Orlando State: Florida Zip: 32801
Phone: 407-418-6361 Fax: 407-843-4444
E-Mail: Tara.Tedrow@lowndes-law.com

Property address and/or general location: (TBD) Good Hearth Blvd.
Clermont, FL 34711

Area of property: 1.82 acre +/- acres, and/or 79,511 +/- sq. ft.

The property is PRESENTLY used for: vacant land

The property is PROPOSED to be used for: early childhood education facility



Existing Lake County Land Use* : Urban Low Density _____

Existing Lake County Zoning* : PUD _____

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None. _____

State the reason or basis for this request: See attached annexation agreement recorded on 1/23/2023 in the Public Records of Lake County. _____

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 25 , Township 22 , Range 26 _____

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

**ANNEXATION AGREEMENT
BETWEEN THE CITY OF CLERMONT AND
50 ASHLEY, LLC, PKY CLERMONT LAND, LLC AND PKY CLERMONT MF, LLC,
YUGE DEALS, LLLP, WEN REAL ESTATE, LLC**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is made and entered by and between **50 ASHLEY, LLC**, a Delaware limited liability company, **PKY CLERMONT LAND, LLC**, a Delaware limited liability company, **PKY CLERMONT MF, LLC**, a Delaware limited liability company, **YUGE DEALS, LLLP**, a Florida limited liability limited partnership, and **WEN REAL ESTATE, LLC**, a Florida limited liability company, and their successors and assigns (collectively, the “**Owner**”) and the **City of Clermont, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

RECITALS

A. Owner collectively owns real property located in unincorporated Lake County. The legal description of such real property (the “**Property**”) is attached hereto as **Exhibit “A”** and incorporated herein by reference. The Property consists of approximately 54.8 gross acres.

B. The Property has been approved for a mixed-use development by Lake County under the John’s Lake Landing PUD under Lake County Ordinance No. 2021-32 (the “**Approved PUD**”).

C. By agreement dated November 28, 2007, and recorded in Official Records Book 3605, Page 2409, of the Public Records of Lake County, Florida (the “**Water & Wastewater Service Agreement**”), the City and Owner’s predecessors in interest of the Property, agreed that the City would provide necessary water and sewer utility services in accordance with the conditions of City code and for Owner’s proposed development as set forth in that agreement. As part of that agreement, Owner agreed that when the Property met the legal requirements for annexation into the City, that the City could annex the Property.

D. Upon annexation, the character of the Property to be annexed will be compatible to that of the adjacent municipal property and as set forth in the above-stated water and sewer service agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows

Section 1. **RECITALS.** The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All Exhibits to this Agreement are hereby deemed a part hereof.

Section 2. **AUTHORITY.** This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter.

Section 3. **ANNEXATION/BUILDING PERMITS.**

a. Owner agrees that City may annex the Property into the City of Clermont, if the City, in its sole discretion, chooses to do so. With the reasonable cooperation of Owner, City shall process and submit the required annexation and related applications (such as companion comprehensive plan amendment and rezoning applications, which collective applications are included in references herein to "annexation") for consideration and approval by the City Council. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the City agrees that it shall not annex the Property or any portion thereof, until the earlier of the time that (i) all building permits, certificates of completion or occupancy and/or any other governmental approvals (collectively, the "Permits") for the respective portions of the allowable development on the Property (as permitted under the Property's Approved PUD) have been approved and issued by Lake County or (ii) one (1) year after the effective date of this Agreement; provided, however, in no event shall the City's legal process to commence the annexation start prior to June 1, 2023. However, at the sole discretion of the Owner and with written notice to the City, the Owner may start the annexation process of all or any portion of the Property prior to June 1, 2023.

b. Owner and City expressly agree that after the date hereof and prior to a final reading approving an annexation by the City, Owner (and any contract purchasers, site developers and successors-in-title of any portions of the Property) may continue to apply to Lake County for Permits for any improvements or structure to be constructed on the Property and the City shall not withhold or delay review and approval of such Permits on the basis of the annexation status.

c. As a condition precedent to the City's obligations hereunder, Owner shall pay to City within fifteen (15) days of the effective date of this Agreement the sum of \$3,500.00 to defer the cost to the City to process the annexation petition, including the companion comprehensive plan amendment and rezoning applications, contemplated herein. Such \$3,500 fee shall cover the costs of annexing the entire Property, but the City acknowledges and understands that such annexation may not occur all at once, and that portions of the Property may be annexed separately and will not be subject to any additional processing fee. Nothing herein shall prohibit or prevent any owner of a portion of the Property, at the subject owner's expense, from applying for annexation at any time after the effective date hereof.

d. The City agrees that because Owner may be paying both County and City impact fees, Owner shall not be responsible for payment of the contemplated \$1,000 per residential permit issued by Lake County, as set forth in Section 1.20 of the Water & Wastewater Service Agreement.

e. In the event the City fails to annex the Property, within six (6) months of the expiration of the annexation deadline in Section 3(a) above, the City shall continue to provide utility services to the Property, shall refund to Owner the amount paid under 3(c) above and the Owner shall continue with its development solely in Lake County and will not be responsible for payment of any additional impact or other fees to the City. Owner agrees, however, that in the event City fails to annex the Property, the Notice of Encumbrance to Annex as set forth in the Waste & Wastewater Service Agreement shall remain in full force and effect and City may annex, at its expense, the Property at any time thereafter.

Section 4. **IMPACT FEES.** In further consideration of the City's agreement to the above annexation restriction, each Owner shall pay to City at the time of issuance of any applicable building permit, the additional City Impact Fees at the rates set forth in **Exhibit "B"** or such other rates as may be calculated in the future by City based on any and all applications for building permits for development on its respective portion of the Property. Such impact fee rates shall be based on the approved Lake County plans for Owner's project (in accordance with the Approved PUD) prior to or concurrent with the issuance of the first certificate of occupancy for each respective portion of the development being built out. The payment of impact fees hereunder to the City shall be in addition to any and all impact fees that Lake County may assess related to the development of the property, other than as stated in Section 3(d) above. In the event no annexation occurs, then no impact fees shall be due and payable to the City.

Section 5. **DEFAULT**

In the event of default by an Owner of any of the terms and conditions of this Agreement, the Owner expressly agrees and consents that the City may immediately annex the Property owned by such Owner or, at City's option, terminate water and sewer service to the Property with respect to the portion of the Property owned by the defaulting Owner.

Section 6. **SEVERABILITY**

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 7. **NOTICES**

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219

Clermont, Fl 34712-0219

OWNER

Parkway Property Investments
Jim Heistand
800 N. Magnolia Avenue, Suite 1625
Orlando, Florida 32803

Lowndes Law
c/o Tara Tedrow, Esq.
215 N Eola Drive, Orlando, FL 32801
Tara.tedrow@lowndes-law.com

Yuge Deals, LLLP
1449 SW 74th Drive, Suite 200
Gainesville, Florida 32607
Attn: Matt Cason
Email: Matt@conceptcompanies.net

WEN Real Estate LLC
4030 NE 30th Avenue
Lighthouse Point, Fl. 33064
Attn: Edilberto Rodriguez
Email: Eddie@Wencorg.com

50 ASHLEY, LLC
1670 E. 8th Avenue
Tampa, Florida 33605
Attn: Chief Legal Officer

Section 8. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

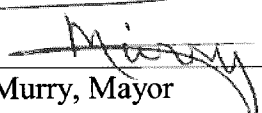
Section 9. EFFECTIVE DATE

The effective date of this agreement shall be the date that the last party has executed the agreement as provided below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. City through its Mayor, authorized to execute same by City Council action, and Owner through _____.

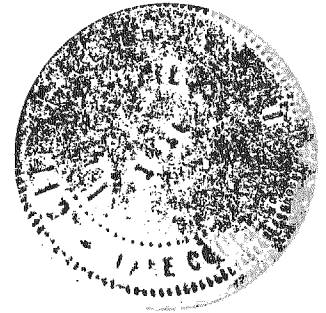
DATED this 10 day of January, 2023.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



{signatures continued on next page}

PKY CLERMONT LAND, LLC,
a Delaware limited liability company

By: [Signature]

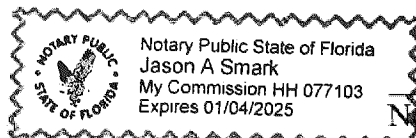
Name: RICHARD G. TOOMEY

Title: V.P.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT LAND, LLC**, a Delaware limited liability company. He/she is ☐ personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]



[Signature]
Notary Public

JASON A. SMARK
Name typed, printed or stamped

{signatures continued on next page}

PKY CLERMONT MF, LLC,
a Delaware limited liability company

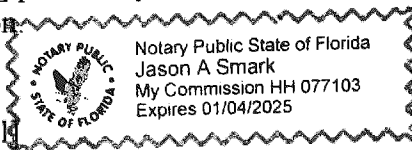
By: _____

Name: Richard J. ToomeyTitle: V.P.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of JANUARY, 2023 by RICHARD TOOHEY as V.P. of **PKY CLERMONT MF, LLC**, a Delaware limited liability company. He/she is [] personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]

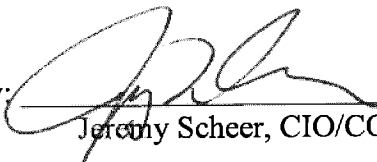


[Signature] Notary Public

{signatures continued on next page}

YUGE DEALS, LLLP,
a Florida limited liability limited partnership

By: Concept Development, Inc., a Florida corporation,
as General Partner

By: 
Jeremy Scheer, CIO/COO

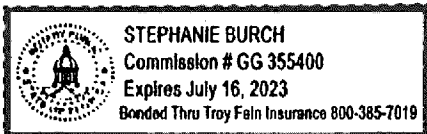
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2023 by Jeremy Scheer as CIO/COO of Concept Development, Inc., a Florida corporation, as General Partner of **YUGE DEALS, LLLP**, a Florida limited liability limited partnership. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

{signatures continued on next page}



WEN REAL ESTATE, LLC,
a Florida limited liability company

By: [Signature]
Name: EDIE RODRIGUEZ
Title: OWNER

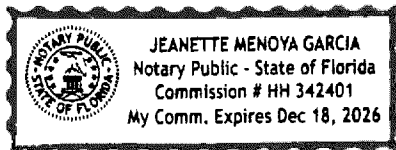
STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023 by Edilberto Rodriguez as owner of WEN REAL ESTATE, LLC, a Florida limited liability company.
He/she is [] personally known to me or has produced Drivers License as identification.

