



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, June 11, 2024**

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

PRESENTATIONS

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

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the April 23, 2024 and May 14, 2024 City Council meeting and the May 21, 2024 City Council Workshop minutes.

Item No. 2 - Surplus Request

Consider declaring end-of-life inventory as surplus from Public Services, Police, and Information Technology Departments and providing disposal per the Procurement Policy.

Item No. 3 - Plat Approval
Black West Commercial

Consider approving a commercial plat consisting of 6.29 acres, platted into 2 lots and an interior private access drive.

Item No. 4 - Plat Approval
Plaza Collina Lot 9

Consider a request for a replat of Lot 9 within the Plaza Collina Development into 5 smaller commercial tracts.

Item No. 5 - Plat Approval
Wellness Ridge Phase 2

Consider approval of Wellness Ridge Phase 2 plat consisting of 230 residential lots within Wellness Way.

Item No. 6 - Piggyback Term Contract
Sanitary Sewer, Manhole, and Lift Station Wet Well Rehabilitation

Consider approval to piggyback the City of Casselberry term contract with Inliner Solutions, LLC.

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Item No. 7 - Piggyback Contract
Elevator Repair and Maintenance Services

Consider piggybacking the OMNIA Partners term contract with KONE Inc.

Item No. 8 - Bid Award and Budget Amendment
Structural Demolition Services

Consider awarding Flo Construction Company to acquire the demolition of two city-owned properties in the budget amendment amount of \$123,749 from the cemetery fund.

Item No. 9 - Resolution No. 2024-024R
Emergency Declaration Authority

Consider annual delegation authority for the Mayor to declare a state of emergency.

UNFINISHED BUSINESS

Item No. 10 - Resolution No. 2024-008R
Waterbrooke Self-Storage CUP

The applicant has withdrawn this request.

Item No. 11 - Variance Request
The Harvest Market

Consider variance to allow additional signage located at 511 Highway 50.

Item No. 12 - Ordinance No. 2024-018 *Intro*
First Baptist Church SSCPA

Consider changing the future land use designation for property located at the southeast corner of Hartwood Marsh Road and Hancock Road.

Item No. 13 - Ordinance No. 2024-019 *Intro*
First Baptist Church Rezoning

Consider the request to rezone an 8.44+/- acre parcel from R-1 Single Family Medium Density to Planned Unit Development to allow for the development of an Assisted Living Facility.

NEW BUSINESS

Item No. 14 - Variance Request
160 E. Lakeshore Drive

Consider the request to allow a zero side yard setback for the construction of a residential paver driveway instead of the 5-foot requirement.

Item No. 15 - Variance Request
168 E. Lakeshore Drive

Consider request for a side yard setback to be less than required for an addition.

Item No. 16 - Council Member Request

Discussion of the City Manager Performance Metrics and Review.

Item No. 17 - Ordinance No. 2024-025 *Intro*
Community Development District

Consider an application for the establishment of a Community Development District (CDD) for Parkside Trails development.

ADJOURN

**CITY OF CLERMONT
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Public Notice

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

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 23, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, April 23, 2024 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Myers and Pines.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Mark Wajda from Blessed Sacrament Catholic Church gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read a proclamation recognizing Water Conservation Month. Mayor Murry presented the proclamation to Jeff Burke, Water Conservation Coordinator.

PRESENATIONS

Water Conservation Coordinator Jeffrey Burke presented the awards for the 2024 Drop Saver Poster contest. Mr. Burke stated this is the 11th year that the city has participated in the Drop Saver Program, introduced first, second and third place winners of each division of the contest.

City Manager Bulthuis asked for an update on the Earth Day event. Mr. Burke said they had 162 participants pre-register and 204 walk up to help clean the lakes. They gathered 260 pounds of trash between Waterfront Park and Hiawatha Preserve.

PUBLIC COMMENTS

Firouz Farrokh, 3362 Saint Vincent Lane – Thanked Deputy City Manager Scott Davidoff and Assistant Director Public Services Jim Maiworm for their help with the tennis courts over the last five years.

City Manager Bulthuis informed the public that since the last meeting staff has requested Council to discuss pickleball/tennis at the May 21 workshop. City staff will notify the pickleball and tennis communities of the workshop.

Stephen Sidlovski, 1109 W. 8th Street, Lorraine, Ohio – Spoke regarding being a pro-life city.

Paula Hoisington, 564 E. Desoto Street – Requesting a Community Center. She inquired about the cemetery running out of spaces and would like the city purchase land to meet the needs of the growing population.

Samii Taylor Yakovetik, Hartwood Reserve - Disappointed in the discussions during the Community Redevelopment Agency meeting.

Carol Harrison, 198 W. Osceola Street – Asked Council to address traffic on Osceola Street, especially commercial trucks.

Kristen Nelson, 2928 Tangerine Court, Leesburg - Supports being a pro-life city.

Royce Johnson, 1080 Glen raven Lane – Requested council to stand with their commitment from January regarding pickleball. Staff did an analysis of time and dollars that have been spent to start converting the courts.

Banks Helfrick, 9100 Sams Lake Rd. - Spoke on community resilience.

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Sophia O’Keefe, 489 W. Minnehaha Avenue – Spoke on building pickleball courts.

Charlene Forth, 939 W. Desoto Street – Expressed concern on crime at Victory Pointe.

Gary Mealing, 12101 Outlook Drive – Inquired about the public hearing notice he received regarding a Spa Hotel.

City Attorney Mantzaris explained that the item has been withdrawn from this agenda and will return to council at a later date. The agenda item will be noticed and advertised again.

Marty Proctor, 18225 Rose Street – Offered to be a dark sky advocate for the city. She can do a presentation for Council if they would like.

City Manager Bulthuis stated that Council would have to vote to put a presentation on an agenda.

Mayor Murry instructed Mr. Proctor to provide information to the City Manager and he will provide Council the information for them to vote on a presentation.

Anthony Grove, 1105 Sadie Ridge Rd. – spoke regarding the responsibility and actions of City Council.

AGENDA CHANGES

Item No. 4 - Variance Request, Teamont Boba

City Manager Bulthuis informed the Council this is a request to table the item to May 14, 2024.

Council Member Pines moved to table item 7, Variance Request, Teamont Boba to May 14, 2024; seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

The following items were withdrawn from the agenda and no further action was needed.

Item No. 5 – Utility Agreement, Sundara Eco-Spa

Item No. 6 – Ordinance No. 2024-006, Sundara Eco-Spa Annexation Final

Item No. 7 – Ordinance No. 2024-007, Sundara Eco-Spa Comp Plan Amendment Final

Item No. 8 – Ordinance No. 2024-008, Sundara Eco-Spa PUD Rezoning

Development Services Director Henschel provided background information for these items being withdrawn from the agenda.

Development Services Director Henschel displayed a map where the property is located. There is a process with the state because the property is within the Green Swamp area. Once that process is complete, we can move forward with the project.

City Attorney Mantzaris explained that the state has to review the project before the council can discuss it. There will be no public hearing tonight, it will return to council in three to four months. The council does not need to take action tonight.

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April 23, 2024

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Attended the Earth Day celebration on Saturday.
- Attended and presented a PowerPoint presentation last Friday at Kings Ridge. Approximately 250 residents attended.

City Manager Bulthuis presented the PowerPoint for Council and citizens. The presentation was an update on the city, which included information on finances, growth and new projects, downtown parking and Police and Fire departments.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Pines –

- Spoke on annexations in the city and the process when developers come from Lake County.
- Hwy 50 and 27 traffic is being impacted by development in Groveland; it is not just our local traffic.

Council Member Gonzalez –

- Attended the Kings Ridge Town Hall event.
- Attended the Earth Day event over the weekend.
- Attended his first show at Clermont Performing Arts Center.
- Ran in the Law Enforcement Torch Run.

Council Member Myers –

- Spoke to Chief Broadway regarding vandalism at Victory Pointe and the Police Department will be monitoring. The victim of the stabbing at Waterfront Park is continuing to improve.
- Tennis and pickleball players have reached out, asked City Manager Bulthuis to have a discussion at the May 21 workshop.
- Attended the second part of IEMO for newly elected officials.
- Attended the ribbon cutting of Valor.

Mayor Murry asked Chief Broadway to provide an update on the burglaries at Lake Hiawatha Park.

Police Chief Broadway stated that two vehicles at Lake Hiawatha Park were broken into. The Police Department is doing an extra watch in that area to prevent any future issues.

Mayor Murry spoke about the incident at Waterfront Park and asked Chief Broadway about the Police response.

Police Chief Broadway stated that there were ten officers assigned to the First Friday event, once a call of that nature comes over the radio there may have been additional officers that responded. The victim is home recovering thanks to the quick actions of Officer Macavoy who was at the scene in two minutes and applied pressure to the wound.

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Chief Broadway also spoke about community watch programs. Any community, homeowners association or subdivision can ask the Police Department to come out and provide an update on any issues occurring in the city and their community. The Police Department will provide the residents the opportunity to ask any questions and address any concerns they may have.

Mayor Murry –

- Attended the Earth Day event.
- Attended the Law Enforcement Torch Run.
- Next Mayor's lunch will be on May 7 at Salt Shack at 12pm.
- There will be a discussion regarding a Community Center at a future workshop after the budget process.
- Asked City Manager Bulthuis to provide an update on the cemetery.

City Manager Bulthuis stated that the city has purchased two properties on East Avenue that are adjacent to the cemetery. These properties will add approximately 300 spaces.

Mayor Murry informed everyone that the city previously made changes to the policy that limits the sale of burial spaces to City of Clermont residents.

- Cameras will be installed in the Victory Pointe area.
- Attended the citizen's academy graduation.

Council Member Myers asked if the cameras could be monitored.

City Manager Bulthuis explained the city would have to have a department to monitor the cameras 24/7 and the expense would be exorbitant.

She then asked if the bike patrol could increase their presence in the area. City Manager Bulthuis stated that Police Chief Broadway would conduct a presentation on patrolling at a future meeting.

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 - Memorandum of Agreement
Police Dept.

Consider approval of an MOA with the Orange County Sheriff's Office for participation in the Urban Area Security Initiative Agencies.

Item No. 2 - Utility Service Agreement
15601 Laguna Rd.

Consider a request to supply water to a 5-acre tract for a single-family residence.

Item No. 3 – Fire Station 1 Generator Replacement

Consider approval to piggyback the Florida Sheriffs Association term contract with Genserve, LLC to purchase and install a 125KW generator in the budgeted amount of \$253,810.

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Council Member Gonzalez moved to approve Consent Agenda Items 1-3 as presented; seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 4 – This item was addressed earlier in the meeting and tabled to the May 14, 2024 meeting.

Item No. 5 – This item has been withdrawn.

Item No. 6 – This item has been withdrawn.

Item No. 7 – This item has been withdrawn.

Item No. 8 – This item has been withdrawn.

Item No. 9 – Ordinance No. 2024-013 Final Comprehensive Plan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO REDUCE THE MAXIMUM DENSITY WITHIN THE MASTER PLANNED DEVELOPMENT, DOWNTOWN MIXED USE, AND COMMERCIAL FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the request. This is the adoption hearing for a staff initiated text amendment to modify language within Chapter 1 - Future Land Use (FLU) Element of the City's Comprehensive Plan. This text amendment will reduce the maximum density to 16 dwelling units per acre in the Downtown Mixed-Use District and 12 dwelling units per acre in the Commercial and Master Planned District. The changes are limited to Policy 1.2.4, 1.9.2 and Objective 1.7 within the FLU Element. No other changes were made.

Since this proposal is an amendment to the text of the City's Comprehensive Plan, a mandatory review process involving the state agencies was warranted with a time to comment. The proposed comprehensive plan amendment (Amendment No. 24-01ESR) was transmitted on February 16, 2024, to nine (9) state and local agencies for review and comment. The time period for commenting has concluded, and the City has received four (4) responses. Three of them (DEO, SJRWMD, FDOT) indicated "no comment" with the fourth (DEP) indicating "no provision that, if adopted, would result in adverse impacts." Staff recommends approval of Ordinance 2024-013.

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

Council Member Gonzalez moved to approve Ordinance No. 2024-013, Final Comprehensive Plan; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Mayor Murry noted there is a Special Election on May 14, 2024. There will be no early voting.

Item No. 10 – Ordinance No. 2024-014 Final Land Development Code Amendment

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 125 ZONING; REPEALING SECTION 125-375 DENSITY; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse stated this is a staff initiated amendment to remove language within the Land Development Code that deals with the density bonus provision allocated within the Central Business District within the Downtown Mixed-Use Future Land Use. This amendment is the companion to the Comprehensive Plan text amendment that reduces density from 40 dwelling units per acre to 16 dwelling units per acre. With the adoption of repealing Section 125-375, there will be no provision for a density bonus in the Central Business District. The amendment will make the Land Development Code consistent with the City's Comprehensive Plan, which was approved under agenda item 9. Staff recommends approval of Ordinance 2024-014. The Planning and Zoning Commission recommended approval, 7-0.

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

Council Member Pines moved to approve Ordinance No. 2024-014, Final Land Development Code Amendment; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 11 – Lien Reduction Request, Bloxam Avenue

Development Services Director Henschel presented the lien request. This is a request for a Lien Reduction on vacant land located on Bloxam Avenue. It is approximately 5.43 acres and previously owned by Tiproel, LLC. The current owner is HH LLC, purchased the land in February and is requesting this reduction. This parcel is zoned commercial with a future land use of commercial.

The first case started in 2009 for “Unlawful Maintenance of Nuisance for weeds and refuse”. A lien was created in May 2010 with an amount owed of \$37,300. The parcel came into compliance soon after. The second case was generated in 2012 as a repeat violation with the same violations observed as the previous case. The parcel came into compliance after 17 days, but due to the outstanding fine amount of \$1,700.00 that was not paid, a lien was created. The total amount owed for both cases is \$39,000.00.

In 2017, a third case was initiated for the same violations. It was recorded at a Code Enforcement/Special Magistrate hearing on August 15, 2017, for not being in compliance. Fines accrued daily at \$250 from September 2017 to June 2019. The property came into compliance on June 10, 2019, with a total amount owed of \$161,750.

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Per the request of the previous owner, on July 16, 2019, an appearance was made at the special magistrate's hearing in which the petitioner and respondent negotiated and agreed upon a reduced fine of \$2,500. This was paid in full and a lien was never recorded for this case.

Today the property is still in compliance. The new property owner, Patrick Harb, is now requesting a lien reduction on both previous cases from 2009 and 2012 as the property is still in compliance and the owner is proposing to develop the property this year. The owner is proposing a lien payout of \$5,000.00 of the \$39,000 owed.

The applicant, Patrick Harb, was present. He requested a lien reduction for the property. They have cleaned and maintained the property and would appreciate the reduction.

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

Council Member Pines stated she is in favor of the lien reduction, they did not own the property when the violations occurred and they have cleaned it up.

Council Member Myers moved to accept Item No. 11, Lien Reduction Request from \$39,000 to \$5,000 within 30 days; seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:55pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
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REGULAR COUNCIL MEETING
May 14, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, May 14, 2024 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Myers and Pines.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain James Pagan gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Sharon Keys, 644 W Osceola – Advocated for a Community Center at McKinney Park.

AGENDA CHANGES

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

Item No. 8 - Variance Request, 2490 Holly Berry Circle

City Manager Bulthuis informed the Council this is a request to table the item to July 23, 2024.

Council Member Pines moved to table item 8, Variance Request, 2490 Holly Berry Circle to July 23, 2024; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 10 – Variance Request, The Harvest Market

City Manager Bulthuis informed the Council this is a request to table the item to June 11, 2024.

Council Member Pines moved to table item 10, Variance Request, The Harvest Market to June 11, 2024; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 11 - Variance Request, 775 E. Juniata Street

(This item was tabled inadvertently and heard later in the meeting.)

City Manager Bulthuis informed the Council this is a request to table the item to May 28, 2024.

Council Member Pines moved to table item 8, Variance Request, 775 E. Juniata Street to May 28, 2024; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Special Election today, polls close at 7pm.
- May 21 workshop to discuss pickleball/tennis.
- Thursday, May 16 City Hall will not open until 10:30am for Employee Appreciation breakfast.

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- The First Baptist Church will hold a community meeting on May 29 at 6pm regarding the rezoning of 8 acres.
- City offices will be closed on May 27 for Memorial Day.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report

CITY COUNCIL REPORT

Council Member Gonzalez –

- Attended the Police Golf Tournament.
- Did a ride along with Fire Department Station 2.
- Attended the Lake County League of Cities luncheon.
- Condolences to the family of the boating accident victim.

Council Member Myers –

- Condolences to the family of the boating accident victim.
- Attended Canvassing Board meeting, provided an overview of the Logic & Accuracy test.
- May is Military Appreciation month.

Council Member Pines –

- Attended the Lake County League of Cities luncheon.
- Attended the Kiwanis Club Prayer breakfast.
- Condolences to the family of the boating accident victim.

Mayor Murry –

- Attended the Police Golf Tournament.
- Attended the Lake County League of Cities luncheon.
- Thanked those who attended the Mayors luncheon.
- Attended Lake Sumter State College graduation.
- Attended the Kiwanis Club Prayer breakfast.
- Condolences to the family of the boating accident victim. Thanked all the agencies who helped in the recovery effort.

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 March 26, 2024, meeting minutes.

Item No. 2 – Surplus Request

Consider declaring end-of-life inventory as surplus from the Parks and Recreation Police Departments and providing disposal per the Procurement Policy.

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Item No. 3 – Bid Award
Parks and Recreation

Consider award to Footprint AV, LLC to purchase and install a digital console and sound system in the budgeted amount of \$97,534.

Item No. 4 – Proposal Award
Parks and Recreation

Consider award to Roger's Sign Corp. for design and construction of an LED sign in the budgeted amount of \$119,633.65.

Item No. 5 – Resolution No. 2024-014R
Fire Dept.

Consider the amended fee schedule for Fire Review and Inspection fees.

Item No. 6 – Open Container Request
Citrus Champs Carnival

Consider Open Container Request on February 8, 2025 at Victory Pointe.

Vincent Niemiec pulled Consent Item No. 4 for further discussion.

Council Member Gonzalez moved to approve Consent Agenda Items 1-3 and Items 5-6 as presented; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 4 – Proposal Award, Parks and Recreation

Vincent Niemiec, - expressed concern with the digital sign size and cost. There is a sign ordinance on the agenda for tonight, and questioned this going for approval before the ordinance. According to the sign ordinance, it should not be more than 25 percent of the monument and this is larger than that.

City Attorney Mantzaris stated this item is in regards to a particular sign that the City already has at the Arts and Recreation Center. This is related to upgrading that sign as part of an agreement with the Assisted Living Facility. The sign ordinance is an ordinance change, which is a completely different item, is on the agenda tonight for introduction, and will be heard by Council at a later date.

City Manager Bulthuis said that the current sign is staying in place and this will be a new sign.

Council Member Myers asked where the money for this is coming from. City Manager Bulthuis explained that this was a general fund budgeted item.

Vincent Niemiec inquired about the digital part allowed to be more than 25 percent of the monument sign.

City Manager Bulthuis stated that the city is exempt from its own regulations.

Council Member Pines moved to approve Consent Agenda Item 4 as presented; Seconded by Council Member Gonzalez. Passed 3-1 with Council Member Myers opposing.

UNFINISHED BUSINESS

Item No. 7 – Variance Request, Teamont Boba

Development Services Planner Kruse presented the item. The applicant is requesting two (2) variances to the Land Development Code to allow for the development of a specialty beverage building with a two-bedroom residential unit located on the second floor of the building. The following variances are being requested: (1) to allow for offsite public parking to meet the minimum onsite parking space requirements, and (2) to allow for the elimination of the dumpster for solid waste collection. The subject parcel is located on 7th Street, north of West Montrose Street and is zoned Central Business District (CBD).

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The building is 1,320 square feet, with Teamont Boba operating on the first floor and a second level two-bedroom apartment. The revised conceptual plan layout provides a 10-foot front yard setback, a three-foot side yard setback from the north property line and a 5-foot setback from the rear property line.

The Land Development Code requires 0.5 parking spaces per every four-patron seats on the premises, which requires a minimum of five (5) onsite parking spaces. The project is also required to provide a minimum of 1.5 parking spaces for the proposed two-bedroom residential dwelling unit. The project as designed would require a minimum of seven (7) onsite parking spaces. The requested variance would allow for public parking to be used as the minimum parking code requirement for the site. The Land Development Code requires parking spaces to be provided for all buildings and permitted use on the premises. The requirements shall apply for all development, whether new structures, alterations or existing development.

For this same location in June 2021, the City Council approved two variances to the code for the same use without the second story apartment. The first variance was approved for the reduction of five parking spaces (at this time a second story was not considered), and the second variance request was approved for the elimination of a solid waste dumpster.

The variance approval has expired, therefore requiring the application to be resubmitted. The applicant has also added to the project with the second story, two-bedroom unit apartment. Although City staff encourages new development in the Central Business District, with the existing limited amount of public parking for all businesses located in the Downtown vicinity, staff cannot support a new business that cannot provide any onsite parking for their patrons. This lot, which measures 25 feet wide by 75 deep, was split from a parent parcel with lot dimensions of 75 feet wide by 75 feet deep. Therefore, the existing property hardship was created from the property split. The applicant is also requesting a variance to allow for the elimination of onsite dumpster requirements for commercial development.

The Land Development Code requires a positive finding on the five review criteria for granting a variance. Staff has reviewed the application and supporting documents and finds the applicant does not meet positive findings for the provisions of the criteria. Staff is unable to support the expansion of the second story apartment addition and recommends denial of the requested variances. However, based on the previous project approval for the one story building, staff would not be opposed to the reduction of the five parking spaces and elimination of the dumpster.

Lindsay Holt, Crawford, Modica, Holt Law Firm, was present on behalf of the applicant. Ms. Holt stated that although the staff report shows the recommendation is denial it is noted that based on the previous project approval, staff would not be opposed to the reduction of parking and the elimination of a dumpster. The applicant is asking for a reduction of two more parking spots and going vertical with a residence. Ms. Holt spoke about the NexBiz project that came before Council in January that was approved with no onsite parking. The NexBiz business is four times the size of this project and the request is the same. Many businesses in the downtown area use trash cans instead of dumpsters and this project brings low density residential to the downtown area. Requesting approval of the variance.

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

Council Member Pines asked staff to clarify the approval of the NextBiz Conditional Use Permit.

City Attorney Mantzaris explained that the parking allocation for that structure was part of the negotiation when the city acquired the property. The property owner sold a portion of the property to the city for the parking area that the city has there and they received back a credit related to the parking.

Council Member Pines stated that she was fine with the original decision from 2021; the parking for the residential brings in another element.

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Council Member Myers is fine with the apartment on top; a concern can be what will become of it in the future. If someone else buys the property, they will know there is no designated parking for the residential portion.

Council Member Gonzalez asked the applicant if they are ready to go vertical, if approved.

Ms. Holt said that the applicant is prepared and is hopeful for it to be completed by the end of the year.

Council Member Gonzalez said that he would like to see this happen.

Council Member Gonzalez moved to approve Item No. 7, Variance Request, Teamont Boba; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 8 – This item was addressed earlier in the meeting and tabled to July 23, 2024.

NEW BUSINESS

Item No. 9 – Resolution No. 2024-016R, *Fixed Rate Term Loan*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA SUPPLEMENTING RESOLUTION NO. 1162 ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA ON OCTOBER 24, 2000, AS HERETOFORE AMENDED AND SUPPLEMENTED, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY ITS WATER AND SEWER REVENUE BOND, SERIES 2024 (THE “SERIES 2024 BOND”), IN A PRINCIPAL AMOUNT NOT TO EXCEED \$28,152,000 FOR THE PURPOSES OF (I) FINANCING OR REFINANCING, INCLUDING THROUGH REIMBURSEMENT, THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF IMPROVEMENTS TO THE COMBINED MUNICIPAL WATER AND SEWER SYSTEM OF THE CITY, AND (III) PAYING THE COSTS OF ISSUING THE SERIES 2024 BOND; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2024 BOND THE PLEDGED FUNDS DESCRIBED IN RESOLUTION NO. 1162, AS AMENDED AND SUPPLEMENTED; ESTABLISHING OR PROVIDING FOR THE ESTABLISHMENT OF THE DATED DATE, INTEREST RATE, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULE OF SAID SERIES 2024 BOND; ACCEPTING THE PROPOSAL OF SEACOAST NATIONAL BANK TO PROVIDE THE CITY WITH A TAX-EXEMPT TERM LOAN FACILITY PURSUANT TO THIS RESOLUTION AND THE SERIES 2024 BOND; PROVIDING THAT THE SERIES 2024 BOND SHALL CONSTITUTE AND BE SECURED AS AN “ADDITIONAL BOND” UNDER RESOLUTION NO. 1162, AS AMENDED AND SUPPLEMENTED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF THE SERIES 2024 BOND; AND PROVIDING AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

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Nick Roca, PFM Financial Advisors, the city's Municipal Financial Advisor stated that they assisted with the drafting of the Request for Proposal (RFP) process to finance \$28 million of the Waste Water Treatment Plant project. The RFP was distributed to more than seventy banking institutions, we received nine proposals. After reviewing all the proposals, they provided the city with a summary detailing the rates and terms of each one of the offers. Seacoast Bank had the best offer, twenty-year bank loan at a fixed rate of 3.4 percent for the first ten years. After ten years, it will reset to the same rate as the one-year treasury rate at that anniversary. The agreement includes the flexibility of early payment without penalty. Bond closing is scheduled for Thursday, May 16.

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

Council Member Myers inquired about a ten year fixed rate instead of a twenty year fixed rate.

Mr. Roca explained the Seacoast Bank offer. There was an option to have a fixed rate at 4.15 percent for the full twenty years. When they did the analysis, considering it resets at the one-year Treasury bill rate in ten years, the one-year Treasury bill rate would have to be at approximately 6.05 percent rate for the 4.15 percent rate to be a better deal. Looking back at the one-year Treasury bill rate, it has not been above 5.5 percent in the last ten years. The option that was chosen also has the prepayment flexibility.

Council Member Myers asked if this loan is competitive. Mr. Roca explained that this is the lowest offer he has seen in a year.

Rob Berens, Seacoast Bank, introduced himself and stated that he is pleased to serve his community.

Council Member Pines moved to approve Item No. 9, Resolution No. 2024-016R, Fixed Rate Term Loan; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 10 - This item was addressed earlier in the meeting and tabled to June 11, 2024.

Item No. 11 - Variance Request, 775 E. Juniata Street

Development Services Planner Kruse presented the item. The applicant is requesting a variance to the Land Development Code (LDC) for vacant property located at 775 East Juniata Street. The property is zoned R-2, Medium Density Residential. The variance request is to allow for a side yard setback of 5 feet instead of 7.5 feet. The applicant desires to construct a single family home, and the home is designed at 30 feet in width. The proposed home is a three bedroom, two bath, and single-car garage home with approximately 1,350 square feet of living space. This property is a lot of record, which is a legally nonconforming lot. The dimensions are 40 feet wide by 135 feet deep. The lots were platted in 1926, which at that time was suitable for development and no zoning code existed.

Several lots in this area are lots of record, with dimensions 40 feet by 135 feet and are improved. The adjacent properties are also improved with residential structures and this would be an infill lot.

The applicant has provided information indicating if the home was placed 5 feet from the side property lines, the distance between the existing structures would be 17.4 feet from the home on the right and 12.8 feet from the home on the left. This would exceed the minimum placement between structures for building and fire code separation without requiring any additional fire or building construction improvements. In order to accommodate parking onsite, the applicant has agreed to a 40-foot front building setback along with an additional parking pad off the driveway. This was accomplished due to the fact the lot is a long, narrow lot. The home will be placed almost centrally within the lot.

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The applicant has been willing to work with City staff in order to make the highest and best use of the property. The proposed home is not out of character with the other home sizes in the area.

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all of the five criteria. Therefore, staff recommends approval of the variance request.

The applicant, Gian Franco Balsamo, was present and asked Council to accept the variance. This is his first time building a house. He has worked with staff and has done what he can to accommodate.

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

Council discussed the lot size and the project. All agreed that they have no issues with the request, as the lot is smaller. They appreciate the applicant working with the city.

Council Member Pines moved to approve Item No. 11, Variance Request, 775 E. Juniata Street; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 12 - Variance Request, 301 Chestnut Street

Development Services Planner Kruse presented the item. The applicant is requesting to allow for a rear yard setback less than the 25-foot minimum requirement for the placement of a 12' x 24' storage shed. The subject property is a duplex located at 301 Chestnut Street, which has a zoning of R-2 Medium Density Residential. This variance application is a result of a pending code enforcement case for a shed placed without a permit. The Land Development Code requires storage buildings greater than 150 square feet to meet the rear yard setback for the primary structure (25 feet). The existing shed is 288 square feet and is currently in violation with a 4-foot rear yard setback.

In March of 2024, the applicant was before city council requesting a 4-foot rear yard setback for the shed. At that time, city council denied the request. After that meeting, the applicant reconsidered options for the placement of the shed. To achieve the greatest setback, the applicant has considered moving the shed toward the house as far as possible, now creating an 8-foot rear yard setback.

If the variance is approved, the applicant will be required to obtain an after-the-fact building permit and relocate the shed a minimum of 8 feet from the rear property line.

The Land Development Code requires a positive finding on the five review criteria for granting a variance. Staff has reviewed the application and supporting documents and finds the applicant does not meet positive findings for the provisions of the requirements. Therefore, staff recommends denial of the requested variance to the Clermont Land Development Code.

The applicant, Roy Martin stated that if he moves the shed to provide 8 feet then that leaves them a 4-foot walkway between the shed and the house.

Mr. Martin inquired about the code allowing multiple 10'x12' sheds close to the property line.

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

Council Member Pines said that code is 25 feet and this is not close to that.

Mayor Murry said that he could not support this request; this is too large of a structure.

City Manager Bulthuis explained to the applicant that if they would have come to the city and applied for permits then staff would have provided an explanation prior to placing the shed.

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Council Member Myers moved to deny Item No. 12, Variance Request, 301 Chestnut Street; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 13 – Ordinance No. 2024-022, *ISBA Amendment Intro*

AN ORDINANCE OF THE CITY OF CLERMONT ADOPTING AN AMENDMENT TO THE 2010 INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY, THE TOWN OF MONTVERDE, THE CITY OF MINNEOLA, THE CITY OF CLERMONT AND THE PINE ISLAND COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION, AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2024-022, ISBA Amendment; seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 14 – Ordinance No. 2024-023, *Family Entertainment Center Intro*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-023, Family Entertainment Center; seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
MINUTES
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Item No. 15 – Ordinance No. 2024-024, *Nuisance Abatement Board Intro*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE II “CODE ENFORCEMENT”, DIVISION 1 “GENERALLY”, AMENDING SECTIONS 1-41 “INTENT OF ARTICLE, 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM” AND 1-43 “SUPPLEMENTAL ENFORCEMENT”, AND CREATING DIVISION 5 “PUBLIC NUISANCE ABATEMENT BOARD” SECTIONS 1-140 THROUGH 1-160 OF THE CITY CODES OF THE CITY OF CLERMONT CREATING A PUBLIC NUISANCE ABATEMENT BOARD; PROVIDING FOR CREATION, COMPOSITION, TERMS OF BOARD MEMBERS AND BOARD OFFICERS; DEFINITIONS; POWERS OF BOARD; INITIATING A COMPLAINT; HEARING; PENALTIES; ENFORCEMENT OF ORDERS; JUDICIAL REVIEW; SUPPLEMENTAL ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-024, Nuisance Abatement Board; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 16 – Ordinance No. 2024-026, *Amendment of Chapter 117 Intro*

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 117-SIGNS, SECTION 117-23 CHANGEABLE COPY SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-026, Amendment of Chapter 117; seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
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REGULAR COUNCIL MEETING
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ADJOURN: With no further comments, this meeting adjourned at 7:58 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
May 21, 2024

CALL TO ORDER

The City Council met in a workshop session on Tuesday, May 21, 2024 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 6:30 pm with the following Council Members present: Council Members Pines, Myers and Gonzalez.

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

AGENDA ITEMS

1. Pickleball

City Manager Bulthuis stated that the Council discussed pickleball at the January 16, 2024 workshop. The consensus of the City Council was to convert the tennis courts at Felter Park to pickleball. There have been delays in the project due to a bidding issue. Staff will move forward with the project if that is still the desire of council.

City Manager Bulthuis presented Council a Power Point presentation with five options to review and chose which direction they want staff to pursue.

Option 1 – Leave everything as is.

Option 2 – Add pickleball lines to all tennis courts. The cost to add lines to Hancock Park and Palatlahaka Park is \$11,000.

Option 3 - Felter Park conversion. Convert the existing two tennis courts into six pickleball courts. The cost would be \$100,000.

Option 4 – Add 6 additional pickleball courts at Arts and Recreation Center. The cost for just the courts would be \$175,000. To add lighting would be an additional \$275,000. Adding a restroom would be an additional \$260,000. Additional parking would cost \$500,000 and adding a shade structure is an additional \$50,000.

Option 5 – Add lights to the six existing pickleball courts at the Arts and Recreation Center. The cost for lighting the courts would be \$150,000. Adding a restroom would be an additional \$260,000. Additional parking would cost \$500,000 and adding a shade structure is an additional \$50,000.

City Manager Bulthuis explained to Council that staff believes the costs associated are the actual costs and it is the Council's decision how to move forward.

Mayor Murry opened the floor to public comments.

Firouz Farrokh, 3362 Saint Vincent Lane, Clermont – Tennis players are playing at Felter Park. He has observed usage of the tennis courts on different occasions and only once were pickleball players utilizing them.

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May 21, 2024

Joey Qaundt, 655 Shady Nook Drive, Clermont – Prefers Option 3, the tennis courts are always open and pickleball continually has a line of people waiting to play. The city needs more pickleball courts.

Sophia O’Keefe, 489 W Minnehaha, Clermont – Prefers Option 4. Painting lines on the tennis courts does not solve the problem; the net is the wrong height. The extras are not necessary at the Arts and Recreation Center.

Linda Killoran, 1536 Sherbrook, Clermont – Prefers Option 1. In addition, likes option 4; however, it is a lot of money.

Royce Johnson, 1083 Glenraven Lane, Clermont – Prefers Option 4. He prefers to have all of the courts in one location.

Tod Howard, 1986 Brantley Circle, Clermont –He met with City Manager Bulthuis on this topic and would like the data on all of these uses. Without the data, he is uncomfortable moving forward.

Micah Shivoie, Groveland resident – He inquired about adjusting the indoor gym schedule to allow pickleball indoors.

Cheryl Chaplin, 3950 Liberty Hill Drive, Clermont – Prefers Option 4. She would like more courts to continue to play and to have shade.

Catherine, Groveland Resident – Consider both tennis and pickleball players.

Alvera McDowell, 12725 Amber Ave. – There are more pickleball courts than tennis courts. She requested the Council not remove the tennis courts.

Beth Yarrish, 9347 Ivywood – Prefers Option 4. She requested the Council leave the tennis courts as is and build new pickleball courts.

Mayor Murry closed the public hearing.

Council Member Myers prefers option 4. The city needs more pickleball courts since more people are playing the sport and the players will be utilizing the courts. The additional courts have an immediate need however; the lights and extras can be in a future budget.

Council Member Gonzalez stated that he also prefers option 4. He does not want to take away the tennis courts.

Council Member Pines explained that the city receives recreation impact fees from developers that would go toward the decision that Council makes. If Council goes with option 4, the total cost with all additions is approximately \$1.26 million. She will weigh all the options provided when it is time to vote.

City of Clermont
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CITY COUNCIL WORKSHOP
May 21, 2024

Mayor Murry stated that Parks and Recreation staff previously performed a study and presented data regarding the usage of tennis courts in the city. The hesitancy with option 4 is the noise it can create and lights disturbing the surrounding residents. Building more courts will also affect the parking at the Arts and Recreation Center.

Mayor Murry inquired about the average number of events held at the Arts and Recreation Center each month.

Deputy City Manager Davidoff stated that over the last 18 months the average is 2 to 5 events per month. It can fluctuate seasonally based on the Clermont Performing Arts calendar and galas. If there were additional courts built at the Arts and Recreation Center, staff would recommend closing the pickleball courts during those large events to preserve parking for those guests.

City Manager Bulthuis clarified that the discussion regarding the pickleball courts started after daylight savings time and the request was to add lights. From December to April, staff observed pickleball and tennis courts. It was observed that all the tennis courts were used at one time on four occasions.

If it is Council's direction, staff will add this item to the May 28 agenda. If Council moves forward with option 4, staff will go out to bid for the project.

Mayor Murry asked staff to move forward with placing the item on the next agenda and commended the Arts and Recreation staff.

2. Other

No further comments.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
May 21, 2024

ADJOURN: With no further comments, this workshop adjourned at 7:40pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

**AGENDA ITEM**

Meeting Date																																																															
Tuesday, June 11, 2024																																																															
Agenda Item Name																																																															
Surplus Request																																																															
Requested Action																																																															
The Procurement Services Department requests approval to declare end-of-life inventory as surplus from the Public Services Department, Police Department, and Information Technology Department and provide disposal per the Procurement Policy.																																																															
Staff Report																																																															
The Procurement Services Department, on behalf of the Public Services Department, Police Department, and Information Technology Department, recommends approval of the above action. The following inventory has reached their end-of-life service, and approval to surplus these items is requested. <u>Public Services Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>2018 Crane Carrier Curbtender - 51,668 miles</td></tr><tr><td>(1)</td><td>Toro Fertilizer Sprayer</td></tr><tr><td>(1)</td><td>Green Landscape Trailer</td></tr><tr><td>(1)</td><td>Blue and Yellow Trailer</td></tr><tr><td>(20)</td><td>Desk Units</td></tr><tr><td>(9)</td><td>Book Shelves</td></tr><tr><td>(2)</td><td>Wood Door Cabinets</td></tr><tr><td>(30)</td><td>Office Chairs</td></tr><tr><td>(7)</td><td>File Cabinets</td></tr><tr><td>(3)</td><td>Metal Door Cabinets</td></tr><tr><td>(3)</td><td>Tables</td></tr><tr><td>(15)</td><td>Bike Racks</td></tr><tr><td>(1)</td><td>Dr. Power Tow Behind Lawn Vacuum</td></tr><tr><td>(1)</td><td>BendPak 4 Post-Driven Lift System</td></tr><tr><td>(1)</td><td>BendPak 4 Post-Driven Lift System</td></tr><tr><td>(1)</td><td>Challenger 2 Post Lift System</td></tr><tr><td>(1)</td><td>Ingersol 30 Air Compressor</td></tr><tr><td>(1)</td><td>Air Compressor</td></tr><tr><td>(1)</td><td>1996 Ford Clam Truck 206,033 miles</td></tr><tr><td>(2)</td><td>Bad Boy Mowers</td></tr><tr><td>(1)</td><td>Small John Deere Utility Trailer</td></tr><tr><td>(1)</td><td>4x8 Utility Trailer</td></tr><tr><td>(1)</td><td>Ice Machines</td></tr><tr><td>(2)</td><td>80 Gallon Air Tanks</td></tr><tr><td>(2)</td><td>Oil Tanks with Plastic Catch Basins</td></tr><tr><td>(5)</td><td>Oil Hose Reels with Dispenser Handles</td></tr><tr><td>(2)</td><td>Air Hose Reels</td></tr><tr><td>(1)</td><td>80 Gallon Fuel tank with 12 Volt Pump</td></tr><tr><td>(1)</td><td>Aluminum Roof for Fire Med Cart</td></tr><tr><td>(1)</td><td>Ashbrook Belt Filter Press</td></tr></tbody></table>		Qty.	Property Description	(1)	2018 Crane Carrier Curbtender - 51,668 miles	(1)	Toro Fertilizer Sprayer	(1)	Green Landscape Trailer	(1)	Blue and Yellow Trailer	(20)	Desk Units	(9)	Book Shelves	(2)	Wood Door Cabinets	(30)	Office Chairs	(7)	File Cabinets	(3)	Metal Door Cabinets	(3)	Tables	(15)	Bike Racks	(1)	Dr. Power Tow Behind Lawn Vacuum	(1)	BendPak 4 Post-Driven Lift System	(1)	BendPak 4 Post-Driven Lift System	(1)	Challenger 2 Post Lift System	(1)	Ingersol 30 Air Compressor	(1)	Air Compressor	(1)	1996 Ford Clam Truck 206,033 miles	(2)	Bad Boy Mowers	(1)	Small John Deere Utility Trailer	(1)	4x8 Utility Trailer	(1)	Ice Machines	(2)	80 Gallon Air Tanks	(2)	Oil Tanks with Plastic Catch Basins	(5)	Oil Hose Reels with Dispenser Handles	(2)	Air Hose Reels	(1)	80 Gallon Fuel tank with 12 Volt Pump	(1)	Aluminum Roof for Fire Med Cart	(1)	Ashbrook Belt Filter Press
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Police Department

Qty.	Property Description
(2)	Expired Power Heart G3 AEDs
(7)	Expired Power Heart G5 AEDs
(1)	K9 Metal Kennel

Information Technology Department

Qty.	Property Description
(30)	Cisco Wireless Access Points
(5)	APC Smar Uninterruptible Power Supplies
(2)	APC Back Uninterruptible Power Supplies

The salvageable surplus property will be listed on GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately.