[Notary Seal]

[Signature]
Notary Public

{signatures continued on next page}



50 ASHLEY, LLC

a Delaware limited liability company

By: Name: Stephen R. CalkinsTitle: Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2023 by Stephen R. Calkins as manager of **50 ASHLEY, LLC**, a Delaware limited liability company.

He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

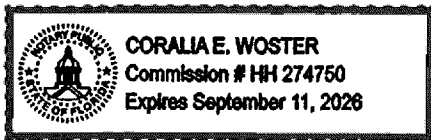


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

A PARCEL OF LAND SITUATE IN A PORTION OF LOTS 23, 24, 25, 31 AND 32 MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 34' 58" WEST, 1324.32 FEET; THENCE NORTH 00° 34' 48" EAST, 353.51 FEET; THENCE SOUTH 89° 38' 07" EAST, 300.01 FEET; THENCE NORTH 00° 36' 10" EAST, 242.90 FEET; THENCE SOUTH 89° 35' 09" EAST, 1025.37 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH RANGE 26 EAST; THENCE NORTH 00° 39' 58" EAST, 631.65 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLONIAL DRIVE ALSO KNOWN AS STATE ROAD 50 RIGHT-OF-WAY MAP SECTION 11070 F.P NO. 238429-4; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89° 08' 59" EAST, 171.25 FEET; THENCE NORTH 00° 51' 05" EAST, 25.00 FEET; THENCE SOUTH 89° 08' 57" EAST, 349.72 FEET; THENCE SOUTH 01° 32' 52" WEST, 10.70 FEET; THENCE SOUTH 89° 05' 46" EAST, 300.55 FEET; THENCE NORTH 89° 57' 55" EAST, 100.80 FEET; THENCE NORTH 00° 00' 12" WEST, 10.00 FEET; THENCE NORTH 89° 59' 48" EAST, 405.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 40' 41" WEST, 424.28 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 81° 54' 44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: NORTH 49° 02' 38" WEST, 41.95') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 106.39 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 331.74 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE SOUTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 62° 37' 02" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 19° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: SOUTH 45° 00' 00" WEST, 33.25') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE NORTH 89° 59' 43" WEST, 86.00 FEET; THENCE NORTH 00° 00' 00" EAST, 10.00 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" WEST, 29.44') TO A POINT OF

NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 04° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: NORTH 52° 40' 54" WEST, 7.13') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 77° 58' 51" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 74° 38' 11" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 08' 11" WEST, 30.80') TO A POINT OF TANGENCY; THENCE SOUTH 89° 38' 11" WEST, 15.54 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 21° 03' 14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: SOUTH 79° 06' 34" WEST, 29.96') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 26° 06' 02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: SOUTH 55° 31' 56" WEST, 212.26') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 28' 55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: SOUTH 21° 14' 28" WEST, 268.10') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 74.99 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 27° 15' 45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: SOUTH 13° 37' 52" WEST, 238.03') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 26° 37' 07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: SOUTH 13° 57' 11" WEST, 124.31') TO A POINT OF TANGENCY; THENCE SOUTH 00° 38' 38" WEST, 2.56 FEET; THENCE NORTH 89° 29' 17" WEST, 30.07 FEET TO THE **POINT OF BEGINNING**

LESS AND EXCEPT PARCEL B:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE

CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

FURTHER LESS AND EXCEPT PARCEL C:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT PARCEL D:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE

SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

PARCEL F - PKY CLERMONT MF, LLC, a Delaware limited liability company

A PARCEL OF LAND SITUATE IN A PORTION OF LOT 23, LOT 24 AND LOT 25, AND ALL OF LOT 26, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52° 40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45° 00' 00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE

OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE **POINT OF BEGINNING.**

PARCEL C – YUGE DEALS, LLLP, a Florida limited liability limited partnership

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

PARCEL B - WEN REAL ESTATE LLC, a Florida limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID

CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

PARCEL D – 50 ASHLEY, LLC, a Delaware limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A

CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH $75^{\circ} 00' 00''$ WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH $90^{\circ} 00' 00''$ WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 45' 56''$ AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH $62^{\circ} 37' 02''$ WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF $17^{\circ} 51' 03''$ AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH $44^{\circ} 09' 35''$ WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 24' 37''$ AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH $30^{\circ} 22' 48''$ WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 40' 29''$ AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH $03^{\circ} 50' 15''$ WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH $00^{\circ} 00' 00''$ EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, August 22, 2023 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Alternate key #3944667)



LEGAL DESCRIPTION:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781);

THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID EAST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°0'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21°38'27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53°18'09" WEST, 198.9'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2°32'38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41°12'36" WEST, 19.09') TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84°19'07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82°05'51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34°15'24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72°52'18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET TO THE POINT OF BEGINNING.

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

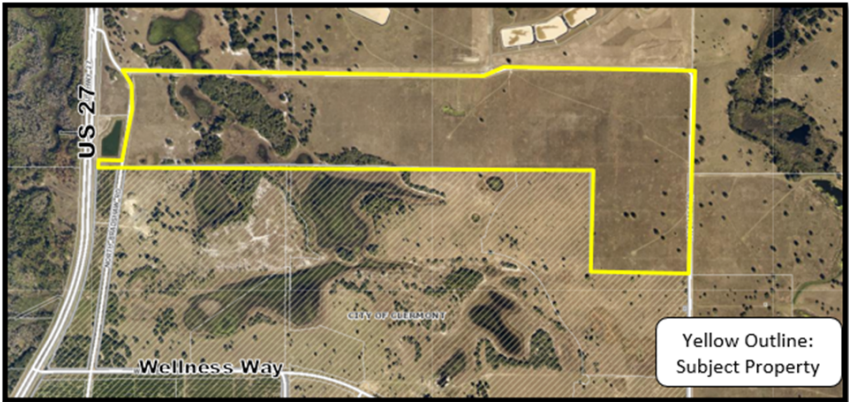
The proposed ordinance may be inspected in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

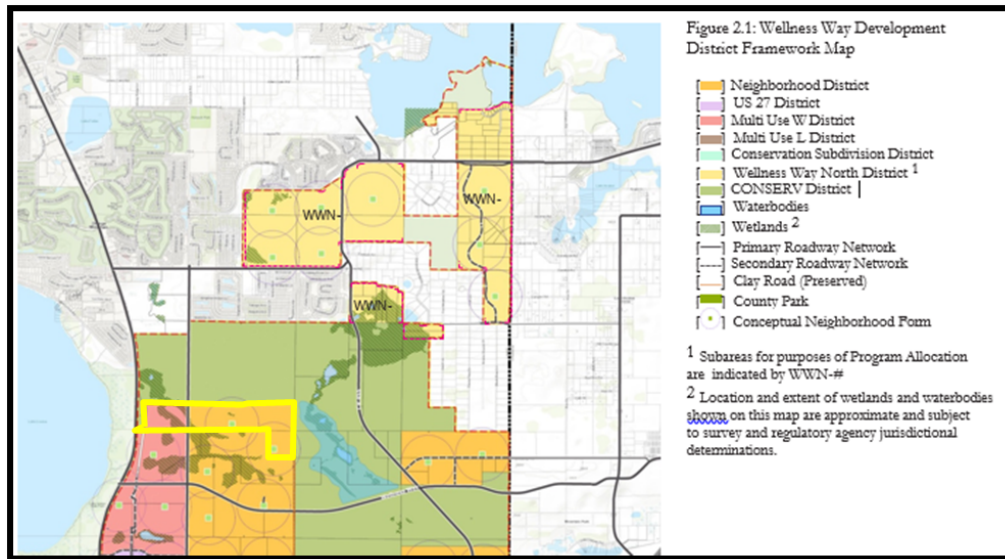
All interested parties will be given an opportunity to express their views on this matter.

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

AGENDA ITEM

Meeting Date	
Tuesday, August 8, 2023	
Agenda Item Name	
Ordinance No. 2023-024 <i>Intro/Transmittal</i> <i>Comprehensive Plan Amendment</i>	
Requested Action	
Recommend transmittal of the comprehensive plan amendment	
Staff Report	
The applicant, VHB, has requested an amendment to the Future Land Use Map. The applicant is requesting the City to designate the property with a future land use category consistent with Land Uses within the Wellness Way Urban Service Area (WWUSA) upon annexation. The subject site is 247 +/- acres in size. The property has historically been used for agricultural purposes. The applicant has three pending requests before the City of Clermont. These include: (1) Annexation, (2) Comprehensive Plan Amendment, and (3) Rezoning to a Planned Unit Development (PUD).	
	
Due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan, this application is being presented to the Planning and Zoning Commission and the City Council to make a recommendation for transmittal. If transmitted, then DEO and other State agencies will review and render their comments prior to a public hearing on the adoption of this amendment. The anticipated adoption hearing will be in October of 2023.	
The property has 2 existing Future Land Use designations in unincorporated Lake County. The western portion, approximately 56 acres, is Multi Use W District, and the eastern portion, approximately 191 acres, is Neighborhood District. The County adopted Wellness Way Future Land Uses identical to the City of Clermont with the goal of having a consistent development plan within the WWUSA.	
The Wellness Way Comprehensive Plan amendment was originally adopted by the City on February 28, 2023 and Lake County on June 6, 2023. Upon annexation, the property will receive the same Future Land Use Designation, Multi Use W District and Neighborhood District, within the City of Clermont as it currently exists in Lake County. The property is outlined in yellow in Figure 2.1.	



The residential density and non-residential capacity for the project will be governed by the City's Comprehensive Plan Policy 2.3.2: Future Land Use Categories Capacity Allocation tables. The applicant has requested a rezoning to a Planned Unit Development requesting up to 699 dwelling units and up to 229,000 square feet of non-residential uses. The City is not recognizing these entitlement numbers at this time. The PUD will be considered by City Council during the adoption phase of the Comprehensive Plan Amendment to ensure that the proposed development density and intensity is in compliance with Policy 2.3.2. In addition, the development standards for the PUD will be required to meet the Wellness Way Design Guidelines that were adopted by the City on June 28, 2022.