Additional Analysis**Fiscal Impact Summary**

The surplus property anticipated value is \$75,000.

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

1.	Public Services Disposal Form.	Public Services Disposal Form..pdf
2.	Information Technology Disposal Form	Information Technology Disposal Form.pdf
3.	Police Disposal Forms	Police Disposal Forms.pdf



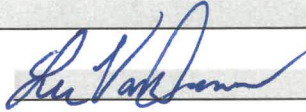
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #: 11726
Contact Person: Brian Camp Phone: 352-241-1078
Year / Make / Model: 2018 Crane Carrier Vehicle No. 5618
Miles / Hours: 51,668 Serial / VIN: 1H9AAAAC7K1674037
Description of Property 2018 Crane Carrier Curbtender

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

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

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

Director Signature: 

Date: 5-9-24

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: See Attached
Contact Person: Joe McMahon Phone: 352-394-7177
Year / Make / Model: See Attached Vehicle No. See Attached
Miles / Hours: See Attached Serial / VIN: See Attached
Description of Property See Attached

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

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

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

☒ **OTHER:** See Attached

Director Signature: [Signature]

Date: 5-8-24

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023

<u>Quantity</u>	<u>Year/Make/Model</u>	<u>Description of Property</u>	<u>Property Tag</u>	<u>Vehicle #</u>	<u>Serial/VIN</u>	<u>Action : non-repairable, obsolete, scrap</u>	<u>Additional Details</u>
1	NA	Green Landscape Trailer	NA	NA	Lic. Plate 120262	Scrap/Non-Repairable	There are no visible serial number on trailer. This trailer has broken welds and is not suitable to haul equipment that we use daily.
1	NA	Blue/Yellow Trailer	NA	NA	NA	Scrap/Non-Repairable	This trailer has broken welds and is not suitable to haul equipment that we use daily.
20	NA	Desk Units	NA	NA	NA	Scrap	Old desks, most were in excess of 15 to 20 years old
9	NA	Book Shelves	NA	NA	NA	Scrap	Old bookshelves, most were in excess of 15 to 20 years old
2	NA	Wood Door Cabinets	NA	NA	NA	Scrap	
30	NA	Office Chairs	NA	NA	NA	Scrap	Old office chairs, most of which were repurposed from sanitation
7	NA	File Cabinets	NA	NA	NA	Scrap	Old file cabinets, most were in excess of 15 to 20 years old
3	NA	Metal Two-Door Cabinets	NA	NA	NA	Scrap	Old two door cabinets, door broken and unable to close and latch
3	NA	Tables	NA	NA	NA	Scrap	Old small tables which were wobbly and unstable
15	NA	Bike Racks	NA	NA	NA	Obsolete	Old bike racks purchased for Downtown never installed.. Purchased by former employee
1	Dr Power	16.9 HP tow Behind Lawn Vacuum	11024		SN/LLV47648	Obsolete	Item is no longer compatible with mowers we have on hand.
1	BendPak	4 Wheel Lift System	10539		SN/500000513-001	Obsolete	Lift at old PW site
1	Challenger	2 Post Lift	11524		SN/051000000020917	Obsolete	Lift at old PW site
1	BendPak	4 Wheel Lift System	10608		SN/20963-002	Obsolete	Lift at old PW site
1	Ingersoll Rand	Type 30 Air Compressor	11522		SN/CVB121128	Obsolete	Compressor from old PW site
1	NA	Air Compressor	10607		SN/CVB411766	Obsolete	Compressor from old PW site
1	1997/Ford	Clam Truck	11942	4223	Vin/1FDXF80C7VVA01335	Obsolete	
1	NA	Bad Boy Mower	NA	4416	SN/BBX0131KA02141075	Non Repairable	Mower has been used for parts. Not operational
1	NA	Bad Boy Mower	NA	4147	SN/ BBX6131KA02141076	Non Repairable	Mower has been used for parts. Not operational
1	NA	Small John Deere Utility Trailer	N/A	N/A	N/A	Non Repairable	Small trailer that has no use for our daily tasks and that is rusted through in areas. The equipment has no visible markings as far as serial numbers.
1	NA	4X8 Utility Trailer	N/A	N/A	N/A	Non Repairable	There are no visible serial number on trailer. The trailer has broken welds and is not suitable for daily use and hauling of frequently used equipment we have.
1	NA	Ice Machine	NA	NA	SN/12061280011095	Non Repairable/Obsolete	Unreapairable and outdated. Disposed of.
1	NA	Ice Machine	NA	NA	SN/14071280012662	Non Repairable/Obsolete	Unreapairable and outdated. Disposed of.
2	NA	80 Gallon Air Tanks	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.
2	NA	Oil Tanks with Plastic Catch Basins	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.
5	NA	Oil Hose Reels with Dispenser Handles	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.
2	NA	Air Hose Reels	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.
1	Toro	Toro Fertilizer Sprayer	NA	NA	NA	Obsolete	Spray portion is not operational
1	NA	80 Gallon Fuel Tank with 12 Volt Pump	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.
1	NA	Aluminum Roof for Fire Med Cart	NA	NA	NA	Obsolete	Items from old PW site. No longer needed.



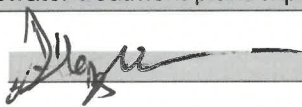
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:
Contact Person: John Smith Phone: 352-241-0178
Year / Make / Model: 1.5 Meter Ashbrook BFP Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Ashbrook Belt Filter Press

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

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

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

Director Signature: 

Date: 5-21-2019

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

[illegible]

[illegible]



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE ☒ Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: POWER HEART G5 Vehicle No. NO
Miles / Hours: _____ Serial / VIN: MULTIPLE
Description of Property AED X'7

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

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

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

Director Signature: _____

Date: 5-20-24

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023

POWERHEART G5 AED SERIAL NUMBERS		
SURPLUS-		
D00000069643		
D00000058006		
D00000121895		
D00000121897		
D00000183256		
D00000058041		
D00000016715		



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE ☒ Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: POWER HEART G3 Vehicle No. NO
Miles / Hours: _____ Serial / VIN: MULTIPLE
Description of Property AED X X 2

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

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

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

Director Signature: [Signature]

Date: 5-20-24

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023

POWERHEART G3 AED SERIAL NUMBERS		
SURPLUS-		
6024105		
6008945		



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Lt. Martinez Phone: 352-536-8416
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property K-9 Kennel

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

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

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

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

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

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

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

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

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

☒ **OTHER:** No longer needed or of use for the department.

Director Signature: 

Date: 6-4-24

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

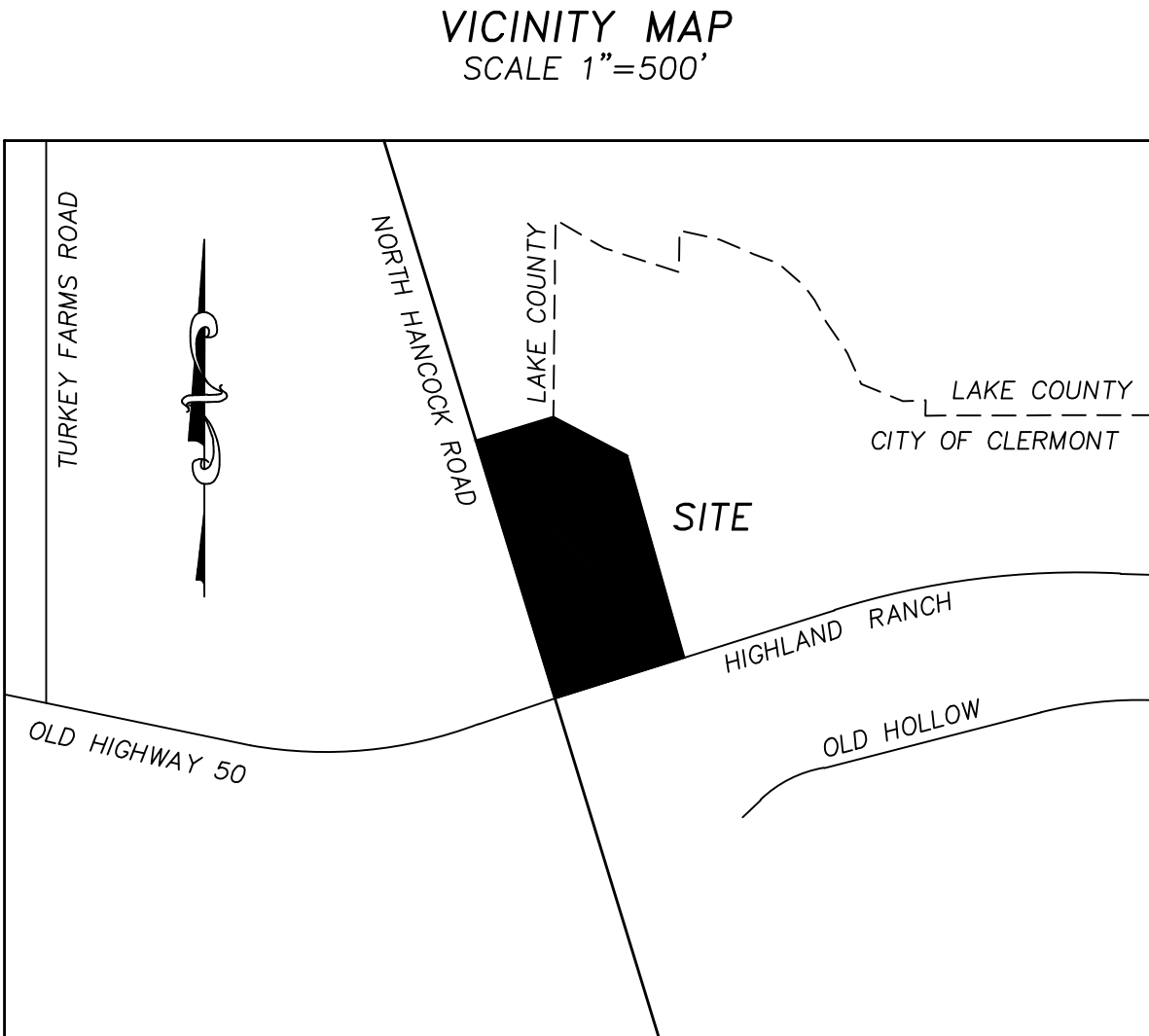
Date:

Munis Asset Number:

Revised 5/2/2023

AGENDA ITEM

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Plat Approval <i>Black West Commercial</i>		
Requested Action		
Recommend approval of the Black West Commercial Plat.		
Staff Report		
The applicant, Bishman Surveying, is requesting the platting of 2 commercial lots and a private internal access drive on 6.29 +/- acres located at the northeast corner of N. Hancock Road and Highland Ranch Boulevard. This property is the commercial portion of Highland Ranch. The City's surveyor and engineer have reviewed the plat, and the plat is in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, Black West Commercial.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Final_Plat_05-13-24	Final_Plat_05-13-24.pdf	
2. 00_Application	00_Application.pdf	



SHEET INDEX

SHEET 1 – PLAT DESCRIPTION / NOTES

SHEET 2 – BOUNDARY/LOT GEOMETRY

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT 26 AND 39, SECTION 16 LAKE HIGHLANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 32, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT 27, OF SAID PLAT SECTION 16 LAKE HIGHLANDS COMPANY SUBDIVISION; THENCE RUN S89°50'34"W ALONG NORTH LINE OF SAID TRACTS 27 AND 26, 996.06 FEET TO THE SOUTHWEST CORNER OF TRACT 23A OF SAID SECTION 16 LAKE HIGHLANDS COMPANY SUBDIVISION, SAID POINT BEING ON THE WESTERLY LINE OF TRACT OS-1, HIGHLAND RANCH THE CANYONS PHASE 6, AS RECORDED IN PLAT BOOK 74, PAGES 49-57, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE RUN S49°24'51"E ALONG THE WEST LINE OF SAID TRACT OS-1, 194.76 FEET TO AN ANGLE BREAK IN SAID WESTERLY LINE OF TRACT OS-1; THENCE RUN S17°00'01"E, 588.16 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHLAND RANCH BOULEVARD OF SAID HIGHLAND RANCH THE CANYONS PHASE 6; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTH RIGHT OF WAY LINE S72°59'59"W, 313.58 FEET; N17°00'01"W, 30.00 FEET; S72°59'59"W, 30.00 FEET; S17°00'01"E, 30.00 FEET; S72°59'59"W, 8.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HANCOCK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4402, PAGE 875, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE, N17°00'01"W, 2.92 FEET; S72°59'59"W, 12.00 FEET; N17°00'01"W, 828.13 FEET TO THE AFORESAID NORTH LINE OF TRACT 26; THENCE RUN N89°50'34"E ALONG SAID NORTH LINE, 270.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.296 ACRES MORE OR LESS.

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



CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

BLACK WEST COMMERCIAL
A PARTIAL REPLAT OF TRACTS 26 AND 39,
SECTION 16 LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 32,
OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT 27, SECTION 16 LAKE HIGHLANDS COMPANY, AS BEING S89°50'34"W (ASSUMED).
2. THE PROPERTY DEPICTED HEREON IS SUBJECT TO THAT CERTAIN BLACK WEST COMMERCIAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND ANY AMENDMENTS AND/OR SUPPLEMENTS THERETO AS RECORDED IN _____ PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (THE "DECLARATION"). PRIVATE ACCESS TRACT, AS DEFINED IN THE DECLARATION, IS TO BE OWNED AND MAINTAINED BY THE BLACK WEST COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION") AS PRESCRIBED IN THE DECLARATION.
3. THE PRIVATE ACCESS TRACT DEPICTED HEREON IS TO BE OWNED AND MAINTAINED BY THE "ASSOCIATION" IN ACCORDANCE WITH THE "DECLARATION".
4. THE LIFT STATION EASEMENT DEPICTED HEREON IS TO BE OWNED AND MAINTAINED BY THE "ASSOCIATION" IN ACCORDANCE WITH THE "DECLARATION".
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. NO PART OF THE LANDS DESCRIBED HEREON ARE DEDICATED TO THE CITY OF CLERMONT, FLORIDA OR THE GENERAL PUBLIC, UNLESS EXPRESSLY STATED HEREON.
7. THE "RIGHT-OF-WAY-TRACT" SHOWN ON THIS PLAT SHALL BE CONVEYED AND DEDICATED IN PERPETUITY TO LAKE COUNTY, FLORIDA FOR THE USE AND BENEFIT OF THE PUBLIC FOR PROPER PURPOSES, ALONG WITH ALL RESPONSIBILITY OF MAINTENANCE, REPAIR AND REPLACEMENT, PURSUANT TO A SEPARATE DEED TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
8. ACCORDING TO THE PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN LAKE COUNTY, FLORIDA, BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE ORT#23051661, DATED APRIL 8., 2024, THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING:
 - CITY OF CLERMONT MISCELLANEOUS ORDINANCE NO. 362-M RECORDED IN O.R. BOOK 1652, PAGE 1002, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - DEVELOPER'S AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CENTER LAKE PROPERTIES, LTD. RECORDED IN O.R. BOOK 2085, PAGE 170, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - SHORT FORM CONDITIONAL USE PERMITS RECORDED IN O.R. BOOK 4394, PAGE 2434, AND O.R. BOOK 4816, PAGE 1103, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - NON-EXCLUSIVE DRAINAGE EASEMENT TO LAKE COUNTY RECORDED IN O.R. BOOK 4402, PAGE 897, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AS SHOWN HEREON)
 - DECLARATION OF RESTRICTIVE COVENANT AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4405, PAGE 1036, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5017, PAGE 1836, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - GENERAL ASSIGNMENT OF ENTITLEMENTS (BLACK WEST) RECORDED IN OFFICIAL RECORDS BOOK 4405, PAGE 1071, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 6062, PAGE 1114, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORDS BOOK 6187, PAGE 1494, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - TEMPORARY ACCESS, GRADING, AND SLOPE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5963, PAGE 349, AS AMENDED BY AMENDED AND RESTATED TEMPORARY ACCESS, GRADING, AND SLOPE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5981, PAGE 621, AND AS SUBSEQUENTLY AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED TEMPORARY ACCESS, GRADING, AND SLOPE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6203, PAGE 917, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - TEMPORARY ACCESS, GRADING, AND SLOPE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5967, PAGE 1236, AS AMENDED BY AMENDED AND RESTATED TEMPORARY ACCESS, GRADING, AND SLOPE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5977, PAGE 1632, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (CANNOT BE GRAPHICALLY SHOWN)
 - PERPETUAL UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6272, PAGE 1208, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AS SHOWN HEREON)

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a professional surveyor and mapper, certifies that I have prepared the foregoing plat and it was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Part 1, Platting, Florida Statutes; and that said land is located in Lake County, Florida.

Dated: _____
BISHMAN SURVEYING AND MAPPING
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Aron D. Bishman, PSM
Florida Registration No. 5668
Certificate of Authorization No. 7274

PLAT
BOOK PAGE

BLACK WEST COMMERCIAL
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CENTER LAKE PROPERTIES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS GENERAL PARTNER BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, 2024.

CENTER LAKE PROPERTIES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: PINELOCH MANAGEMENT CORPORATION,
A FLORIDA CORPORATION, IT'S GENERAL PARTHER

BY: _____
JAMES E. FRYE, JR., ITS PRESIDENT

SIGNED IN THE PRESENCE OF:

SIGN NAME: _____ SIGN NAME: _____

PRINT NAME: _____ PRINT NAME: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, BY JAMES E. FRYE, JR., AS PRESIDENT OF PINELOCH MANAGEMENT CORPORATION, A FLORIDA CORPORATION AND THE GENERAL PARTNER OF CENTER LAKE PROPERTIES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF REVIEW BY CITY SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1, Platting, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

JENNINGS E. GRIFFIN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4486

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL OF Clermont, Lake County, Florida, and approved by said CITY COUNCIL OF Clermont for record on the _____ day of _____, 2024 provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Clermont, Florida.

ATTEST: _____ CITY OF CLERMONT

CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____

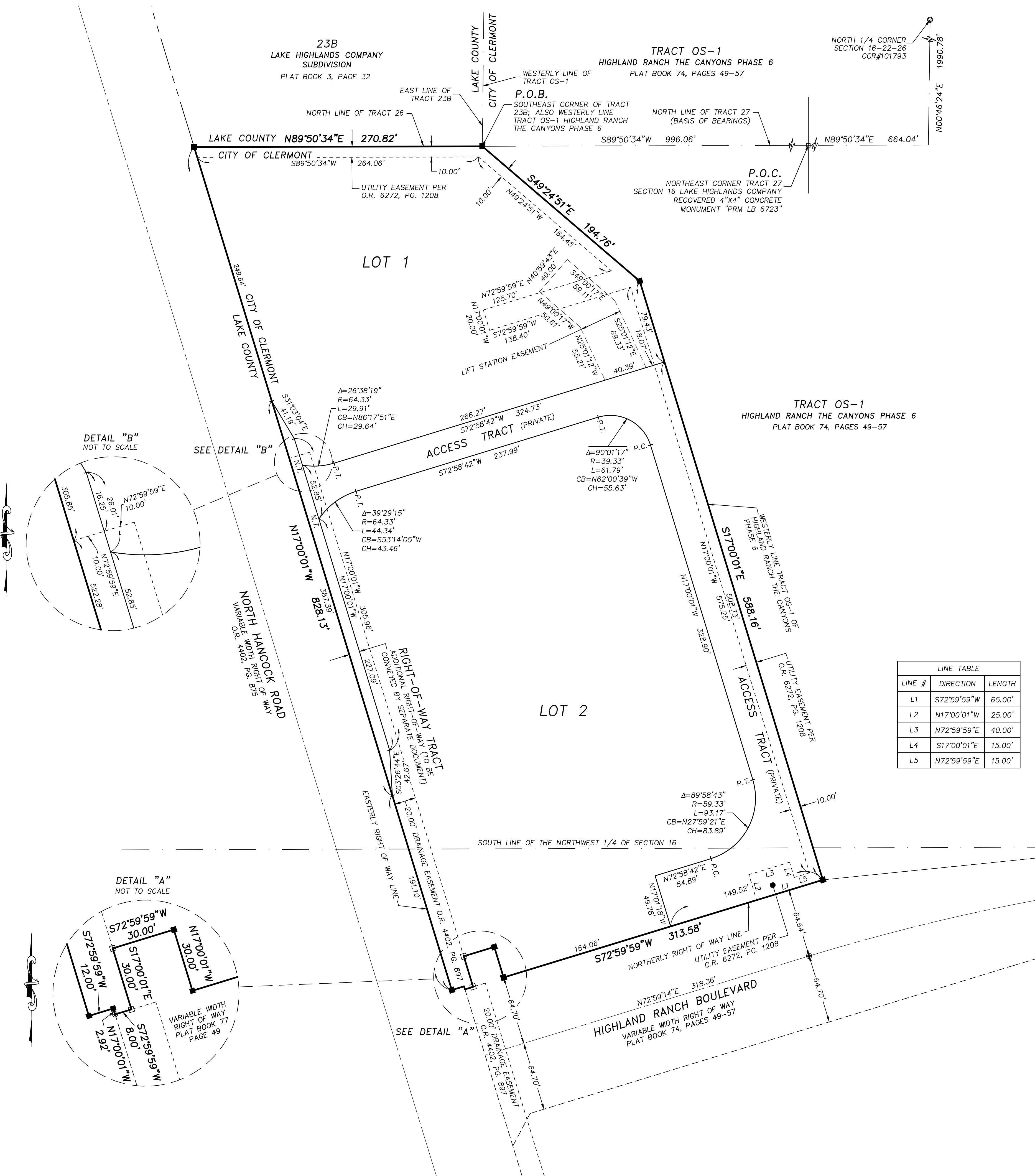
File No _____ Clerk of the Circuit Court in and for Lake County, Florida
By _____

BLACK WEST COMMERCIAL
A PARTIAL REPLAT OF TRACTS 26 AND 39,
SECTION 16 LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 32,
OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET INDEX

SHEET 1 - PLAT DESCRIPTION / NOTES

SHEET 2 - BOUNDARY/LOT GEOMETRY

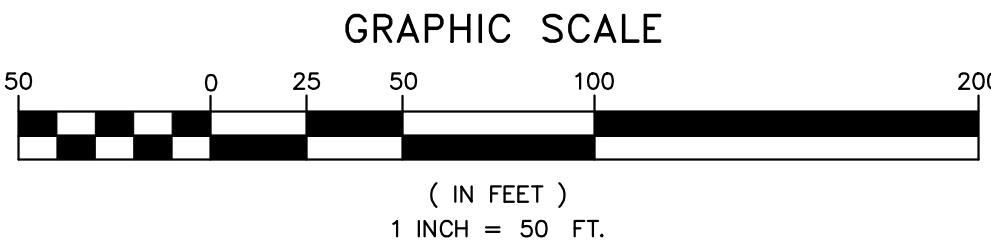


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S72°59'59"W	65.00'
L2	N17°00'01"W	25.00'
L3	N72°59'59"E	40.00'
L4	S17°00'01"E	15.00'
L5	N72°59'59"E	15.00'

LEGEND

Δ	CENTRAL ANGLE	P.O.C.	POINT OF COMMENCEMENT
R	RADIUS	P.O.B.	POINT OF BEGINNING
L	LENGTH	PG.	PAGE
CB	CHORD BEARING	P.B.	PLAT BOOK
CH	CHORD DISTANCE	P.C.	POINT OF CURVATURE
N.T.	NOT TANGENT	P.T.	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK		
D.E.	DRAINAGE EASEMENT		
U.E.	UTILITY EASEMENT		
LB	LICENSED BUSINESS		
PSM	PROFESSIONAL SURVEYOR AND MAPPER		
CCR#	CERTIFIED CORNER RECORD NUMBER		

- DENOTES SET PERMANENT REFERENCE MONUMENT (PRM), A 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 7274"
- DENOTES RECOVERED PERMANENT REFERENCE MONUMENT (PRM), A 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6723"
- DENOTES SET PERMANENT REFERENCE MONUMENT (PRM), A MAGNETIZED NAIL AND DISK STAMPED "PRM LB 7274"



CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877

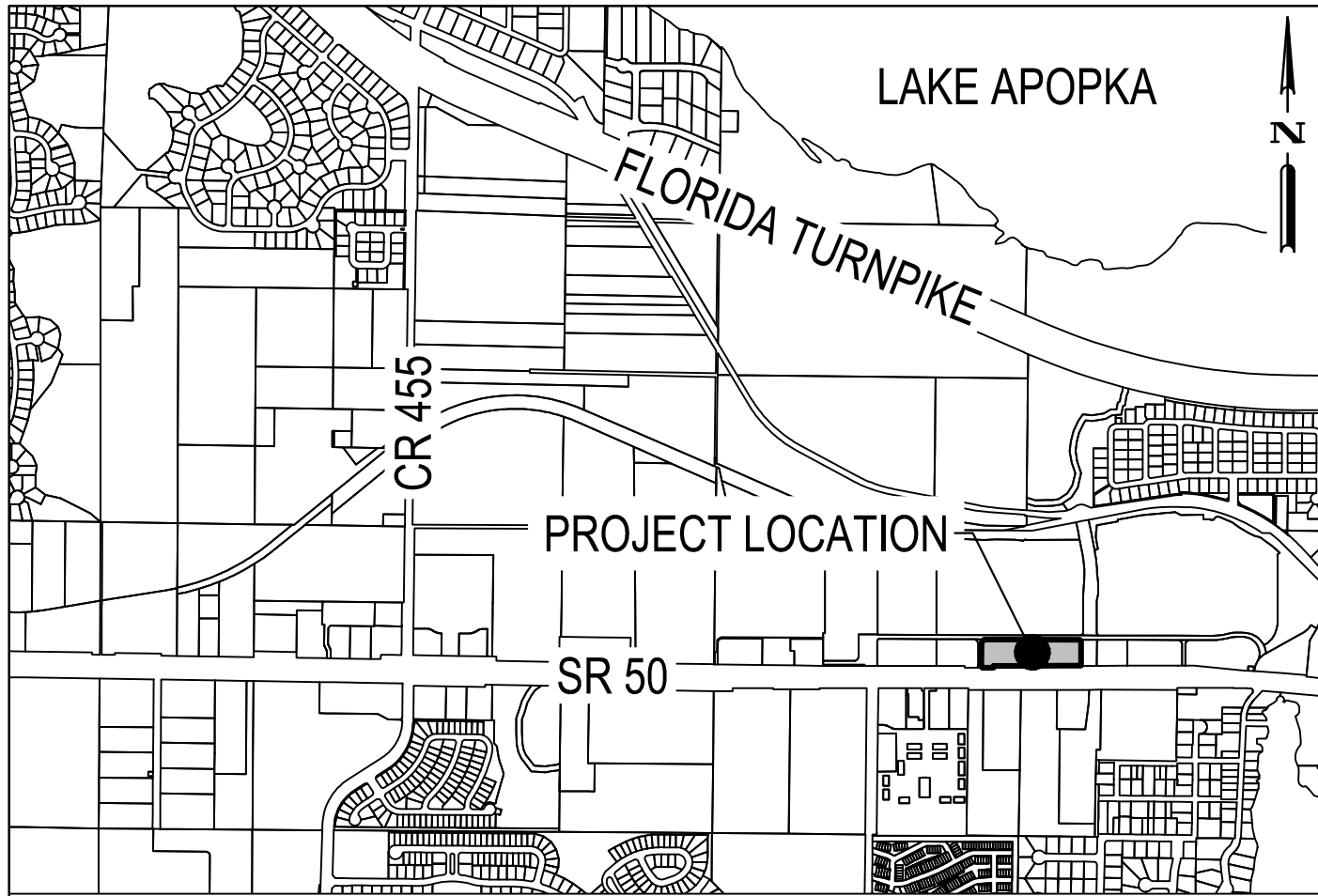


CITY OF CLERMONT
PLAT SUBMITTAL
 APPLICATION

DATE 1/5		FEE \$471	
Project Name (if applicable) Black West Commercial			
Applicant Bishman Surveying			
Contact Person: Aron Bishman			
Address 301 N. Tubb St #106	City Oakland	State FL	Zip 34760
Telephone 407 905 8877	Fax		
Email aron@bishmansurveying.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Center Lake Properties (Matt Smith)			
Owner Address 102 W. Pine Loch Ave #10	City Orlando	State FL	Zip 32804
Telephone 407.702.5865	Email matt@pine Loch.com		
PROPERTY INFORMATION			
Address of Subject Property N. Hancock Rd	City Clermont	State FL	Zip 34711
Number of Lots and Phase 2 lots - 1 phase			
General Location NE corner N Hancock Rd & Highland Ranch Blvd			
Land Use (City verification required)			
Zoning (City verification required)			

AGENDA ITEM

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Plat Approval <i>Plaza Collina Lot 9</i>		
Requested Action		
Recommend approval of the plat.		
Staff Report		
The applicant, Professional Resource Development, Inc., is requesting the platting of 5 commercial lots on 4.542 +/- acres located within the Plaza Collina Development. This property fronts SR 50 and will be accessed via the reverse frontage road, Collina Terrace. This is a replat of the existing Lot 9 into smaller commercial lots. The City's surveyor and engineer have reviewed the plat, and the plat is in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, Plaza Collina Lot 9 Replat.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Plat-Lot9 - FINAL	Plat-Lot9 - FINAL.pdf	
2. Plaza Collina Lot 9 Plat App	Plaza Collina Lot 9 Plat App.pdf	



VICINITY MAP
N.T.S.

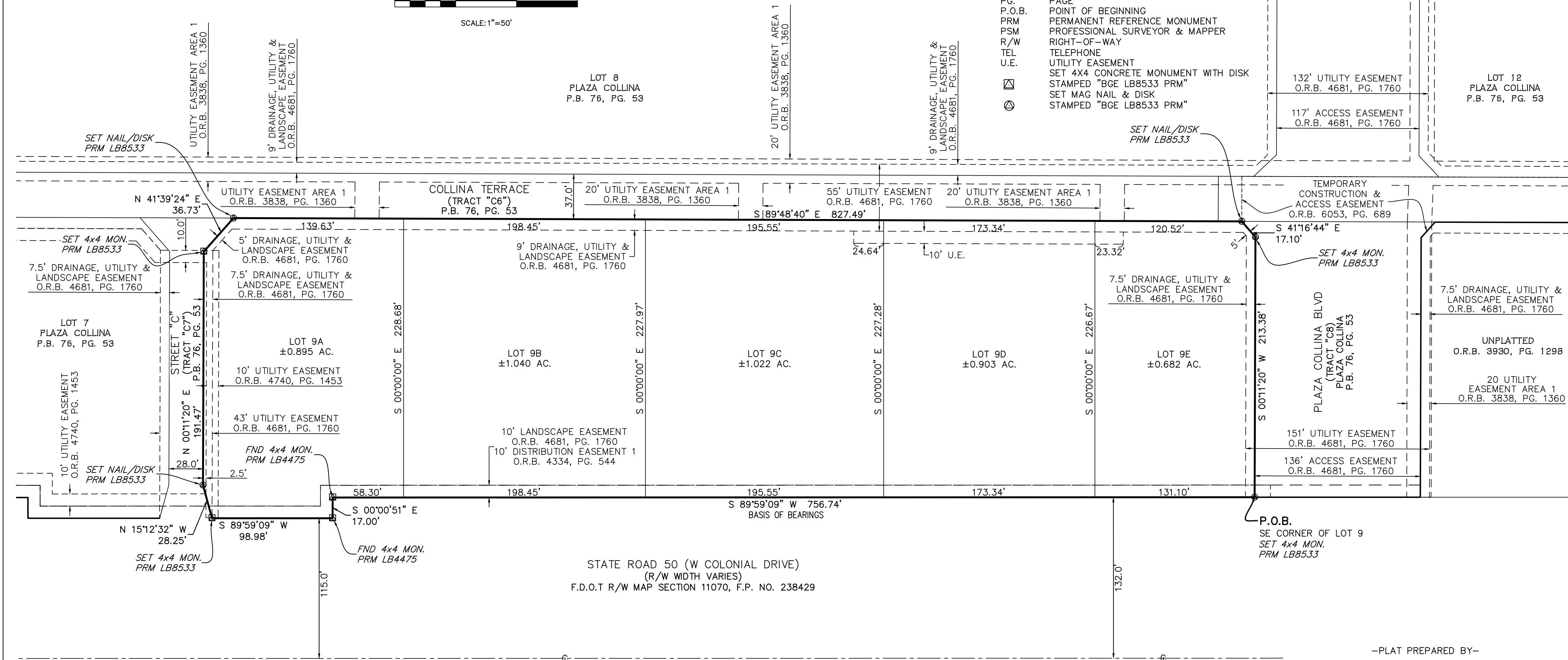
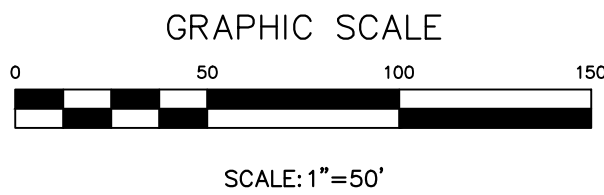
PROPERTY DESCRIPTION:

LOT 9 OF PLAZA COLLINA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 76, PAGE(S) 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 89°59'09" WEST, 756.74 FEET ALONG THE NORTH RIGHT-OF-WAY OF STATE ROAD 50 AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP SECTION 11070; THENCE SOUTH 00°00'51" EAST, 17.00 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°59'09" WEST, 98.98 FEET TO THE EAST LINE OF TRACT "C7", THE SAME BEING STREET "C" AS SHOWN ON SAID PLAT OF PLAZA COLLINA; THENCE NORTH 15°12'32" WEST, 28.25 FEET ALONG SAID EAST LINE OF STREET "C"; THENCE NORTH 00°11'20" EAST, 191.47 FEET CONTINUING ALONG THE EAST LINE OF SAID STREET "C"; THENCE NORTH 41°39'24" EAST, 36.73 FEET TO THE SOUTH LINE OF TRACT "C6", THE SAME BEING COLLINA TERRACE AS SHOWN ON SAID PLAT OF PLAZA COLLINA; THENCE SOUTH 89°48'40" EAST, 827.49 FEET ALONG THE SOUTH LINE OF SAID COLLINA TERRACE TO THE WEST LINE OF TRACT "C8", THE SAME BEING PLAZA COLLINA BOULEVARD AS SHOWN ON SAID PLAT OF PLAZA COLLINA; THENCE SOUTH 41°16'44" EAST, 17.10 FEET ALONG THE WEST LINE OF SAID PLAZA COLLINA BLVD.; THENCE SOUTH 00°11'20" WEST, 213.38 FEET CONTINUING ALONG THE WEST LINE OF SAID PLAZA COLLINA BLVD. TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 4.542 ACRES MORE OR LESS.



STATE ROAD 50 (W COLONIAL DRIVE)
(R/W WIDTH VARIES)
F.D.O.T R/W MAP SECTION 11070, F.P. NO. 238429

PLAZA COLLINA LOT 9 REPLAT

A REPLAT OF LOT 9, PLAZA COLLINA, PLAT BOOK 76, PAGE 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

NOTES:

- THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50, AS SHOWN ON THE PLAT OF PLAZA COLLINA, PLAT BOOK 76, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°59'09" WEST.
- LOTS 9A THROUGH 9E SHALL BE OWNED AND MAINTAINED BY PROFESSIONAL RESOURCE DEVELOPMENT, INC., AN ILLINOIS CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF DEVELOPMENT.
- THE UTILITY EASEMENT (U.E.) SHOWN HEREON SHALL BE MAINTAINED BY PROFESSIONAL RESOURCE DEVELOPMENT, INC., AN ILLINOIS CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS.
- ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET (GRID).
- ALL PUBLISHED RECORDS SHOWN ARE FROM THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA.
- ALL PLATTED UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ACCORDING TO THE TITLE CERTIFICATION PROVIDED BY PAVESE LAW FIRM, DATED MAY 1, 2024, THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING:
 - PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF CLERMONT RECORDED NOVEMBER 6, 2009, IN BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AS SHOWN HEREON.
 - DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED SEPTEMBER 18, 2015, IN BOOK 4681, PAGE 1760, AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED SEPTEMBER 22, 2015, IN BOOK 4682, PAGE 2261, AND AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED APRIL 17, 2018, IN BOOK 5036, PAGE 582; SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED MAY 2, 2019, IN BOOK 5272, PAGE 1649; THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED JULY 8, 2019, IN BOOK 5305, PAGE 756; SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED FEBRUARY 24, 2022, IN BOOK 5902, PAGE 1914; SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED NOVEMBER 14, 2022, IN BOOK 6051, PAGE 1625; AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED NOVEMBER 16, 2022, IN BOOK 6053, PAGE 662, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SHOWN HEREON.
 - EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, RECORDED FEBRUARY 12, 2016, IN BOOK 4740, PAGE 1453, AS SHOWN HEREON.
 - EAS EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, RECORDED FEBRUARY 13, 2023, IN BOOK 6092, PAGE 2317, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (LOT 9). AFFECTS THE PROPERTY, HOWEVER THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.
- DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA, WHICH CONTAINS PROVISIONS FOR RECIPROCAL EASEMENTS, RECORDED MAY 6, 2024, IN BOOK 6328, PAGE 313, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,

LEGEND

- | | |
|----------|--------------------------------------|
| AC. | ACRES |
| Ⓢ | CENTERLINE |
| F.D.O.T. | FLORIDA DEPARTMENT OF TRANSPORTATION |
| FND | FOUND |
| F.P. | FINANCIAL PROJECT |
| LB | LICENSED BUSINESS |
| LS | LICENSED SURVEYOR |
| MON. | MONUMENT |
| NO. | NUMBER |
| O.R.B. | OFFICIAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| PRM | PERMANENT REFERENCE MONUMENT |
| PSM | PROFESSIONAL SURVEYOR & MAPPER |
| R/W | RIGHT-OF-WAY |
| TEL | TELEPHONE |
| U.E. | UTILITY EASEMENT |
| Ⓢ | SET 4x4 CONCRETE MONUMENT WITH DISK |
| Ⓢ | STAMPED "BGE LB8533 PRM" |
| Ⓢ | SET MAG NAIL & DISK |
| Ⓢ | STAMPED "BGE LB8533 PRM" |

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

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1

PLAZA COLLINA LOT 9 REPLAT DEDICATION LOTS 9A THROUGH 9E

KNOWN ALL MEN BY THESE PRESENTS, THAT PROFESSIONAL RESOURCE DEVELOPMENT, INC., AN ILLINOIS CORPORATION, IS FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN, AS PLAZA COLLINA LOT 9 REPLAT, BEING IN THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND DEDICATES NOTHING TO THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AFFIXED HERETO ON THE _____ DAY OF _____, 2024.