The subject property is located entirely within the City of Clermont Utility Service Area and is adjacent to the City limits. The project is located within the City's JPA and ISBA boundaries, and the City can provide adequate public facilities and services. The application is consistent with Objective 2.3, Policy 2.3.1 and 2.3.2, of the City of Clermont Comprehensive Plan. Staff supports the applicant's request for a change from Lake County Multi Use W District and Lake County Neighborhood District to the City of Clermont Multi Use W District and City of Clermont Neighborhood District and recommends transmittal of the comprehensive plan change.

Planning and Zoning Commission recommended 5 -1 to transmit the comprehensive plan amendment.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord. 2023-024 - Lennar Swap CPA (07.18.2023)	Ord. 2023-024 - Lennar Swap CPA (07.18.2023).pdf
2.	Lennar Swap Map	Lennar Swap Map.pdf
3.	WW Before	WW Before.pdf
4.	WW After	WW After.pdf
5.	Justification	Justification.pdf
6.	Swap_CPA_Application_Signed	Swap_CPA_Application_Signed.pdf
7.	Property Record Card	Property Record Card.pdf
8.	Lennar Swap transmittal legal ad	Lennar Swap transmittal legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-024

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3191; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

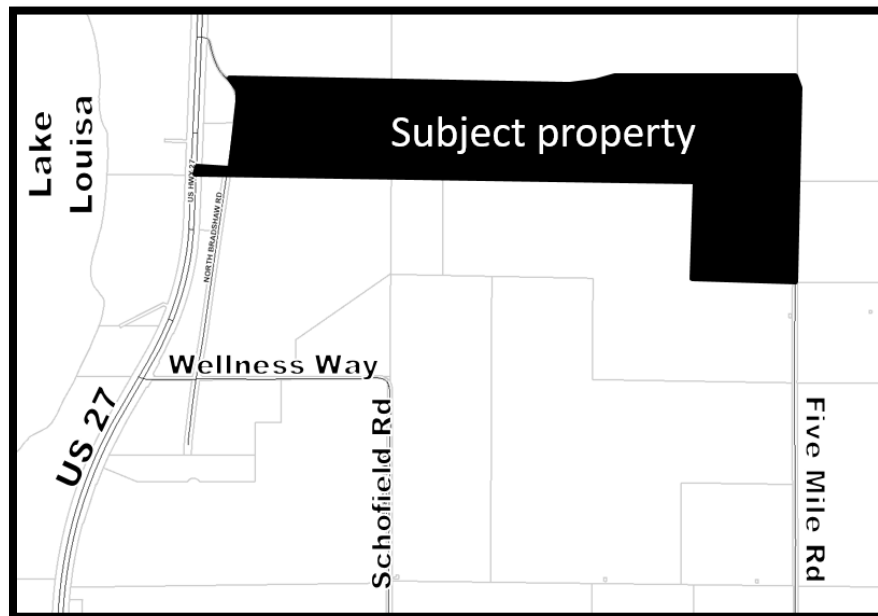


CITY OF CLERMONT
ORDINANCE NO. 2023-024

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE AT BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'11" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15'43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 88°01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56'45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET;

CITY OF CLERMONT
ORDINANCE NO. 2023-024

THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE AT 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.



Location:

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960



CITY OF CLERMONT
ORDINANCE NO. 2023-024

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY MULTI USE W AND NEIGHBORHOOD
TO CITY OF CLERMONT: WELLNESS WAY MULTI USE W AND NEIGHBORHOOD

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: 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 4: 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 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect after a period of thirty days plus one following its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of October 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

Exhibit - Location Map – Lennar Swap Property

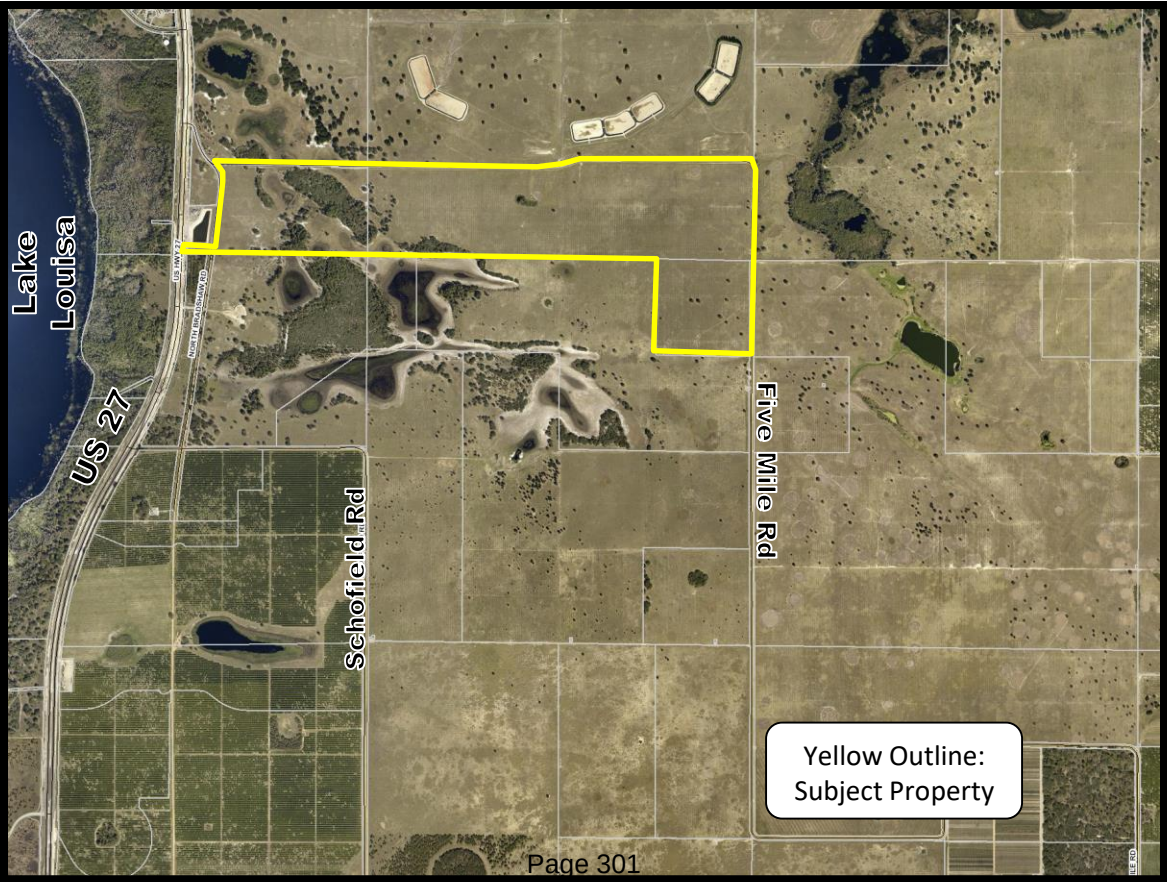


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property

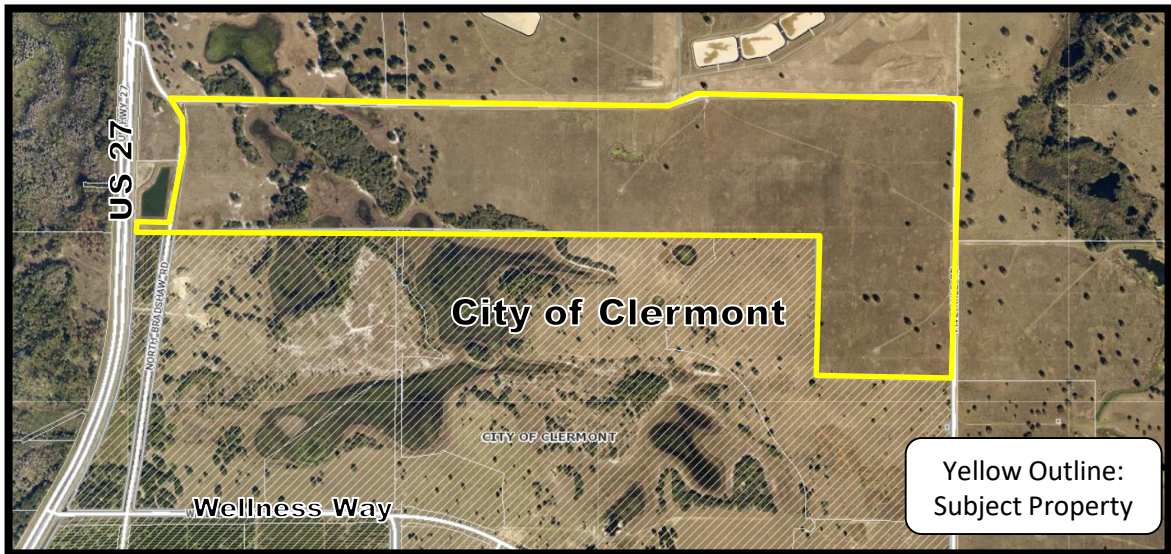
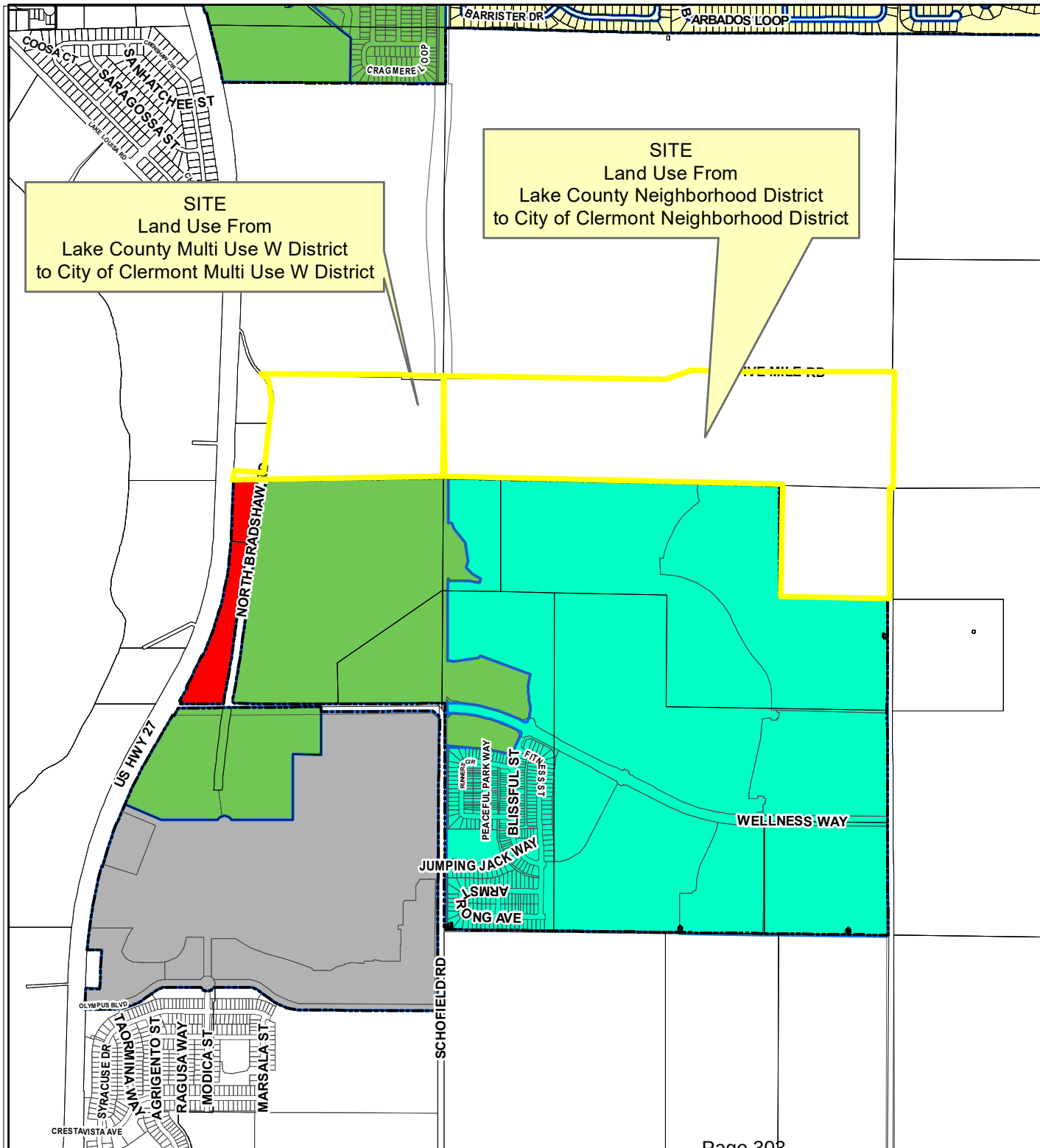