WITNESSES:

_____	PROFESSIONAL RESOURCE DEVELOPMENT, INC.
_____	AN ILLINOIS CORPORATION
PRINT NAME: _____	BY: _____
_____	PRINT NAME: _____
PRINT NAME: _____	TITLE: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, BY _____, AS _____, ON BEHALF OF PROFESSIONAL RESOURCE DEVELOPMENT, INC., AN ILLINOIS CORPORATION, WHO IS ☐ PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: _____ SEAL
PRINTED NAME: _____
COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE _____ DAY OF _____, 2024, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST: _____ CITY OF CLERMONT:

CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

REVIEWER STATEMENT

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

SIGNED: _____ JENNINGS E. GRIFFIN, PLS #4486 DATE _____
PROFESSIONAL LAND SURVEYOR
HALFF, INC.
902 N. SINCLAIR AVENUE
TAVARES, FL 32778

REGISTRATION NO.: _____

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 15, 2024, HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

JIM SULLIVAN, PSM DATE _____
REGISTRATION NO. LS6889
BGE, INC.
5426 BAY CENTER DRIVE, SUITE 100
TAMPA, FL 33609

CERTIFICATE OF CLERK

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

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

—PLAT PREPARED BY—



BGE, Inc.
5426 Bay Center Drive, Suite 100, Tampa, FL 33609
Tel: 813-848-0901 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533



CITY OF CLERMONT **PLAT SUBMITTAL** **FILING INSTRUCTIONS**

Submit plat, boundary surveys, Joinder and Consent (if not on face of the plat), Opinion of Title, and Declaration of Covenant and Restriction in PDF format on a CD to Development Services or email to planning@clermontfl.org

Submit letter from Lake County Office of Public Safety Support approving street names, if applicable.

City Fees

Review Fee - \$250.00 plus \$8.00 per lot, plus \$205 plat coordination fee.

Resubmittal Fee - \$50.00 plus \$8.00 per lot (max of \$775.00), plus \$205 plat coordination fee.

Re-plat Fee - \$300.00 plus \$8.00 per lot, plus \$205 plat coordination fee.

Once the plat is approved by the City Engineer and/or City Surveyor (or contracted consultant) you will be notified and at this time you will need to provide a PDF copy of the plat on 11x17 and 1 mylar 24x36. If additional mylar sets are needed, submit them at this time as well. The plat will then be placed on the next available City Council Agenda. Upon final approval, submit a CD in DWG format or shapefile for the City's GIS system.

Plat will be addressed through the Lake County Office of Public Safety Support and the corresponding addressing fee will be forwarded for final payment.

After the plat has been approved by the City Council and signed by the Mayor you will be notified to pick up the original mylar.

Prior to picking up the mylar, all review fees shall be paid, including the contracted consultant. You will take the mylar to the review surveyor's office for signature. Please coordinate with their office. Once signed by the reviewing surveyor, the plat shall be recorded with the Lake County Clerk of Court Office.



CITY OF CLERMONT

PLAT SUBMITTAL

APPLICATION

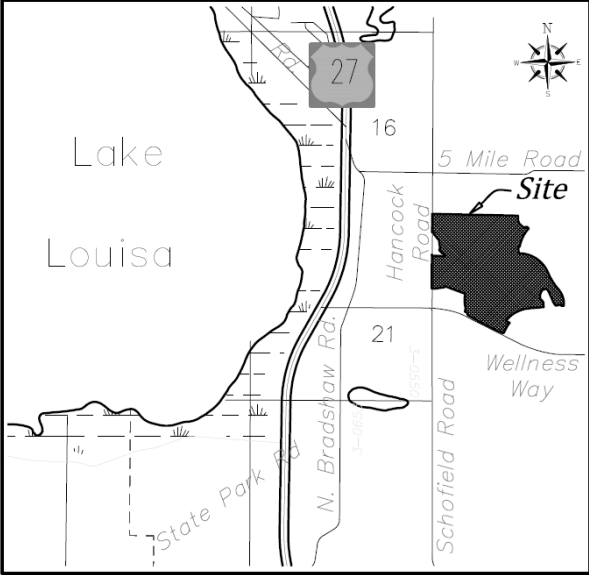
DATE 01/19/2024		FEE \$545.00	
Project Name (if applicable) Plaza Collina Lot 9 Replat			
Applicant PROFESSIONAL RESOURCE DEVELOPMENT, INC.			
Contact Person: Kathryn Smith			
Address 270 West Plant Street, Suite 210		City Winter Garden	State FL Zip 34787
Telephone 386-450-1059		Fax	
Email ksmith@wmgdevelopment.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 0		City Clermont	State FL Zip 34711
Number of Lots and Phase 5 Lots, 1 Phase			
General Location Parcel No. 25-22-26-1400-000-00900 (Alt. Key 3938034) North of SR 50, East of Plaza Collina Blvd, and South of Collina Terrace			
Land Use (City verification required) Commercial - Master Planned Development			
Zoning (City verification required) UE Urban Estate Low Density Residential District			

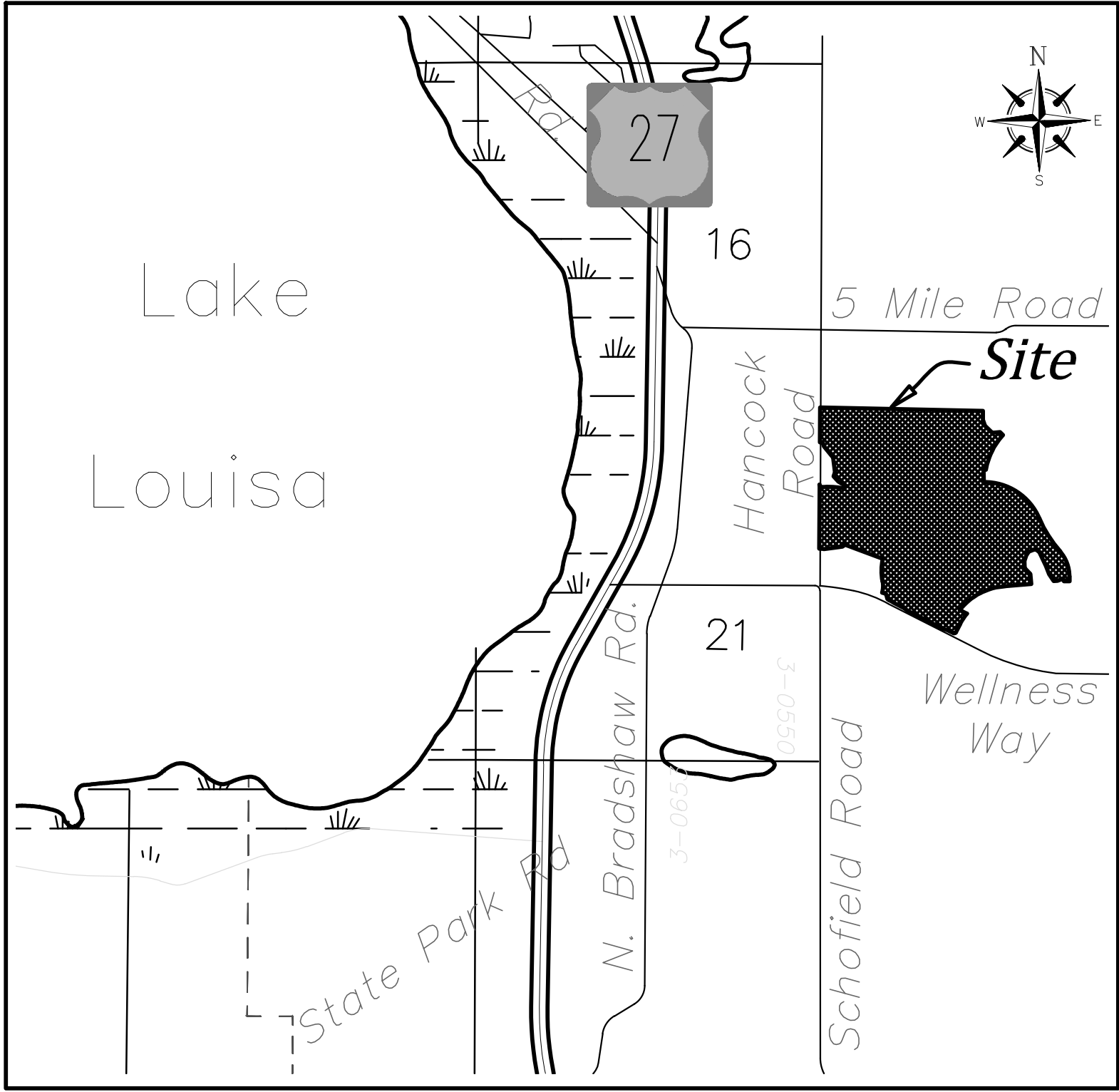


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Plat Approval <i>Wellness Ridge Phase 2</i>		
Requested Action		
Recommend approval of Wellness Ridge Plat Phase 2.		
Staff Report		
The applicant, Lennar Homes, is requesting the plat of Wellness Ridge Phase 2, consisting of 230 residential lots with recreation and stormwater tracts. The project is located in Wellness Way. This phase consists of 187.29 +/- acres and is located north of Wellness Way Boulevard and east of Hancock Road. This is the third plat within this development, which brings the total number of platted lots to 772 lots. Phase 1A and 1B have been platted. The City's surveyor and engineer have reviewed the plat and the plat are in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, Wellness Ridge Phase 2.		
 VICINITY MAP NOT TO SCALE		
Additional Analysis		
Fiscal Impact Summary		
None		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. WELLNESS RIDGE PHASE 2 Plat	WELLNESS RIDGE PHASE 2 Plat .pdf	



VICINITY MAP
NOT TO SCALE

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, LEGEND
SHEET 2	NOTES, PROPERTY INFORMATION
SHEET 3	OVERALL DETAIL WITH KEY MAP, TRACT TABLE
SHEETS 4-13	LOT & TRACT DETAILS (1"=50')
SHEETS 14-15	TRACT DETAILS (1"=100')

LEGEND

P.B. PLAT BOOK D.B. DEED BOOK BK. BOOK PG. PAGE SEC. SECTION TWP. TOWNSHIP RNG. RANGE COR. CORNER AC. ACRES P.S.M. PROFESSIONAL SURVEYOR AND MAPPER P.C.P. PERMANENT CONTROL POINT PRM PERMANENT REFERENCE MONUMENT P.R.C. POINT OF REVERSE CURVATURE P.C.C. POINT OF COMPOUND CURVATURE NAVD NORTH AMERICAN VERTICAL DATUM	Δ DELTA/CENTRAL ANGLE U.E. UTILITY EASEMENT ° DEGREES ' MINUTES " SECONDS ± MORE OR LESS L.B. LICENSED BUSINESS L.S. LICENSED SURVEYOR C.M. CONCRETE MONUMENT P.I. POINT OF INTERSECTION P.T. POINT OF TANGENCY P.C. POINT OF CURVE W.E. WALL EASEMENT CHD CHORD CDD COMMUNITY DEVELOPMENT DISTRICT D.E. DRAINAGE EASEMENT	O.R.B. OFFICIAL RECORDS BOOK D.U.E. DRAINAGE AND UTILITY EASEMENT ID. IDENTIFICATION R/W RIGHT OF WAY FND. FOUND CL CENTERLINE CCR CERTIFIED CORNER RECORD D.A.E. DRAINAGE AND ACCESS EASEMENT ELEV. ELEVATION NR. NON RADIAL R.P. RADIUS POINT POL. POINT ON LINE HOA HOMEOWNERS ASSOCIATION D.A.W.E. DRAINAGE, ACCESS AND WALL EASEMENT
□ DENOTES 4"x4" CONCRETE MONUMENT "PRM L.B. 966" ○ DENOTES 1/2" IRON ROD WITH CAP "L.B. 966" ● DENOTES NAIL AND DISK "L.B. 966 P.C.P."		

JOHNSTON'S
SURVEYING INC.
L.B. 966
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

WELLNESS RIDGE PHASE 2

A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
AND A PORTION OF UNPLATTED LAND
SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF TRACT FD-2, WELLNESS RIDGE PHASE 1-A, AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND A PORTION OF UNPLATTED LANDS ALL LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°49'23"W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 99.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°49'23"W, ALONG SAID NORTH LINE, A DISTANCE OF 2,487.23 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 8,060.00 FEET AND A CENTRAL ANGLE OF 00°10'17"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.11 FEET (CHORD BEARING = S00°18'04"W, CHORD = 24.11 FEET) TO A POINT ON THE WEST BOUNDARY OF TRACT FD-2, WELLNESS RIDGE PHASE 1-A, AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF TANGENCY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2 THE FOLLOWING ELEVEN (11) COURSES: RUN S00°23'17"W, A DISTANCE OF 507.58 FEET; THENCE RUN S89°36'43"E, A DISTANCE OF 40.00 FEET; THENCE RUN S21°00'27"E, A DISTANCE OF 67.17 FEET; THENCE RUN S39°01'14"E, A DISTANCE OF 217.22 FEET; THENCE RUN S07°13'19"E, A DISTANCE OF 226.44 FEET; THENCE RUN S19°04'09"W, A DISTANCE OF 66.46 FEET; THENCE RUN S42°42'47"E, A DISTANCE OF 108.10 FEET; THENCE RUN S58°22'48"E, A DISTANCE OF 115.94 FEET; THENCE RUN S12°47'02"W, A DISTANCE OF 45.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,030.00 FEET AND A CENTRAL ANGLE OF 14°43'01"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 264.57 FEET (CHORD BEARING = N84°34'28"W, CHORD = 263.84 FEET) TO A POINT OF TANGENCY; THENCE RUN S88°04'01"W, A DISTANCE OF 70.52 FEET; THENCE RUN S00°57'08"E, A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 87°40'43"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.56 FEET (CHORD BEARING = S44°13'39"W, CHORD = 48.48 FEET) TO A POINT OF TANGENCY; THENCE RUN S00°23'17"W, A DISTANCE OF 278.88 FEET; THENCE RUN S12°47'44"W, A DISTANCE OF 41.89 FEET RETURNING TO THE BOUNDARY OF SAID TRACT FD-2; THENCE, ALONG SAID BOUNDARY OF TRACT FD-2 THE FOLLOWING TWENTY-ONE (21) COURSES: RUN S00°23'17"W, A DISTANCE OF 527.24 FEET; THENCE RUN S89°36'43"E, A DISTANCE OF 40.00 FEET; THENCE RUN S76°26'03"E, A DISTANCE OF 32.81 FEET; THENCE RUN N82°09'06"E, A DISTANCE OF 164.00 FEET; THENCE RUN N82°07'45"E, A DISTANCE OF 127.35 FEET; THENCE RUN N42°14'16"E, A DISTANCE OF 39.72 FEET; THENCE RUN S69°32'44"E, A DISTANCE OF 625.69 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 855.00 FEET AND A CENTRAL ANGLE OF 23°12'51"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.41 FEET (CHORD BEARING = S00°45'58"W, CHORD = 344.05 FEET) TO A POINT OF REVERSE CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 26°35'24"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 171.71 FEET (CHORD BEARING = S02°27'15"W, CHORD = 170.17 FEET); THENCE RUN S74°15'03"E, A DISTANCE OF 60.00 FEET; THENCE RUN S14°17'26"E, A DISTANCE OF 85.18 FEET; THENCE RUN S60°10'59"E, A DISTANCE OF 31.03 FEET; THENCE RUN S63°02'44"E, A DISTANCE OF 31.73 FEET; THENCE RUN S55°40'43"E, A DISTANCE OF 47.10 FEET; THENCE RUN S63°02'44"E, A DISTANCE OF 179.17 FEET; THENCE RUN S52°58'41"E, A DISTANCE OF 57.21 FEET; THENCE RUN S63°02'44"E, A DISTANCE OF 623.47 FEET; THENCE RUN S72°31'23"E, A DISTANCE OF 60.73 FEET; THENCE RUN S63°02'44"E, A DISTANCE OF 60.35 FEET; THENCE RUN S65°54'29"E, A DISTANCE OF 52.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°08'15"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.02 FEET (CHORD BEARING = N70°31'24"E, CHORD = 34.46 FEET) TO THE POINT OF TANGENCY; THENCE, LEAVING SAID BOUNDARY OF TRACT FD-2, RUN N26°57'16"E, A DISTANCE OF 145.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 835.00 FEET AND A CENTRAL ANGLE OF 13°02'02"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 189.95 FEET (CHORD BEARING = N33°28'17"E, CHORD = 189.54 FEET) TO A POINT; THENCE RUN N63°14'12"W, A DISTANCE OF 124.89 FEET; THENCE RUN N40°42'14"E, A DISTANCE OF 81.03 FEET; THENCE RUN N44°48'18"E, A DISTANCE OF 55.95 FEET; THENCE RUN N48°09'18"E, A DISTANCE OF 55.95 FEET; THENCE RUN N51°30'18"E, A DISTANCE OF 55.95 FEET; THENCE RUN N54°51'18"E, A DISTANCE OF 55.95 FEET; THENCE RUN N58°12'18"E, A DISTANCE OF 55.95 FEET; THENCE RUN N61°35'55"E, A DISTANCE OF 57.41 FEET; THENCE RUN N63°54'58"E, A DISTANCE OF 20.00 FEET; THENCE RUN N66°13'32"E, A DISTANCE OF 57.14 FEET; THENCE RUN N69°36'40"E, A DISTANCE OF 55.95 FEET; THENCE RUN N72°57'40"E, A DISTANCE OF 55.95 FEET; THENCE RUN N76°18'39"E, A DISTANCE OF 55.95 FEET; THENCE RUN N79°39'39"E, A DISTANCE OF 55.95 FEET; THENCE RUN N83°01'39"E, A DISTANCE OF 56.50 FEET; THENCE RUN N84°59'13"E, A DISTANCE OF 50.00 FEET; THENCE RUN N85°00'00"E, A DISTANCE OF 380.00 FEET; THENCE RUN N05°00'00"W, A DISTANCE OF 152.95 FEET; THENCE RUN N44°11'18"W, A DISTANCE OF 125.00 FEET; THENCE RUN N02°28'41"W, A DISTANCE OF 108.04 FEET; THENCE RUN N18°32'08"E, A DISTANCE OF 90.94 FEET; THENCE RUN N33°17'16"E, A DISTANCE OF 70.62 FEET; THENCE RUN N69°24'19"E, A DISTANCE OF 106.54 FEET; THENCE RUN S52°09'45"E, A DISTANCE OF 76.97 FEET; THENCE RUN S24°56'38"E, A DISTANCE OF 234.40 FEET; THENCE RUN S21°15'16"E, A DISTANCE OF 133.13 FEET; THENCE RUN S33°39'52"E, A DISTANCE OF 125.40 FEET; THENCE RUN N85°00'00"E, A DISTANCE OF 59.36 FEET; THENCE RUN N69°19'08"E, A DISTANCE OF 95.28 FEET; THENCE RUN S12°11'21"E, A DISTANCE OF 41.83 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 87.78 FEET TO A POINT ON THE AFORESAID BOUNDARY OF TRACT FD-2; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: RUN N00°27'16"E, A DISTANCE OF 71.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 41°58'00"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 417.50 FEET (CHORD BEARING = N20°31'44"W, CHORD = 408.23 FEET) TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,830.00 FEET AND A CENTRAL ANGLE OF 18°38'16"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 595.28 FEET (CHORD BEARING = N32°11'36"W, CHORD = 592.66 FEET) TO A POINT OF REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 67°50'00"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,077.36 FEET (CHORD BEARING = N56°47'27"W, CHORD = 1,015.54 FEET); THENCE, LEAVING SAID BOUNDARY, RUN N00°42'27"W, A DISTANCE OF 191.50 FEET TO A POINT ON SAID BOUNDARY, BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,101.50 FEET AND A CENTRAL ANGLE OF 01°43'12"; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWELVE (12) COURSES: RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.06 FEET (CHORD BEARING = S89°50'52"E, CHORD = 33.06 FEET); THENCE RUN N12°28'30"E, A DISTANCE OF 83.34 FEET; THENCE RUN N16°08'59"E, A DISTANCE OF 55.53 FEET; THENCE RUN N19°09'55"E, A DISTANCE OF 55.51 FEET; THENCE RUN N22°10'57"E, A DISTANCE OF 55.59 FEET; THENCE RUN N25°12'07"E, A DISTANCE OF 55.59 FEET; THENCE RUN N28°15'59"E, A DISTANCE OF 57.25 FEET; THENCE RUN N30°29'27"E, A DISTANCE OF 24.66 FEET; THENCE RUN N32°49'09"E, A DISTANCE OF 61.08 FEET; THENCE RUN N35°59'09"E, A DISTANCE OF 55.53 FEET; THENCE RUN N39°00'05"E, A DISTANCE OF 55.51 FEET; THENCE RUN N42°01'07"E, A DISTANCE OF 39.20 FEET; THENCE LEAVING SAID BOUNDARY, RUN N47°58'53"W, A DISTANCE OF 64.96 FEET; THENCE RUN S84°48'15"W, A DISTANCE OF 118.05 FEET; THENCE RUN N44°52'56"W, A DISTANCE OF 155.16 FEET; THENCE RUN N20°26'44"W, A DISTANCE OF 97.31 FEET; THENCE RUN N01°10'37"E, A DISTANCE OF 134.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 187.29 ACRES, MORE OR LESS.

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING
PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE
REQUIREMENTS OF THE LAKE COUNTY LAND DEVELOPMENT CODE,
AND WAS FILED FOR RECORD ONAT

FILE NO.....
CLERK OF THE CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA
BY.....D.C.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, THAT THE UNDERSIGNED,
BEING A LICENSED SURVEYOR REGISTERED IN THE STATE OF
FLORIDA, DOES HEREBY CERTIFY THAT ON 01/26/2024 HE
COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE
FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND
CORRECT REPRESENTATION OF THE LANDS SURVEYED AND
PLATTED AND WAS PREPARED UNDER MY DIRECTION AND
SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS
HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT
COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF
CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES; AND
THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

.....
RICHARD D. BROWN, P.S.M.
DATED REGISTRATION NO. ..5700.....
PROFESSIONAL SURVEYING CERTIFICATE OF
AUTHORIZATION NO. L.B. 966

JOHNSTON'S
SURVEYING INC.
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
TEL. (407) 847-2179
FAX (407) 847-6140

REVIEWER STATEMENT

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

SIGNATURE..... DATED.....
NAME: JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR NO. 4486

PLAT BOOK PAGE

DEDICATION WELLNESS RIDGE PHASE 2

KNOW ALL MEN BY THESE PRESENTS, THAT LSMA WELLNESS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE
SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION, TO
THIS PLAT DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES
AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES
CONTAINED HEREIN AND DEDICATES THE STREETS, WITH THE
EXCEPTION OF NAMASTE CIRCLE (TRACT RW-2), PUBLIC USE RIGHTS
PER NOTE 11 AND UTILITY EASEMENTS SHOWN HEREON TO THE
PERPETUAL USE OF THE PUBLIC.

- TO WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT:
TRACT SW-1A (STORMWATER), SW-1B (STORMWATER), SW-5B
(STORMWATER), SW-6 (STORMWATER), SW-7 (STORMWATER), SW-10
(STORMWATER), SW-13 (STORMWATER), SW-14 (STORMWATER),
TRACTS OS-5 (OPEN SPACE), OS-9 (OPEN SPACE), OS-39 (OPEN
SPACE), OS-57 (OPEN SPACE) OS-58 (OPEN SPACE), OS-59
(OPEN SPACE), OS-60 (OPEN SPACE), OS-61 (OPEN SPACE),
OS-63 (OPEN SPACE), TRACT LA-3 (LANDSCAPE), TRACT LA-4
(LANDSCAPE), TRACT LA-5 (LANDSCAPE), LA-19 (LANDSCAPE),
LA-20 (LANDSCAPE), LA-21A (LANDSCAPE), LA-26 (LANDSCAPE),
REC-6 (RECREATION), REC-8 (RECREATION), W-1 (WETLAND AND
BUFFER), W-1C (WETLAND AND BUFFER), W-4 (WETLAND AND
BUFFER); ALLEY TRACT 15 (WELLBEING ALLEY), ALLEY TRACT 16
(STRENGTH ALLEY), ALLEY TRACT 17 (HAZE ALLEY), ALLEY TRACT 18
(CYCLE ALLEY), AND ALLEY TRACT 19 (LIVELINESS ALLEY) AND ALL
WALL EASEMENTS.
- TO THE CITY OF CLERMONT:
TRACT LS-2 (LIFT STATION);
THE STREETS AND UTILITY EASEMENTS OVER, ACROSS AND UPON
THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS
SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS
OVER AND ACROSS STORMWATER TRACTS FOR THE PURPOSE OF
ACCESSING SAID UTILITY EASEMENTS.
- TO THE WELLNESS RIDGE HOMEOWNERS ASSOCIATION, INC.:
PRIVATE RIGHT OF WAY, NAMASTE CIRCLE (TRACT RW-2)

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET
HIS HAND AND SEAL ON, 2024.

LSMA WELLNESS, LLC, a Delaware
limited liability company
By: LSM LB JV, LLC, a Delaware
limited liability company,
Its Manager
WITNESSES:
By: LSM LB Investors, LLC a
Florida limited liability
company,
Its Manager
SIGN:.....
PRINT:.....

By:.....
Michael J. Moser, Its Manager
SIGN:.....
PRINT:.....

STATE OF FLORIDA COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE
NOTARIZATION, THIS DAY OF
2024, BY Michael J. Moser, as Manager, SUCH PERSON [] IS
PERSONALLY KNOWN TO ME OR [] HAS PRODUCED
..... AS IDENTIFICATION.

.....
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN
ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND
PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE
COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF
CLERMONT FOR RECORD ON THE ___ DAY OF
....., 2024 PROVIDED THAT THIS PLAT IS
RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT
COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM
THE DATE OF APPROVAL BY SAID CITY OF CLERMONT,
FLORIDA.

ATTEST: CITY OF CLERMONT
CITY CLERK MAYOR
PRINT NAME PRINT NAME

WELLNESS RIDGE PHASE 2

A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
AND A PORTION OF UNPLATTED LAND
SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 2 OF 15

PLAT
BOOK

PAGE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 22 AS N88°49'23"W.
2. ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS DESIGNATED NON-RADIAL (NR).
3. THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND OR ASSIGNS, SHALL HEREIN BE REFERRED TO AS "THE CDD".
4. THE WELLNESS RIDGE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND OR ASSIGNS, SHALL HEREIN BE REFERRED TO AS "HOA".
5. TRACTS LA-3, LA-4, LA-5, LA-19, LA-20, LA-21A AND LA-26 (LANDSCAPE TRACTS), TRACTS OS-5, OS-9, OS-39, OS-57, OS-58, OS-59, OS-60, OS-61 AND OS-63 (OPEN SPACE TRACTS), TRACTS REC-6 AND REC-8 (RECREATION TRACTS) AND TRACTS SW-1A, SW-1B, SW-5B, SW-6, SW-7, SW-10, SW-13 AND SW-14 (STORMWATER TRACTS) SHALL BE OWNED AND MAINTAINED BY THE CDD AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD.
6. TRACTS ALLEY 15 (WELLBEING ALLEY), ALLEY 16 (STRENGTH ALLEY), ALLEY 17 (HAZE ALLEY), ALLEY 18 (CYCLE ALLEY), AND ALLEY 19 (LIVELINESS ALLEY) SHALL BE OWNED AND MAINTAINED BY THE CDD.
7. PER F.S.S. 177.091(28), ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. UNLESS OTHERWISE SHOWN HEREON, THERE IS A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ADJACENT TO ALL ROADWAY FRONTAGE. THE HOA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN, CORRECT AND/OR REPAIR SAID EASEMENTS UNLESS OTHERWISE NOTED OR SHOWN.
9. THERE ARE 5.00 FOOT WIDE DRAINAGE AND ACCESS EASEMENTS ALONG ALL SIDE AND REAR YARDS, UNLESS OTHERWISE DEPICTED. THE DRAINAGE AND ACCESS EASEMENT AREA SHALL BE OWNED AND MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT AND SHALL PROVIDE THE CDD AND HOA THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN SAID EASEMENT.
10. ALL NAMED ROADWAYS AND ALLEYS, WITH THE EXCEPTION OF NAMASTE CIRCLE (TRACT RW-2), ARE DEDICATED TO THE USE OF THE PUBLIC. NAMASTE CIRCLE (TRACT RW-2) SHALL BE OWNED AND MAINTAINED BY THE HOA.
11. THE PUBLIC USE RIGHTS OVER AND ACROSS NAMASTE CIRCLE (TRACT RW-2) SHALL INCLUDE A PERPETUAL EASEMENT AND RIGHT OF INGRESS AND EGRESS TO AND FOR THE BENEFIT OF DELIVERY AND PICK UP SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, UNITED STATE MAIL CARRIERS, AND REPRESENTATIVES OF UTILITIES.
12. LOT AND TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
13. A MORTGAGE JOINDER AND CONSENT FOR THIS PROPERTY WILL BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
14. THE LANDS SHOWN HEREON ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE WELLNESS RIDGE HOMEOWNERS ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 6067, PAGE 1635 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
15. LANDSCAPING, INCLUDING TREES, IN THE PARKWAY AREAS LOCATED IN THE RIGHTS-OF-WAY IN FRONT OF THE RESIDENTIAL LOTS SHALL BE MAINTAINED BY THE HOA. SIDEWALKS LOCATED WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE CDD.
16. THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (CDD) ASSOCIATED WITH THE LANDS SHOWN HEREON WAS ESTABLISHED THROUGH THE CITY COUNCIL FOR THE CITY OF CLERMONT, FLORIDA, IN OFFICIAL RECORDS BOOK 5972, PAGE 694 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
17. THERE IS A 10.00 FOOT WIDE PRIVATE UTILITY EASEMENT OVER TRACT REC-6 AS DEPICTED HEREON. THE EASEMENT IS FOR THE BENEFIT OF THE OWNERS OF LOTS 700 THROUGH 708.
18. THERE IS A 5.00 FOOT DRAINAGE, ACCESS AND WALL EASEMENT ACROSS THE REAR OF LOTS 719-722 AND LOTS 737-744 AS DEPICTED HEREON.
19. THERE ARE DRAINAGE EASEMENTS ACROSS TRACTS OS-9, OS-58, OS-59 AND OS-60 IN THEIR ENTIRETY.

PROPERTY INFORMATION:

AT THE TIME OF RECORDING, THIS PLAT IS SUBJECT TO VARIOUS RECORDED INSTRUMENTS, INCLUDING, WITHOUT LIMITATION THE FOLLOWING (BUT WITHOUT RE-IMPOSING THE SAME):

A.) MATTERS SET FORTH ON A PLAT OF WELLNESS RIDGE PHASE 1-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 78, PAGE 53; AS AFFECTED BY AN AFFIDAVIT CONFIRMING ERROR ON A RECORDED PLAT (RECORDED IN ACCORDANCE WITH FLORIDA STATUTES 1774.141), RECORDED NOVEMBER 20, 2023, IN OFFICIAL RECORDS BOOK 6244, PAGE 890. **(NOT PLOTTABLE)**

B.) TERMS AND CONDITIONS OF THAT CERTAIN SETTLEMENT AGREEMENT BY AND BETWEEN CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, LAKE LOUISA, LLC, LAKE COUNTY, FLORIDA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CATHERINE E. ROSS GROVES, INC., A FLORIDA CORPORATION; CLONTS GROVES, INC., A FLORIDA CORPORATION AND CRA-MAR GROVES, INC., A FLORIDA CORPORATION RECORDED NOVEMBER 22, 2017 IN OFFICIAL RECORDS BOOK 5030, PAGE 1620. **(NOT PLOTTABLE)**

C.) TERMS AND CONDITIONS OF MCUP APPLICATION; LAKE COUNTY "PLANNING HORIZON 2030" COMPREHENSIVE PLAN; DEVELOPMENT AGREEMENT AND IMPACT FEE CREDITS AGREEMENT AS EVIDENCED BY THAT CERTAIN SETTLEMENT AGREEMENT BY AND BETWEEN CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, LAKE LOUISA, LLC, LAKE COUNTY, FLORIDA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CATHERINE E. ROSS GROVES, INC., A FLORIDA CORPORATION; CLONTS GROVES, INC., A FLORIDA CORPORATION AND CRA-MAR GROVES, INC., A FLORIDA CORPORATION RECORDED NOVEMBER 22, 2017 IN OFFICIAL RECORDS BOOK 5030, PAGE 1620. **(NOT PLOTTABLE)**

D.) ORDINANCE NO. 2019-04 OF THE CITY COUNCIL OF THE CITY OF CLERMONT, RECORDED FEBRUARY 3, 2020, OFFICIAL RECORDS BOOK 5415, PAGE 1845. **(NOT PLOTTABLE)**

E.) ORDINANCE NO. 2019-06 OF THE CITY COUNCIL OF THE CITY OF CLERMONT, RECORDED FEBRUARY 4, 2020, OFFICIAL RECORDS BOOK 5416, PAGE 2325. **(NOT PLOTTABLE)**

F.) UNRECORDED ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION DATED MARCH 23, 2021 BETWEEN AND AMONG LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SOUTH LAKE CROSSINGS IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED AUGUST 18, 2021, IN OFFICIAL RECORDS BOOK 5775, PAGE 1511. **(AS SHOWN)**

G.) UNRECORDED UTILITY IMPACT FEE CREDIT AGREEMENT DATED JULY 21, 2021 BETWEEN AND AMONG THE CITY OF CLERMONT, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED AUGUST 18, 2021, IN OFFICIAL RECORDS BOOK 5775, PAGE 1511. **(NOT PLOTTABLE)**

H.) DECLARATION OF USE RESTRICTIONS BY SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SOUTH LAKE CROSSING III, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND LSMA WELLNESS, LLC A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 18, 2021, IN OFFICIAL RECORDS BOOK 5775, PAGE 1520. **(NOT PLOTTABLE)**

I.) TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED AUGUST 16, 2021, BY AND BETWEEN, SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 18, 2021 IN OFFICIAL RECORDS BOOK 5775, PAGE 1553. **(DOES NOT AFFECT)**

J.) UTILITY IMPACT FEE CREDIT AGREEMENT, LAST EXECUTED DATED JULY 21, 2021, PURSUANT TO AND ASSIGNED BY PARTIAL ASSIGNMENT AND ASSUMPTION OF UTILITY IMPACT FEE CREDIT AGREEMENT BETWEEN AND AMONG THE SOUTH LAKE CROSSINGS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSINGS III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 18, 2021 IN OFFICIAL RECORDS BOOK 5775, PAGE 1596; AS AMENDED BY FIRST AMENDMENT UTILITY IMPACT FEE CREDIT AGREEMENT, RECORDED AUGUST 21, 2023, IN OFFICIAL RECORDS BOOK 6197, PAGE 1883. **(NOT PLOTTABLE)**

K.) MEMORANDUM OF OPTION AGREEMENT (WELLNESS WAY) DATED AUGUST 16, 2021, BY AND BETWEEN LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED AUGUST 24, 2021 IN OFFICIAL RECORDS BOOK 5778, PAGE 1124; AS AMENDED BY AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT (WELLNESS WAY), RECORDED AUGUST 21, 2023, IN OFFICIAL RECORDS BOOK 6197, PAGE 1869. **(NOT PLOTTABLE)**

L.) SUBORDINATION, NON-DISTURBANCE AND RECOGNITION AGREEMENT, RECORDED FEBRUARY 4, 2022, IN OFFICIAL RECORDS BOOK 5890, PAGE 2485; AS AMENDED BY FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND RECOGNITION AGREEMENT, RECORDED AUGUST 21, 2023, IN OFFICIAL RECORDS BOOK 6197, PAGE 1875. **(NOT PLOTTABLE)**

M.) ORDINANCE NO. 2022-018, RECORDED MAY 13, 2022, IN OFFICIAL RECORDS BOOK 5956, PAGE 2309, AND RECORDED MAY 19, 2022, IN OFFICIAL RECORDS BOOK 5960, PAGE 630. **(NOT PLOTTABLE)**

N.) NOTICE OF ESTABLISHMENT OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, RECORDED JUNE 9, 2022, IN OFFICIAL RECORDS BOOK 5972, PAGE 694; FINAL JUDGMENT VALIDATING BONDS RECORDED SEPTEMBER 22, 2022, IN OFFICIAL RECORDS BOOK 6028, PAGE 2226; WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF LIEN AND IMPOSITION OF SPECIAL ASSESSMENTS, RECORDED MARCH 27, 2023, IN OF FICIAL RECORDS BOOK 6113, PAGE 2422; MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGEMENT, RECORDED APRIL 21, 2023, IN OFFICIAL RECORDS BOOK 6128, PAGE 2265. **(NOT PLOTTABLE)**

O.) PARTIAL ASSIGNMENT AND ASSUMPTION OF ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION BY AND AMONG SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSING II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSING III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSING IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THOMAS J. KARR, JR., AND LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 11, 2022, IN OFFICIAL RECORDS BOOK 6006, PAGE 2335; AS AMENDED BY AMENDMENT TO PARTIAL ASSIGNMENT AND ASSUMPTION OF ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION, RECORDED AUGUST 21, 2023, IN OFFICIAL RECORDS BOOK 6197, PAGE 1889. **(NOT PLOTTABLE)**

P.) DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WELLNESS RIDGE BY LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 16, 2022, IN OFFICIAL RECORDS BOOK 6067, PAGE 1635; AS AMENDED BY FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WELLNESS RIDGE, RECORDED JULY 12, 2023, IN OFFICIAL RECORDS BOOK 6174, PAGE 1485. **(NOT PLOTTABLE)**

Q.) DECLARATION OF UTILITY EASEMENTS BY LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 17, 2023, IN OFFICIAL RECORDS BOOK 6109, PAGE 232. **(AS SHOWN)**

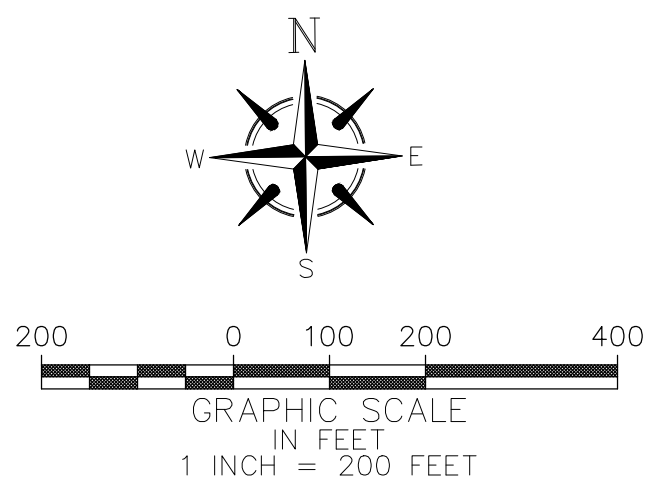
R.) GRANT OF MASTER TELECOMMUNICATIONS EASEMENT BY LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO FISIONX LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 13, 2023, IN OFFICIAL RECORDS BOOK 6175, PAGE 1134. **(NOT PLOTTABLE)**

S.) INTENTIONALLY DELETED.