Figure 2.1: Wellness Way Development District Framework Map

- [Orange] Neighborhood District
- [Purple] US 27 District
- [Red] Multi Use W District
- [Brown] Multi Use L District
- [Green] Conservation Subdivision District
- [Yellow] Wellness Way North District ¹
- [Light Green] CONSERV District
- [Blue] Waterbodies
- [Dark Green] Wetlands ²
- [Thick Black Line] Primary Roadway Network
- [Thin Black Line] Secondary Roadway Network
- [Dashed Line] Clay Road (Preserved)
- [Green Square] County Park
- [Star] Conceptual Neighborhood Form

¹ Subareas for purposes of Program Allocation are indicated by WWN-#

² Location and extent of wetlands and waterbodies shown on this map are approximate and subject to survey and regulatory agency jurisdictional determinations.

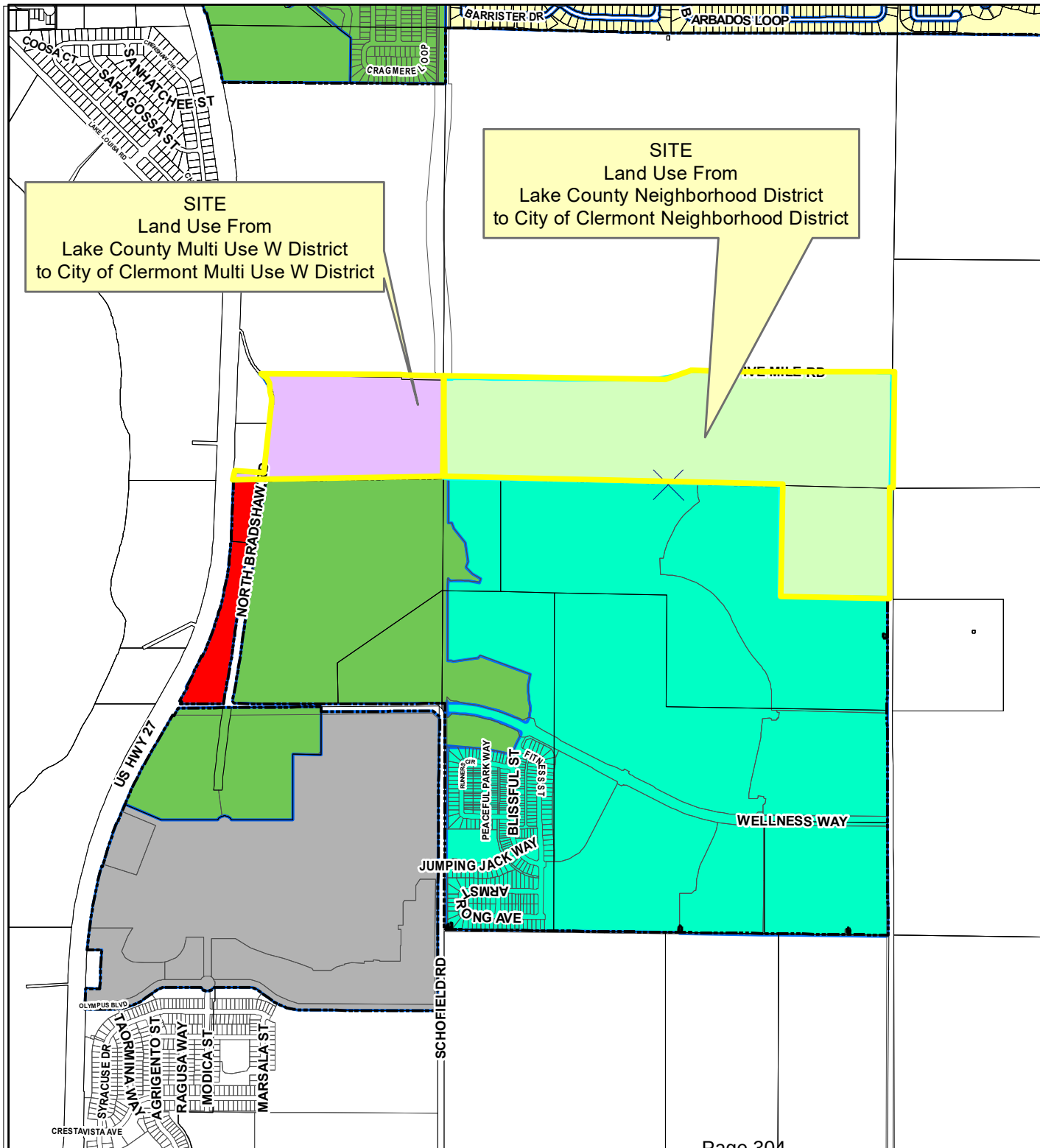


Before

Legend

- City Limits
- CBD CENTRAL BUSINESS DISTRICT
- WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
- CD COMMERCE DISTRICT
- CDD COMMUNITY DEVELOPMENT DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- M-1 INDUSTRIAL DISTRICT
- O-1 OFFICE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- UT URBAN TRANSITION DISTRICT
- AREAS NOT WITHIN THE CITY LIMITS





After

Legend

- City Limits
- CBD CENTRAL BUSINESS DISTRICT
- NEIGHBORHOOD DISTRICT
- MULTI USE W DISTRICT
- WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
- CD COMMERCE DISTRICT
- CDD COMMUNITY DEVELOPMENT DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
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- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- UT URBAN TRANSITION DISTRICT
- AREAS NOT WITHIN THE CITY LIMITS



Swap Property PUD

PREPARED FOR

Lennar
6675 Westwood Blvd
5th Floor
Orlando, FL 32821

PREPARED BY



225 E. Robinson Street
Suite 300
Orlando, FL
407.839.4006

July 2022

Introduction

This requested comprehensive plan map amendment is for 247.25± acres located within the Wellness Way Area Plan (WWAP) in southeast Lake County (see **Figure 2**). As shown in **Figure 1**, the subject property is east of US 27, with Five Mile Road running along the north and east boundary. The Wellness Way Area Plan was established in 2016 to address growth demands for an area that is identified as having significant economic development potential for Lake County. The overall WWAP boundary generally encompasses approximately 15,000 acres lying between US 27 and State Road 429 (SR 429). Wellness Way is envisioned as a mixed-use area with flexible land uses allowing employment, residential, institutional, agriculture and Wellness/Green Space.

Since the 2016 approval, an Implementation Plan was created to develop a comprehensive economic development and branding strategy that achieves the desired employment and housing mix. The Implementation Plan assisted in the revisions of the Wellness Way, Goals, Objectives, and Policies that was recently adopted in the City's Comprehensive Plan. Per the adopted Wellness Way policies, the subject property is designated with two future land use categories (FLUC) – Multi-Use and Neighborhood on the Wellness Way Development District Framework Map (see **Figure 3**). The Multi-Use FLUC is intended to the primary concentration of employment and non-residential uses in Wellness Way. There are two Multi-Use Districts, Multi-Use W District and Multi-Use L District; the subject property is within the Multi-Use W District which is centered on the intersection of Wellness Way and US 27. The Neighborhood FLUC is intended to support lower density neighborhood development outside the boundaries of Wellness Way's community and employment centers in the US 27 and Multi-Use Districts. This is the largest district and requires flexibility in design to accommodate neighborhood and housing types for many market segments. The proposed Preliminary PUD plan is based on the design principles listed in the Wellness Way Design Guidelines.

With the following Statement of Justification, we submit the request is consistent with the City of Clermont's Comprehensive Plan and is compatible with the surrounding development approvals of the neighborhood.

History and Background

The Wellness Way Remedial Comprehensive Plan Amendment adopted by Lake County in January 2016 serves as the foundation for policy initiatives and plan strategies. The WWAP is a set of goals, objectives and policies that are adopted by both the City and Lake County. This will help ensure that all development within the Wellness Way area will have cohesive design. Additionally, the City and County have an approved Joint Planning Area (JPA) and an Interlocal Service Boundary Agreement (ISBA) that address how the two municipalities will coordinate the approval

of new development and the delivery of services to the area. The ultimate goal is to have a consistent set of policies and standards implemented between the two local governments.

Proposed Action

The applicant proposes a Future Land Use Map (FLUM) amendment to change the current County Wellness Way 1 and Wellness Way 4 designation to Wellness Way Neighborhood FLUC for the Subject Property. The anticipated use is for a mixed use development consisting of up to 700 residential units and approximately 230,000 square feet of non-residential use.

Figure 1. Neighborhood Aerial



Figure 2. Site Aerial

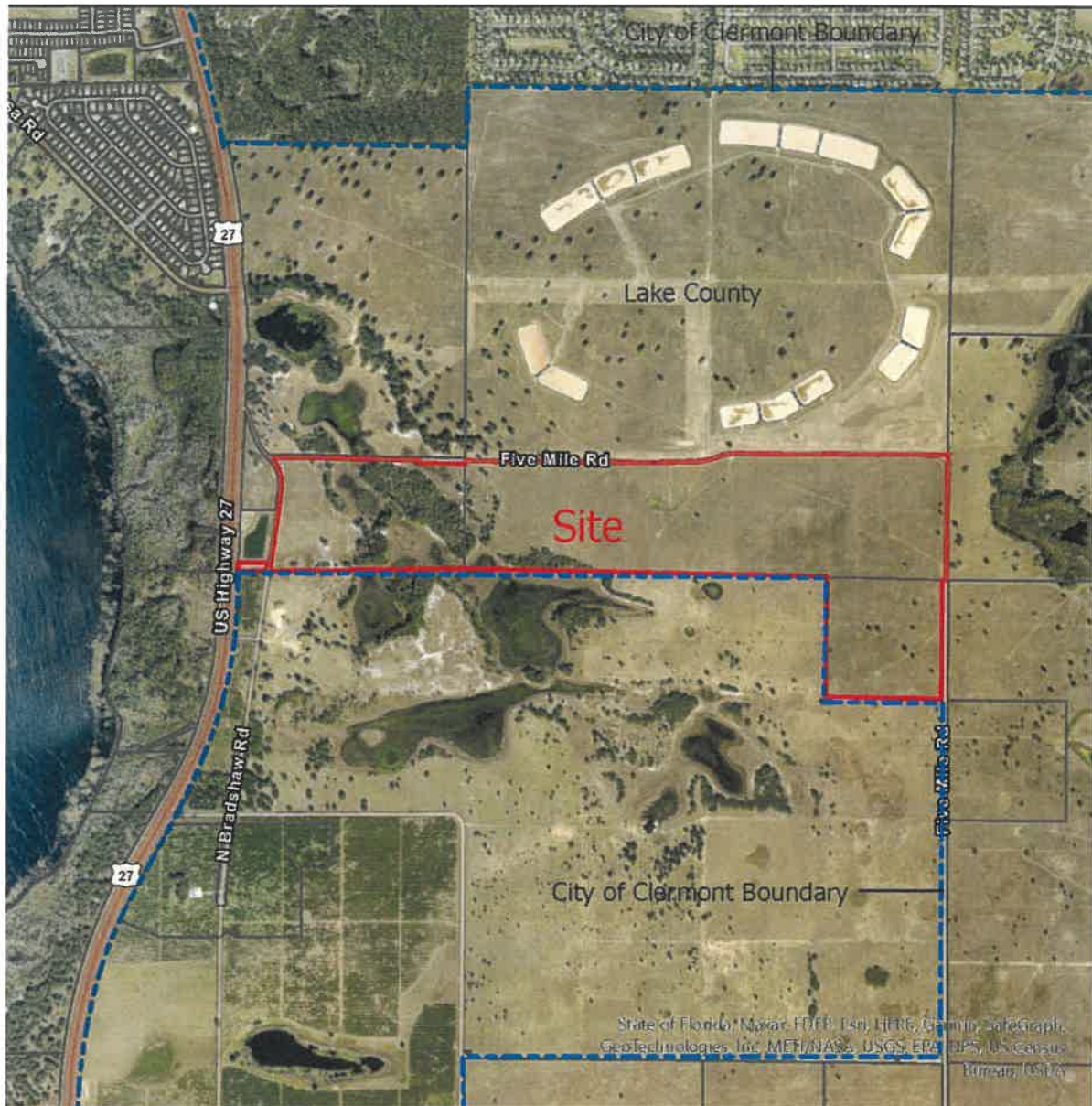


Figure 3. Current Future Land Use

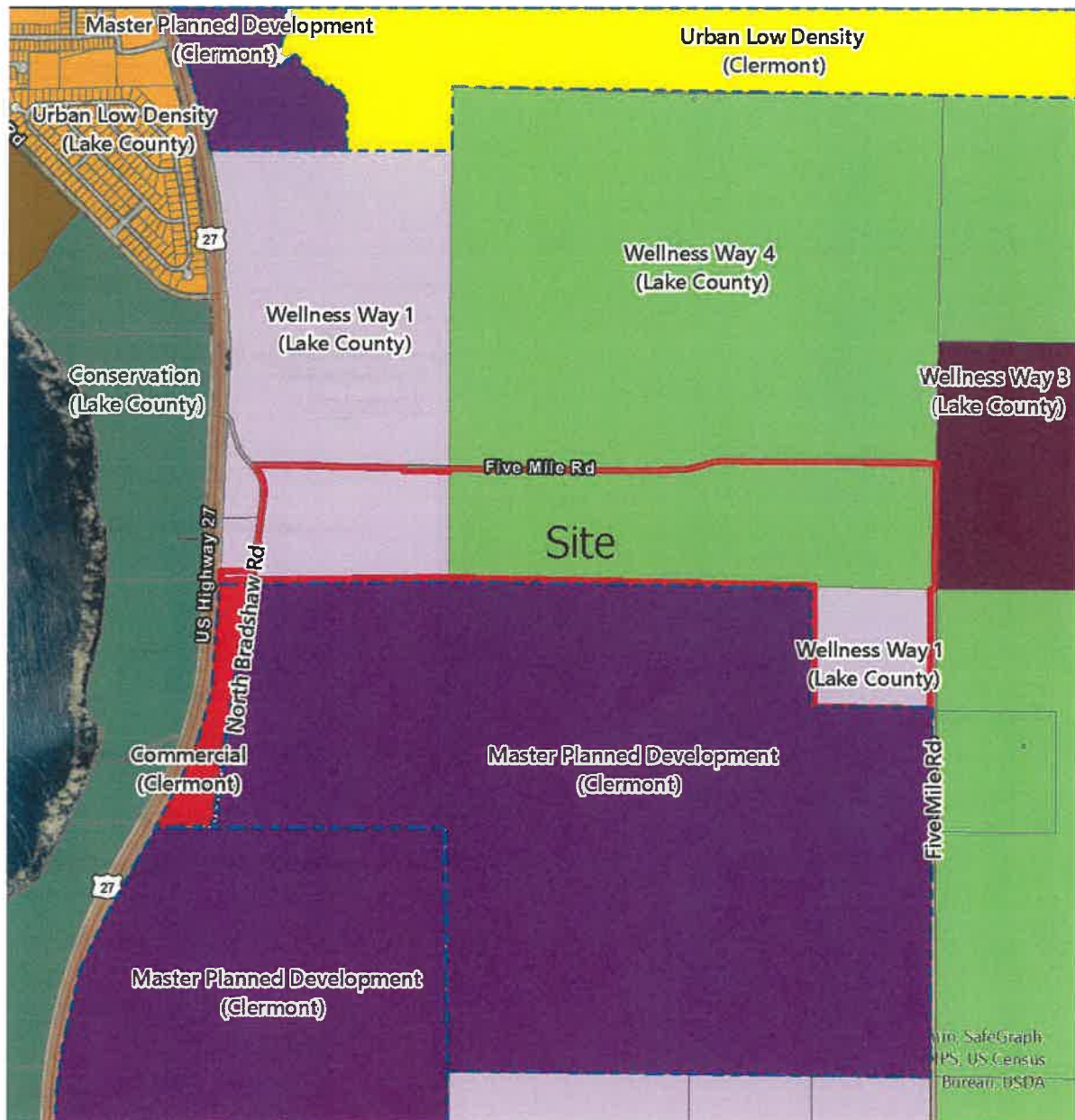
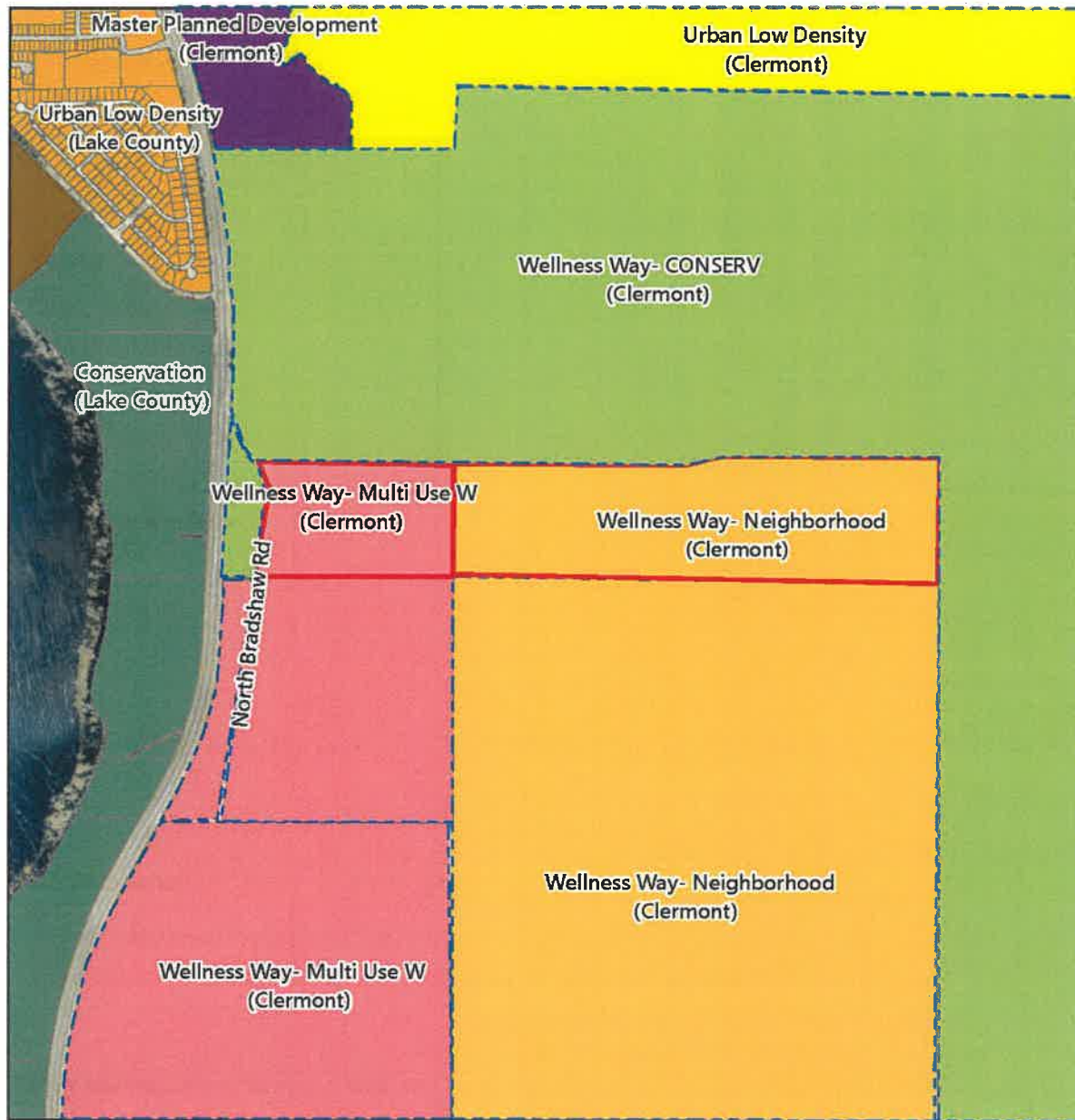