T.) POST-CLOSING AGREEMENT BY AND AMONG LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SOUTH LAKE CROSSING III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED AUGUST 23, 2023, IN OFFICIAL RECORDS BOOK 6199, PAGE 344. **(NOT PLOTTABLE)**

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WELLNESS RIDGE PHASE 2

A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
AND A PORTION OF UNPLATTED LAND
SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	8060.00'	0°10'17"	24.11'	S00°18'04"W	24.11'
C2	1030.00'	14°43'01"	264.57'	N84°34'28"W	263.84'
C3	855.00'	23°12'51"	346.41'	S00°45'58"W	344.05'
C4	370.00'	26°35'24"	171.71'	S02°27'15"W	170.17'
C5	25.00'	87°08'15"	38.02'	N70°31'24"E	34.46'
C6	835.00'	13°02'02"	189.95'	S33°28'17"W	189.54'
C7	570.00'	41°58'00"	417.50'	N20°31'44"W	408.23'
C8	1830.00'	18°38'16"	595.28'	S32°11'36"E	592.66'
C9	910.00'	67°50'00"	1077.36'	N56°47'27"W	1015.54'
C10	1101.50'	1°43'12"	33.06'	N89°50'52"W	33.06'
C26	35.00'	87°40'43"	53.56'	S44°13'39"W	48.48'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	S12°47'02"W	45.0
L36	N30°29'27"E	24.6
L37	N32°49'09"E	61.0
L38	N35°59'05"E	55.5
L39	N39°00'05"E	55.5
L40	N42°01'07"E	39.2
L41	N47°58'53"W	64.9
L42	S84°48'15"W	118.0
L43	N44°52'56"W	155.1
L44	N20°26'44"W	97.3
L45	N01°10'37"E	134.1
L101	N58°12'18"E	55.9
L102	N61°35'55"E	57.4
L103	N63°54'58"E	20.0
L104	N66°1'3'32"E	57.1
L105	N69°36'40"E	55.9
L106	N72°57'40"E	55.9
L107	N76°18'39"E	55.9
L108	N05°00'00"W	152.9
L109	N44°11'18"W	125.0
L110	S52°09'45"E	76.9
L111	N85°00'00"E	59.3
L112	N69°19'08"E	95.2
L113	S12°11'21"E	41.8

TRACT TABLE:

TRACT NAME	PURPOSE	OWNERSHIP/MAINTENANCE
ALLEY 15 (WELLBEING ALLEY)	PRIVATE ALLEYWAY	WELLNESS RIDGE CDD
ALLEY 16 (STRENGTH ALLEY)	PRIVATE ALLEYWAY	WELLNESS RIDGE CDD
ALLEY 17 (HAZE ALLEY)	PRIVATE ALLEYWAY	WELLNESS RIDGE CDD
ALLEY 18 (CYCLE ALLEY)	PRIVATE ALLEYWAY	WELLNESS RIDGE CDD
ALLEY 19 (LIVELINESS ALLEY)	PRIVATE ALLEYWAY	WELLNESS RIDGE CDD
LA-3	LANDSCAPE	WELLNESS RIDGE CDD
LA-4	LANDSCAPE	WELLNESS RIDGE CDD
LA-5	LANDSCAPE	WELLNESS RIDGE CDD
LA-19	LANDSCAPE	WELLNESS RIDGE CDD
LA-20	LANDSCAPE	WELLNESS RIDGE CDD
LA-21A	LANDSCAPE	WELLNESS RIDGE CDD
LA-26	LANDSCAPE	WELLNESS RIDGE CDD
LS-2	LIFT STATION	CITY OF CLERMONT
OS-5	OPEN SPACE	WELLNESS RIDGE CDD
OS-9	OPEN SPACE	WELLNESS RIDGE CDD
OS-39	OPEN SPACE	WELLNESS RIDGE CDD
OS-57	OPEN SPACE	WELLNESS RIDGE CDD
OS-58	OPEN SPACE	WELLNESS RIDGE CDD
OS-59	OPEN SPACE	WELLNESS RIDGE CDD
OS-60	OPEN SPACE	WELLNESS RIDGE CDD
OS-61	OPEN SPACE	WELLNESS RIDGE CDD
OS-63	OPEN SPACE	WELLNESS RIDGE CDD
REC-6	RECREATION	WELLNESS RIDGE CDD
REC-8	RECREATION	WELLNESS RIDGE CDD
RW-2	PRIVATE RIGHT OF WAY	WELLNESS RIDGE HOA
SW-1A	STORMWATER	WELLNESS RIDGE CDD
SW-1B	STORMWATER	WELLNESS RIDGE CDD
SW-5B	STORMWATER	WELLNESS RIDGE CDD
SW-6	STORMWATER	WELLNESS RIDGE CDD
SW-7	STORMWATER	WELLNESS RIDGE CDD
SW-10	STORMWATER	WELLNESS RIDGE CDD
SW-13	STORMWATER	WELLNESS RIDGE CDD
SW-14	STORMWATER	WELLNESS RIDGE CDD
W-1	WETLAND & BUFFER	WELLNESS RIDGE CDD
W-1C	WETLAND & BUFFER	WELLNESS RIDGE CDD
W-4	WETLAND & BUFFER	WELLNESS RIDGE CDD

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, LEGEND
SHEET 2	NOTES, PROPERTY INFORMATION
SHEET 3	OVERALL DETAIL WITH KEY MAP, TRACT TABLE
SHEETS 4-13	LOT & TRACT DETAILS (1"=50')
SHEETS 14-15	TRACT DETAILS (1"=100')

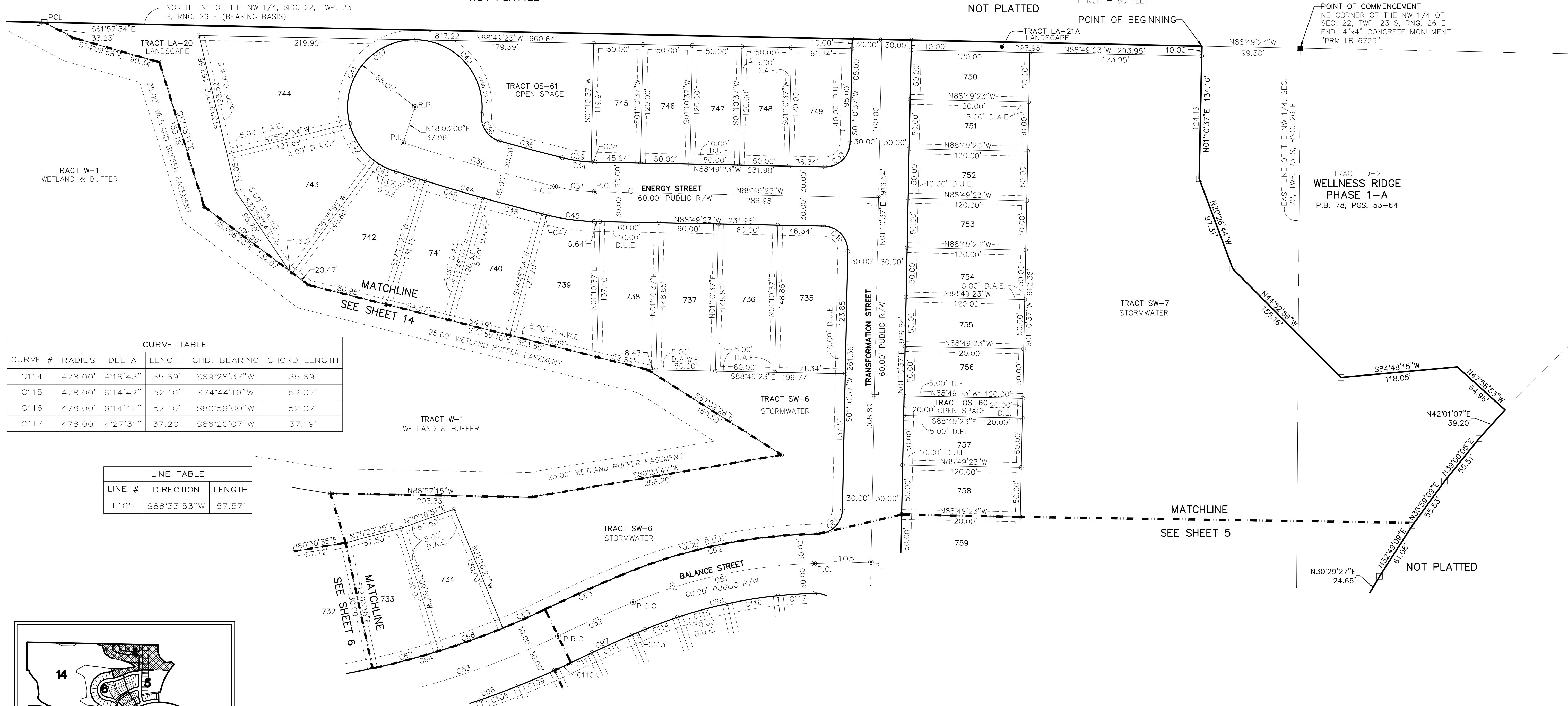
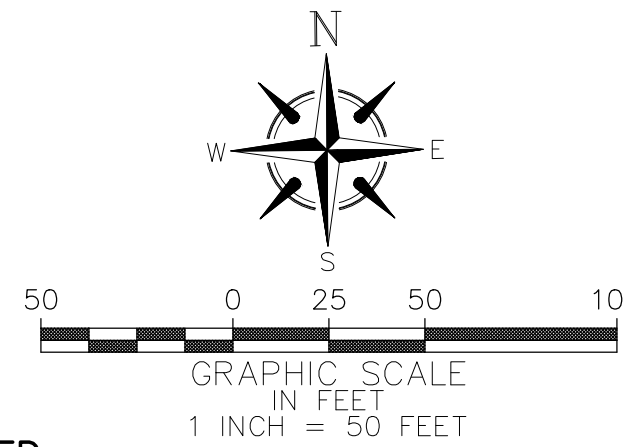
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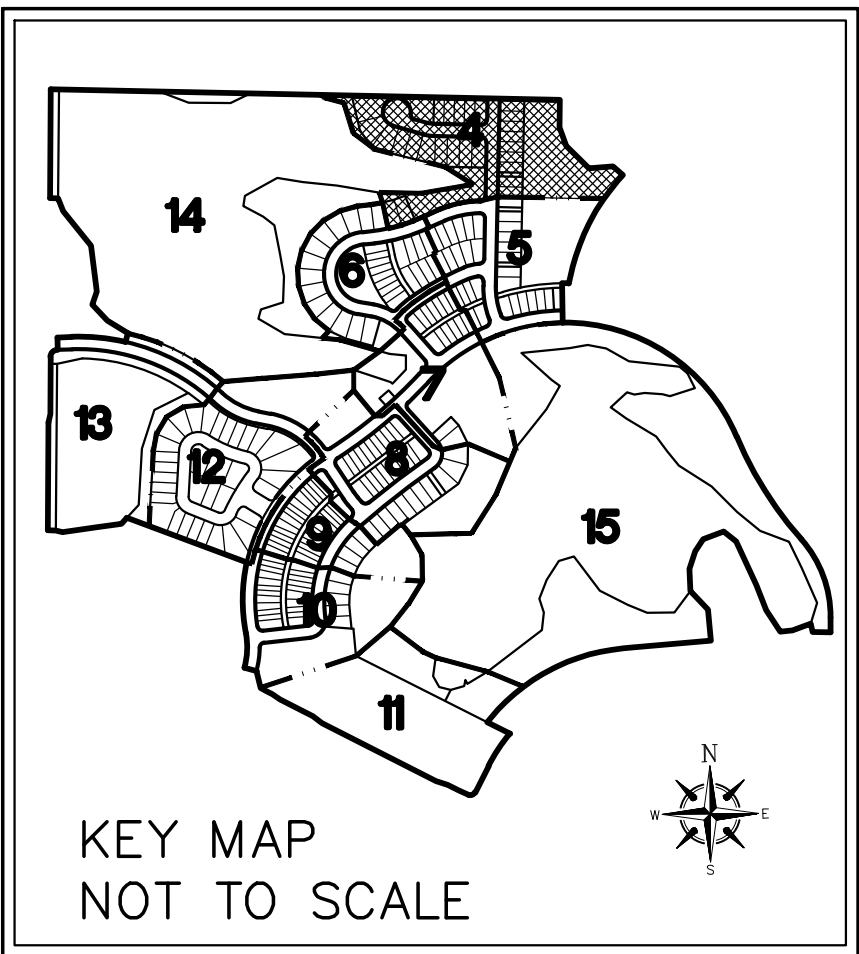
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C114	478.00'	4°16'43"	35.69'	S69°28'37"W	35.69'
C115	478.00'	6°14'42"	52.10'	S74°44'19"W	52.07'
C116	478.00'	6°14'42"	52.10'	S80°59'00"W	52.07'
C117	478.00'	4°27'31"	37.20'	S86°20'07"W	37.19'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L105	S88°33'53"W	57.57'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C31	180.00'	12°55'42"	40.62'	S82°21'32"E	40.53'
C32	2322.52'	3°56'41"	159.90'	S73°55'21"E	159.87'
C33	25.00'	90°00'00"	39.27'	N46°10'37"E	35.36'
C34	150.00'	12°55'42"	33.85'	S82°21'32"E	33.77'
C35	2292.52'	1°38'35"	65.74'	S75°04'24"E	65.74'
C36	25.00'	80°35'46"	35.17'	S33°57'13"E	32.34'
C37	68.00'	260°15'06"	308.87'	S56°13'07"W	103.99'
C38	150.00'	1°39'50"	4.36'	S87°59'28"E	4.36'
C39	150.00'	11°15'52"	29.49'	S81°31'37"E	29.44'
C40	68.00'	95°10'02"	112.95'	N41°14'21"W	100.40'
C41	68.00'	105°16'04"	124.93'	S38°32'36"W	108.09'
C42	68.00'	39°28'40"	46.85'	S33°49'45"E	45.93'
C43	68.00'	20°20'20"	24.14'	S63°44'15"E	24.01'

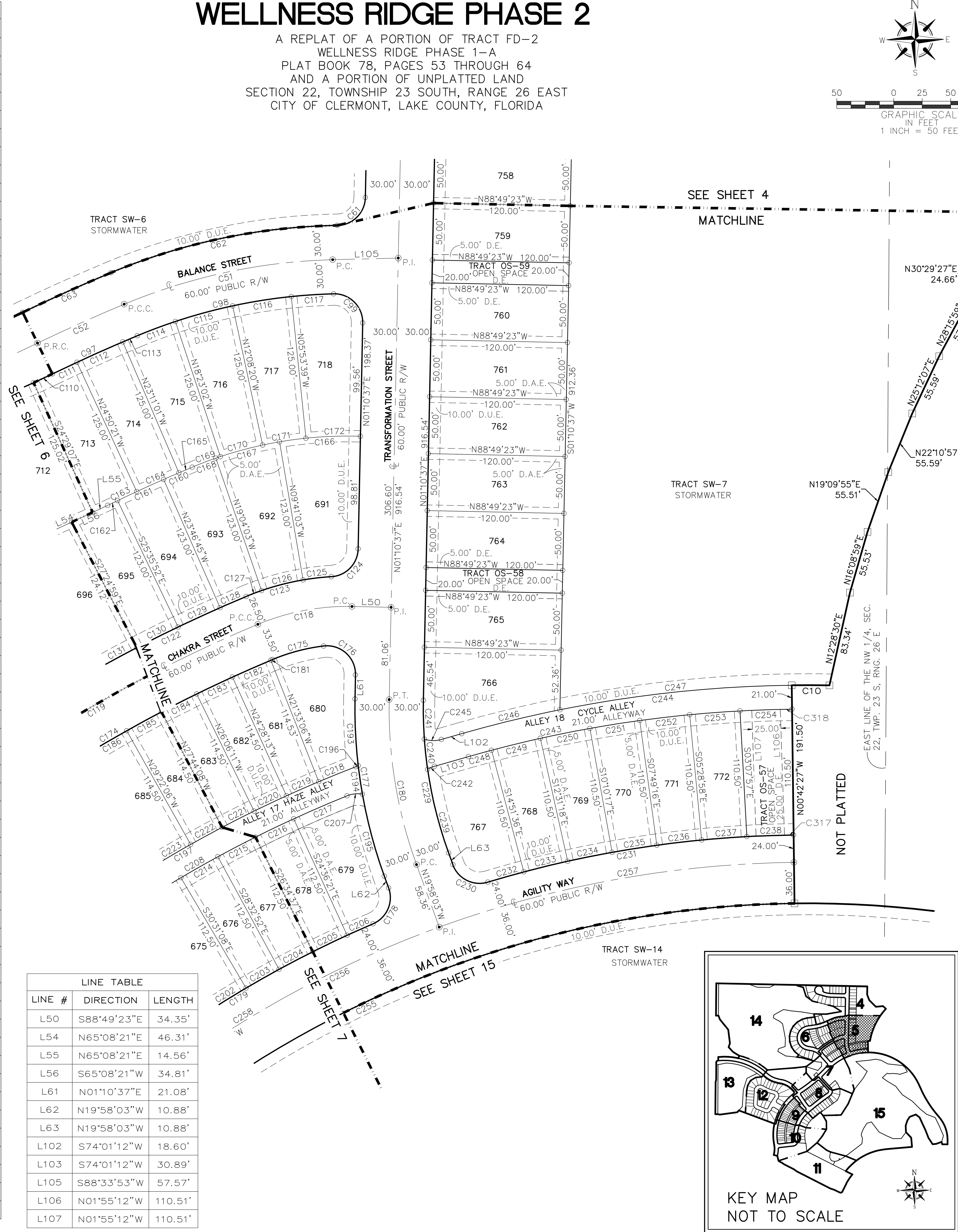
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C44	2352.52'	3°53'18"	159.65'	S73°57'03"E	159.62'
C45	210.00'	12°55'42"	47.38'	S82°21'32"E	47.28'
C46	25.00'	90°00'00"	39.27'	N43°49'23"W	35.36'
C47	2352.52'	0°09'17"	6.36'	S75°49'03"E	6.36'
C48	2352.52'	1°30'31"	61.94'	S74°59'08"E	61.94'
C49	2352.52'	1°29'20"	61.14'	S73°29'13"E	61.13'
C50	2352.52'	0°44'09"	30.21'	S72°22'28"E	30.21'
C51	508.00'	21°13'38"	188.21'	S77°57'04"W	187.13'
C52	1556.00'	3°04'17"	83.41'	S65°48'07"W	83.40'
C53	805.00'	16°36'13"	233.28'	N72°34'05"E	232.46'
C61	25.00'	87°53'54"	38.35'	N45°07'34"E	34.70'
C62	538.00'	21°44'16"	204.11'	S78°12'23"W	202.89'
C63	1586.00'	3°04'17"	85.02'	S65°48'07"W	85.01'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C64	775.00'	19°11'45"	259.65'	N73°51'51"E	258.44'
C67	775.00'	5°06'34"	69.11'	N75°23'25"E	69.09'
C68	775.00'	5°06'34"	69.11'	N70°16'51"E	69.09'
C69	775.00'	3°27'35"	46.80'	N65°59'46"E	46.79'
C96	835.00'	19°11'45"	279.75'	N73°51'51"E	278.44'
C97	1526.00'	3°04'17"	81.80'	S65°48'07"W	81.79'
C98	478.00'	21°13'38"	177.09'	S77°57'04"W	176.08'
C108	835.00'	2°45'39"	40.24'	N69°39'22"E	40.23'
C109	835.00'	2°45'39"	40.24'	N66°53'43"E	40.23'
C110	835.00'	1°14'55"	18.20'	N64°53'26"E	18.20'
C111	1526.00'	0°53'41"	23.83'	S64°42'49"W	23.83'
C112	1526.00'	1°39'19"	44.09'	S65°59'19"W	44.09'
C113	1526.00'	0°31'17"	13.88'	S67°04'37"W	13.88'



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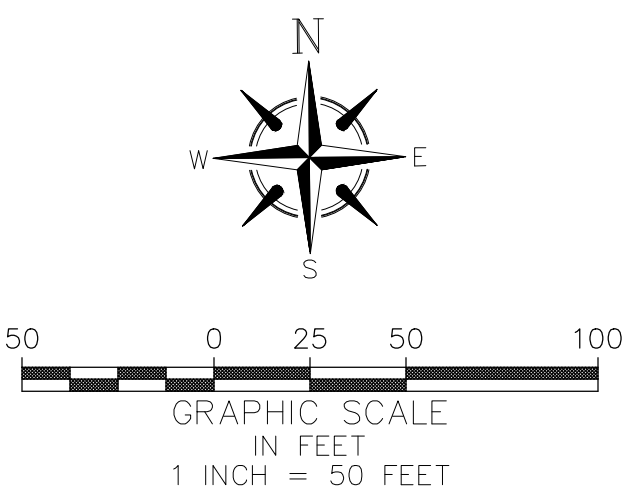
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C10	1101.50'	1°43'12"	33.06'	N89°50'52"W	33.06'
C51	508.00'	21°13'38"	188.21'	S77°57'04"W	187.13'
C52	1556.00'	3°04'17"	83.41'	S65°48'07"W	83.40'
C61	25.00'	87°53'54"	38.35'	N45°07'34"E	34.70'
C62	538.00'	21°44'16"	204.11'	S78°12'23"W	202.89'
C63	1586.00'	3°04'17"	85.02'	S65°48'07"W	85.01'
C97	1526.00'	3°04'17"	81.80'	S65°48'07"W	81.79'
C98	478.00'	21°13'38"	177.09'	S77°57'04"W	176.08'
C99	25.00'	92°36'44"	40.41'	N45°07'45"W	36.15'
C110	835.00'	1°14'55"	18.20'	N64°53'26"E	18.20'
C111	1526.00'	0°53'41"	23.83'	S64°42'49"W	23.83'
C112	1526.00'	1°39'19"	44.09'	S65°59'19"W	44.09'
C113	1526.00'	0°31'17"	13.88'	S67°04'37"W	13.88'
C114	478.00'	4°16'43"	35.69'	S69°28'37"W	35.69'
C115	478.00'	6°14'42"	52.10'	S74°44'19"W	52.07'
C116	478.00'	6°14'42"	52.10'	S80°59'00"W	52.07'
C117	478.00'	4°27'31"	37.20'	S86°20'07"W	37.19'
C118	203.50'	23°50'22"	84.67'	S79°15'26"W	84.06'
C119	1251.50'	13°34'42"	296.59'	S60°32'54"W	295.90'
C122	1278.00'	13°34'42"	302.87'	S60°32'54"W	302.16'
C123	230.00'	19°11'43"	77.05'	S76°56'07"W	76.69'
C124	25.00'	85°21'21"	37.24'	N43°51'18"E	33.89'
C125	230.00'	6°13'01"	24.96'	S83°25'28"W	24.94'
C126	230.00'	9°22'59"	37.67'	S75°37'27"W	37.62'
C127	230.00'	3°35'42"	14.43'	S69°08'06"W	14.43'
C128	1278.00'	1°07'00"	24.91'	S66°46'45"W	24.91'
C129	1278.00'	1°49'07"	40.57'	S65°18'42"W	40.56'
C130	1278.00'	1°49'07"	40.57'	S63°29'34"W	40.56'
C131	1278.00'	1°49'07"	40.57'	S61°40'27"W	40.56'
C160	1401.00'	1°07'00"	27.31'	S66°46'45"W	27.31'
C161	1401.00'	1°49'07"	44.47'	S65°18'42"W	44.47'
C162	1401.00'	0°23'46"	9.69'	S64°12'15"W	9.69'
C163	1401.00'	1°09'18"	28.24'	S64°35'00"W	28.24'
C164	1401.00'	1°39'19"	40.48'	S65°59'19"W	40.48'
C165	1401.00'	0°31'17"	12.75'	S67°04'37"W	12.75'
C166	353.00'	11°34'04"	71.27'	S86°05'59"W	71.15'
C167	353.00'	9°22'59"	57.81'	S75°37'27"W	57.75'
C168	353.00'	3°35'42"	22.15'	S69°08'06"W	22.15'
C169	353.00'	4°16'43"	26.36'	S69°28'37"W	26.35'
C170	353.00'	6°14'42"	38.48'	S74°44'19"W	38.46'
C171	353.00'	6°14'42"	38.48'	S80°59'00"W	38.46'
C172	353.00'	7°46'40"	47.92'	S87°59'41"W	47.88'
C174	1218.00'	13°34'42"	288.65'	S60°32'54"W	287.98'
C175	170.00'	15°39'12"	46.44'	S75°09'51"W	46.30'
C176	25.00'	98°11'10"	42.84'	N47°54'58"W	37.79'
C177	430.00'	21°08'40"	158.69'	S09°23'43"E	157.79'
C178	25.00'	86°49'53"	37.89'	N23°26'54"E	34.36'
C179	970.00'	15°12'48"	257.56'	S59°15'26"W	256.80'
C180	400.00'	21°08'40"	147.62'	S09°23'43"E	146.78'
C181	1218.00'	0°04'49"	1.70'	S67°17'51"W	1.70'
C182	1218.00'	1°43'40"	36.73'	S66°23'37"W	36.73'
C183	1218.00'	1°37'58"	34.71'	S64°42'48"W	34.71'
C184	1218.00'	1°37'58"	34.71'	S63°04'50"W	34.71'
C185	1218.00'	1°37'58"	34.71'	S61°26'53"W	34.71'
C186	1218.00'	1°37'58"	34.71'	S59°48'55"W	34.71'
C193	430.00'	7°49'15"	58.69'	S02°44'00"E	58.65'
C194	430.00'	3°22'27"	25.32'	S08°19'51"E	25.32'
C195	430.00'	9°56'58"	74.67'	S14°59'34"E	74.58'
C196	25.00'	5°09'26"	2.25'	N66°22'50"E	2.25'
C197	1103.50'	18°31'53"	356.91'	S59°41'37"W	355.36'
C202	970.00'	1°58'15"	33.37'	S58°29'45"W	33.37'
C203	970.00'	1°58'15"	33.37'	S60°28'00"W	33.37'
C204	970.00'	1°58'15"	33.37'	S62°26'15"W	33.37'
C205	970.00'	1°58'15"	33.37'	S64°24'31"W	33.37'
C206	970.00'	1°28'11"	24.88'	S66°07'44"W	24.88'



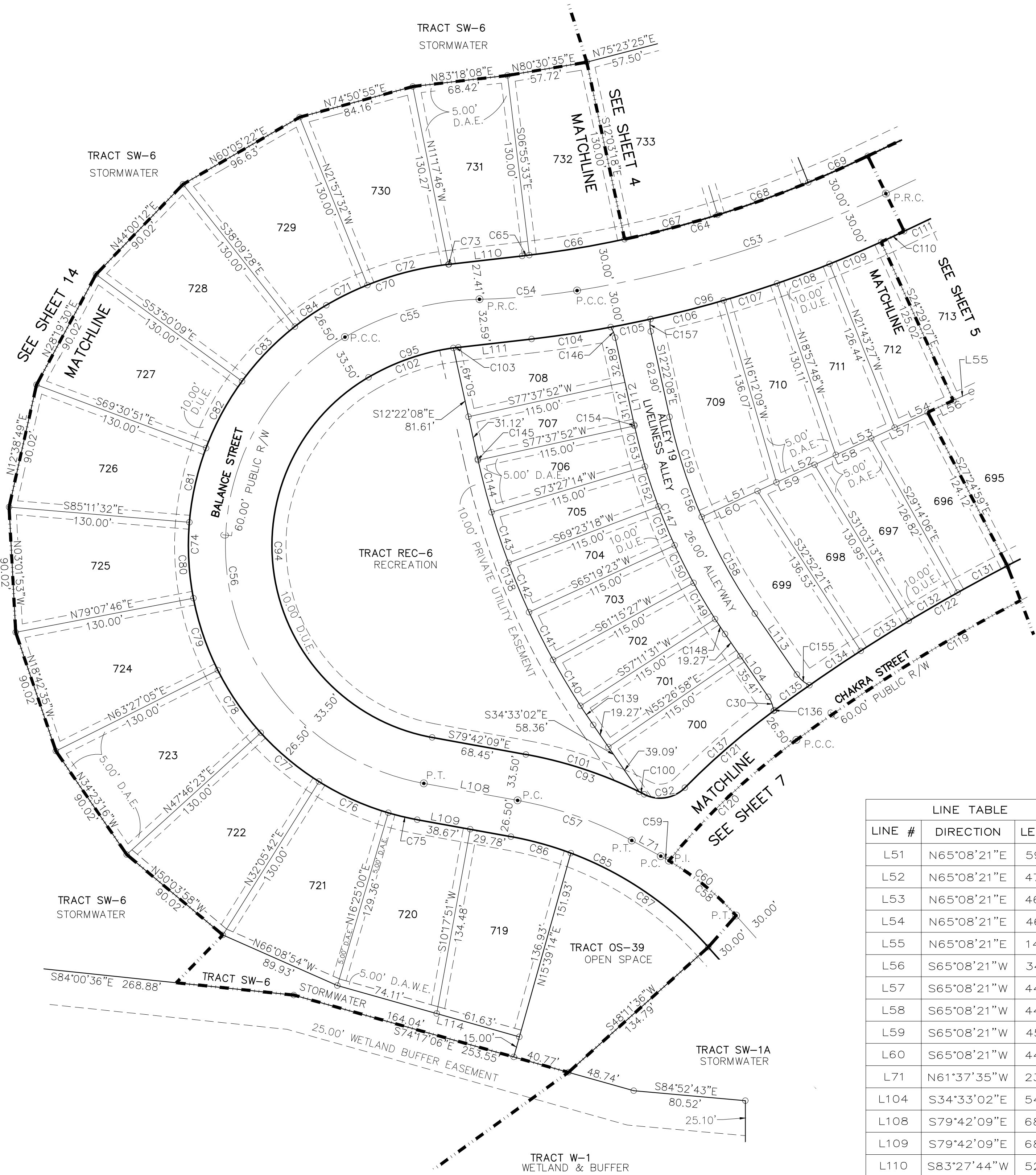
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C207	25.00'	31°26'46"	13.72'	S83°48'47"W	13.55'
C208	1082.50'	17°30'44"	330.86'	S59°20'02"W	329.57'
C214	1082.50'	1°58'15"	37.24'	S60°28'00"W	37.24'
C215	1082.50'	1°58'15"	37.24'	S62°26'15"W	37.24'
C216	1082.50'	1°58'15"	37.24'	S64°24'31"W	37.24'
C217	1082.50'	2°41'46"	50.94'	S66°44'31"W	50.93'
C218	1103.50'	1°49'32"	35.16'	S68°02'47"W	35.16'
C219	1103.50'	1°36'15"	30.90'	S66°19'54"W	30.89'
C220	1103.50'	1°37'58"	31.44'	S64°42'48"W	31.44'
C221	1103.50'	1°37'58"	31.44'	S63°04'50"W	31.44'
C222	1103.50'	1°37'58"	31.44'	S61°26'53"W	31.44'
C223	1103.50'	1°37'58"	31.44'	S59°48'55"W	31.44'
C229	370.00'	21°08'40"	136.54'	S09°23'43"E	135.77'
C230	25.00'	86°49'53"	37.89'	S63°22'59"E	34.36'
C231	970.00'	16°05'28"	272.42'	S81°14'49"W	271.52'
C232	970.00'	1°56'19"	32.82'	S74°10'14"W	32.82'
C233	970.00'	2°20'18"	39.59'	S76°18'33"W	39.59'
C234	970.00'	2°21'01"	39.79'	S78°39'13"W	39.79'
C235	970.00'	2°21'01"	39.79'	S81°00'14"W	39.79'
C236	970.00'	2°20'18"	39.59'	S83°20'53"W	39.59'
C237	970.00'	2°21'01"	39.79'	S85°41'33"W	39.79'
C238	970.00'	2°25'29"	41.05'	S88°04'48"W	41.05'
C239	370.00'	11°44'12"	75.79'	S14°05'57"E	75.66'
C240	370.00'	4°08'28"	26.74'	S06°09'37"E	26.74'
C241	370.00'	5°16'00"	34.01'	S01°27'23"E	34.00'
C242	25.00'	15°10'06"	6.62'	S66°26'09"W	6.60'
C243	1080.50'	15°16'20"	288.01'	S81°39'22"W	287.16'
C244	1101.50'	15°16'20"	293.61'	S81°39'22"W	292.74'
C245	25.00'	34°48'28"	15.19'	S88°34'34"E	14.96'
C246	1101.50'	4°36'49"	88.70'	S76°19'37"W	88.67'
C247	1101.50'	10°39'31"	204.91'	S83°57'47"W	204.62'
C248	1080.50'	1°07'12"	21.12'	S74°34'48"W	21.12'
C249	1080.50'	2°20'18"	44.10'	S76°18'33"W	44.10'
C250	1080.50'	2°21'01"	44.32'	S78°39'13"W	44.32'
C251	1080.50'	2°21'01"	44.32'	S81°00'14"W	44.32'
C252	1080.50'	2°20'18"	44.10'	S83°20'53"W	44.10'
C253	1080.50'	2°21'01"	44.32'	S85°41'33"W	44.32'
C254	1080.50'	2°25'29"	45.73'	S88°04'48"W	45.72'
C255	910.00'	46°26'26"	737.59'	S66°04'19"W	717.57'
C256	946.00'	46°26'26"	766.77'	S66°04'19"W	745.95'
C257	946.00'	19°15'35"	318.00'	S79°39'45"W	316.50'
C258	946.00'	21°32'11"	355.58'	S59°15'52"W	353.50'
C317	970.00'	0°28'26"	8.02'	S89°03'19"W	8.02'
C318	1080.50'	0°32'58"	10.36'	S89°01'03"W	10.36'

WELLNESS RIDGE PHASE 2

A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
AND A PORTION OF UNPLATTED LAND
SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