Figure 4. Proposed Future Land Use



Consistency with the Comprehensive Plan

The requested map amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan. A review of the City of Clermont's Comprehensive Plan has been conducted. Relevant goals, objectives and policies have been identified below (italicized) and a brief statement regarding consistency of the proposed amendment has been provided.

Objective 1.1: ***Discourage Urban Sprawl.** The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.*

Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water

The Subject Property is located within the JPA Boundary. Concurrently with this FLUM amendment application, an annexation and a PUD rezoning application will be processed. As part of that process a Developer's agreement outlining the provision for public facility service to support the proposed PUD.

GOAL 2: *To create a long-term master plan for the wellness way area which promotes significant economic development while encouraging fiscally efficient and well- balanced development patterns that minimize environmental impacts and leverage existing resources.*

Objective 2.1: ***Significant Initiatives of Wellness Way.** The City shall pursue the following initiatives:*

- *Job creation and economic development*
- *Regional transportation connectivity*
- *Creation of the wellness corridor/recreation/open space network*
- *Promotion of recreation and healthy living*
- *Water smart approaches*
- *Preservation of scenic resources including topography*
- *Health and wellness community development*

Policy 2.1.1: *To achieve these initiatives, these Goals, Objectives and Policies (GOPs) specifically address the unique conditions of Wellness Way. It is paramount for these GOPs to be flexible for the long-term horizon of development in Wellness Way. Further, to provide predictability, there are six (6) future land use categories (FLUC) as described below:*

- A. Multi Use*
- B. US 27*
- C. Neighborhood*
- D. Wellness Way North*
- E. Conservation Subdivision*
- F. Water Conserv II*

These six future land use categories are depicted on the Future Land Use Map. The Map will also identify the five proposed arterial roadways that make up the primary roadway network. Final primary roadway alignments may be determined in the Planned Unit Development (PUD) process or through an independent alignment study.

The application request is to change the current FLUM designation from Lake County Wellness Way 3 to City of Clermont Neighborhood and Multi-Use W District. As described earlier, the application proposes a mixed-use development of up to 700 residential units, approximately 230,000 square feet of non-residential uses and a 20-acre public facilities area that will include an elementary school and utility tract. The proposed density and intensity follow the WWAP Design Guidelines.

Policy 2.3.1: Future Land Use Categories

The following six future land use categories, as depicted on the Future Land Use Map, are intended to provide for a broad range of compatible and complimentary uses including employment, housing, recreation, agriculture and conservation uses. The general purpose of each category is described below. Specific allowable uses shall be provided for in the implementing development regulations, design guidelines and standards.

- A. The **Multi-Use FLUC** is intended to be the primary concentration of employment and non-residential uses in Wellness Way. There are two distinct Multi-Use Districts. The Multi-Use W District is centered on the intersection of Wellness Way and US 27. The Multi-Use L District, supporting increased options for logistics and distribution, occurs at the planned County Road 455 and the Lake-Orange Connector expressway.*
- C. The **Neighborhood FLUC** is intended to support lower density neighborhood development outside the boundaries of Wellness Way's community and employment centers in the US 27*

and Multi-Use Districts. This is the largest district and requires flexibility in design to accommodate neighborhood and housing types for many market segments.

As previously described the subject property is designated with both the Multi-Use and Neighborhood FLUC. The proposed PUD will follow with the land allocation requirements and development standards for each district.

Policy 2.3.2: Future Land Use Categories Capacity Allocation

Development potential within Wellness Way shall be determined utilizing the "Maximum Capacity Allocation Table." The capacity calculations provided in the "Maximum Capacity Allocation Table" determine the maximum number of residential units that can be constructed within a PUD, and the minimum amount of non-residential acreage that must be set aside within the PUD. Regardless of the actual buildable densities and intensities (see Policy 2.3.3 for density and intensity calculations), the MAXIMUM number of residential units within a PUD cannot exceed the capacity calculations provided in the "Maximum Capacity Allocation Table." Similarly, the set asides for non-residential uses cannot fall below the MINIMUM capacity determined utilizing the "Maximum Capacity Allocation Table." "Capacity" is calculated utilizing "net acres" (gross acres minus wetland acres minus water body acres).

All net acreage within Wellness Way shall be allocated to one of three categories according to the table below:

- 1. Open Space: Lands comprising the Wellness Space and Green Space areas*
- 2. Center: Area for required non-residential uses and associated residential uses*
- 3. Residential: Area of residential uses*

Future Land Use Category	Open Space Minimum	Residential Maximum	Center Minimum
<i>Neighborhood</i>	30%	65%	5%
<i>Multi-Use</i>	30%	50%	20%

Each upland acre regardless of tier designation shall receive an allocation of residential capacity and be required to set aside non-residential acreage according to the figures provided below, with the exception of existing PUDs, which maintain their current entitlements until such time as a PUD is approved.

Future Land Use Category	Maximum Capacity / Net Residential Acre	Minimum FAR / Net Non-Residential Acre
<i>Neighborhood</i>	3.60 (du) ¹	0.30
<i>Multi-Use</i>	8.00 (du)	0.20

¹This does not include potential right-of-way density bonuses (Policy 2.8.1).

**The maximum capacity for the neighborhood district may be enhanced up to 20%, using one or more of the following:*

1. *An extraordinary upfront capital contribution to off-site public infrastructure within Wellness Way including, but not limited to:*
 - a. *Public parks*
 - b. *Public open space*
 - c. *Public trail system*
 - d. *Water Conserv ii trail system*
 - e. *Bike/pedestrian bridge of US 27*
2. *Transfer of density from Conservation Subdivision District or Wellness Way North District via a final PUD.*

Any proposed enhancement to the maximum capacity of the neighborhood district is not a right granted by this policy but must be proffered at the time of consideration of the PUD. The proposed maximum capacity enhancement shall be evaluated based on achieving the goal and objectives of the Wellness Way Area Plan.

The proposed PD development program follows the requirements of the capacity allocation and maximum capacity tables. A density bonus is requested for the Neighborhood District; a specific off-site capital contribution shall be negotiated with the City.

Policy 2.3.4: Future Land Use Categories Density and Intensity Calculations

Within Wellness Way, density and intensity calculations provide guidelines for the construction of residential units and non-residential square footage. Density and intensity calculations do not determine the total number of residential units and non-residential square footage allowed; those calculations are referred to as "capacity" and are provided in Policy 2.3.2. Densities and intensities are calculated utilizing "net buildable acres" (Gross acres minus wetland acres minus water body acres minus designated open space, see Policy 2.3.9 for open space guidelines) within the building footprint for that land use type (residential vs. non-residential). The total number of residential units within a PUD cannot exceed the maximum residential capacity calculation as indicated in Policy 2.3.2.² The minimum and maximum net density and intensity for any development site within a PUD is set by the following table.

² *This does not include potential right-of-way density bonuses (Policy 2.8.1).*

<i>Density/Intensity Tier</i>	<i>Minimum Density/ Net Buildable Acre</i>	<i>Maximum Density/ Net Buildable Acre</i>	<i>Minimum Average FAR</i>	<i>Maximum Average FAR</i>
<i>Tier A</i>	<i>6.00 (du)</i>	<i>25.00 (du)</i>	<i>0.25</i>	<i>2.00</i>
<i>Tier B</i>	<i>3.00 (du)</i>	<i>20.00 (du)</i>	<i>0.25</i>	<i>2.00</i>
<i>Tier D</i>	<i>2.00 (du)</i>	<i>10.00 (du)</i>	<i>0.15</i>	<i>2.00</i>

The proposed development program for the PUD is within the minimum and maximum density and intensity requirements listed in the Future Land Use Category Density/Intensity Tier Summary Table. The subject property is within Tiers A, B and D.

Policy 2.3.6: Urban Form Guiding Principles. *Wellness Way is envisioned as a mixed-use area proximate to arterial thoroughfares. Land uses are intended to be flexible allowing employment, residential, institutional, agriculture and Wellness/Green Space. The following are the urban form guiding principle:*

- A. The overall community is intended to include a mix of uses that integrate residential, non-residential and open space networks. The overall Framework Plan and standards were developed to ensure the desired percentage distribution of uses within Wellness Way.*
- B. An interconnected Wellness/Green Corridor network including a trail system to reach destinations within Wellness Way such as Centers, schools, parks as well as neighborhoods.*
- C. Plan for and implement regional roadway connectivity as generally depicted on the Future Land Use Map.*
- D. An emphasis on complete streets and multi-modal facilities (bike trails, on-street parking, enhanced pedestrian environments).*
- E. A green strategy considering a balance of development, preservation, energy, conservation and water conservation.*
- F. School centered development pattern with a co-located neighborhood park and connectivity to the Wellness Corridor network for each school.*
- G. Neighborhood scale development based upon a pedestrian orientation with neighborhood centers/parks as the center of the neighborhood to create neighborhood identity and place.*
- H. Allow interim and/or permanent agricultural uses.*
- I. All development will adhere to dark sky standards.*

These guiding principles shall be specifically demonstrated in all PUDs.

It is anticipated that offsite utility and transportation improvements will be needed due to the impacts of the proposed development. A developer's agreement outlining the specific commitments will be processed with the PUD rezoning application.

Policy 2.3.10: Minimum Wellness and Green Space Allocation

All PUDs will identify and reserve 20% of the net acres as Wellness Space and 10% of the net acres as Green Space. Wetlands and water bodies cannot be counted towards a PUD's Wellness Space or Green Space allocation, with the exception of water bodies that are completely surrounded by uninterrupted Wellness Space, in which case, up to 25% of the water body may be counted towards the Open Space requirement. A 50-foot-wide continuous upland buffer is required around all wetlands and waterbodies counted towards Open Space.

The proposed PUD provides the required Green Space and Wellness Space as listed in Policy 2.3.10.

Policy 2.4.1: Primary Roadway Network

System-wide transportation capacity within Wellness Way shall be achieved through the design and development of an interconnected, multi-modal roadway network with appropriately spaced and properly sized roadway, pedestrian, bicycle, transit and alternative vehicular components.

Planned Unit Developments (PUD) shall be generally consistent with the primary roadway network identified on the Framework Map and as listed below. Any deviations from the number and location of primary roadways identified on the Framework Map shall not deteriorate the high level of interconnectivity within the Urban Service Area's network. Deviations to a significant extent are possible to protect environmentally sensitive lands so long as the continuity of the network and each of the multimodal features for that facility are maintained.

Primary Roadway Network

- a. Wellness Way from US 27 to the Orange County Line*
- b. Hancock Road from Wellness Way to Hartwood Marsh Road*
- c. Schofield Road from the intersection of Wellness Way and Hancock Road to the Orange County Line*
- d. CR 455 Extension from Hartwood Marsh Road to Sawgrass Bay Boulevard*

Each PUD shall be required to assess its proportionate share of roadway impacts to the Primary Roadway Network, as well as impacts to US 27 and Hartwood Marsh Road. The findings of this assessment shall be used as the basis for mitigating transportation impacts in a Roadway/Transportation Impact Fee Credit Agreement with Lake County.

A portion of the Hancock Road extension from Wellness Way to Hartwood Marsh is depicted on the PUD master plan. A traffic study is in process and will be submitted for review during the PUD application process.

Policy 2.5.2: Identification and Preservation of Wetlands and Water Bodies

Wetlands and water bodies shall be delineated during the PUD process. The types, values, functions, sizes, conditions and locations of wetlands within the planning area, shall be determined through on-site studies and field verification as the primary data source conducted by qualified professionals in accordance with state and federal regulations, guidelines and procedures. The existing wetland systems have several important functions, including flow of water (lakes are connected by waterways

and streams), and habitat for plants and wildlife. Wetland impacts shall be carefully planned so as to avoid inordinate impacts to the wetlands system.

A mandatory minimum setback of 50 feet from all jurisdictional wetland lines shall be established in the PUDs, and a minimum 50-foot-wide buffer shall apply to all retained isolated and non-isolated wetlands, and rivers and streams, except where the required buffer makes a lot unbuildable, in which case a variable buffer consisting of a minimum width of 15 feet and average width of 50 feet shall be provided.

Wetlands are shown and identified on the proposed PUD plan, with wetland buffers shown. No impacts are being proposed at this time.

Policy 2.6.1: Identification of Water Supplies

All new development shall connect to non-potable sources of water, such as reclaimed water, for landscape irrigation, when available. The availability of, and requirement to connect to, Alternative Water Supplies, including reclaimed water, will be determined during the PUD approval process unless the use of water from other water sources is authorized by the St. Johns River Water Management District pursuant to part II of the Chapter 373, F.S.

Along with the FLUM Amendment and PUD rezoning application, an annexation application will be processed concurrently which will require the project to be served by City of Clermont utilities. The project will connect to all water sources as required by the SJWMD and the City of Clermont LDC.

Policy 2.6.2: Potable and Re-Use Water Facilities

PUDs within Wellness Way shall include an analysis of potable and re-use water demand required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

Through early coordination with City Staff, the proposed PUD master plan shows a utility tract that will be conveyed as required. A public facilities analysis will be submitted during the PUD analysis.

Policy 2.6.3: Sanitary Sewer Facilities

PUDs within Wellness Way shall include an analysis of sanitary sewer demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such facilities. If it

is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

Through early coordination with City Staff, the proposed PUD master plan shows a utility tract that will be conveyed as required. A public facilities analysis will be submitted during the PUD analysis.

Policy 2.6.4: Solid Waste Services

PUDs within the Wellness Way shall include an analysis of solid waste collection demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such services.

A public facilities analysis will be submitted during the PUD analysis.

Policy 2.6.5 Parks and Trails Facilities

PUDs within Wellness Way shall include an analysis of parks and trails required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that one or more publicly dedicated park sites within the proposed PUD are needed to accommodate projected impacts, then conditions shall be provided within the PUD approval to ensure that those sites are conveyed with the development of the phase of the project. The Framework Map and Design Guidelines and Standards shall be used as a guide to provide parks and trails facilities within the Wellness Way area.

Trails within a proposed PUD that serve as a component of the multi-modal mobility system shall be identified as part of the PUD process. Conditions for the conveyance of the right-of-way required for such trails shall be established in the PUD approval

Pedestrian facilities, including a trail is planned within the PUD master plan. The trail shall connect to the Wellness Way trail system.

Policy 2.6.6: Provision of Educational Facilities

All PUDs within Wellness Way shall include an analysis of impacts to public schools and, when necessary, include mitigation conditions consistent with the policies and procedures identified in the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA). If it is determined that one or more school sites within the proposed PUD are needed to accommodate projected impacts, then those sites shall be consistent with the PSFE's School Facility Siting objective and policies.

PUDs shall analyze the impacts of the future residential land uses on public schools and identify the facilities needed. The City shall act in accordance with Objective 1.7 and associated policies of the Intergovernmental Coordination Element of this Comprehensive Plan when coordinating with the Lake County School Board.

In addition to the PSFE's school facility siting objective and policies, the public school siting provisions of Sections 333.03 and 1013.36, F.S., and the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA) shall be followed when identifying and dedicating public school sites.

Future school sites shall be suitable for development as a public school and have the ability to be served with the necessary infrastructure, such as the following: potable and non-potable water, sanitary sewer, electrical power, high-speed internet service and transportation facilities.

When it is not possible to avoid soil conditions on a public school site that would require remediation in order to permit vertical construction, such remediation will be included in the applicant's capital improvements plan for mitigation of the impacts on public schools.

Coordination with Lake County Schools has started and one (1) elementary school site is shown on the proposed PUD master plan.

Objective 2.8 Implementation

To develop a straightforward, predictable and efficient process for the preparation, review and approval of Planned Unit Developments (PUDs) and subsequent development approvals within Wellness Way.

Policy 2.8.1: Planned Unit Developments (PUDs)

Development within Wellness Way shall be accomplished utilizing the adoption of Planned Unit Developments (PUDs). Each PUD shall be developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained within the City of Clermont Comprehensive Plan and the Wellness Way Goal, Objectives and Policies.

Each PUD shall be evaluated to determine that adequate facilities and services are or will be available at the time of development. Where facilities or services are determined to be deficient, the developer(s) shall have the option of entering into a funding agreement with Lake County, the City of Clermont and/or Lake County School Board to correct any deficiency and allow development to proceed. All development in the PUD will be served by central sewer and water service.

The proposed PUD is designed following the Wellness Way Area Plan Standards and Design Guidelines.

Policy 2.9.1: Funding Mechanisms for Regional Infrastructure

Each PUD shall identify the revenue sources implementable by county or City ordinance (or by resolution of a dependent district created by City ordinance) to provide essential regional infrastructure including transportation, public safety and park improvements required to implement the economic development uses incorporated in the PUD. A density bonus of two (2) dwelling units per acre may be granted to a PUD for right-of-way donated for arterial or collector roads.

Given the unique nature of the existing land ownership patterns, much of the Wellness Way Roadway Network will require acquisition of road right-of-way from CONSERV. Any funding provided by a landowner/developer to the County for acquisition of road right-of-way, including ponds, easements, and trails, may also be eligible for a density bonus of two (2) dwelling units per acre in addition to transportation impact fee credits.

Compatibility with Surrounding Land Uses

North: The area to the north is owned by Orange County and the City of Orlando for the Water Conserv II reuse project; the area is used for rapid infiltration basins (RIBs). This property is within the WWAP boundary and designated as CONSERV District on the future land use map. The proposed PUD is designed with proper buffering for the future development.

East: To the east of the subject property is additional Conserv District area.

South: The original Wellness Way PUD is located along the southern boundary of the subject property. This PUD was approved by the City of Clermont prior to the adoption of the WWAP GOPs and Design Guidelines and Standards. The uses located in this area include residential on the east side of the proposed Hancock Road extension and non-residential uses. The proposed PUD is designed with similar uses in this area.

West: North Bradshaw Road is located along the west boundary of the subject property. This land is also owned by Orange County and City of Orlando and designated CONSERV District.

Conclusion

This proposed Future Land Use Map Amendment is consistent with the County's Comprehensive Plan. This proposed project will help achieve the WWAP ultimate goal and kick start economic development in the area. Additionally, planned roadway improvements are able to be achieved at a quicker rate with the development of the proposed project. The proposed mixed-use development will provide additional housing opportunities and neighborhood services for current and future residents of the area.