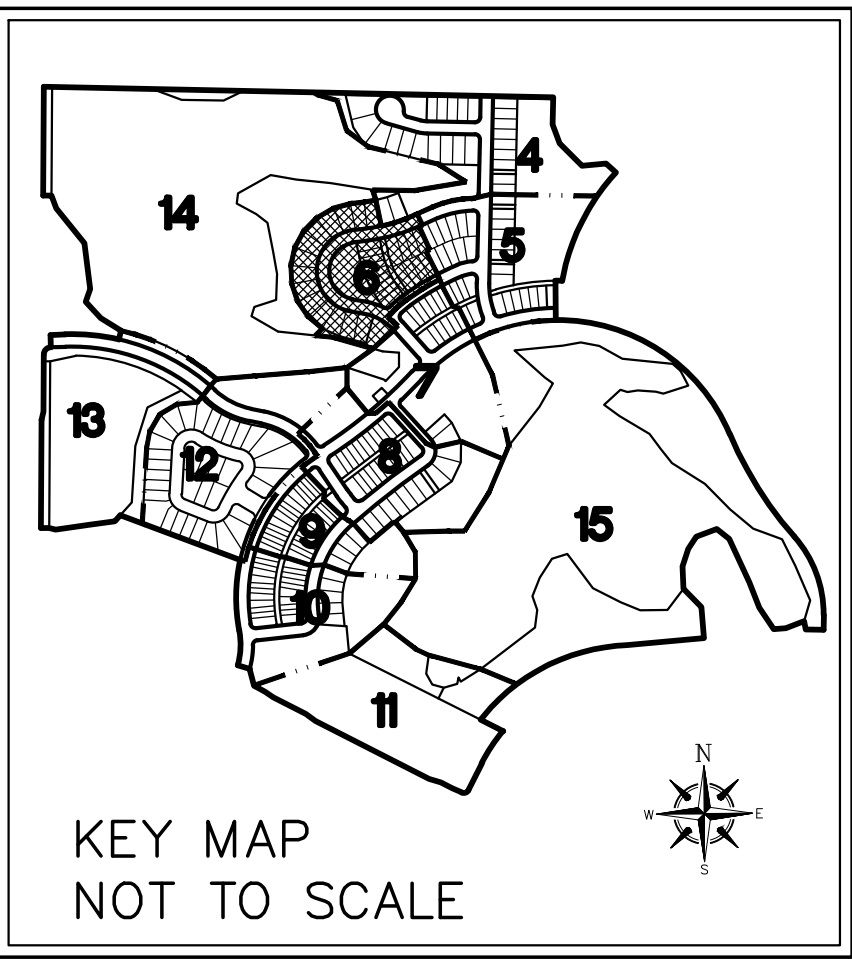


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C30	23.00'	27°08'50"	10.90'	N20°58'36"W	10.80'
C53	805.00'	16°36'13"	233.28'	N72°34'05"E	232.46'
C54	500.00'	8°04'06"	70.41'	N84°54'14"E	70.35'
C55	198.50'	29°16'29"	101.42'	S74°18'03"W	100.32'
C56	173.50'	139°21'57"	422.02'	S10°01'10"E	325.41'
C57	276.50'	18°04'34"	87.23'	N70°39'52"W	86.87'
C58	200.00'	19°49'11"	69.18'	N51°43'00"W	68.84'
C59	200.00'	1°54'47"	6.68'	N60°40'12"W	6.68'
C60	200.00'	17°54'24"	62.51'	N50°45'36"W	62.25'
C64	775.00'	19°11'45"	259.65'	N73°51'51"E	258.44'
C65	775.00'	0°23'16"	5.25'	N83°16'05"E	5.25'
C66	775.00'	5°07'45"	69.38'	N80°30'35"E	69.36'
C67	775.00'	5°06'34"	69.11'	N75°23'25"E	69.09'
C68	775.00'	5°06'34"	69.11'	N70°16'51"E	69.09'
C69	775.00'	3°27'35"	46.80'	N65°59'46"E	46.79'
C70	225.00'	23°47'55"	93.46'	S71°33'46"W	92.79'
C71	225.00'	8°22'39"	32.90'	S63°51'08"W	32.87'
C72	225.00'	15°19'28"	60.18'	S75°42'12"W	60.00'
C73	225.00'	0°05'48"	0.38'	S83°24'50"W	0.38'
C74	200.00'	139°21'57"	486.48'	S10°01'10"E	375.11'
C75	200.00'	6°07'09"	21.36'	S76°38'34"E	21.35'
C76	200.00'	15°40'42"	54.73'	S65°44'39"E	54.56'
C77	200.00'	15°40'42"	54.73'	S50°03'58"E	54.56'
C78	200.00'	15°40'42"	54.73'	S34°23'16"E	54.56'
C79	200.00'	15°40'42"	54.73'	S18°42'35"E	54.56'
C80	200.00'	15°40'42"	54.73'	S03°01'53"E	54.56'
C81	200.00'	15°40'42"	54.73'	S12°38'49"W	54.56'
C82	200.00'	15°40'42"	54.73'	S28°19'30"W	54.56'
C83	200.00'	15°40'42"	54.73'	S44°00'12"W	54.56'
C84	200.00'	7°49'16"	27.30'	S55°45'10"W	27.28'
C85	250.00'	37°53'44"	165.35'	N60°45'16"W	162.35'
C86	250.00'	10°13'13"	44.59'	N74°35'32"W	44.54'
C87	250.00'	27°40'32"	120.76'	N55°38'40"W	119.59'
C92	25.00'	72°23'26"	31.59'	N80°44'11"E	29.53'
C93	310.00'	16°38'03"	90.00'	N71°23'07"W	89.68'
C94	140.00'	139°21'57"	340.53'	S10°01'10"E	262.58'
C95	165.00'	23°47'55"	68.54'	S71°33'46"W	68.04'
C96	835.00'	19°11'45"	279.75'	N73°51'51"E	278.44'
C100	310.00'	0°44'34"	4.02'	N63°26'23"W	4.02'
C101	310.00'	15°53'29"	85.98'	N71°45'24"W	85.71'
C102	165.00'	22°33'04"	64.94'	S70°56'20"W	64.52'
C103	165.00'	1°14'52"	3.59'	S82°50'18"W	3.59'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N65°08'21"E	59.21'
L52	N65°08'21"E	47.02'
L53	N65°08'21"E	46.56'
L54	N65°08'21"E	46.31'
L55	N65°08'21"E	14.56'
L56	S65°08'21"W	34.81'
L57	S65°08'21"W	44.63'
L58	S65°08'21"W	44.85'
L59	S65°08'21"W	45.15'
L60	S65°08'21"W	44.22'
L71	N61°37'35"W	23.69'
L104	S34°33'02"E	54.68'
L108	S79°42'09"E	68.45'
L109	S79°42'09"E	68.45'
L110	S83°27'44"W	52.86'
L111	S83°27'44"W	52.86'
L112	S12°22'08"E	64.01'
L113	S34°33'02"E	53.16'
L114	N74°17'06"W	135.74'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C104	835.00'	3°56'51"	57.53'	N81°29'18"E	57.52'
C105	835.00'	2°00'02"	29.15'	N78°30'52"E	29.15'
C106	835.00'	3°43'00"	54.16'	N75°39'21"E	54.15'
C107	835.00'	2°45'39"	40.24'	N72°25'01"E	40.23'
C108	835.00'	2°45'39"	40.24'	N69°39'22"E	40.23'
C109	835.00'	2°45'39"	40.24'	N66°53'43"E	40.23'
C110	835.00'	1°14'55"	18.20'	N64°53'26"E	18.20'
C111	1526.00'	0°53'41"	23.83'	S64°42'49"W	23.83'
C119	1251.50'	13°34'42"	296.59'	S60°32'54"W	295.90'
C120	503.50'	14°23'24"	126.46'	S46°33'51"W	126.12'
C121	530.00'	9°13'04"	85.27'	S49°09'01"W	85.18'
C122	1278.00'	13°34'42"	302.87'	S60°32'54"W	302.16'
C131	1278.00'	1°49'07"	40.57'	S61°40'27"W	40.56'
C132	1278.00'	1°49'07"	40.57'	S59°51'20"W	40.56'
C133	1278.00'	1°49'07"	40.57'	S58°02'13"W	40.56'
C134	1278.00'	1°59'22"	44.37'	S56°07'59"W	44.37'
C135	1278.00'	1°22'44"	30.76'	S54°26'55"W	30.76'
C136	530.00'	0°05'25"	0.84'	S53°42'51"W	0.84'
C137	530.00'	9°07'39"	84.43'	S49°06'18"W	84.34'
C138	541.00'	22°10'53"	209.44'	S23°27'35"E	208.14'
C139	541.00'	1°44'33"	16.45'	S33°40'45"E	16.45'
C140	541.00'	4°03'56"	38.39'	S30°46'31"E	38.38'
C141	541.00'	4°03'56"	38.39'	S26°42'35"E	38.38'
C142	541.00'	4°03'56"	38.39'	S22°38'39"E	38.38'
C143	541.00'	4°03'56"	38.39'	S18°34'44"E	38.38'
C144	541.00'	4°05'03"	38.56'	S14°30'15"E	38.55'
C145	541.00'	0°05'35"	0.88'	S12°24'56"E	0.88'
C146	23.00'	20°25'22"	8.20'	N22°34'49"W	8.15'
C147	426.00'	22°10'53"	164.92'	S23°27'35"E	163.89'
C148	426.00'	1°44'33"	12.96'	S33°40'45"E	12.96'
C149	426.00'	4°03'56"	30.23'	S30°46'31"E	30.22'
C150	426.00'	4°03'56"	30.23'	S26°42'35"E	30.22'
C151	426.00'	4°03'56"	30.23'	S22°38'39"E	30.22'
C152	426.00'	4°03'56"	30.23'	S18°34'44"E	30.22'
C153	426.00'	4°03'32"	30.18'	S14°31'00"E	30.17'
C154	426.00'	0°07'06"	0.88'	S12°25'41"E	0.88'
C155	23.00'	29°51'57"	11.99'	S49°29'00"E	11.85'
C156	400.00'	22°10'53"	154.86'	S23°27'35"E	153.89'
C157	23.00'	22°11'40"	8.91'	S01°16'18"E	8.85'
C158	400.00'	11°21'30"	79.30'	S28°52'17"E	79.17'
C159	400.00'	10°49'24"	75.56'	S17°46'50"E	75.45'

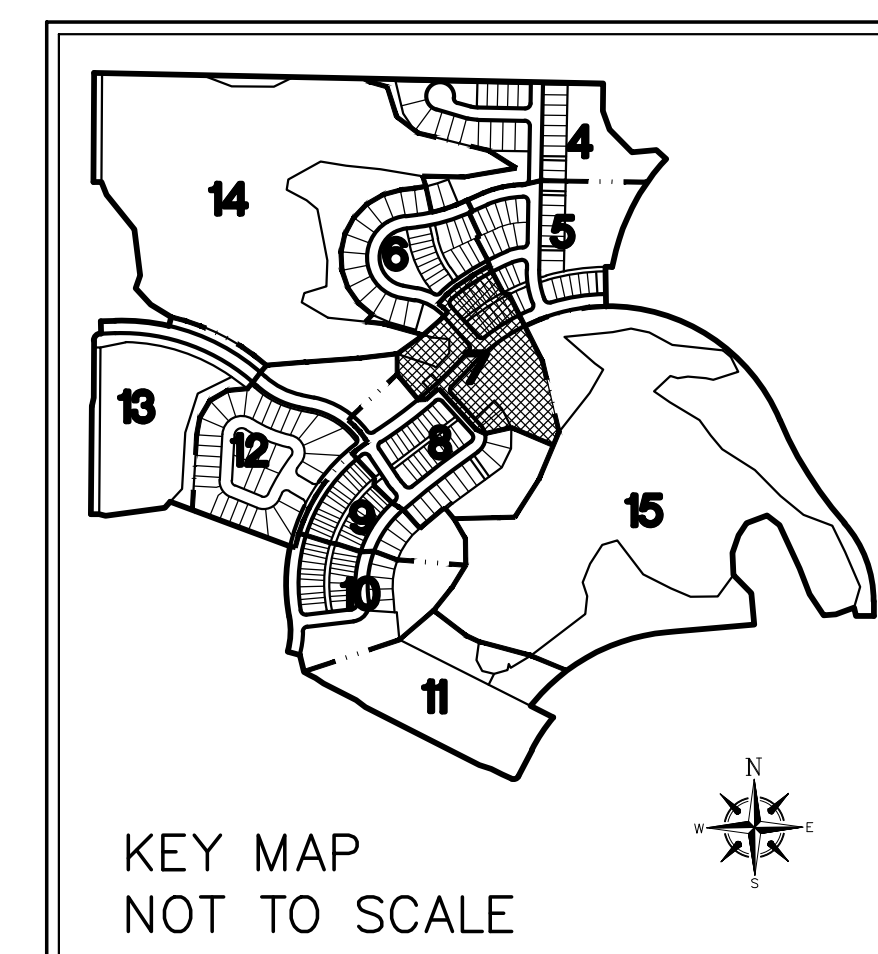
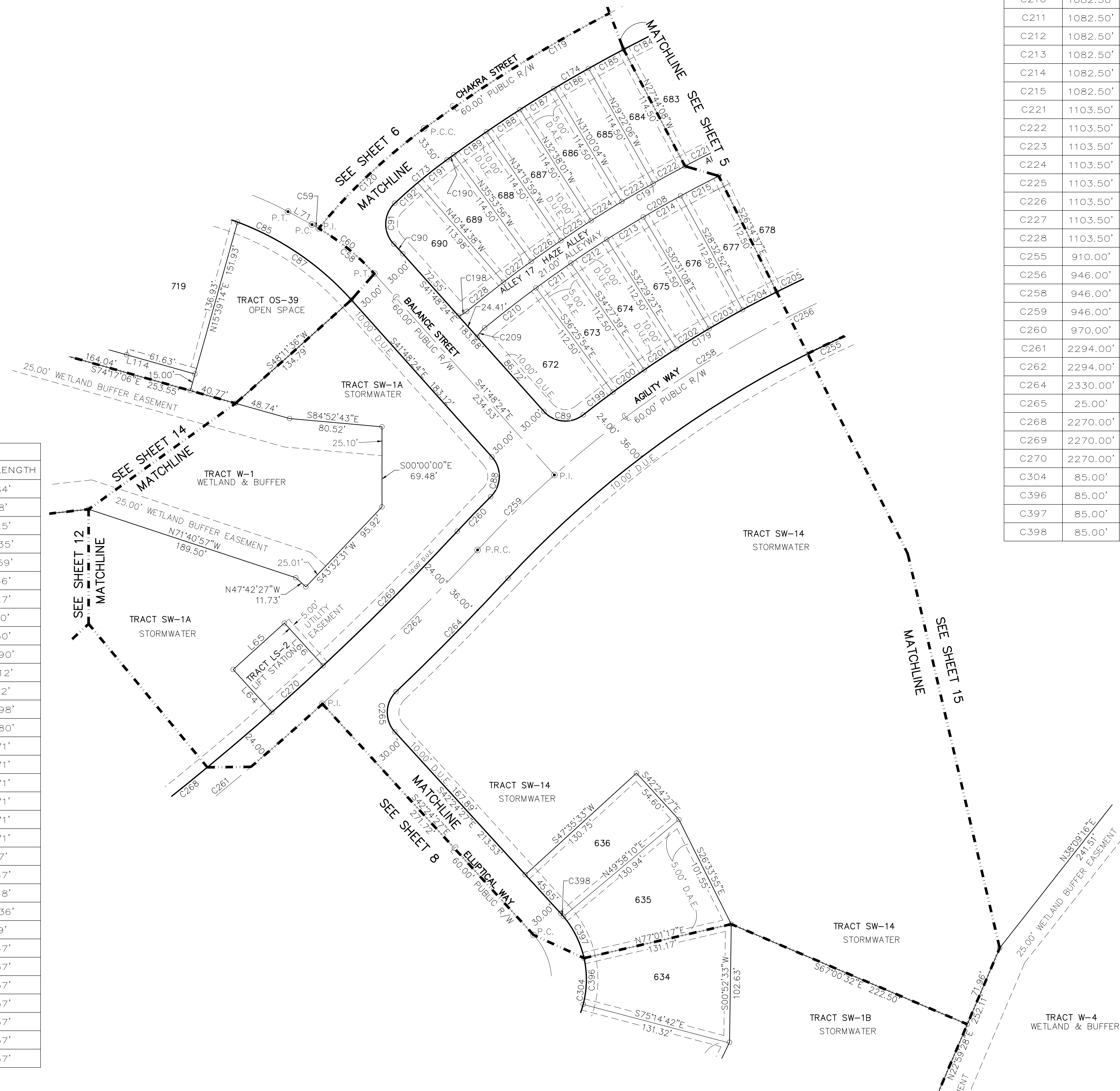


PAGE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L64	N42°13'34"W	50.00'
L65	N47°46'26"E	60.00'
L66	S42°13'34"E	50.00'
L71	N61°37'35"W	23.69'
L114	N74°17'06"W	135.74'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C58	200.00'	19°49'11"	69.18'	N51°43'00"W	68.84'
C59	200.00'	1°54'47"	6.68'	N60°40'12"W	6.68'
C60	200.00'	17°54'24"	62.51'	N50°45'36"W	62.25'
C85	250.00'	37°53'44"	165.35'	N60°45'16"W	162.35'
C87	250.00'	27°40'32"	120.76'	N55°38'40"W	119.59'
C88	25.00'	87°07'11"	38.01'	N01°45'11"E	34.46'
C89	25.00'	86°32'34"	37.76'	S85°04'41"E	34.27'
C90	310.00'	2°07'31"	11.50'	N42°52'10"W	11.50'
C91	25.00'	90°28'46"	39.48'	S01°18'28"W	35.50'
C119	1251.50'	13°34'42"	296.59'	S60°32'54"W	295.90'
C120	503.50'	14°23'24"	126.46'	S46°33'51"W	126.12'
C173	470.00'	7°12'42"	59.16'	S50°09'12"W	59.12'
C174	1218.00'	13°34'42"	288.65'	S60°32'54"W	287.98'
C179	970.00'	15°12'48"	257.56'	S59°15'26"W	256.80'
C184	1218.00'	1°37'58"	34.71'	S63°04'50"W	34.71'
C185	1218.00'	1°37'58"	34.71'	S61°26'53"W	34.71'
C186	1218.00'	1°37'58"	34.71'	S59°48'55"W	34.71'
C187	1218.00'	1°37'58"	34.71'	S58°10'58"W	34.71'
C188	1218.00'	1°37'58"	34.71'	S56°33'00"W	34.71'
C189	1218.00'	1°37'58"	34.71'	S54°55'03"W	34.71'
C190	1218.00'	0°20'31"	7.27'	S53°55'48"W	7.27'
C191	470.00'	3°57'33"	32.48'	S51°46'47"W	32.47'
C192	470.00'	3°15'09"	26.68'	S48°10'26"W	26.68'
C197	1103.50'	18°31'53"	356.91'	S59°41'37"W	355.36'
C198	25.00'	18°51'56"	8.23'	N59°51'38"E	8.19'
C199	970.00'	1°55'05"	32.47'	S52°36'34"W	32.47'
C200	970.00'	1°58'15"	33.37'	S54°33'14"W	33.37'
C201	970.00'	1°58'15"	33.37'	S56°31'29"W	33.37'
C202	970.00'	1°58'15"	33.37'	S58°29'45"W	33.37'
C203	970.00'	1°58'15"	33.37'	S60°28'00"W	33.37'
C204	970.00'	1°58'15"	33.37'	S62°26'15"W	33.37'
C205	970.00'	1°58'15"	33.37'	S64°24'31"W	33.37'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C208	1082.50'	17°30'44"	330.86'	S59°20'02"W	329.57'
C209	25.00'	23°29'05"	10.25'	S38°50'08"W	10.18'
C210	1082.50'	2°59'26"	56.50'	S52°04'23"W	56.49'
C211	1082.50'	1°58'15"	37.24'	S54°33'14"W	37.24'
C212	1082.50'	1°58'15"	37.24'	S56°31'29"W	37.24'
C213	1082.50'	1°58'15"	37.24'	S58°29'45"W	37.24'
C214	1082.50'	1°58'15"	37.24'	S60°28'00"W	37.24'
C215	1082.50'	1°58'15"	37.24'	S62°26'15"W	37.24'
C221	1103.50'	1°37'58"	31.44'	S63°04'50"W	31.44'
C222	1103.50'	1°37'58"	31.44'	S61°26'53"W	31.44'
C223	1103.50'	1°37'58"	31.44'	S59°48'55"W	31.44'
C224	1103.50'	1°37'58"	31.44'	S58°10'58"W	31.44'
C225	1103.50'	1°37'58"	31.44'	S56°33'00"W	31.44'
C226	1103.50'	1°37'58"	31.44'	S54°55'03"W	31.44'
C227	1103.50'	1°33'44"	30.09'	S53°19'12"W	30.09'
C228	1103.50'	2°06'40"	40.66'	S51°29'00"W	40.66'
C255	910.00'	46°26'26"	737.59'	S66°04'19"W	717.57'
C256	946.00'	46°26'26"	766.77'	S66°04'19"W	745.95'
C258	946.00'	21°32'11"	355.58'	S59°15'52"W	353.50'
C259	946.00'	5°38'40"	93.19'	S45°40'26"W	93.16'
C260	970.00'	2°27'40"	41.67'	S44°04'56"W	41.66'
C261	2294.00'	15°05'46"	604.41'	N50°23'59"E	602.67'
C262	2294.00'	4°44'27"	189.81'	N45°13'20"E	189.76'
C264	2330.00'	3°24'09"	138.37'	N44°33'11"E	138.35'
C265	25.00'	88°39'52"	38.69'	S01°55'24"W	34.94'
C268	2270.00'	14°18'21"	566.79'	N50°00'17"E	565.32'
C269	2270.00'	4°09'53"	165.00'	N44°56'03"E	164.97'
C270	2270.00'	1°30'52"	60.00'	N47°46'26"E	60.00'
C304	85.00'	97°35'24"	144.78'	N06°23'15"E	127.90'
C396	85.00'	27°23'34"	40.64'	N01°03'31"E	40.25'
C397	85.00'	27°23'34"	40.64'	N26°20'03"W	40.25'
C398	85.00'	2°22'36"	3.53'	N41°13'09"W	3.53'



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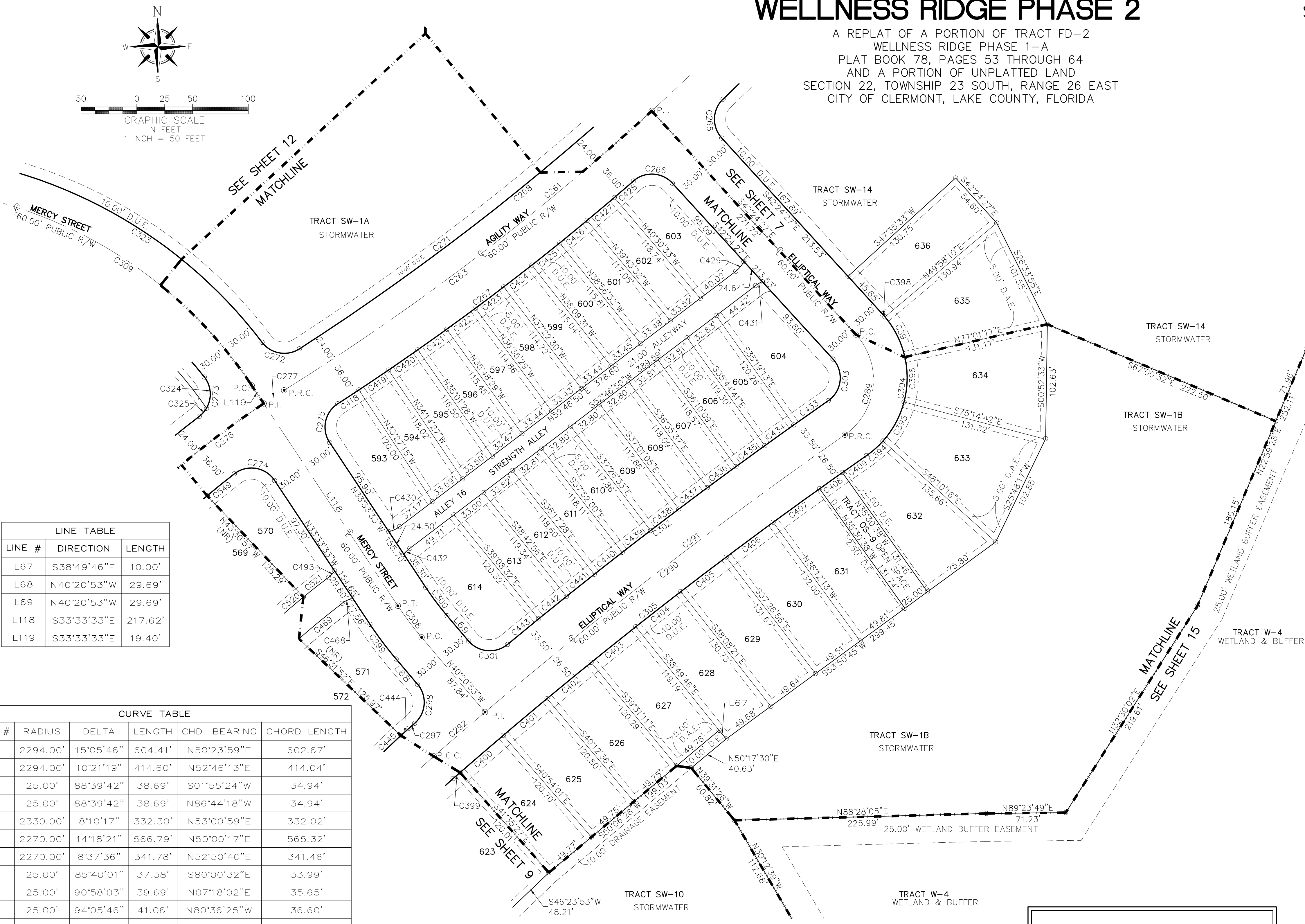
WELLNESS RIDGE PHASE 2

A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
AND A PORTION OF UNPLATTED LAND
SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
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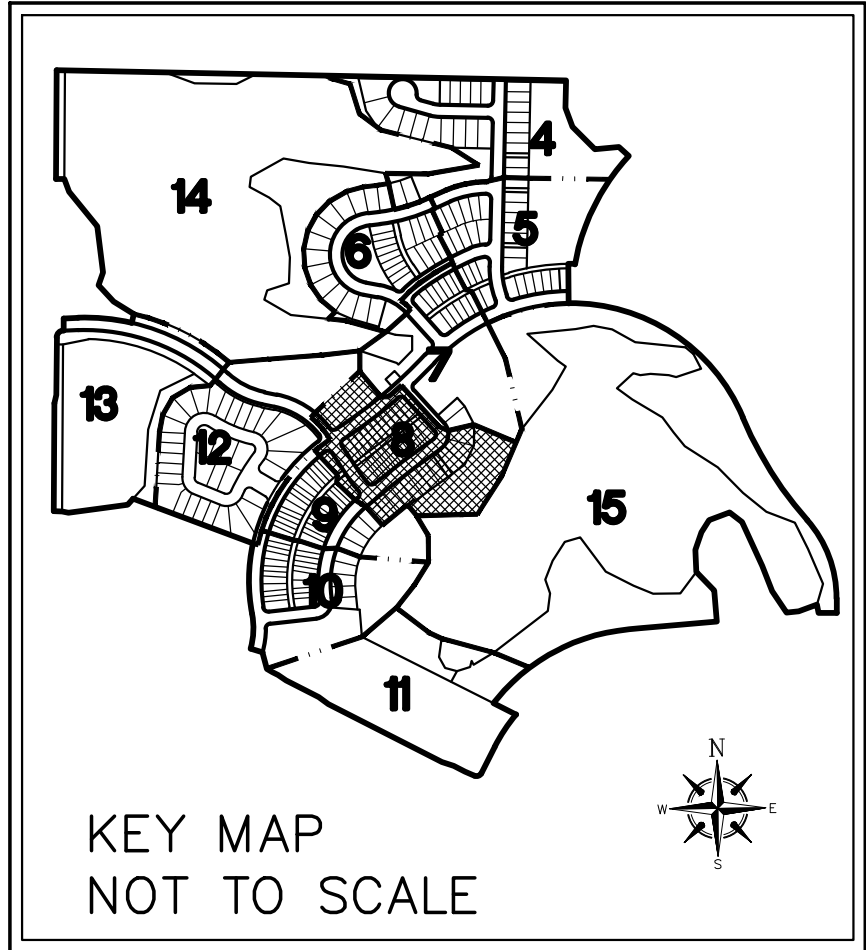
LINE TABLE		
LINE #	DIRECTION	LENGTH
L67	S38°49'46"E	10.00'
L68	N40°20'53"W	29.69'
L69	N40°20'53"W	29.69'
L118	S33°33'33"E	217.62'
L119	S33°33'33"E	19.40'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C261	2294.00'	15°05'46"	604.41'	N50°23'59"E	602.67'
C263	2294.00'	10°21'19"	414.60'	N52°46'13"E	414.04'
C265	25.00'	88°39'42"	38.69'	S01°55'24"W	34.94'
C266	25.00'	88°39'42"	38.69'	N86°44'18"W	34.94'
C267	2330.00'	8°10'17"	332.30'	N53°00'59"E	332.02'
C268	2270.00'	14°18'21"	566.79'	N50°00'17"E	565.32'
C271	2270.00'	8°37'36"	341.78'	N52°50'40"E	341.46'
C272	25.00'	85°40'01"	37.38'	S80°00'32"E	33.99'
C273	25.00'	90°58'03"	39.69'	N07°18'02"E	35.65'
C274	25.00'	94°05'46"	41.06'	N80°36'25"W	36.60'
C275	25.00'	90°39'40"	39.56'	S11°46'18"W	35.56'
C276	831.00'	67°16'54"	975.83'	S22°48'00"W	920.72'
C277	831.00'	1°30'25"	21.86'	S57°11'40"W	21.85'
C289	60.00'	97°31'14"	102.12'	N06°21'10"E	90.24'
C290	4276.50'	6°16'32"	468.40'	S51°58'31"W	468.17'
C291	4276.50'	5°27'41"	407.63'	S52°22'57"W	407.47'
C292	4276.50'	0°48'51"	60.77'	S49°14'41"W	60.77'
C297	4310.00'	0°05'14"	6.57'	S48°52'52"W	6.57'
C298	25.00'	89°16'23"	38.95'	N04°17'18"E	35.13'
C299	330.00'	6°47'21"	39.10'	S36°57'13"E	39.08'
C300	270.00'	6°47'21"	31.99'	S36°57'13"E	31.97'
C301	25.00'	89°16'23"	38.95'	S84°59'05"E	35.13'
C302	4310.00'	4°48'13"	361.35'	S52°46'50"W	361.24'
C303	25.00'	97°35'24"	42.58'	N06°23'15"E	37.62'
C304	85.00'	97°35'24"	144.78'	N06°23'15"E	127.90'
C305	4250.00'	6°20'42"	470.64'	S52°00'36"W	470.40'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C520	670.00'	2°08'29"	25.04'	S49°41'36"W	25.04'
C521	670.00'	2°27'03"	28.66'	S51°59'22"W	28.66'
C549	795.00'	2°15'17"	31.29'	S51°13'03"W	31.28'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C308	300.00'	6°47'21"	35.55'	S36°57'13"E	35.53'
C309	400.00'	45°00'00"	314.16'	N56°03'33"W	306.15'
C323	430.00'	41°23'01"	310.58'	N57°52'02"W	303.87'
C324	25.00'	68°18'40"	29.81'	N04°01'39"W	28.07'
C325	25.00'	22°39'23"	9.89'	N41°27'22"E	9.82'
C394	85.00'	13°21'12"	19.81'	N48°30'21"E	19.77'
C395	85.00'	27°04'26"	40.17'	N28°17'31"E	39.79'
C396	85.00'	27°23'34"	40.64'	N01°03'31"E	40.25'
C397	85.00'	27°23'34"	40.64'	N26°20'03"W	40.25'
C398	85.00'	2°22'36"	3.53'	N41°13'09"W	3.53'
C399	4250.00'	0°06'39"	8.21'	S48°53'35"W	8.21'
C400	4250.00'	0°41'25"	51.21'	S49°17'37"W	51.21'
C401	4250.00'	0°41'25"	51.21'	S49°59'02"W	51.21'
C402	4250.00'	0°41'25"	51.21'	S50°40'27"W	51.21'
C403	4250.00'	0°41'25"	51.21'	S51°21'52"W	51.21'
C404	4250.00'	0°41'25"	51.21'	S52°03'17"W	51.21'
C405	4250.00'	0°41'25"	51.21'	S52°44'42"W	51.21'
C406	4250.00'	0°42'22"	52.37'	S53°26'36"W	52.37'
C407	4250.00'	0°41'35"	51.41'	S54°08'34"W	51.41'
C408	4250.00'	0°20'13"	25.00'	S54°39'28"W	25.00'
C409	4250.00'	0°21'22"	26.41'	S55°00'16"W	26.41'
C418	2330.00'	0°33'23"	22.62'	N56°49'26"E	22.62'
C419	2330.00'	0°47'12"	31.99'	N56°09'09"E	31.99'
C420	2330.00'	0°47'01"	31.86'	N55°22'02"E	31.86'
C421	2330.00'	0°47'01"	31.86'	N54°35'02"E	31.86'
C422	2330.00'	0°47'01"	31.86'	N53°48'01"E	31.86'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C423	2330.00'	0°47'01"	31.86'	N53°01'00"E	31.86'
C424	2330.00'	0°47'01"	31.86'	N52°14'00"E	31.86'
C425	2330.00'	0°47'01"	31.86'	N51°26'59"E	31.86'
C426	2330.00'	0°47'01"	31.86'	N50°39'58"E	31.86'
C427	2330.00'	0°47'01"	31.86'	N49°52'57"E	31.86'
C428	2330.00'	0°33'36"	22.78'	N49°12'39"E	22.78'
C429	25.00'	26°17'18"	11.47'	N39°38'11"E	11.37'
C430	25.00'	24°45'38"	10.80'	N65°09'39"E	10.72'
C431	25.00'	15°54'43"	6.94'	S60°44'12"W	6.92'
C432	25.00'	17°26'24"	7.61'	S44°03'38"W	7.58'
C433	4310.00'	0°30'10"	37.82'	S54°55'52"W	37.82'
C434	4310.00'	0°25'28"	31.93'	S54°28'03"W	31.93'
C435	4310.00'	0°25'28"	31.93'	S54°02'35"W	31.93'
C436	4310.00'	0°25'28"	31.93'	S53°37'07"W	31.93'
C437	4310.00'	0°25'28"	31.93'	S53°11'39"W	31.93'
C438	4310.00'	0°25'28"	31.93'	S52°46'11"W	31.93'
C439	4310.00'	0°25'28"	31.93'	S52°20'44"W	31.93'
C440	4310.00'	0°25'28"	31.93'	S51°55'16"W	31.93'
C441	4310.00'	0°25'28"	31.93'	S51°29'48"W	31.93'
C442	4310.00'	0°25'36"	32.09'	S51°04'16"W	32.09'
C443	4310.00'	0°28'44"	36.03'	S50°37'06"W	36.03'
C444	550.00'	1°01'43"	9.88'	S48°19'24"W	9.87'
C445	550.00'	2°36'30"	25.04'	S46°30'17"W	25.04'
C468	23.00'	26°38'11"	10.69'	S66°09'30"W	10.60'
C469	644.00'	4°27'33"	50.12'	S50°36'39"W	50.11'
C493	23.00'	19°48'34"	7.95'	N43°18'36"E	7.91'



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WELLNESS RIDGE PHASE 2

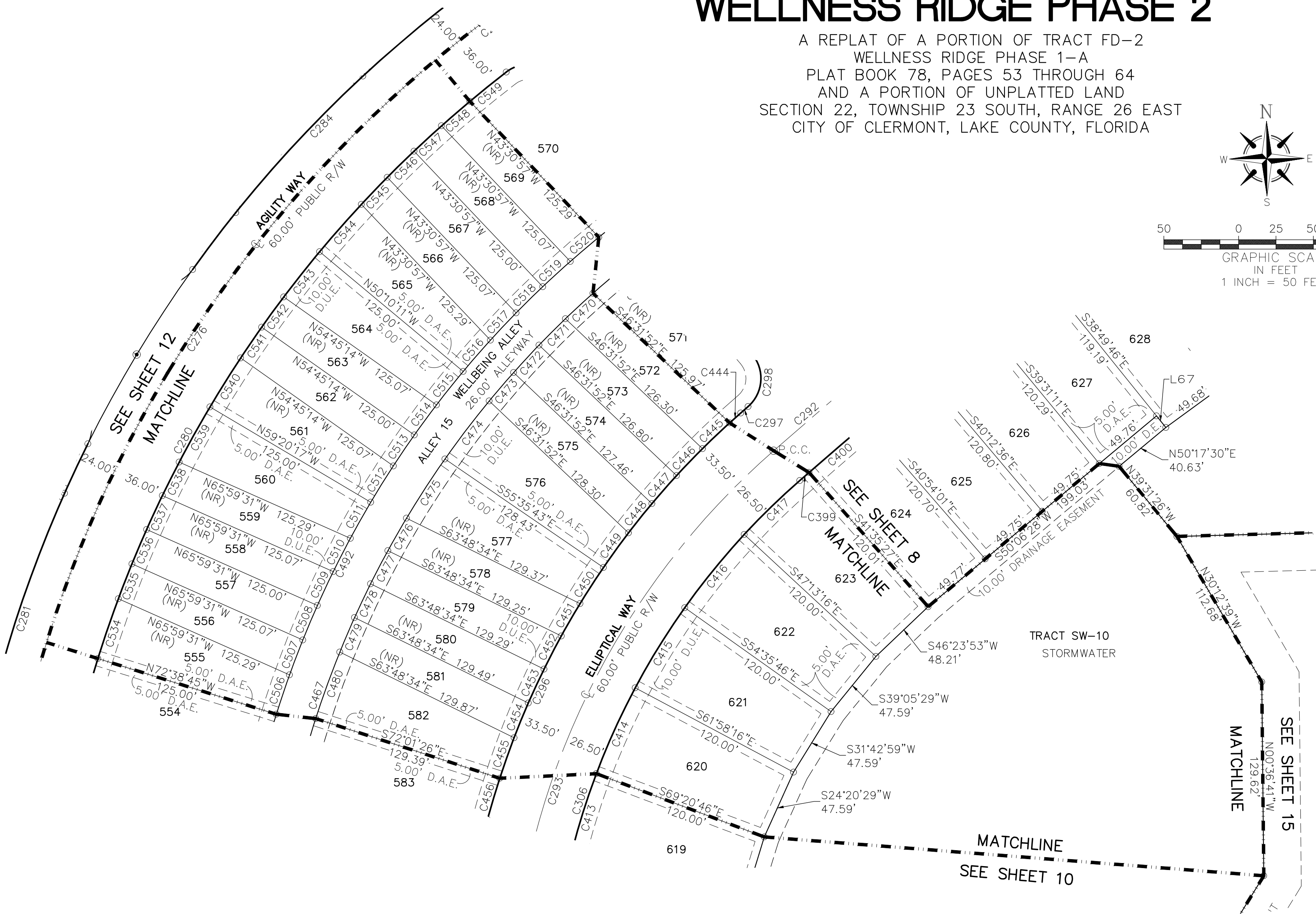
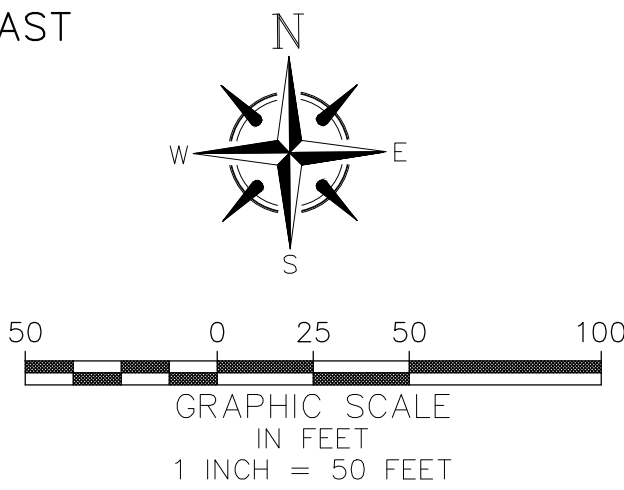
A REPLAT OF A PORTION OF TRACT FD-2
WELLNESS RIDGE PHASE 1-A
PLAT BOOK 78, PAGES 53 THROUGH 64
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SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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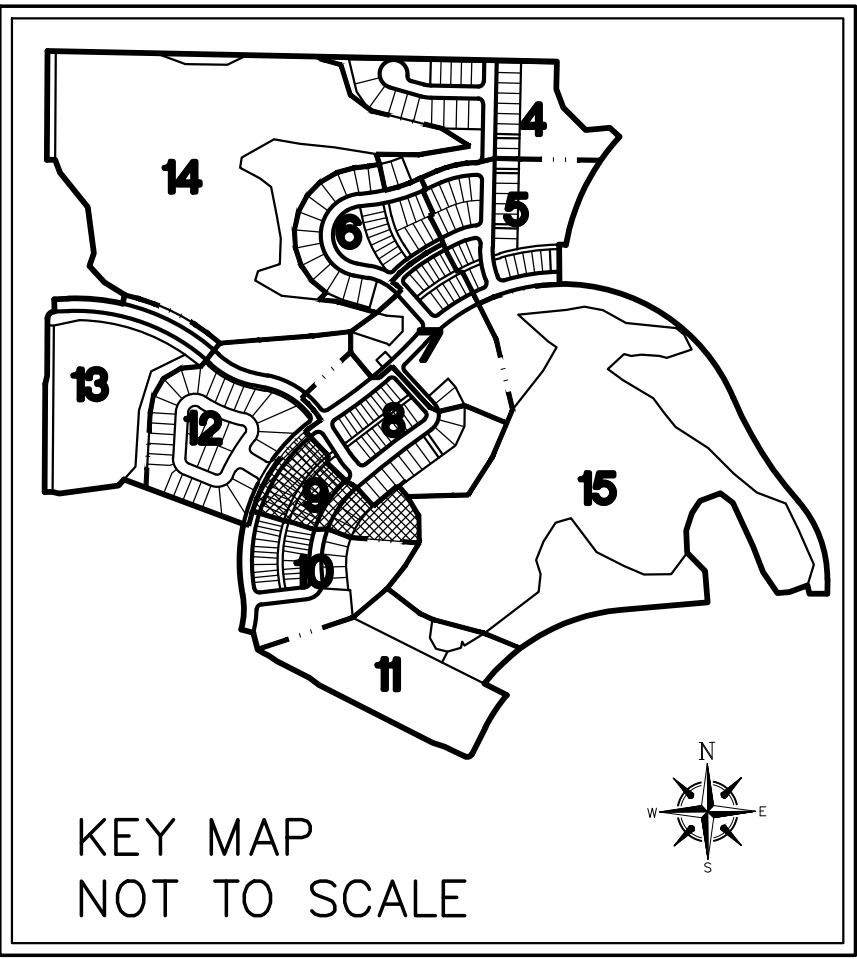
LINE TABLE		
LINE #	DIRECTION	LENGTH
L67	S38°49'46"E	10.00'