An application for voluntary annexation is concurrently submitted with this application for FLUM amendment. Additionally, a PUD rezoning application will be submitted and processed concurrently with this FLUM amendment application. The proposed PUD will adhere to the PUD Approval Process as outlined in Section 1.5 of the WWAP Design Guidelines and Standards.

Therefore, we respectfully request the Local Planning Agency recommend approval to the City of Clermont City Council and that the City Council approve this request for a Large Scale Comprehensive Land Use Plan Amendment to change the future land use designation of the Subject Property from Wellness Way 3 to Neighborhood District and Multi-Use W District.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Lennar Swap PUD

Applicant: VHB

Contact Person: Erika Hughes

Address: 225 E Robinson St, Suite 300

City: Orlando State: FL Zip: 32801

Phone: 407.893.4769 Fax: _____

E-Mail: ehughes@vhb.com

OWNER: please see attached owners' list

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: East of US 27, South of Five Mile Rd, North of Schofield Rd, West of Five Mile Rd

Legal Description (include copy of survey): please see attached

Property size (in acres or square feet): 247.25 AC

Flood hazard area (yes) _____ and approx. acreage _____ (no)^x _____

Existing (Actual) Land Use: Vacant

Existing Zoning: A & R-6 (Lake County)

Existing Future Land Use: Wellness Way 1 & Wellness Way 4

Proposed Future Land Use: Wellness Way Neighborhood District & Multi Use W District

Type of development proposed: Mixed-use development of up to 700 residential units, an elementary

or K-8 school site, and future center development that will contain a mix of uses.



Proposed density (dwelling units/acre) or intensity: per Comp Plan Policy 2.3.2 & Policy 2.91

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Following the recent adoption of the Wellness Way area comprehensive plan policies, the overall request is to annex the property in to the City of Clermont, request a Comprehensive Plan Amendment to apply Wellness Way Neighborhood District and Multi Use W District, consistent with the WWAP. Request a PUD rezoning for the project proposing development standards meeting the intent of the Wellness Way Design Guidelines.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Erika Hughes, who being

by me first duly sworn on oath, deposes and says:

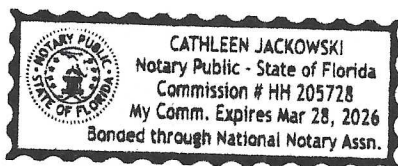
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from WellnessWay1 & WellnessWay4 to WW Neighborhood District/Multi Use W District for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

ERIKA HUGHES
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26th day of July, 2022.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 3/28/2026



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Thomas H. Brown, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from WellnessWay1 & WellnessWay4 to WW Neighbourhood District/Multi Use W District for the property legally described on the attachment of this application.
3. That the owner of said property has appointed VHB- Erika Hughes to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Thomas H. Brown
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 27 day of May, 2022

X Patrice Campitelli
Notary Public, State of Florida at Large

My Commission Expires: 11/9/24



Patrice Campitelli
Notary Public
State of Florida
Comm# HH061830
Expires 11/9/2024

PROPERTY RECORD CARD

General Information

Name:	SOUTH LAKE CROSSINGS IV LLC &	Alternate Key:	3926960
Mailing Address:	527 MAIN ST WINDERMERE, FL 34786 Update Mailing Address	Parcel Number: ⓘ	13-23-25-0900-049-00000
		Millage Group and City:	0003 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	FIVE MILE RD CLERMONT FL, 34714 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	MONTE VISTA PARK FARMS PB 2 PBG 27 SEE 16-23-26 BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, RUN SOUTH 89-16-46 WEST ALONG THE SOUTH LINE OF SOUTHEAST 1/4 A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY 27, NORTH 02-16-40 EAST ALONG SAID EAST RIGHT OF WAY LINE 97.09 FEET, NORTH 89-52-47 EAST 357.09 FEET TO A POINT ON THE EAST LINE OF BRADSHAW ROAD, THENCE ALONG SAID EAST LINE NORTH 08-31-11 EAST 108.76 FEET, NORTH 08-04-22 EAST 203.58 FEET, NORTH 07-32-08 EAST 301.61 FEET, NORTH 08-01-59 EAST 100.03 FEET, NORTH 06-13-32 EAST 99.03 FEET, NORTH 01-53-26 WEST 106.21 FEET, NORTH 17-53-10 WEST 101 FEET, NORTH 32-15-43 WEST 124.94 FEET, NORTH 25-06-36 EAST 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD, THENCE RUN ALONG SAID SOUTH LINE SOUTH 88-38-57 EAST 193.29 FEET, NORTH 89-50-32 EAST 154.07 FEET, SOUTH 88-57-53 EAST 597.94 FEET, SOUTH 89-04-13 EAST 1648.76 FEET, SOUTH 89-10-22 EAST 300.67 FEET, SOUTH 89-29-11 EAST 299.23 FEET, SOUTH 89-35-06 EAST 500.01 FEET, SOUTH 89-37-32 EAST 399.93 FEET, SOUTH 88-36-09 EAST 100.54 FEET, NORTH 87-01-31 EAST 99.52 FEET, NORTH 88-41-15 EAST 389 FEET, NORTH 75-39-41 EAST 180.49 FEET, NORTH 70-38-01 EAST 85.81 FEET, NORTH 75-47-42 EAST 48.13 FEET, NORTH 84-56-34 EAST 22.09 FEET, THENCE RUN SOUTH 00-18-54 WEST 47.05 FEET, SOUTH 89-41-06 EAST 40 FEET, NORTH 00-18-54 EAST 50 FEET TO THE SOUTH MAINTAINED LINE OF 5 MILE ROAD, RUN SOUTH 89-19-15 EAST 248.15 FEET, SOUTH 89-51-57 EAST 200.19 FEET, SOUTH 89-48-55 EAST 196.42 FEET, SOUTH 89-25-54 EAST 201.34 FEET, NORTH 89-56-45 EAST 301.13 FEET, SOUTH 89-48-02 EAST 400.83 FEET, SOUTH 88-41-42 EAST 100.78 FEET, NORTH 89-48-54 EAST 197.56 FEET, SOUTH 89-50-13 EAST 304.21 FEET, SOUTH 83-05-13 EAST 97.81 FEET, SOUTH 60-30-46 EAST 47.74 FEET, SOUTH 43-04-26 EAST 62.59 FEET, SOUTH 04-59-22 EAST 80.69 FEET, SOUTH 02-24-26 WEST 404.28 FEET, SOUTH 00-32-02 WEST 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 23 SOUTH RANGE 26 EAST, NORTH 88-49-23 WEST ALONG SAID NORTH LINE 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 5 MILE ROAD, THENCE SOUTH 00-19-09 WEST 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, THENCE RUN NORTH 89-00-54 WEST 1290.91 FEET TO THE SOUTHWEST CORNER OF THE		

NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22,
THENCE RUN NORTH 00-20-55 EAST ALONG THE WEST LINE OF
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 A DISTANCE
OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST
1/4 OF THE NORTHEAST 1/4 OF SECTION 22, NORTH 88-49-23 WEST
3969.87 FEET TO THE POINT OF BEGINNING--LESS ROAD RIGHT OF
WAY--IN SECTIONS 15, 16, 22 TOWNSHIP 23 SOUTH RANGE 26 EAST
ORB 5630 PGS 1595 PG 1599

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	215.380	Acre	\$350.00	\$3,876,840.00
2	WETLAND (9600)	0	0		35.100	Acre	\$0.00	\$1,580.00

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5630 / 1599	01/2021	Misc Deed/Document	Unqualified	Vacant	\$0.00
5630 / 1595	12/2020	County Deed	Unqualified	Vacant	\$0.00

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

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 CERTIFIED VALUES.

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

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$3,878,420	\$76,963	\$76,963	5.0529	\$388.89
SCHOOL BOARD STATE	\$3,878,420	\$76,963	\$76,963	3.5940	\$276.61
SCHOOL BOARD LOCAL	\$3,878,420	\$76,963	\$76,963	2.9980	\$230.74
LAKE COUNTY WATER AUTHORITY	\$3,878,420	\$76,963	\$76,963	0.3229	\$24.85
ST JOHNS RIVER FL WATER MGMT DIST	\$3,878,420	\$76,963	\$76,963	0.2189	\$16.85
LAKE COUNTY MSTU STORMWATER	\$3,878,420	\$76,963	\$76,963	0.4957	\$38.15
LAKE COUNTY MSTU AMBULANCE	\$3,878,420	\$76,963	\$76,963	0.4629	\$35.63
LAKE COUNTY VOTED DEBT SERVICE	\$3,878,420	\$76,963	\$76,963	0.0918	\$7.07
LAKE COUNTY MSTU FIRE	\$3,878,420	\$76,963	\$76,963	0.5138	\$39.54

Total:	Total:
13.7509	\$1,058.33

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

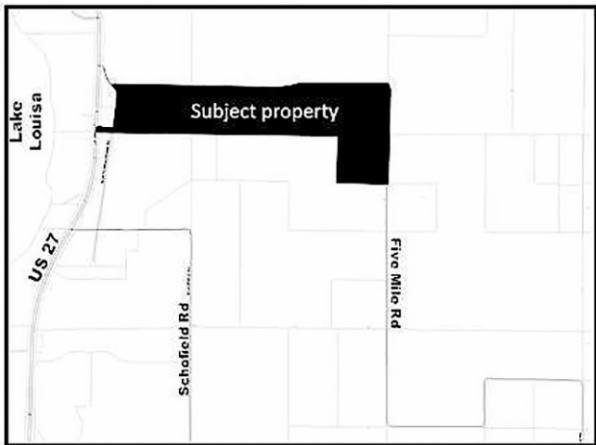
NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on March 21, 2022.

Site Notice

CITY OF CLERMONT
NOTICE OF PROPOSED AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2023-024

The City of Clermont will hold public hearings on Tuesday, August 1, 2023 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, August 8, 2023 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Wellness Way Multi-Use W and Wellness Way Neighborhood to City of Clermont Wellness Way Multi-Use W and Wellness Way Neighborhood.



Location:

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960

Ordinance No. 2023-024:

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

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711, and are open to public comment.

The proposed amendment 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