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C276	831.00'	67°16'54"	975.83'	S22°48'00"W	920.72'
C280	795.00'	61°38'54"	855.39'	S21°31'15"W	814.72'
C281	855.00'	14°04'15"	209.97'	S19°24'31"W	209.45'
C284	855.00'	17°12'55"	256.90'	S44°10'36"W	255.93'
C292	4276.50'	0°48'51"	60.77'	S49°14'41"W	60.77'
C293	516.50'	57°09'28"	515.26'	S20°15'31"W	494.15'
C296	550.00'	57°27'19"	551.53'	S20°06'36"W	528.71'
C297	4310.00'	0°05'14"	6.57'	S48°52'52"W	6.57'
C298	25.00'	89°16'23"	38.95'	N04°17'18"E	35.13'
C306	490.00'	56°47'25"	485.68'	S20°26'33"W	466.04'
C399	4250.00'	0°06'39"	8.21'	S48°53'35"W	8.21'
C400	4250.00'	0°41'25"	51.21'	S49°17'37"W	51.21'
C413	490.00'	7°22'30"	63.07'	S16°57'59"W	63.03'
C414	490.00'	7°22'30"	63.07'	S24°20'29"W	63.03'
C415	490.00'	7°22'30"	63.07'	S31°42'59"W	63.03'
C416	490.00'	7°22'30"	63.07'	S39°05'29"W	63.03'
C417	490.00'	6°03'31"	51.81'	S45°48'30"W	51.79'
C444	550.00'	1°01'43"	9.88'	S48°19'24"W	9.87'
C445	550.00'	2°36'30"	25.04'	S46°30'17"W	25.04'
C446	550.00'	2°36'17"	25.00'	S43°53'54"W	25.00'
C447	550.00'	2°36'23"	25.02'	S41°17'34"W	25.02'
C448	550.00'	2°36'49"	25.09'	S38°40'58"W	25.09'
C449	550.00'	2°58'16"	28.52'	S35°53'25"W	28.52'
C450	550.00'	2°59'54"	28.78'	S32°54'20"W	28.78'
C451	550.00'	2°36'38"	25.06'	S30°06'04"W	25.06'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C452	550.00'	2°36'19"	25.01'	S27°29'35"W	25.01'
C453	550.00'	2°36'19"	25.01'	S24°53'16"W	25.01'
C454	550.00'	2°36'38"	25.06'	S22°16'48"W	25.06'
C455	550.00'	2°59'54"	28.78'	S19°28'31"W	28.78'
C456	550.00'	2°59'54"	28.78'	S16°28'37"W	28.78'
C467	644.00'	64°17'44"	722.68'	S20°41'33"W	685.35'
C470	644.00'	2°13'45"	25.06'	S47°15'59"W	25.06'
C471	644.00'	2°13'31"	25.01'	S45°02'21"W	25.01'
C472	644.00'	2°13'28"	25.00'	S42°48'52"W	25.00'
C473	644.00'	2°13'38"	25.03'	S40°35'19"W	25.03'
C474	644.00'	4°20'28"	48.79'	S37°18'16"W	48.78'
C475	644.00'	4°12'23"	47.28'	S33°01'51"W	47.27'
C476	644.00'	2°13'44"	25.05'	S29°48'48"W	25.05'
C477	644.00'	2°13'30"	25.01'	S27°35'11"W	25.01'
C478	644.00'	2°13'29"	25.00'	S25°21'41"W	25.00'
C479	644.00'	2°13'39"	25.04'	S23°08'08"W	25.04'
C480	644.00'	4°12'50"	47.36'	S19°54'53"W	47.35'
C492	670.00'	64°09'18"	750.21'	S21°08'14"W	711.63'
C506	670.00'	2°22'27"	27.76'	S18°32'28"W	27.76'
C507	670.00'	2°08'29"	25.04'	S20°47'56"W	25.04'
C508	670.00'	2°08'18"	25.01'	S22°56'20"W	25.00'
C509	670.00'	2°08'18"	25.01'	S25°04'38"W	25.00'
C510	670.00'	2°08'29"	25.04'	S27°13'02"W	25.04'
C511	670.00'	2°22'27"	27.76'	S29°28'29"W	27.76'
C512	670.00'	2°26'45"	28.60'	S31°53'05"W	28.60'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C513	670.00'	2°08'18"	25.01'	S34°10'37"W	25.00'
C514	670.00'	2°08'18"	25.01'	S36°18'55"W	25.00'
C515	670.00'	2°26'45"	28.60'	S38°36'26"W	28.60'
C516	670.00'	2°22'27"	27.76'	S41°01'02"W	27.76'
C517	670.00'	2°08'29"	25.04'	S43°16'30"W	25.04'
C518	670.00'	2°08'18"	25.01'	S45°24'54"W	25.00'
C519	670.00'	2°08'18"	25.01'	S47°33'12"W	25.00'
C520	670.00'	2°08'29"	25.04'	S49°41'36"W	25.04'
C534	795.00'	3°02'53"	42.29'	S18°52'41"W	42.29'
C535	795.00'	1°48'14"	25.03'	S21°18'15"W	25.03'
C536	795.00'	1°48'07"	25.00'	S23°06'25"W	25.00'
C537	795.00'	1°48'07"	25.00'	S24°54'33"W	25.00'
C538	795.00'	1°48'14"	25.03'	S26°42'43"W	25.03'
C539	795.00'	3°02'53"	42.29'	S29°08'16"W	42.29'
C540	795.00'	2°46'56"	38.60'	S32°03'11"W	38.60'
C541	795.00'	1°48'07"	25.00'	S34°20'42"W	25.00'
C542	795.00'	1°48'07"	25.00'	S36°08'50"W	25.00'
C543	795.00'	2°46'55"	38.60'	S38°26'21"W	38.60'
C544	795.00'	3°02'53"	42.29'	S41°21'15"W	42.29'
C545	795.00'	1°48'14"	25.03'	S43°46'49"W	25.03'
C546	795.00'	1°48'07"	25.00'	S45°34'59"W	25.00'
C547	795.00'	1°48'07"	25.00'	S47°23'07"W	25.00'
C548	795.00'	1°48'14"	25.03'	S49°11'17"W	25.03'
C549	795.00'	2°15'17"	31.29'	S51°13'03"W	31.28'



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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C3	855.00'	23°12'51"	346.41'	S00°45'58"W	344.05'
C4	370.00'	26°35'24"	171.71'	S02°27'15"W	170.17'
C16	430.00'	15°18'50"	114.93'	N08°05'32"E	114.59'
C17	25.00'	83°03'26"	36.24'	S41°57'50"W	33.15'
C18	85.00'	62°18'57"	92.45'	N52°20'04"E	87.96'
C276	831.00'	67°16'54"	975.83'	S22°48'00"W	920.72'
C280	795.00'	61°38'54"	855.39'	S21°31'15"W	814.72'
C281	855.00'	14°04'15"	209.97'	S19°24'31"W	209.45'
C285	25.00'	87°12'15"	38.05'	S52°54'20"E	34.48'
C286	394.00'	26°35'24"	182.85'	N02°27'15"E	181.21'
C287	394.00'	4°20'00"	29.80'	N08°40'27"W	29.79'
C288	394.00'	22°15'24"	153.05'	N04°37'15"E	152.09'
C293	516.50'	57°09'28"	515.26'	S20°15'31"W	494.15'
C294	58.00'	91°48'46"	92.94'	N37°35'10"E	83.31'
C295	25.00'	92°06'37"	40.19'	N37°26'15"E	36.00'
C296	550.00'	57°27'19"	551.53'	S20°06'36"W	528.71'
C306	490.00'	56°47'25"	485.68'	S20°26'33"W	466.04'
C307	85.00'	29°07'45"	43.21'	N06°36'43"E	42.75'
C337	855.00'	3°09'07"	47.04'	S13°56'57"W	47.03'
C338	855.00'	8°28'05"	126.37'	S19°45'33"W	126.25'
C410	490.00'	6°18'22"	53.93'	S04°47'58"E	53.90'
C411	490.00'	7°33'01"	64.57'	S02°07'44"W	64.53'
C412	490.00'	7°22'30"	63.07'	S09°35'29"W	63.03'
C413	490.00'	7°22'36"	63.07'	S16°57'59"W	63.03'
C414	490.00'	7°22'30"	63.07'	S24°20'29"W	63.03'
C455	550.00'	2°59'54"	28.78'	S19°28'31"W	28.78'
C456	550.00'	2°59'54"	28.78'	S16°28'37"W	28.78'
C457	550.00'	2°36'38"	25.06'	S13°40'20"W	25.06'
C458	550.00'	2°36'19"	25.01'	S11°03'52"W	25.01'
C459	550.00'	2°36'19"	25.01'	S08°27'33"W	25.01'
C460	550.00'	2°36'38"	25.06'	S05°51'04"W	25.06'
C461	550.00'	2°58'56"	28.63'	S03°03'17"W	28.62'
C462	550.00'	3°05'31"	29.68'	S00°01'04"W	29.68'
C463	550.00'	2°36'19"	25.01'	S02°49'51"E	25.01'
C464	550.00'	2°36'19"	25.01'	S05°26'10"E	25.01'
C465	550.00'	1°52'44"	18.04'	S07°40'42"E	18.04'
C466	23.00'	18°05'16"	7.26'	S20°29'57"E	7.23'
C467	644.00'	64°17'44"	722.68'	S20°41'33"W	685.35'
C480	644.00'	4°12'50"	47.36'	S19°54'53"W	47.35'
C481	644.00'	4°12'40"	47.33'	S15°42'08"W	47.32'
C482	644.00'	2°13'37"	25.03'	S12°29'00"W	25.03'
C483	644.00'	2°13'28"	25.00'	S10°15'27"W	25.00'
C484	644.00'	2°13'31"	25.01'	S08°01'58"W	25.01'
C485	644.00'	2°13'47"	25.06'	S05°48'19"W	25.06'
C486	644.00'	4°10'40"	46.96'	S02°36'05"W	46.95'
C487	644.00'	3°45'46"	42.29'	S01°22'08"E	42.29'
C488	644.00'	2°13'28"	25.00'	S04°21'45"E	25.00'
C489	644.00'	2°13'35"	25.02'	S06°35'16"E	25.02'
C490	644.00'	3°45'16"	42.20'	S09°34'41"E	42.19'
C491	23.00'	27°28'06"	11.03'	N02°47'39"E	10.92'
C492	670.00'	64°09'18"	750.21'	S21°08'14"W	711.63'
C494	670.00'	3°14'05"	37.82'	S09°19'22"E	37.82'
C495	670.00'	2°08'18"	25.01'	S06°38'11"E	25.00'
C496	670.00'	2°08'18"	25.01'	S04°29'52"E	25.00'
C497	670.00'	2°26'45"	28.60'	S02°12'21"E	28.60'
C498	670.00'	2°26'45"	28.60'	S00°14'25"W	28.60'
C499	670.00'	2°08'18"	25.01'	S02°31'57"W	25.00'
C500	670.00'	2°08'18"	25.01'	S04°40'15"W	25.00'
C501	670.00'	2°26'45"	28.60'	S06°57'46"W	28.60'
C502	670.00'	2°26'45"	28.60'	S09°24'31"W	28.60'

LINE TABLE		
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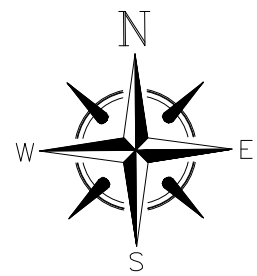
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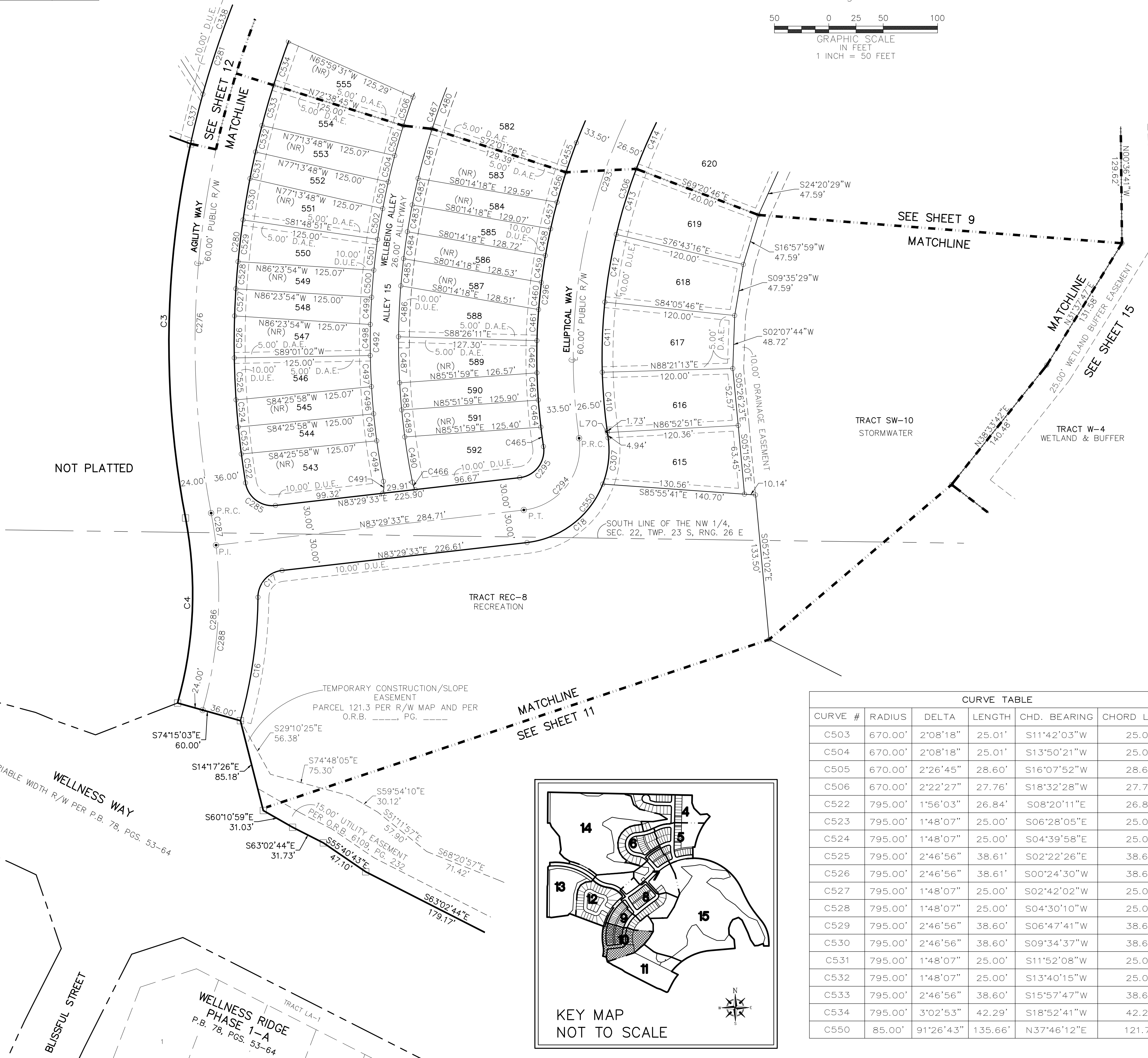
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GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C503	670.00'	2°08'18"	25.01'	S11°42'03"W	25.00'
C504	670.00'	2°08'18"	25.01'	S13°50'21"W	25.00'
C505	670.00'	2°26'45"	28.60'	S16°07'52"W	28.60'
C506	670.00'	2°22'27"	27.76'	S18°32'28"W	27.76'
C522	795.00'	1°56'03"	26.84'	S08°20'11"E	26.84'
C523	795.00'	1°48'07"	25.00'	S06°28'05"E	25.00'
C524	795.00'	1°48'07"	25.00'	S04°39'58"E	25.00'
C525	795.00'	2°46'56"	38.61'	S02°22'26"E	38.60'
C526	795.00'	2°46'56"	38.61'	S00°24'30"W	38.60'
C527	795.00'	1°48'07"	25.00'	S02°42'02"W	25.00'
C528	795.00'	1°48'07"	25.00'	S04°30'10"W	25.00'
C529	795.00'	2°46'56"	38.60'	S06°47'41"W	38.60'
C530	795.00'	2°46'56"	38.60'	S09°34'37"W	38.60'
C531	795.00'	1°48'07"	25.00'	S11°52'08"W	25.00'
C532	795.00'	1°48'07"	25.00'	S13°40'15"W	25.00'
C533	795.00'	2°46'56"	38.60'	S15°57'47"W	38.60'
C534	795.00'	3°02'53"	42.29'	S18°52'41"W	42.29'
C550	85.00'	91°26'43"	135.66'	N37°46'12"E	121.71'

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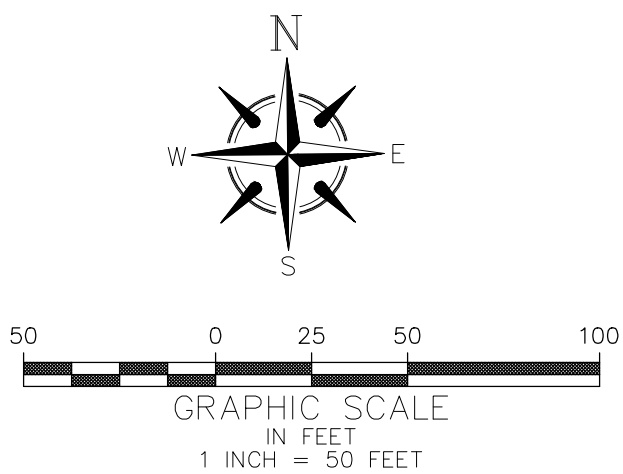
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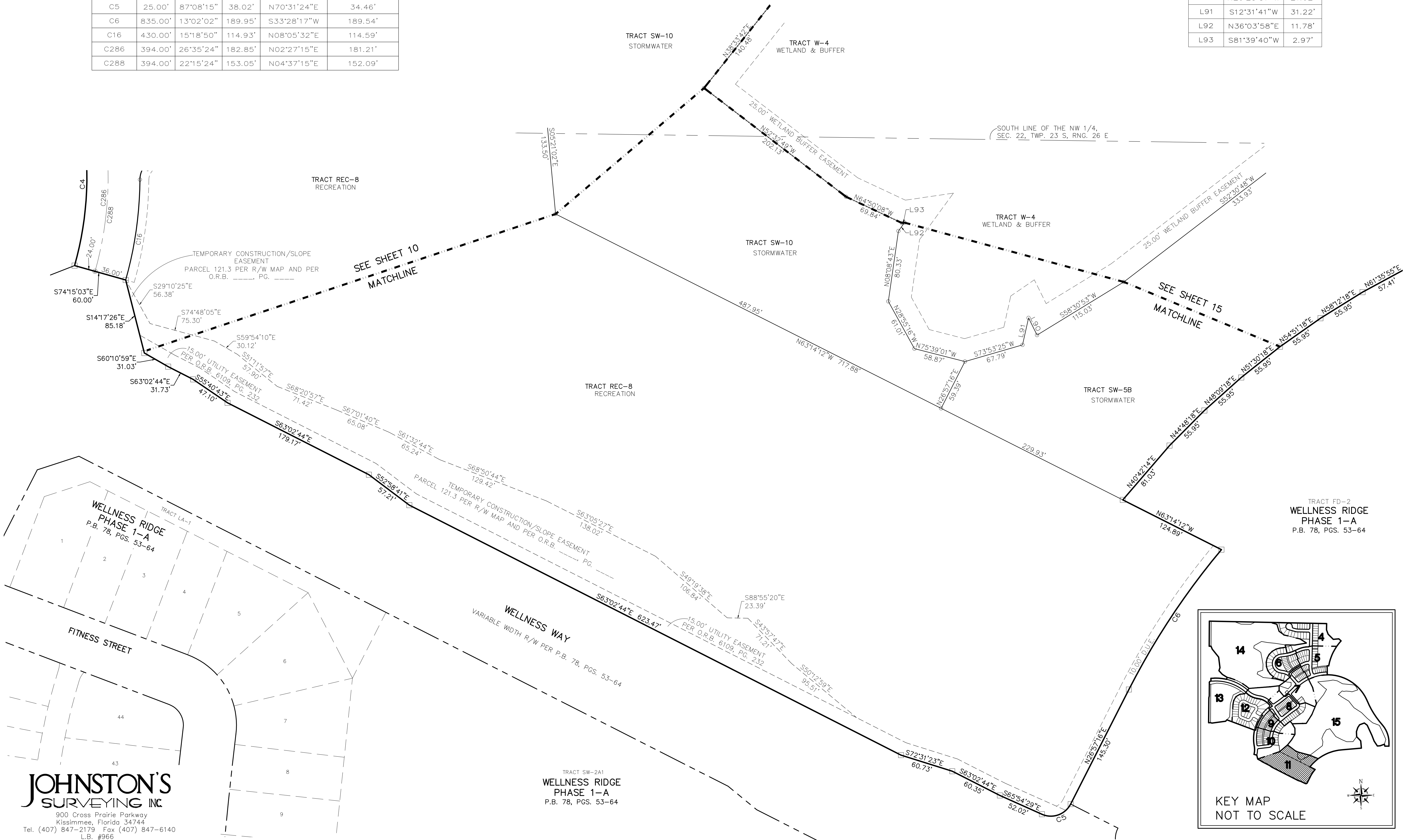
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C4	370.00'	26°35'24"	171.71'	S02°27'15"W	170.17'
C5	25.00'	87°08'15"	38.02'	N70°31'24"E	34.46'
C6	835.00'	13°02'02"	189.95'	S33°28'17"W	189.54'
C16	430.00'	15°18'50"	114.93'	N08°05'32"E	114.59'
C286	394.00'	26°35'24"	182.85'	N02°27'15"E	181.21'
C288	394.00'	22°15'24"	153.05'	N04°37'15"E	152.09'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L90	N26°23'57"W	21.62'
L91	S12°31'41"W	31.22'
L92	N36°03'58"E	11.78'
L93	S81°39'40"W	2.97'

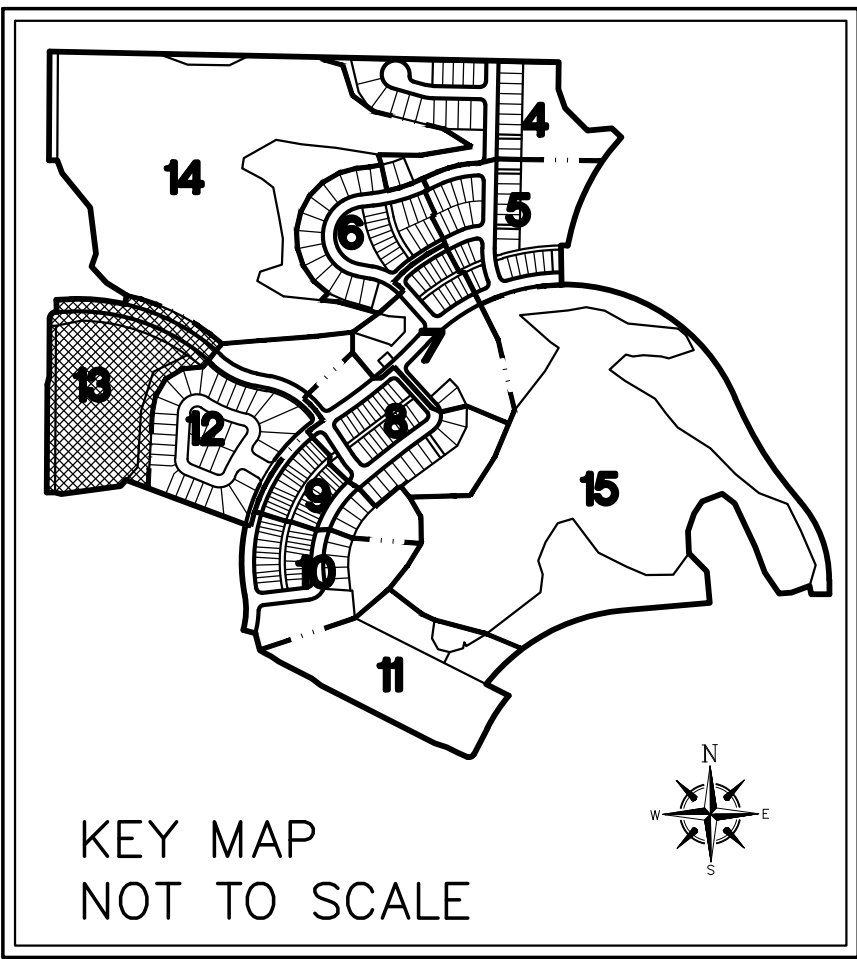
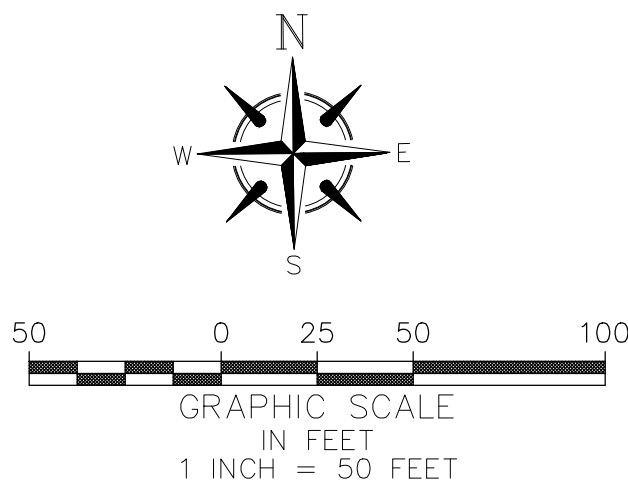


WELLNESS RIDGE PHASE 2

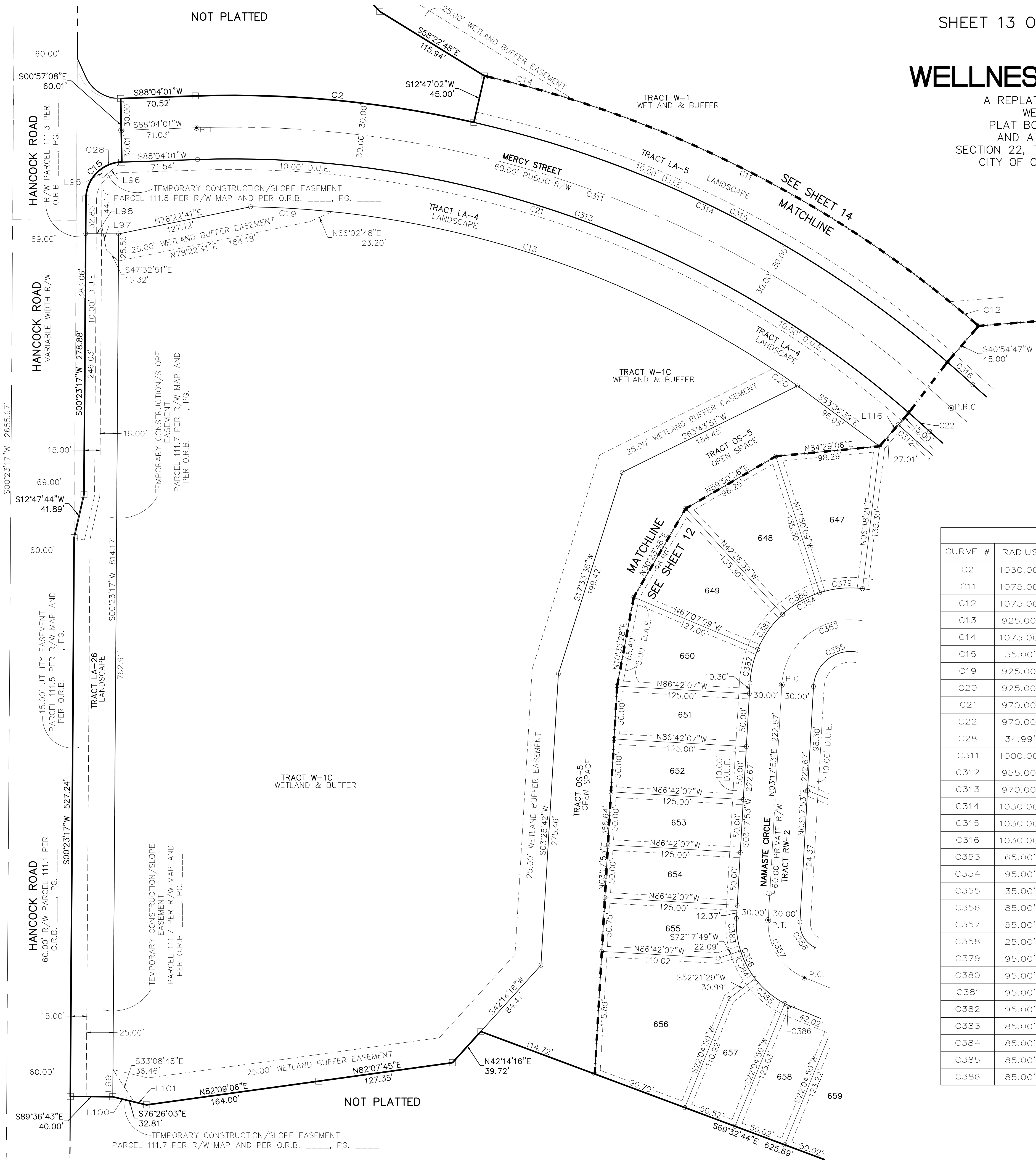
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L95	S00°23'17"W	9.22'
L96	N50°39'53"E	24.15'
L97	S10°45'34"E	23.96'
L98	N89°36'43"W	31.00'
L99	N00°23'38"E	25.65'
L100	S76°30'16"E	20.68'
L101	S76°18'50"E	12.13'
L116	N41°08'27"E	42.01'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C2	1030.00'	14°43'01"	264.57'	N84°34'28"W	263.84'
C11	1075.00'	28°07'45"	527.77'	N63°09'05"W	522.48'
C12	1075.00'	1°53'48"	35.59'	N50°02'07"W	35.59'
C13	925.00'	34°07'56"	551.04'	N71°51'53"W	542.93'
C14	1075.00'	4°41'46"	88.11'	N74°52'05"W	88.09'
C15	35.00'	87°40'43"	53.56'	S44°13'39"W	48.48'
C19	925.00'	4°46'28"	77.08'	N86°32'37"W	77.06'
C20	925.00'	1°46'24"	28.63'	N55°41'07"W	28.63'
C21	970.00'	43°04'26"	729.23'	N70°23'46"W	712.18'
C22	970.00'	1°33'37"	26.42'	N48°04'44"W	26.41'
C28	34.99'	32°29'21"	19.84'	S71°48'19"W	19.58'
C311	1000.00'	44°38'03"	779.01'	N69°36'57"W	759.47'
C312	955.00'	1°33'37"	26.01'	N48°04'44"W	26.01'
C313	970.00'	44°38'03"	755.64'	N69°36'57"W	736.68'
C314	1030.00'	29°55'02"	537.82'	N62°15'27"W	531.73'
C315	1030.00'	28°07'45"	505.67'	N63°09'05"W	500.61'
C316	1030.00'	1°47'17"	32.14'	N48°11'34"W	32.14'
C353	65.00'	119°56'45"	136.07'	S63°16'15"W	112.55'
C354	95.00'	119°56'45"	198.88'	S63°16'15"W	164.50'
C355	35.00'	119°56'45"	73.27'	S63°16'15"W	60.61'
C356	85.00'	71°13'03"	105.65'	S32°18'39"E	98.98'
C357	55.00'	71°13'03"	68.36'	S32°18'39"E	64.05'
C358	25.00'	71°13'03"	31.07'	S32°18'39"E	29.11'
C379	95.00'	24°38'30"	40.86'	S84°29'06"W	40.54'
C380	95.00'	24°38'30"	40.86'	S59°50'36"W	40.54'
C381	95.00'	24°38'30"	40.86'	S35°12'06"W	40.54'
C382	95.00'	19°34'59"	32.47'	S13°05'22"W	32.31'
C383	85.00'	21°00'03"	31.16'	S07°12'09"E	30.98'
C384	85.00'	19°56'20"	29.58'	S27°40'21"E	29.43'
C385	85.00'	24°53'22"	36.92'	S50°05'11"E	36.63'
C386	85.00'	5°23'18"	7.99'	S65°13'31"E	7.99'



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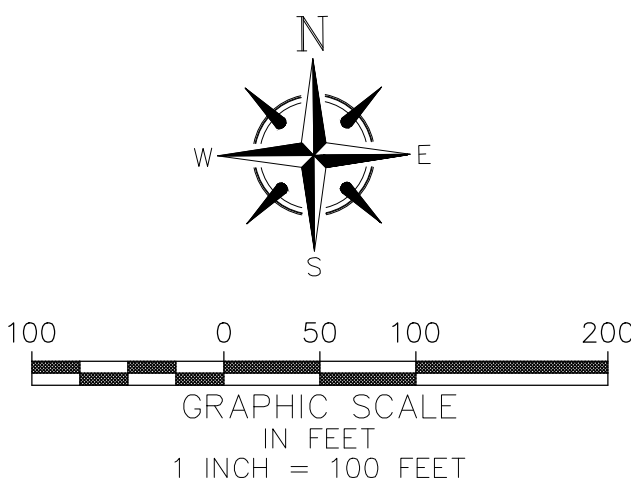
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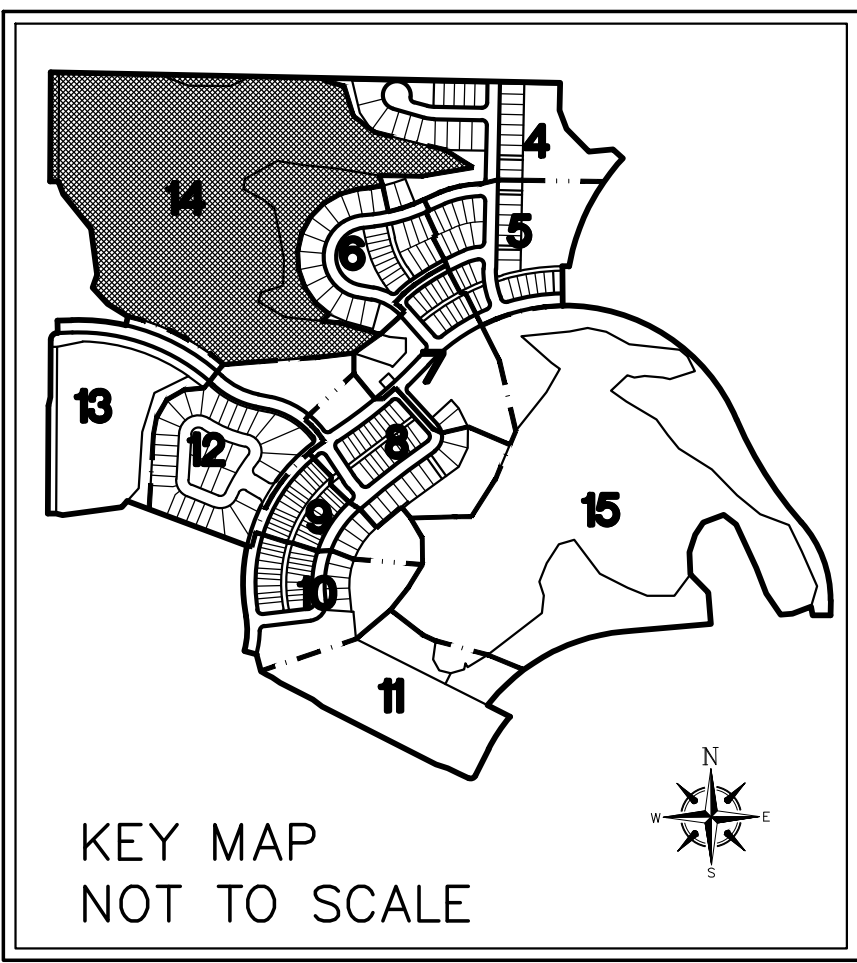
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L95	S88°04'01"W	71.54'
L96	S88°04'01"W	71.03'
L97	N89°36'43"W	40.00'
L98	S89°45'49"E	40.03'
L99	S45°46'27"W	14.34'
L100	S01°53'35"W	58.48'
L120	N28°19'30"E	90.02'
L121	N12°38'49"E	90.02'
L122	N03°01'53"W	90.02'
L123	N18°42'35"W	90.02'
L124	N34°23'16"W	90.02'
L125	N50°03'58"W	90.02'
L126	N66°08'54"W	89.93'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	8060.00'	0°10'17"	24.11'	N00°18'04"E	24.11'
C2	1030.00'	14°43'01"	264.57'	N84°34'28"W	263.84'
C11	1075.00'	28°07'45"	527.77'	N63°09'05"W	522.48'
C12	1075.00'	1°53'48"	35.59'	N50°02'07"W	35.59'
C14	1075.00'	4°41'46"	88.11'	N74°52'05"W	88.09'
C15	35.00'	87°40'43"	53.56'	S44°13'39"W	48.48'
C21	970.00'	43°04'26"	729.23'	N70°23'46"W	712.18'
C311	1000.00'	44°38'03"	779.01'	N69°36'57"W	759.47'
C313	970.00'	44°38'03"	755.64'	N69°36'57"W	736.68'
C314	1030.00'	29°55'02"	537.82'	N62°15'27"W	531.73'
C315	1030.00'	28°07'45"	505.67'	N63°09'05"W	500.61'



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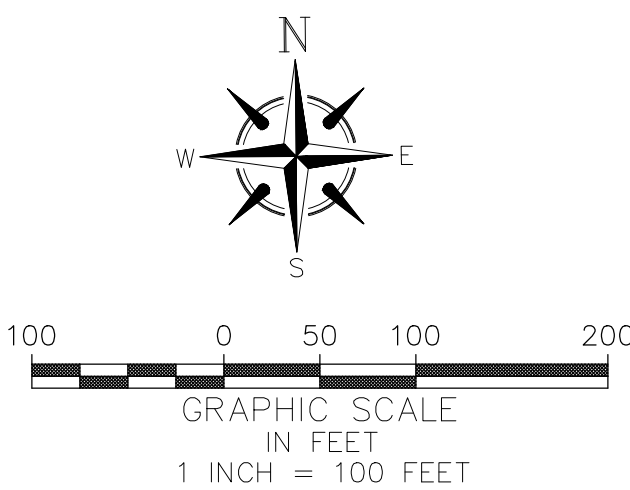
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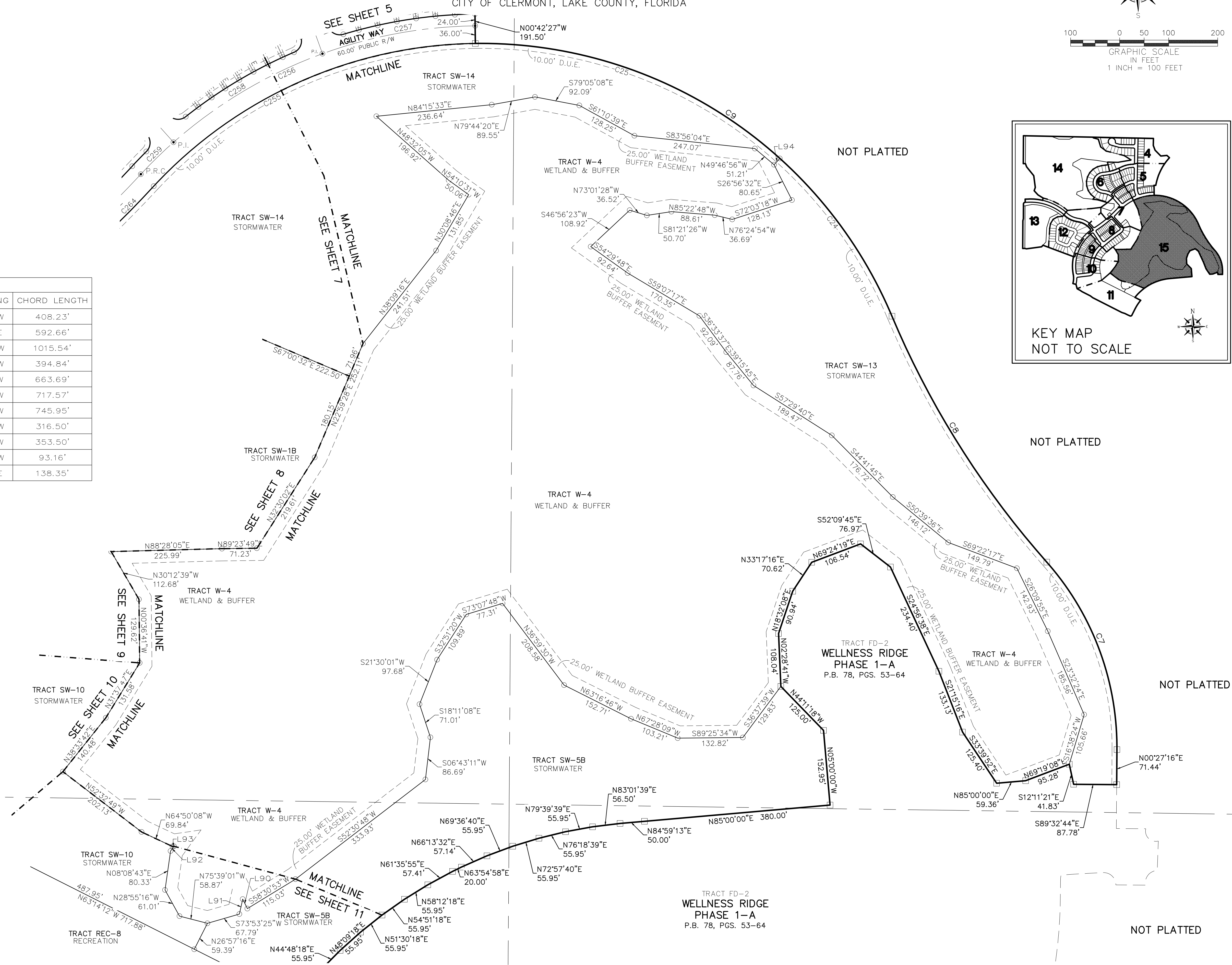
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L90	N26°23'57"W	21.62'
L91	S12°31'41"W	31.22'
L92	N36°03'58"E	11.78'
L93	S81°39'40"W	2.97'
L94	N42°03'59"E	17.47'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C7	570.00'	41°58'00"	417.50'	N20°31'44"W	408.23'
C8	1830.00'	18°38'16"	595.28'	S32°11'36"E	592.66'
C9	910.00'	67°50'00"	1077.36'	N56°47'27"W	1015.54'
C24	910.00'	25°03'33"	398.00'	N35°24'14"W	394.84'
C25	910.00'	42°46'27"	679.36'	N69°19'14"W	663.69'
C255	910.00'	46°26'26"	737.59'	S66°04'19"W	717.57'
C256	946.00'	46°26'26"	766.77'	S66°04'19"W	745.95'
C257	946.00'	19°15'35"	318.00'	S79°39'45"W	316.50'
C258	946.00'	21°32'11"	355.58'	S59°15'52"W	353.50'
C259	946.00'	5°38'40"	93.19'	S45°40'26"W	93.16'
C264	2330.00'	3°24'09"	138.37'	N44°33'11"E	138.35'



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CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Piggyback Term Contract <i>Sanitary Sewer, Manhole, and Lift Station Wet Well Rehabilitation</i>		
Requested Action		
Requesting approval to piggyback the City of Casselberry term contract number RFP-2024-1108 with Inliner Solutions, LLC. to provide sanitary sewer, manhole, and lift station wet well rehabilitation services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. This contract will provide rehabilitation services for the sanitary sewer lines, manhole, and lift station wet well. The contract consists of sewer man lining for repairs, the repair of sewer manholes and the repair of sewer lift stations by lining. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Casselberry, number RFP-2024-1108, to provide sanitary sewer, manhole, and lift station wet well rehabilitation. The City of Casselberry contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial three (3) year term agreement with an additional two (2) one-year renewals at the option of the City. The estimated contract value is \$100,000 annually. The contract start date is upon both parties executing the agreement. Funding will be determined on a project-by-project basis from the sewer system manhole/lateral fund, account number 42535-66305-35108, 42535-66321 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 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 fiscal year 2024 has an available budget of \$161,000 Department Account Code: 42535-66305-35108 and 42535-66321		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$500,000	42535-66305-35108 , 42535-66321 \$500,000	\$161,000
Exhibits Attached (copies of original agreements)		

1.	City of Casselberry Agreement	City of Casselberry Agreement.pdf
2.	Pricing	RFP-2024-1108 Pricing.pdf
3.	Bid Tabulation	Bid Tabulation.pdf
4.	Award Recommendation	RFP-2024-1108 Award Recommendation.pdf

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and INLINER SOLUTIONS, LLC, 2531 Jewett Lane, Sanford, Florida 32771, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services, pursuant to RFP-2024-1108 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on June 10, 2024 and continue through June 9, 2027, and may be renewed for two (2) additional one (1) year periods when in the best interest of the CITY. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order and a Task Authorization.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 INVOICES

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 COMPENSATION

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed Two Million and 00/100 Dollars (\$2,000,000.00) annually, for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 WARRANTY

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from

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the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

SECTION 7 APPLICABLE LICENSING

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 STANDARD OF CARE

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 TERMINATION FOR CONVENIENCE

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 PAYMENT WHEN SERVICES ARE TERMINATED

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper

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payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 INSURANCE

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

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

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

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

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City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 CITY OBLIGATIONS

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the CITY to perform the services herein; and
 - 2. 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, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 - 4. Upon completion of the Agreement, 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 services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

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- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

- C. 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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

SECTION 16 RIGHT TO INSPECTION

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

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

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

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SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 21 THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 FURTHER ASSURANCES

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions

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of this Agreement.

SECTION 25 COMPLIANCE WITH ALL LAWS

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 INDEMNITY

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

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SECTION 29 COURT ACTIONS/CHOICE OF LAW

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 DATA MANAGEMENT

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

SECTION 31 BINDING EFFECT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 ASSIGNMENT

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

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SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative

Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Project Representative

Jiovani Charres, Utility Engineer I
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 PROJECT REPRESENTATIVES

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager

Jiovani Charres
Utility Engineer I
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
Telephone: (407) 262-7700, Ext. 1761
Email address: jcharres@casselberry.org

Contractor's Project Representative

Christopher Hee
Project Manager
Inliner Solutions, LLC
2531 Jewett Lane
Sanford, Florida 32771
Telephone: (407) 687-5603
Email address: christopher.hee@puriscorp.com

SECTION 38 CONFLICT OF INTEREST

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any

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fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 36 hereof.

SECTION 39 PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

If the City Contractor utilizes Subcontractors, the following shall apply:

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

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

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E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site:
<http://www.dhs.gov/E-Verify>.

SECTION 42 PUBLIC EMERGENCIES

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 DEALINGS WITH FOREIGN COUNTRIES OF CONCERN

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means 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, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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SECTION 46 FOREIGN GIFTS AND CONTRACTS

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 47 DISCRIMINATORY VENDORS

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 48 DISBARMENT

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

SECTION 49 CONFLICTS OF INTEREST

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

SECTION 50 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 51 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

SECTION 52 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

**SECTION 53 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL
INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have
executed this Agreement effective the 13th day of May, AD 2024.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

David Henson

Mayor/Commissioner

Attest:

CITY OF CASSELBERRY

By: [Signature]

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

5/13/2024

INLINER SOLUTIONS, LLC

By: [Signature]

Print: Thomas Gottsegen

Title: Chief Legal Officer / Asst. Secretary

For a corporation:

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/4/2024
by Thomas Gottsegen of Inliner Solutions, LLC a LLC - Indiana corporation, on behalf of the corporation. He/she is
personally known to me or has produced (type of identification) as identification.

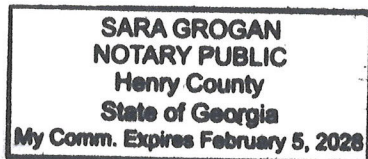
[Notary Seal]

[Signature]
Notary Public

Sara Grogan

Name typed, printed or stamped

My Commission Expires: Feb. 5, 2028



**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

Exhibit "A"
Scope of Services and Technical Requirements

Background

The City of Casselberry is a City in Seminole County, FL with a population of approximately 29,000. The City has a water and wastewater utility system serving approximately 60,000 people both inside City limits as well as in parts of Maitland, Winter Springs, Longwood, unincorporated Seminole County, and unincorporated Orange County. The City also has a storm system located solely within City limits where a portion of the system flows into the Howell Creek basin while a majority of the system flows into the Gee Creek Basin. Both basins eventually flow to the St. Johns River.

The wastewater collection system consists of approximately 133 miles of gravity sewer mains, 3,259 sanitary sewer manholes, 72 lift stations, and 45 miles of force main. The average age of the gravity sewer system is approximately 40 years old and the majority of the City's gravity sewer mains are made of vitrified clay pipe.

The stormwater collection system consists of approximately 19.8 miles of storm pipe, constructed of various pipe materials such as re-enforced concrete, corrugated metal, ADS, and PVC.

The City has been rehabilitating its sanitary sewer system and stormwater systems with Cured-in-Place Pipe and manhole lining with the ultimate goal of reducing the volume of inflow and infiltration into the system and extending the lifespan of the system.

Individual projects under this continuing services contract will range in size and are anticipated to include both capital projects and emergency repair work.

All worksheets in the Price Proposal form should be completed in their entirety.

The following definitions are not inclusive and may not align with the price proposal.

A. Ancillary Services

1. All pricing for non-emergency items shall be proposed based on a project size of at least 10,000 LF.
2. **Mobilization** refers to the travel charges incurred in transporting equipment and personnel to or from the jobsite to the nearest base of operations. The price for this line item shall include all necessary costs for mobilization and demobilization for any non-emergency project.
3. **Traffic Control:** Traffic control should include all flagmen, signage, barricades, etc. necessary to maintain traffic in accordance with FDOT standards. The "per week" rate shall be used for projects in which a minimum of one full 5-day week of traffic control is required. The "per day" rate shall be used for all projects with a total duration of less than one week and for all emergency repairs where traffic control is required.
4. **Cleaning:** Light Cleaning refers to the removal of ¼ diameter or less of sand and/or debris from a section of pipe. Medium Cleaning refers to the removal of ¼ to ½ diameter of sand and/or debris from a section of pipe. Heavy Cleaning refers to the removal of greater than ½ diameter of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation are each separate line items. The bid items under A. Ancillary Services will be used when the cleaning is considered more than Light

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

Cleaning. It is the Contractor's responsibility to properly dispose of solids from their vacuum truck. The city does not have a location for the Contractor to dispose of this debris.

5. **Smoke Testing:** The introduction of a smoke producing device into a section of pipe for the purpose of determining sources of exfiltration or cross-connections.
6. **Bypass Pumping:** Bypass pipes shall be measured per linear foot of bypass pipe required for a project. "Sewer Flow" refers to the diameter of the sewer main that is being bypassed.
7. **Dewatering:** Dewatering for Stormwater rehabilitation and lining should be based on pipe size and measured per linear foot of pipe required to be dewatered.
8. **Easement Access** refers to the additional charge incurred when working within an easement on a location which is not easily accessible. Whether or not a location is considered easily accessible will be determined by the City on a case-by-case basis.

B. Cured-In-Place Pipe Lining (CIPP)

1. **Sanitary Sewer Line Rehabilitation – CIPP** refers to the installation of a resin impregnated, cured-in-place pipe by external heat source curing within the existing sewer main. All CIPP installed is to have a normal thickness of 6.0 mm. Closed Circuit Television Video (CCTV) inspection must be performed before and after both mainline and lateral liner installation. CCTV inspection before liner installation is for contractor use only and does not need to be provided to the City. Digital video files of the CCTV inspection after liner installation must be provided to the City at no additional cost. Pre-pipe cleaning and CCTVing should be included in the price for all items listed on the Price Proposal form for B. Cured-in-Place Pipe Lining (CIPP).
2. **Lateral Reconnection** refers to the reinstatement of the house service connection of the sewer main after the installation of the CIPP system in the sewer main. This is accomplished from within the sewer main via a remote controlled cutting device.
3. **Lateral Lining** refers to the installation of a CIPP system as described above within the existing lateral extending from the sewer main connection to a previously installed cleanout. Lateral diameters may vary with a minimum diameter of 4 inches.
4. Additional for stack service refers to an additional charge incurred when lining a service lateral in the stack or vertical configuration.
5. Proposers must bid using the CIPP liner outlined in the Scope of Services.

C. Sanitary Manhole and Lift Station Wet Well Rehabilitation

1. **Epoxy Liner Application:** This refers to the application of a spray-on epoxy coating system to a sanitary sewer manhole or wet well. The epoxy coating system shall be Spectrashield, Raven 405, Sauereisen 210 Series, Tnemec Series 434/435, Green Monster, 4553 Epoxy Coating, or approved equal. Prices are to be proposed based on the products listed and not an approved equal. If an approved equal is to be used, it must be approved by the City prior to the start of work. The minimum finished thickness and application procedures of the coating shall be as specified by the manufacturer. This item shall be measured per vertical foot based on a 48" diameter manhole. For all manholes and

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

wet wells larger than 48" in diameter, this item shall be measured per square foot by dividing the vertical foot price by 12.56.

2. **Invert Repair** refers to minor repairs made to the bench and invert area of the manhole.
3. **Injection Grouting** refers to the placement of a grout curtain around the manhole exterior via drilled access points in the manhole wall. The grout to be used shall be acrylate chemical grout AC400 or Avanti AV/118. Pricing for grouting a single manhole/wet well includes a total volume limit of 55 gallons. Price for additional grout refers to an additional per gallon charge when grouting a single manhole/wet well that requires more than 55 gallons.
4. **Manhole Ring & Cover Replacement** shall include the removal of the existing manhole ring and cover and the installation of a new manhole ring and cover in accordance with the City.

D. Stormwater Rehabilitation and Lining

1. **Stormwater Pipe Rehabilitation – RICIPP** refers to the installation of a resin impregnated, cured-in-place pipe by external heat source curing within the existing stormwater pipe. All RICIPP installed is to have a thickness identified by the line item, ranging from 6mm to 12mm. CCTV inspection must be performed before and after both mainline installations. CCTV inspection before liner installation is for contractor use only (unless requested by City through a separate line item) and does not need to be provided to the City. Digital video files of the CCTV inspection after liner installation must be provided to the City at no additional cost.
2. **Pre-lining CCTV Inspection Digital File** refers to providing the digital video file of pre-lining CCTV inspection if the City requests the digital video file for pre-installation conditions. This line item will only be provided if a copy of the pre-installation CCTV inspection is requested and should be based on the linear foot of pipe inspected. The cost of performing the CCTV inspections itself should be incorporated in the line items for CIPP and RICIPP installation. Digital video files of the CCTV inspection after liner installation must be provided to the City at no additional cost.
3. **Injection of Chemical Grout** refers to the placement of a grout curtain around the stormwater lines, boxes, and structures exterior via drilled access points in the stormwater pipe wall. The grout to be used shall be acrylate chemical grout AC400 or Avanti AV/118. Pricing for grouting stormwater pipe should be indicated per linear foot of cavity or void to be grouted.
4. **Purchase and Install of Storm Sewer Internal Joint Seals** refers to the installation of various sizes of internal joint seals/locking sleeves during the purposes of stormwater pipe rehabilitation.

E. Emergency Services

1. The items in this category are to be used only for emergency jobs. All other services performed on an emergency basis will be the same unit price as on a non-emergency basis. The purpose of the Emergency Mobilization line item is to cover all additional costs of performing jobs on an emergency basis. Emergency Mobilization is not to be charged if the crew performing the emergency work is already working within the City's utility service area for another City project.
2. **Top Hatting and Point Grouting** shall be priced as though they are only to be performed on an emergency basis, however, the City may occasionally require these services on a non-emergency basis.

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REHABILITATION AND LINING SERVICES**

3. **TV Inspection** refers to the televised inspection by CCTV of the pipe interior using remote controlled video equipment. Payment is by the linear foot of travel within the pipe. TV inspection does not include any cleaning except for the use of water jet for camera transport. This item is only to be used in an emergency situation if requested by the City. Digital video files shall be included in the TV inspection price and must be submitted to the City prior to requesting payment.
4. **Cured-in-Place Repair Sleeve** refers to the installation of a segment of resin-impregnated fiberglass or polyester felt tube by external heat source curing or ultraviolet curing into an existing sanitary sewer main. All CIP repair sleeves are to have a normal thickness of 13.5 mm. Sectional liner material must be approved by the City prior to installation. Sectional liner must be installed as specified by the manufacturer. CCTV inspection must be performed after installation of the lining and digital video files shall be provided to the City at no additional cost. CCTV inspection must be performed before liner installation to be used for contractor reference only and need not be provided to the City.

F. Additional Requirements

1. The proposer shall employ adequate staff to perform the services required. Staff must include a Project Manager and Field Supervisor. Staff shall be proficient and experienced in all phases of services mentioned.
2. The proposer shall be a licensed Contractor.
3. The proposer shall submit shop drawings of all materials to be used. Materials must be approved by the City prior to the start of work.
4. The proposer shall be certified in confined space entry (OSHA) and traffic control.
5. The proposer shall provide services that include safety measures for both the public and the workers.
6. The proposer shall coordinate all scheduling with the City.
7. The proposer shall provide an introductory and organizational seminar regarding its services after award to selected City representatives.
8. The proposer shall work with the City in establishing priorities and in preparing work assignments. The City will provide approximate linear footages for all pipe to be repaired in the work assignment. These lengths will need to be field verified via CCTV before payment.
9. The proposer shall include pre-pipe cleaning and CCTV costs in the line items for B Cured-in-Place Pipe Lining (CIPP) and for D. Stormwater Rehabilitation and Lining. There are no additional line items related to the provision of post-lining CCTV digital video files. Digital video files of the CCTV inspection after liner installation must be provided to the City at no additional cost.
10. The City does not require the proposer's video technicians performing CCTV inspections to be certified with PACP (Pipeline Assessment Certification Program). However, the proposer's CCTV software must be compliant with PACP.
11. The proposer shall obtain and pay for permits when necessary for work performed outside of City limits.

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

12. The proposer shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected proposer to protect workers, public, and City staff from exposure to harmful or hazardous substances within the sewer system.
13. The proposer shall be responsible for the proper disposal of all waste materials, sand, sludge, and debris. The selected proposer shall be responsible for all waste material spills and clean-up in the loading, hauling, and unloading of the proposer's equipment.
14. The proposer shall be responsible for the proper disposal of solids from their vacuum truck. The City does not possess a location for the disposal of solids.
15. The proposer shall be responsible for conforming to any and all requirements regarding hauling and disposal of sewer wastes from each City work site in accordance with OSHA regulations and those that may be mandated by the Federal, State, and local Governments.
16. The proposer shall ensure that all waste material transporters possess all required local, state, and federal transportation permits and that they comply with all local, state, and federal regulations, including but without limitation, 40 CFR Part 236, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.
17. The proposer shall mobilize and be onsite within a maximum of thirty (30) calendar days after issuance of each work assignment by the City, unless otherwise agreed to by the City or in the case of an emergency. In the case of emergency, the proposer shall respond within 24 hours of telephone notification to be followed by issuance of a written Task Authorization.
18. Work under this agreement shall be issued on a Task Authorization basis. Upon issuance of a purchase order, to the proposer, work should be scheduled and started within thirty (30) days. However, should the work have to be performed on an emergency basis, work shall be scheduled and started within seven (7) days.
19. The proposer shall inform the City of its planned work schedules and shall afford the City reasonable opportunity to observe and inspect the proposer's work in progress. The City will be advised of all schedule changes. In addition, the proposer shall notify the City when a work site is vacated for a 24-hour period and work is not complete.
20. The proposer's written cost estimate shall contain the projected completion time in days. If work is not completed within the specified completion date, the proposer may pay a penalty of \$250 per day.
21. Proposer shall provide the City with forty-eight (48) hours' notice prior to the start of work.
22. Proposer shall provide a 5-year warranty for all rehabilitation work performed.

Proposer shall, at their cost, provide a professional cleaning company to clean a residents' home should proposer blow a toilet.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

Exhibit "B"
Price Proposal Form

Inliner Solutions, LLC Price Proposal Form consisting of Five (5) pages is attached as a separate document.

RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that INLINER SOLUTIONS, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of INLINER SOLUTIONS, LLC proof of registration in the E-Verify system is attached to this Affidavit.

TS

Print Name: Thomas Gottsegen

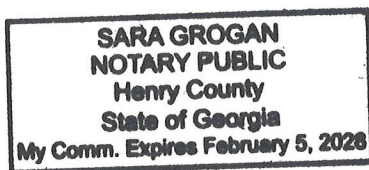
Date: 4/4/2024

STATE OF Georgia

COUNTY OF Dekalb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/4/2024 by Thomas Gottsegen of Inliner Solutions, LLC, a Indiana LLC corporation, on behalf of the corporation. He/she is personally known to me or has produced n/a as identification.

[Notary Seal]



Sara Grogan

Notary Public

Sara Grogan

Name typed, printed or stamped
My Commission Expires: Feb. 5, 2028

**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

This Certification is deemed amended by any amendments to F.S. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Inliner Solutions, LLC

Mailing Address: 2531 Jewett Lane, Sanford, FL 32771

Telephone Number: 407-472-0014 Fax Number: 407-472-0097 E-mail Address: contractsmanager@puriscorp.com


Authorized Signatory

Thomas Gottsegen
Printed Name

FEIN: 01-0684682

Chief Legal Officer / Asst. Sec.
Title

4/4/2024
Date

RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES

Exhibit "E"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 4, 2024

Signed: [Signature]

Entity: Inliner Solutions, LLC

Name: Thomas Goltsegen

Title: Chief Legal Officer / Asst. Sec.

STATE OF Georgia
COUNTY OF DeKalb

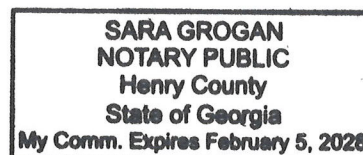
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4 day of April, 2024, by Thomas Goltsegen, as CLO / Asst. Secretary for Inliner Solutions, LLC, who is personally known to me or who has produced [Signature] as identification.

Notary Public Signature: [Signature]

State of Georgia at Large (Seal)

Print Name: Sara Grogan

My commission expires: Feb. 5, 2028



**RFP-2024-1108 GRAVITY SEWER, MANHOLE, STORMWATER, AND LIFT STATION WET WELL
REHABILITATION AND LINING SERVICES**

**Exhibit "F"
Foreign Country of Concern Attestation**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

INLINER SOLUTIONS, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas Gottsegen

Title: Chief Legal Officer Asst. Sec.

Signature: TS

Date: April 4, 2024

Exhibit "B"

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

Note: The unit prices entered on the Sample Projects 1, 2 and 3 must match the prices offered on this Proposal Form.

A. Ancillary Services

		Unit
Mobilization	\$ 2,000.00	LS
Traffic Control (per day)	\$ 250.00	per day
Traffic Control (per week)	\$ 1,000.00	per week
Root Removal for Pipe less than 14"	\$ 19.00	LF
Root Removal for Pipe 14" and greater	\$ 36.00	LF
Tuberculation for Pipe less than 14"	\$ 48.00	LF
Tuberculation for Pipe 14" and greater	\$ 90.00	LF
Smoke Testing	\$ 1.00	LF
Easement Access	\$ 1,600.00	EA

Cleaning

Less than 12" Pipe Light Cleaning	\$ 3.00	LF
Less than 12" Pipe Medium Cleaning	\$ 3.00	LF
Less than 12" Pipe Heavy Cleaning	\$ 4.00	LF
12"-18" Light Cleaning	\$ 4.00	LF
21"-30" Light Cleaning	\$ 5.00	LF
36"-48" Light Cleaning	\$ 7.00	LF
12"-18" Medium Cleaning	\$ 4.00	LF
21"-30" Medium Cleaning	\$ 6.00	LF
36"-48" Medium Cleaning	\$ 9.00	LF
12"-18" Heavy Cleaning	\$ 5.00	LF
21"-30" Heavy Cleaning	\$ 9.00	LF
36"-48" Heavy Cleaning	\$ 16.00	LF

Bypass Piping

6" Sewer Flow	\$ 1.00	LF
8" Sewer Flow	\$ 1.00	LF
10" Sewer Flow	\$ 1.00	LF
12" Sewer Flow	\$ 2.00	LF
15" Sewer Flow	\$ 5.00	LF
18" Sewer Flow	\$ 7.00	LF
20" Sewer Flow	\$ 9.00	LF
Tanker Truck (Capacity 2000 gallons)***	\$ 365.00	per load

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

Pump Set-up

4" Pump	\$ 1,604.00	EA
6" Pump	\$ 3,347.00	EA
8" Pump	\$ 4,776.00	EA

Dewatering

Dewater 12" thru 18"	\$ 1.00	LF
Dewater 21" thru 30"	\$ 2.00	LF
Dewater 36" thru 48"	\$ 4.00	LF

Pump Operation

4" Pump	\$ 60.00	per hr
6" Pump	\$ 70.00	per hr
8" Pump	\$ 120.00	per hr

B. Cured-in-Place Pipe Lining (CIPP)

6" Sewer Main	\$ 45.00	LF
8" Sewer Main	\$ 36.00	LF
10" Sewer Main	\$ 41.00	LF
12" Sewer Main	\$ 45.00	LF
15" Sewer Main	\$ 54.00	LF
18" Sewer Main	\$ 64.00	LF
Lateral Reconnection	250	EA

Lateral Lining

Lateral Lining, up to 15'	\$ 4,800.00	EA
Lateral Lining, 15' to 30'	\$ 5,700.00	EA
Lateral Lining, >30'	\$ 125.00	LF
Additional for Stack Service	\$ 3,900.00	EA
Service with Pressure Grouting	\$ 505.00	EA
Clean-Out Installation	\$ 3,500.00	EA

C. Sanitary Manhole and Lift Station Wet Well Rehabilitation

Epoxy Liner Application (per vertical foot)	\$ 394.00	VF
Invert Repair	\$ 632.00	per MH
Vacuum Jet Cleaning (manhole)	\$ 144.00	per MH
Vacuum Jet Cleaning (wet well)	\$ 1,503.00	per WW
Removal of Existing Liner	\$ 220.00	VF
Manhole Inflow Dish	\$ 125.00	EA
Manhole Chimney Seal or Coating	\$ 300.00	per MH
Manhole Ring & Cover Repair/Replace	\$ 1,400.00	per MH

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

Injection Grouting

Manhole Depth 0'-5', up to 55 gallons	\$ 500.00	per MH
Manhole Depth 5'1"-10', up to 55 gallons	\$ 1,200.00	per MH
Manhole Depth 10'1"-15', up to 55 gallons	\$ 1,800.00	per MH
Manhole Depth over 15', up to 55 gallons	\$ 2,300.00	per MH
Wet Well, up to 55 gallons	\$ 2,700.00	per WW
Additional Grout	\$ 100.00	per gal

D. Stormwater Rehabilitation and Lining

12" x 6mm Stormwater Pipe Lining	\$ 53.00	LF
12" x 7.5mm Stormwater Pipe Lining	\$ 67.00	LF
12" x 9mm Stormwater Pipe Lining	\$ 71.00	LF
15" x 6mm Stormwater Pipe Lining	\$ 60.00	LF
15" x 7.5mm Stormwater Pipe Lining	\$ 75.00	LF
15" x 9mm Stormwater Pipe Lining	\$ 81.00	LF
18" x 6mm Stormwater Pipe Lining	\$ 81.00	LF
18" x 7.5mm Stormwater Pipe Lining	\$ 88.00	LF
18" x 9mm Stormwater Pipe Lining	\$ 94.00	LF
21" x 7.5mm Stormwater Pipe Lining	\$ 85.00	LF
21" x 9mm Stormwater Pipe Lining	\$ 108.00	LF
21" x 10.5mm Stormwater Pipe Lining	\$ 115.00	LF
24" x 7.5mm Stormwater Pipe Lining	\$ 93.00	LF
24" x 9mm Stormwater Pipe Lining	\$ 118.00	LF
24" x 10.5mm Stormwater Pipe Lining	\$ 128.00	LF
30" x 9mm Stormwater Pipe Lining	\$ 124.00	LF
30" x 10.5mm Stormwater Pipe Lining	\$ 133.00	LF
30" x 12mm Stormwater Pipe Lining	\$ 142.00	LF
36" x 12mm Stormwater Pipe Lining	\$ 167.00	LF
36" x 13.5mm Stormwater Pipe Lining	\$ 180.00	LF
36" x 15mm Stormwater Pipe Lining	\$ 197.00	LF
42" x 10.5mm Stormwater Pipe Lining	\$ 187.00	LF
42" x 13.5mm Stormwater Pipe Lining	\$ 214.00	LF
42" x 18mm Stormwater Pipe Lining	\$ 263.00	LF
48" x 12mm Stormwater Pipe Lining	\$ 228.00	LF
48" x 16.5mm Stormwater Pipe Lining	\$ 282.00	LF
48" x 21mm Stormwater Pipe Lining	\$ 335.00	LF
Pre-lining CCTV Inspection Digital File	\$ 1.00	LF

Injection of Chemical Grout

Injection of Chemical Grout into Cavities or Voids along deficient storm lines, boxes, and structures	\$ 17.00	LF
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Purchase and Install of Storm Sewer Internal Joint Seals

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

12" Internal Joint Seal	\$ 110.00	EA
15" Internal Joint Seal	\$ 146.00	EA
18" Internal Joint Seal	\$ 183.00	EA
21" Internal Joint Seal	\$ 220.00	EA
24" Internal Joint Seal	\$ 586.00	EA
30" Internal Joint Seal	\$ 732.00	EA
36" Internal Joint Seal	\$ 879.00	EA
42" Internal Joint Seal	\$ 1,171.00	EA
48" Internal Joint Seal	\$ 1,757.00	EA

E. Emergency Services

Mobilization (Emergency)	\$ 5,400.00	LS
Top Hatting	\$ 4,100.00	EA
Point Grouting	\$ 220.00	per gal
CCTV Inspection	\$ 1.00	LF

Cured-in-Place (CIP) Repair Sleeve

6" Sewer Main, 2'-5'	\$ 2,900.00	EA
6" Sewer Main, 6'-9'	\$ 3,200.00	EA
6" Sewer Main, 10'-12'	\$ 3,700.00	EA
6" Sewer Main, 13'-15'	\$ 4,500.00	EA
6" Sewer Main, 16'-20'	\$ 5,100.00	EA
8" Sewer Main, 2'-5'	\$ 3,400.00	EA
8" Sewer Main, 6'-9'	\$ 3,700.00	EA
8" Sewer Main, 10'-12'	\$ 4,300.00	EA
8" Sewer Main, 13'-15'	\$ 5,100.00	EA
8" Sewer Main, 16'-20'	\$ 6,300.00	EA
10" Sewer Main, 2'-5'	\$ 3,800.00	EA
10" Sewer Main, 6'-9'	\$ 4,100.00	EA
10" Sewer Main, 10'-12'	\$ 4,700.00	EA
10" Sewer Main, 13'-15'	\$ 5,500.00	EA
10" Sewer Main, 16'-20'	\$ 8,000.00	EA
12" Sewer Main, 2'-5'	\$ 4,100.00	EA
12" Sewer Main, 6'-9'	\$ 4,600.00	EA
12" Sewer Main, 10'-12'	\$ 5,100.00	EA
12" Sewer Main, 13'-15'	\$ 5,900.00	EA
12" Sewer Main, 16'-20'	\$ 6,700.00	EA
15" Sewer Main, 2'-5'	\$ 5,000.00	EA
15" Sewer Main, 6'-9'	\$ 5,600.00	EA

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

15" Sewer Main, 10'-12'	<u>\$ 6,200.00</u>	EA
15" Sewer Main, 13'-15'	<u>\$ 6,800.00</u>	EA
15" Sewer Main, 16'-20'	<u>\$ 7,500.00</u>	EA
18" Sewer Main, 2'-5'	<u>\$ 5,800.00</u>	EA
18" Sewer Main, 6'-9'	<u>\$ 6,300.00</u>	EA
18" Sewer Main, 10'-12'	<u>\$ 6,900.00</u>	EA
18" Sewer Main, 13'-15'	<u>\$ 7,600.00</u>	EA
18" Sewer Main, 16'-20'	<u>\$ 8,300.00</u>	EA

*****Please fill in capacity for tanker truck.**

*All line items must be completed.

Exhibit "B"

RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

Note: The unit prices entered on the Sample Projects 1, 2 and 3 must match the prices offered on this Proposal Form.

A. Ancillary Services

		Unit
Mobilization	\$ 2,000.00	LS
Traffic Control (per day)	\$ 250.00	per day
Traffic Control (per week)	\$ 1,000.00	per week
Root Removal for Pipe less than 14"	\$ 19.00	LF
Root Removal for Pipe 14" and greater	\$ 36.00	LF
Tuberculation for Pipe less than 14"	\$ 48.00	LF
Tuberculation for Pipe 14" and greater	\$ 90.00	LF
Smoke Testing	\$ 1.00	LF
Easement Access	\$ 1,600.00	EA

Cleaning

Less than 12" Pipe Light Cleaning	\$ 3.00	LF
Less than 12" Pipe Medium Cleaning	\$ 3.00	LF
Less than 12" Pipe Heavy Cleaning	\$ 4.00	LF
12"-18" Light Cleaning	\$ 4.00	LF
21"-30" Light Cleaning	\$ 5.00	LF
36"-48" Light Cleaning	\$ 7.00	LF
12"-18" Medium Cleaning	\$ 4.00	LF
21"-30" Medium Cleaning	\$ 6.00	LF
36"-48" Medium Cleaning	\$ 9.00	LF
12"-18" Heavy Cleaning	\$ 5.00	LF
21"-30" Heavy Cleaning	\$ 9.00	LF
36"-48" Heavy Cleaning	\$ 16.00	LF

Bypass Piping

6" Sewer Flow	\$ 1.00	LF
8" Sewer Flow	\$ 1.00	LF
10" Sewer Flow	\$ 1.00	LF
12" Sewer Flow	\$ 2.00	LF
15" Sewer Flow	\$ 5.00	LF
18" Sewer Flow	\$ 7.00	LF
20" Sewer Flow	\$ 9.00	LF
Tanker Truck (Capacity 2000 gallons)***	\$ 365.00	per load

RFP-2024-1108**Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services****Price Proposal Form****Pump Set-up**

4" Pump	\$ 1,604.00	EA
6" Pump	\$ 3,347.00	EA
8" Pump	\$ 4,776.00	EA

Dewatering

Dewater 12" thru 18"	\$ 1.00	LF
Dewater 21" thru 30"	\$ 2.00	LF
Dewater 36" thru 48"	\$ 4.00	LF

Pump Operation

4" Pump	\$ 60.00	per hr
6" Pump	\$ 70.00	per hr
8" Pump	\$ 120.00	per hr

B. Cured-in-Place Pipe Lining (CIPP)

6" Sewer Main	\$ 45.00	LF
8" Sewer Main	\$ 36.00	LF
10" Sewer Main	\$ 41.00	LF
12" Sewer Main	\$ 45.00	LF
15" Sewer Main	\$ 54.00	LF
18" Sewer Main	\$ 64.00	LF
Lateral Reconnection	250	EA

Lateral Lining

Lateral Lining, up to 15'	\$ 4,800.00	EA
Lateral Lining, 15' to 30'	\$ 5,700.00	EA
Lateral Lining, >30'	\$ 125.00	LF
Additional for Stack Service	\$ 3,900.00	EA
Service with Pressure Grouting	\$ 505.00	EA
Clean-Out Installation	\$ 3,500.00	EA

C. Sanitary Manhole and Lift Station Wet Well Rehabilitation

Epoxy Liner Application (per vertical foot)	\$ 394.00	VF
Invert Repair	\$ 632.00	per MH
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RFP-2024-1108

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RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

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RFP-2024-1108

Gravity Sewer, Manhole, Stormwater, and Lift Station Wet Well Rehabilitation and Lining Services

Price Proposal Form

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18" Sewer Main, 6'-9'	<u>\$ 6,300.00</u>	EA
18" Sewer Main, 10'-12'	<u>\$ 6,900.00</u>	EA
18" Sewer Main, 13'-15'	<u>\$ 7,600.00</u>	EA
18" Sewer Main, 16'-20'	<u>\$ 8,300.00</u>	EA

*****Please fill in capacity for tanker truck.**

*All line items must be completed.

Main

Title	Gravity Sewer, Manhole Stormwater and Lift Station Wet Well Rehabilitation and Lining Services
Number	RFP-2024-1108
Phase	Phase II

Terms

Scores

Criteria	Firm`s Qualifications and Experience	Project Approach	Scheduling and Firm Availability	Calculated Formula Pricing	Total
Weight	30	30	20	80	100
Inliner Solutions, LLC	25.5	27	17	20	89.5
Atlantic Pipe Services, LLC	22.5	22.5	15	16	76
Vortex Companies	24	22.5	15	10	71.5
Gulf Coast Underground, LLC	19.5	21	12	11	63.5

Respondent: Inliner Solutions, LLC

Criteria: Firm`s Qualifications and Experience

Evaluator: Jiovani Charres

Comment: Team present has been working in the area for about 10 years. Provider of trenchless solutions, manufacture own liners. Most services performed in house - strategic partnerships with subcontractors (included LMK for lateral lining). Do work with BLD for lateral lining, but "strongest" is LMK. Dewatering and bypassing. Aim for good client relations. Familiarity with the area due to local company. Identified the various facets of each of the solicitation`s requirements.

Evaluator: Matt Baker

Comment: Brought in specialists from every field Placemat had information and projects for subs Team at the table have been together for over 10 years Full service-inhouse Manufacture their own liners LMK selected for lateral rehabs Sanitary, storm, LS, and MH rehab covered on placemat Covered community outreach lightly 2/3 of their work is done prior to lining Pride themselves on prework procedures Look at all projects 3x prior to the actual work. Stated that we are getting the best lining super in the county Utilize Raven liners- they like it Repair a lot of failed liners A lot of pride in Raven 100% stand behind their products They love working for and in Casselberry They are integrating Sewer AI cloud platforms Can do digital video transmissions Are also moving manholes and wet wells to AI technologies Focused a lot on structure rehab

Evaluator: James Peterson

Comment: 8 lining crews, 4 storm crews, 1 structure lining.local. very experienced in the fields.

Evaluator: Rod Wongus

Comment: The firm is local, haswell trained employees, years working together as a team, 100% local, stock their own supplies on site, they have a well rounded team, they have sperate teams for lining, manhole, wet well, storm, gravity line rehab

Evaluator: Lynn Jarrell

Comment: Inliner provided key personnel from Regional VP to Site Foreman along with a list of additional key personnel for each division that would work on the project. LMK is their subcontractor for lateral lining when needed, but also has a working relationship with BLD for lateral lining. Manufactures their own materials helping with no wait times for CIPP liner.

Criteria: Project Approach

Evaluator: Jiovani Charres

Comment: Big part includes notifications to residents (included sample door hanger on placemat). Ensure proper pre-work operations ahead of time so that there is clear communication with the residents. Pre-work also includes a pre-construction survey record which the team does for preliminary measurements. “Look at every line, manhole, and wet well three times”Ensure consistent information between the crews. Ensure minimal disruptions to residents. For manhole lining - Finds Raven coating as the best use for these purposes. Manhole rehab crew is typically sent out to specific places. Willing to come back to fix, want to ensure the best product. Raven ability to apply to flat wall and other different shapes.Partnership with cloud based ai software for the CCTV work in this contract. Data available via digital submissions, immediately as needed. Looking at including a level 1 MACP assessment for each of the manhole rehabilitations. Ability to model wet wells through the ai software. Cameras can achieve measurements. Communication plan includes looking at schedule and discussing with City representative. Try to typically aim for notifications a week in advance. Aim to discuss challenges for the projects and will include bypass planning based on the project proposal. Want to sit with the City rep to formulate plans that may include bypass planning, dewatering, and MOT. Turn over plans ahead of time to ensure proper approval. Start the projects off with kickoff meetings to get the gist of the project. Three week lookahead. Emergency response - with the crews being local. Ability to provide crews within 2-3 hours of call to get CCTV onsite and assess situation. Being manufacturers, will be able to have the material available sooner than most. Ability to get crews in at each stage quick, including assessment, planning, solution, and fix. 12-24-hour timeline. Inventory raven products and other products at Sanford facility which allow for quick response. For structure rehab - have enough staff that can help inhouse to start the process if structure crews are out of town. Based on TA timing - will look to work with City to ensure responsiveness for the project timeline. Communicate needs for the project. Cleaning done ahead of time to ensure knowledge of what is there. Ensure crews sent out for the needs based on crew specialty. Flexibility to move crews around and will look to send any as needed. Four different crews for storm lining. Structure rehab has the ability to manipulate schedule. Aim to sit down with the owner to get a project timeline. Very selective on structure rehab - “complimentary” service which prevents the need to send the crews elsewhere. Willing to work issues around and try to make a point of making things right. Chris Hee main point of contact, will be main point of contact for this project. Finance Director reviewed financials.

Evaluator: Matt Baker

Comment: Talk to city rep- try to give schedule for week to 2 weeks Try to give notice to homeowners at least a week or so Discuss bigger challenges with city (IE bypass MOT, ETC) Understand many variables that can arise Demonstrated the uniqueness and challenges of working in Casselberry Kickoff and preconstruction meetings Run 3-week lookahead schedule Can almost promise a full crew on-site within 2 hours for assessment Can get liners asap Can get people in at the drop of a hat Built good relationships with local vendors to assist One of the best emergency responses given Seem to have all needed materials on hand Does work with BLD LMK and others. Storm water dewatering is done in house Smaller bypassing done in house Once TA is issued, work is prioritized and responded to based on need Gave a good step by step for a typical liner Try to fit their schedule to ours Specialized storm crews 360 seals on stormboxes *Finance Director reviewed financial docs*

Evaluator: James Peterson

Comment: they seem to be able to handle the projects. accountability seems to rank highly. Finance reviewed by finance director.

Evaluator: Rod Wongus

Comment: The firm has 100% local members for quick response for emergencies, excellent manhole rehab crew, cloud base video for CCTV, MOT certified, the finance director reviews all the financials

Evaluator: Lynn Jarrell

Comment: Provided a detailed scope of work for sewer/storm lining, wet well rehab, and manhole rehab. Located locally and can have crews assembled and on site quickly. New cloud-based technology. Uses performance survey prior to scheduling work which allows them to assess what crews/materials will be needed. Door hangers for residents. City contact via email, phone calls and site visits. Inliner will start with a kickoff meeting internally and with owner. Finance Director reviewed financials.

Criteria: Scheduling and Firm Availability

Evaluator: Jiovani Charres

Comment: 8 lining crews in Florida, some cleaning crews. Local company, so have crews available. Manhole/wet well rehab crews unique in the area. Look at a relatively quick response time for emergencies, and willingness to work. Manufacturer of materials so no concerns with having to order.

Evaluator: Matt Baker

Comment: Once TA is issued, work is prioritized and responded to based on need Gave a good step by step for a typical liner Try to fit their schedule to ours Specialized storm crews 360 seals on stormboxes This team was very comfortable and knowledgeable Our relationship seems important to them Gave a local company vibe given their size Company seems to have a lot of pride in their product Acknowledged that there will be issues and they pride themselves in how they resolve them Really did a great job making sure they stressed the satisfaction of the customer

Evaluator: James Peterson

Comment: willing to pull Resources in order to Complete projects within timeline. standby the work they perform.

Evaluator: Rod Wongus

Comment: The firm is positioned for 24/7 response, doorhangers are put out before the work begins in advance, pre- construction survey record, schedule passed down to residents, traffic control, members are certified, respond within 2 hours, clean lines before lining, CCTV,

Evaluator: Lynn Jarrell
Comment: Inliner is located locally allowing them to quickly respond for daily and emergency work.will provide 2-3 week look ahead schedule based on what the owners request.

Criteria: Calculated Formula Pricing

Evaluator: Jiovani Charres
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Matt Baker
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: James Peterson
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Rod Wongus
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Lynn Jarrell
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Respondent: Atlantic Pipe Services, LLC

Criteria: Firm`s Qualifications and Experience

Evaluator: Jiovani Charres
Comment: Butch Lanaville is main point of contact. Manhole coating done inhouse and overseen. Wet wells - bypass typically done inhouse (intend to self-perform and will involve additional vendors if necessary for larger situations). Explained process for lining and grouting in wet wells. Have performed wet well lining with scaffolding and with pump pulling as needed - equipped with pump pulling. Approval with City first prior to acting on.14 vac trucks and 10 CCTV trucks available for use. 100 employees in the Sanford office.

Evaluator: Matt Baker
Comment: Brought subs with them Brought people for lining , MHs, and laterals (all different crews) Butch is the POC Do a preliminary investigation of entire project They also do CCTV and Cleaning with different crew Have a QAQC team review all videos Lateral lining done through BLD Door hangers hung 3 days in advance depending on variables TA, Investigate and estimate, City approval, MOT/Bypass/ETC, QAQC, City Review, Rehabilitate, Only one subcontractor Slight chance of getting other subs

Evaluator: James Peterson
Comment: subcontract laterals.on paper theyhave ability to perform the task in the submittal.

Evaluator: Rod Wongus
Comment: The firm introduced the main point of contact, Cleaning and CCTV, lining team leader, manhole leader, also the subcontractor.

Evaluator: Lynn Jarrell
Comment: APS provided each divisions key personnel along with BLD (subcontractor). Will only use BLD for lateral lining.Background and certifications were provided, BLD makes their own materials. 100 employees in Sanford.

Criteria: Project Approach

Evaluator: Jiovani Charres
Comment: Release scope and PM will typically assign and scope project with Superintendent. Will make sure to look at MOT, bypassing, plugging and dewatering necessary for project. Quality control team in office to assist and ensure proper CCTV-ing. Move into lining after CCTV and cleaning. Lateral lining done between Butch and subcontractor. Urgency may alter project flow. Notice done based on traffic. 24-72-hour notice, with road closures leaning towards 72 hours` notice. Will provide information and who is the main contact. One subcontractor anticipated for project for specifically lateral lining. Will coordinate if there are additional needs for subs. Good communication between BLD and APS. Daily logs as part of the process which is provided to the City. Completion reports including footage of lines, number of lines, number of structures. Schedule is provided ahead of time and will be communicated. Ability to perform site meetings as needed. Then move onto material ordering based on approvals. Good relationships with suppliers. Communicate situations that change within the project. Prefer lining mains first and lining structures. Coordination inhouse to ensure lining and manhole operations continue, especially with bypass and MOT requirements. Emergency response - fairly quick. Finance Director reviewed financials.

Evaluator: Matt Baker
Comment: Daily logs included in documents Scheduling is done in advance CCTV is about 2 weeks out Material order is typically within a week or so Emergencies may be faster Manholes work will typically be within 3 weeks max Also have relationships with local vendors for work that is outside of their realm Curtain grout and epoxy Emergency Have a good emergency response SOP with their crews. Crews are typically within 3 hours Concerns about emergency response 14 vac trucks and 10 CCTV trucks *Finance Director reviewed financial docs*

Evaluator: James Peterson
Comment: door knockers 2-3 days` notice.communication logs daily.material- 1 week turn around.Finance reviewed by finance director.

Evaluator: Rod Wongus
Comment: The firm does cleaning, CCTV, CIPP lining, lining, manhole and wet well, point repairs if necessary ,the finance director reviews all the finances

Evaluator: Lynn Jarrell
Comment: Provided flow chart of each step of their approach once TA is issued.Went into detail of how to rehab a wet well and what the city will allow APS to disassemble inside a wet well.BLD can respond quickly as crews are based locally and will repair just line or multiple laterals. Can by-pass in-house. Daily logs, tracking chart site meetings. APS will contact city immediately after CCTV/Cleaning if additional issues/defects have arose to discuss additional necessary services. Fiance Director reviewed financials.

Criteria: Scheduling and Firm Availability

Evaluator: Jiovani Charres

Comment: From clean/TV typically looking at within 2 weeks. Then move onto material ordering based on approvals. Good relationships with suppliers. Communicate situations that change within the project. Manhole division travels, attempt to bring in typically per weeks (looking at 3-4 weeks for overall timing). Emergency response - fairly quick. Looking at 3-hour maximum response time. 15 minutes away from City (located in Sanford - local). Aware of material dependency for the work and emergency work. During working hours typically look at quicker response times. BLD Lateral response time - have a crew that works locally in Orange County. Willing to do one (if absolutely necessary).

Evaluator: Matt Baker

Comment: Not as much detail on difficulties they may encounter in the field Give a good local company vibe. Seem knowledgeable Certainly seem like they will be easy to work with Have a lot of current municipal contracts with cities and counties Our relationship with them seems very important to them 100 employees in sanford

Evaluator: James Peterson

Comment: 15 min response

Evaluator: Rod Wongus

Comment: Some team members are a week at one project then transferred for the next week, depending on the pipe size material is in house,

Evaluator: Lynn Jarrell

Comment: APS will stay on site until project is completed if issues arise otherwise MH crews will be on site for a week at a time, off-site for a week at a time.Can start 2 weeks after TA is issued, CIPP liner in small diameter can be installed within a week 2 at the most, bigger diameter will take a bit longer.MH crews can be deployed at the same time as CIPP crews. off hours is 3 hours response time and working hours in quicker and vehicles are always readily available.

Criteria: Calculated Formula Pricing

Evaluator: Jiovani Charres

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Matt Baker

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: James Peterson

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Rod Wongus

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Lynn Jarrell

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Respondent: Vortex Companies

Criteria: Firm`s Qualifications and Experience

Evaluator: Jiovani Charres

Comment: Main Point of Contact/Estimator - Tommy Robinson. Accessible - local. Good response time. Based out of Tampa - travel throughout the state. With 60 employees. Manufacture and install liners. Supply grouting. CIPP liners as of recently. Built reputation on "doing it right" Looking at getting it done efficiently. Wet Well coordination with lift station. Able to do anything 4" pump and below. CIPP Lining is all inhouse. Geopolymer/Manhole coatings all done inhouse. CCTV has capabilities both in-house and through sub. Prefer inhouse. No epoxy coatings done in house, subs: - Basic Engineering: subsurface grouting - BLD: Lateral liners - GPH: Clean and CCTV contractor. Close by local. - Absolute Line Tech: Grouting, internal grouting, seals, sectionals. Sub work is considered under main contractor work. Training process: Inhouse process, national. Shadowing process (3-4 weeks). Typical utilize initially on a small project and work up from there. Quality control through the documentation. Utilize GoCanvas to ensure logs. Appeared very qualified and has good amounts of experience in this field. Empower field crews to make the calls.

Evaluator: Matt Baker

Comment: 3 cctv 3 cipp 3 mh and 1s 60 employees Manufacture and install products Work all over Florida Main point of contact- Tommy is the main point of contact Orlando crew would be for us Included subcontracted crew information Cipp in house, MH coating in-house- CCTV and Cleaning could be subbed out, sub does spray epoxy Subs are using their materials Injection grouting and lateral lining is subbed A lot of the emergency work is going to be subbed out of Sanford They take responsibilities for subs performances In house training on their products by their in-house crews and vet their subs Thorough inspection process on subs and in house crews

Evaluator: James Peterson

Comment: 5 lift stations crews. install their own products.

Evaluator: Rod Wongus

Comment: The firm is based out of Tampa, they have a local point of contact, they manufacture their own material, well staffed.

Evaluator: Lynn Jarrell

Comment: Vortex provided 3 key personnel staff. Vortex did not provide with them field/subcontractors. Provided Tommy Robertson as point of contact. 3 out of 5 references responded and they received an overall good.

Criteria: Project Approach

Evaluator: Jiovani Charres

Comment: Communication plan - PM assigned, will generate maps & trackers. Weekly schedule/biweekly schedule updates. Emergency response ensure decent response. Willing to work in person, email, phone, texts. Project progress documentation - require daily logs and trackers. Reporting to internal company. Hard schedule for 14 days out at a time - always looking forward. Enough resources to reallocate between locations. Ensure evaluation at CCTV step and provide communication on plans with City. Daily communication between PM and field crews. Doorhangers to hand out, 48-hour notice, additionally add in 2-week notice. Give information for how each of the phase's work. Ensure proper PPE and looking like the contractor "belongs". Contact information is provided for the primary superintendent. Wet Well coordination with lift station. Able to do anything 48" pump and below. Evaluating lengths for CIPP and evaluate how many "runs" this item needs. Will give notice for the need for joints and so forth. Inspection/cleaning is done first up to the rehab standards. Able to expedite emergency response. Services prefer CIPP before manhole, prefer sequencing but can-do manholes at different portions of project at the same time. Dewatering/debris cleaning ensured - explained thoroughly for the process. Ensure plan is made based on CCTV inspections initially. Can utilize different ways for inspections. Very detailed on the project approach. Finance Director reviewed financials.

Evaluator: Matt Baker

Comment: Project manager is assigned Compile all data and export information Progress documentation is important to them Stay on top of projects and keep city updated Keep a 12-week forecast and focus on 2 week lookout Door hangers - 48 hrs Leadership and refinement training for all staff Allow staff to interact with public See the importance of public communications Understand that our customers pay their food bill Have a good damage and claims department Respect the customers property and try not to impact them Lift stations Remove old liners and spray Bypass- have in house and rental capabilities *Finance Director reviewed financial docs*

Evaluator: James Peterson

Comment: communication, 2 weeks schedule, door hangers, Training for proper communications with public. in house bypass setups. Finance reviewed by finance director.

Evaluator: Rod Wongus

Comment: They line all pipes in house, they contract out lateral lining,The finance director reviews all the finances

Evaluator: Lynn Jarrell

Comment: Company door hangers with project managers information. Will keep City informed if any issues should arise. City communication could include field meetings, phone calls, emails. Vortex utilizes (4) subcontractors. Vortex provides in-house and outside agency training. Vortex has their subcontractors shadow in-house crews for 3-4 weeks until they are permitted to work on a small job, alone. Vortex will provide additional crews/materials/tools to assist if needed.Will address punch list items immediately.. Fiance Director reviewed financials.

Criteria: Scheduling and Firm Availability

Evaluator: Jiovani Charres

Comment: Hard schedule for 14 days out at a time - always looking forward. Enough resources to reallocate between locations. Based out of Tampa. Turn around on PO/TAs can be based on two-week time (typically). Point of contact is local. Install their own products.

Evaluator: Matt Baker

Comment: Have several options to trenchless repair storm and larger infrastructure Typically a two week turnaround CCTV and clean first then a lining crew follows Did not bring any subs with them Seem knowledgeable and experienced Crews are empowered to make logical field calls

Evaluator: James Peterson
Comment: 48 HR for CIPP,

Evaluator: Rod Wongus
Comment: They stay in contact with Casselberry staff, at all times, quality control, they check all subs personal, Project manager is point of contact all times,

Evaluator: Lynn Jarrell
Comment: Vortex will provide a 2 week look ahead schedule. Vortex employees must submit daily logs so project managers can update tracking chart. All inspections will be conducted prior, then 1-2 weeks after for CIPP and 2-3 weeks for storm pipe. Then will dispatch manhole rehab crew.

Criteria: Calculated Formula Pricing
Evaluator: Jiovani Charres
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Matt Baker
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: James Peterson
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Rod Wongus
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Lynn Jarrell
Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Respondent: Gulf Coast Underground, LLC

Criteria: Firm`s Qualifications and Experience
Evaluator: Jiovani Charres

Comment: Tyler Stewart (main point of contact - project manager). Both contractor and design firm - think of the process based on design-build process. Experience looking at project problems and looking at solutions. Contracts in Panama City and Okaloosa. Pinellas County, Gainesville, City of Orlando, etc. Multiple contracts in the City. Noted as being privately owned. GCU provides all service inhouse, may include sub-contractor if necessary. CIPP, lateral lining, coatings, structural epoxy all inhouse. Manholes is what the company started out in. Lift stations have standard process - look at lift station, pressure wash/spray, evaluate the needs and structure of the lift station, utilize poly system (3 layer) coating/sprays to eliminate the possibility of pin holes and is impervious to lift station gases. Firm has done larger lift stations for the wet wells. Bypass systems all have ability to be done inhouse. (Firm was unable to bring personnel that has main experience in wet wells). With it being only one person, interview was difficult to expand upon.

Evaluator: Matt Baker

Comment: Contracting and engineering firm Design build Come up with out of the box solutions to complex issues Gave examples of current contracts Privately owned and not publicly traded giving them the capabilities for field calls Want our business Local superintendent Not as detailed as others Did not bring field personnel Did not offer information- had to be asked

Evaluator: James Peterson

Comment: firm looks to be able to handle the work listed. di struggle with the lift stations details

Evaluator: Rod Wongus

Comment: The firm is also an engineering company, they are privately owned, CIPP, lining storm, gravity lines, manholes and wet wells.

Evaluator: Lynn Jarrell

Comment: Construction and Engineering firm that gives them a leg up on being able to provide innovative and out of the box solutions. They do significant in state and out of state projects. GCU is privately owned with a Superintendent located in Winter Haven. Outlined key personnel but did not provide their experience or qualifications.

Criteria: Project Approach

Evaluator: Jiovani Charres

Comment: Communication plan - would evaluate what the City needs. Investigate the project and recommend needs for the project. Produce a project schedule and work with the City to get the project schedule in place and evaluate requirements. Look at daily and weekly requirements. Scheduling is typically done as a two week lookahead. Case by case evaluation of scheduling, ability for responses. Intercompany doing a weekly scheduling meeting. Typically looking at a daily communication and would evaluate communication needs based on the customer needs. Good at coordinating with school systems or other vital places to look at for. Doorknockers and leaving door hangers providing information based on the project. Typically done a month or so prior to project or whatever the project requires. Ability to coordinate with the necessary personnel. Emergency - will evaluate based on needs. Have office close, if necessary, can look at working within the next few hours. Main liners are kept in stock for the ability to have emergencies response within the day. From TA issue - will be able to give schedule of work within the week. Ability to plan for crews onsite, have smaller crews onsite to evaluate the location and determine needs for MOT/outreach. Plan to order materials as necessary. Normal process includes TV-ing enough to get the main lining crews started, prefer to have multiple crews available throughout the process. With multiple crews, look at having multiple resources on site for possible teaming up. Finance Director reviewed financials.

Evaluator: Matt Baker

Comment: Plan- they investigate our project and submit our needs to us. Submit their intentions to us and keep open communication Typically submit a 2-week lookahead Respond based on need All services offered are offered in-house They only use subs that they love They do CIPP, lateral, digging, coating, pipe bursting, all in house Weely in house meetings to ensure communications throughout the company Communicate complexity and progress with city staff daily Utilize different technologies based on the situations Door-knocks and hangers go out Emergency We reach out to them, they determine the complexity Crews can respond within hours Stock liners at wet out facility Started out in MH- L/S coating 3 phase lining- similar to spectra-shield Touched on invert repairs Site investigations and schedules after TA, place product orders, like to TV and line simultaneously, coats manholes last. Vactrucks, trailers, boilers, refer trucks, camera trucks, New software for CCTV utilizing AI. Software can convert Databases IE- Wincan to Granite Fiberglass liners available for storm and large sewer *Finance Director reviewed financial docs*

Evaluator: James Peterson

Comment: door hanger up to 1 month ahead. Finance reviewed by finance director.

Evaluator: Rod Wongus

Comment: The firm has did plenty of work for FL., Alabama, Cities throughout Fl. They do manhole rehab, laterals, storm, gravity lining, they do wet well rehabs, keep 8,10,12 inch in stock for emergencies, the finance director reviews all finances

Evaluator: Lynn Jarrell

Comment: Investigate scope of work. Provides 2 week look ahead. All services will be handled in-house but can use a sub-contractor if the owner approves, but not necessary. Will provided daily communication. Will provide door hangers to resident, will contact Transporation and/or school districts to coordinate work in the area that will affect their flow. Emergency response will triage scope of work. Can respond within hours for non-working hours and install liner within a day.By-pass can be installed in-house. Can spray manholes from the surface. Can offer fiberglass liners for longer storm runs.Fiance Director reviewed financials.

Criteria: Scheduling and Firm Availability

Evaluator: Jiovani Charres

Comment: Equipment on hand (locally) includes vac trucks, boiler trucks for CIPP, camera trucks available. Reliable equipment on hand - multiple camera trucks/software available for camming. Have office close, if necessary, can look at working within the next few hours. Main liners are kept in stock for the ability to have emergencies response within the day. Local superintendent in Winter Haven working with the City. Didn` t appear too local for response times. Firm didn` t seem too pressed to send more people for the interview which may raise concerns for firm availability (person did note the others were on vacation).

Evaluator: Matt Baker

Comment: Site investigations and schedules after TA, place product orders, like to TV and line simultaneously, coats manholes last. Vactrucks, trailers, boilers, refer trucks, camera trucks

Evaluator: James Peterson

Comment: emergency- hours liners - 1 day contact in Winterhaven. Only one person showed for the phase.2

Evaluator: Rod Wongus

Comment: The firm produces a project schedule, 2 weeks out with all contracts, they do all work in house, daily contact with the City, door knock and hangers are used,

Evaluator: Lynn Jarrell

Comment: GCU represent was the only personnel available and stated he was here for other business, so concerns about whether staff and crews will be available and how scheduling might be affected. Details had holes and required more details.

Criteria: Calculated Formula Pricing

Evaluator: Jiovani Charres

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Matt Baker

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: James Peterson

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Rod Wongus

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.

Evaluator: Lynn Jarrell

Comment: Procurement Use Only - Pricing calculated by Formula - Total added to Score Tabs for each proposal.



CITY MANAGER M E M O R A N D U M

7.F.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: May 13, 2024
Subject: Award of Bid and Execution of an Agreement with Inliner Solutions, LLC for Gravity Sewer, Manhole, Stormwater and Lift Station Wet Well Rehabilitation and Lining Services

Introduction: Consideration to award a bid for RFP-2024-1108 and execute an agreement with Inliner Solutions, LLC for Gravity Sewer, Manhole, Stormwater and Lift Station Wet Well Rehabilitation and Lining Services, on an as-needed basis, for an amount not to exceed \$2,000,000 annually is requested. (Ref: RFP-2024-1108)

Background: The City of Casselberry owns and operates a wastewater collection and transmission system consisting of gravity sewer lines, manholes, and lift stations. Public Works & Utilities staff have inspected and identified areas of the gravity sewer collection system that may suffer from inflow and infiltration problems and require rehabilitation. The gravity sewer pipe within the identified areas is older vitrified clay pipe (VCP) and can often suffer from breaks, intrusion, and leaks. For over a decade, the gravity sewer system has been rehabilitated using cured-in-place-pipe (CIPP) liner. Many of the gravity sewer manholes in the City's collection system are built from bricks and mortar and can often suffer from breaks, intrusion, and leaks. Spray-on epoxy liners have been used to rehabilitate the manholes over the last several years. The City's lift station wet wells can also suffer from infiltration and have historically been rehabilitated with injection grouting and spray-on epoxy liners. The City also owns an aging stormwater system which has the ability for rehabilitation using CIPP liner.

Discussion: RFP-2024-1108 was issued on March 14, 2024, requesting proposals from qualified firms for a Continuing Services Agreement for Gravity Sewer, Manhole, Stormwater and Lift Station Wet Well Rehabilitation and Lining Services. The City received a total of eight responses from Atlantic Pipe Services, LLC, Carr & Collier, Inc, Gulf Coast Underground, LLC, Hinterland Group, Inc., Inliner Solutions, LLC, Insituform Technologies, LLC, Miller Pipeline, LLC, and Vortex Companies. An evaluation committee made up of Public Works & Utilities staff met on March 28, 2024 and discussed the proposals (Phase 1) and reached a consensus that Atlantic Pipe Services, LLC, Gulf Coast Underground, LLC, Inliner Solutions, LLC, and Vortex Companies should be invited for informal interviews. On April 2, 2024, the Evaluation Committee met and conducted informal interviews (Phase 2) with each of the four firms. The Evaluation Committee discussed the interviews and scored the firms, and based on the outcome of the scoring, Inliner Solutions, LLC was chosen as the most qualified candidate to perform these services. The term of this agreement shall begin on June 10, 2024, and continue through June 9, 2027 and may be renewed for two (2) additional one year periods. The amount to be paid under

this agreement shall not exceed \$2,000,000 annually for the term of the agreement.

It should be noted that the not-to-exceed amount is established as a means to provide the maximum authorization. However, this amount does not imply actual expenditures since various departments must work within their budget parameters and availability of funds is verified prior to issuance of a purchase order. Task authorizations will be issued as work is identified. In addition, appropriations beyond Fiscal Year (FY) 2024 are subject to future City Commission approval.

Budget Impact: Funding is available in the FY 2024 Water and Sewer Utility Fund and Renewal/Replacement Distribution and Collection and Stormwater Utility Fund accounts:

- Repair and Maintenance/Sewer account #401-0751-536.46-03 - \$50,000 for manhole lining
- Repair and Maintenance/Emergency account #401-0751-536.46-05 - \$75,000 for emergency lining
- Repair and Maintenance/Stormwater account #110-0740-538.46-00 - \$83,472 for storm sewer lining
- Renewal/Replacement account #402-0751-536.63-12 - \$400,000 for various gravity sewer lining

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of the Agreement with Inliner Solutions, LLC for gravity sewer, manhole, stormwater and lift station wet well rehabilitation and lining services, on an as-needed basis, in an amount not to exceed \$2,000,000 annually, and to simultaneously authorize the City Manager to approve all task authorizations within the scope of the contract, subject to available funding.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Agreement



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Piggyback Contract <i>Elevator Repair and Maintenance Services</i>		
Requested Action		
Requesting approval to piggyback the OMNIA Partners term contract number EV2516 with KONE Inc. to provide elevator maintenance and repair services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The current contract with Oracle Elevator Co. for elevator repair and maintenance services ended May 2, 2024. This new agreement will provide continuity of elevator repair and maintenance services for city-owned elevators. The elevators referenced in the agreement are City Hall, Fire Station #1, Police Station, and Victory Pointe Observation Tower. At the request of the Public Services Department, the Procurement Services Department sought a contract from OMNIA Partners number EV2516, to provide elevator maintenance and repair services. The OMNIA Partners contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial five (5) year term agreement with an additional three (3) one-year renewals at the option of the City. The annual value is \$15,840 or \$79,200 for the initial five-year contract term. The contract start date is the day it is executed by both parties. Funding will be determined annually and provided by various funds. For a list of accounts, see the Fiscal Impact Summary. 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 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		
Department Codes: 10549-53412-21101 10549-53412-22899 10549-53412-19103 45538-53412-38110 60552-53412-38110 The total account balance available for all accounts for the remainder of the current year is \$9,800.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

\$15,840	10549-53412-19103 City Hall 10549-53412-21101 Police Dept. 10549-53412-22899 Fire Station 1 60552-53412-38110 Victory Pointe 27% (CRA) 45538-53412-38110 Victory Pointe 73% (Storm Water	\$9,800
Exhibits Attached (copies of original agreements)		
1. City of Clermont - Contract Ryder Monthly Maintenance Omnia	City of Clermont -US Communities Monthly Maintenance Omnia 5.13.24.pdf	
2. Executive_Summary_Kone_01	Executive_Summary_Kone_01.pdf	
3. RFP EV2516 - Elevator and Escalator Maintenance and Services	RFP EV2516_- _Elevator_and_Escalator_Maintenance_and_Services_complete d-1.pdf	

SCOPE

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, phones, fans, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door

protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged per the US Communities Billing Rates per the Master Agreement.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

TRACTION ELEVATOR

An annual no load test.

A five (5) year full load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing or cleaning of car enclosure, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement.

NON-KONE EQUIPMENT

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

This Agreement in brief includes the following:

- All Elevators will be serviced with regular & systematic monthly examinations and include our complete service coverage stated above.
- All State Required Testing
 - Annual Hydro Test
 - Annual No-Load Traction Test (if applicable)
 - Five Year Full Load Traction Test (if applicable)
- Pricing Schedule:
 - Years 1-3 – Pricing is fixed per submitted price proposal
 - Year 4 – Pricing adjusted 3.25%
 - Year 5 – No Price Adjustment
 - Renewal Option Years 6-7 – Pricing adjusted 3.25% Year 6, and Held for Year 7
 - Renewal Option Years 8-9 – Pricing adjusted 3.25% Year 8, and Held for Year 9
 - Renewal Option Years 10-11 – No Price Adjustment
- Elevator Emergency Phone Monitoring
- Monthly Fire Service Testing
- **TERM AND TERMINATION:**
 - This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years. This Agreement then has renewal options for Three (3) additional Two (2) Year Periods.
 - In the event that the initial term of US Communities Kansas City contract is not extended, utilizing the one-year term extensions, City of Clermont has the option to renegotiate new contract terms at the end of the initial term period (12/31/2029).
 - Cancellation – This agreement will remain in effect for the term of the agreement. Notwithstanding any provisions to the contrary, if Owner provides KONE with written notice of any reasonable dissatisfaction related to the services being provided, and said dissatisfactions are not remedied to Owner's reasonable satisfaction within thirty (30) days, then, without prejudice to any other right or remedy that Owner may have, Owner may terminate this agreement effective immediately by providing written notice thereof to Consultant. Issues beyond KONE's control are not cause for cancellation.
- KONE assumes the equipment will be in code compliant, safe, and working order. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work to bring the elevators into proper operating and code compliant condition.
- Total Monthly Billing Amount (payable annually in advance): \$1,320.00 (\$1,386/month payable monthly in advance)

- Additional Non-Contract Value Added Benefits
 - Asset Management Planning for all Elevators (Long-term Consulting Plan)
 - KONE Online - Automatic Email Notification

ACCEPTED BY:

KONE Inc.

Ron McCoy
Branch Manager

Date: _____

ACCEPTED BY:

City of Clermont

Signature

Name (printed)

Title

Date: _____

Pricing List Exhibit 1

<u>Equipment ID</u>	<u>State ID #</u>	<u>Type</u>	<u>Stops</u>	<u>Make</u>	<u>Model</u>	<u>Price</u>	<u>24/7 Connected Included</u>
City Hall Building	72983	Hydraulic	3	KONE	MiProm HS	\$320	No
Fire Station #1	58583	Hydraulic	2	Schindler	321-A	\$320	No
Police Station	103670	Hydraulic	2	Otis	AAA21242E	\$320	No
Victory Pointe Observation Tower	106314	Hydraulic	3	Garaventa	CQ20K	\$320	No

Total Monthly Billing Amount: \$1,320.00 (payable annually in advance \$15,840)

*Pricing is contingent on the elevators being in good condition without outstanding repairs or code violations. If any outstanding repairs or issues are found, a proposal to correct those items will be submitted for approval.

Standard Billing Rates for this contract will be based upon the stated rates in The U.S. Communities Master Agreement.

CUSTOMER INFORMATION

Who is the building and equipment Owner?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Is the Owner tax exempt? ☐ Yes (If Yes, provide the Tax Exemption Certificate.) ☐ No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:



ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES
Executive Summary

Lead Agency: City of Kansas City, MO

Solicitation: RFP # EV2516

RFP Issued: May 1, 2018

Pre-Proposal Date: May 15, 2018

Response Due Date: June 8, 2018

Awarded to: Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial six (6) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for five (5) additional one-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4, year 6, and year 8.

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kone>

EV2516 - Elevator and Escalator Maintenance and Services

1 Introduction and Overview

Point Value: 0



1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Click to write the question

Priority: 0. Response Type: Text.

2 Instructions and Conditions

Point Value: 0

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

3. CITY CONTACT PERSONS

General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0814 (Phone) Cedric.Rowan@kcmo.org (Email)

Delois Moore, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.
 - "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
 - By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.
-

5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

RFP issued	Tuesday, May 1st, 2018
Non-Mandatory* Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 1st Floor Conference Room General Services Department Kansas City, MO 64106	Wednesday, May 16th, 2018

*Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.

Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents
- National Requirements

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline

- Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
 - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
 - Questions - Post Deadline
 - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
-

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
 - Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.

- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
 - Technical support for this application is available at support@rfp365.com.
-

10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
 - Experience
 - Pricing/Cost Proposal
 - Technical and Functional Requirements
 - U.S. Communities Administration Agreement (signed, unaltered)
 - U.S. Communities Supplier Worksheet for National Program Consideration
 - U.S. Communities Supplier Information
 - References
 - Sustainability
 - Other Required Documents
-

11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
 - The City may change criteria and criteria weights at any time including after the due date for proposals.
-

12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;

- request one or more best and final offers from any or all Proposers;
 - accept any Proposal in whole or in part;
 - require a Proposer to make modifications to their initial Proposals;
 - make a partial award to any or all Proposers;
 - make a multiple award to any or all of Proposers;
 - terminate this RFP, and reissue an amended RFP.
-

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
 - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
-

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
 - The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.
-

18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
 - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
-

20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
 - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
 - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
-

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to

win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
 - After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
 - If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
 - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
-

24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and

the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

<http://www.kcmo.gov>

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
 - Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.
-

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS

The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10% **MBE** participation and 0% **WBE** participation.

The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at <http://kcmo.org/CKCMO/Depts/Ci...> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

36. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3 Scope of Work

Point Value: 20

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of

parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization:** This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections:** This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions:** Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.

Priority: 5. Response Type: Text.

4 Authorized Representative Form

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

- 1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- 2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- 4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- 5 Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Authorized Representative name and title

Priority: 5. Response Type: Text.

3. Authorized Representative phone number and email address

Priority: 5. Response Type: Text.

4. Firm's name and physical address

Priority: 5. Response Type: Text.

5. Email address for Purchase Order

Priority: 5. Response Type: Text.

5 Standard City Contract

Point Value: 0

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

[Facility Repair Maintenance Contract Part I](#) and [Facility Repair and Maintenance Contract Part II](#).

1. Will you be able to comply with the Standard City Contracts?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Please state any questions or concerns you have regarding the Standard City Contracts.

Priority: 5. Response Type: Text.

6 Service Level Requirements and Scope Details

Point Value: 15

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

- 1 Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
- 2 In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
- 3 All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
 - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
 - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
 - Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.

- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
 - Contractor shall perform any and all work requested by City.
 - Conferences will be held at the request of City or Contractor.
 - The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.
- 4 OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
 - 5 For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
 - 6 Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).
 - 7 Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
 - 8 Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

- 1 The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
- 2 Services shall include, but are not limited to:

- Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
 - Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on as-needed basis.
 - Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - Provide all necessary equipment and supplies.
- i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation*, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
 - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
 - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
 - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.
 4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.
 5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

Class "A" Complete Preventative Maintenance

- 1 Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1 HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

- 1 Refer to previous applicable descriptions of work and materials required.
- 2 Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
- 3 Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
- 4 All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

- 1 Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

- 2 Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
- 3 Any retained components are to be examined, cleaned, and adjusted as necessary.
- 4 Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
- 5 City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
- 6 Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

- 1 Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Communication and Response

- 1 The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
 - Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
 - Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

Emergency Call Back Services

- 1 "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention, immediately or before the contractor's next scheduled preventative maintenance visit.
- 2 Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
- 3 Contractor will, at no charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance. If emergency callback service is required on equipment covered by Class "A" Complete Maintenance outside of normal working hours, the City will pay only the difference between the regular hourly billing rate and the regular overtime billing rate applicable for each

overtime hour worked according to the hourly rates specified on the "Emergency On Call Rate Schedule."

- 4 City will pay the Contractor the full applicable hourly rate for emergency callback service on all equipment not covered by Class "A" Complete Maintenance according to the hourly rates specified on the "Emergency On Call Rate Schedule."

Records

- 1 The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
- 2 Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
- 3 Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.
- 4 Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
- 5 At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
- 6 Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
 - The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
 - Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
- 7 In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.
- 8 At a minimum, the Supplier's online system will be able to provide the following:
 - 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
 - Mean Time Between Callback data on a per property and per unit basis
 - 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
 - Proposal history to view any open proposals and service recommendations.
 - Local sales representative and superintendent contact information.

- Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

- 1 Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
- 2 Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
- 3 Supply all personnel, equipment, supplies, and services to complete the requested project.
- 4 Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
- 5 Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- 6 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
 - At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
 - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
 - All communications given to or received from the superintendent shall be binding on Contractor.
 - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- 7 All materials shall be of good quality as provided in the Contract documents.
 - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
 - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

- 1 The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
- 2 The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1 Work Orders

- 1 Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- 2 If Contractor determines the maintenance work order will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
 - 1 Include this Contract Number.
 - 2 Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
 - 3 Include proposed number of Calendar Days required to complete the ordered work.
- 2 Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

4 Emergency Work

- 1 Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- 2 If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

5 Not-To-Exceed Proposals

- 1 Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

6 Stop Work Orders

- 1 The City reserves the right to verbally order that all work cease on a project at any time.
- 2 The individuals authorized to issue verbal work stop orders are:

7

- 1 City's representative
- 2 City Risk Manager

- 3 The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

- 1 General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
- 2 The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
- 3 Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

- 1 Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
- 2 Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

- 1 During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
- 2 Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
- 3 Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
- 4 Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
- 5 The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
- 6 Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
- 7 During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

- 8 At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
- 9 Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
- 10 Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

- 1 Hourly rate will be paid to the Contractor for each workman while on the job site only.
- 2 For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
- 3 The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
 - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
 - Service trucks and all related expenses.
 - Normal expendables
 - General Conditions including Insurance and Bonds
 - Office expenses
 - Profit and other overhead

Invoices

- 1 Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
- 2 Invoices must include but not be limited to the following information:
 - Work/Task Order Number if applicable.
 - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
 - Total hours worked by each trade and applicable hourly wage rate bid.
 - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
 - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
 - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
 - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

- 1 Contractor shall comply with all airport security requirements at those locations.
- 2 Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00

security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

- 3 Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA *Security Guidelines for General Aviation Airports*, and *Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

- 1 Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.
- 2 Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.
- 3 The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

- 4 Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
- 5 Testing of all safety devices and governors, as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
- 6 The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.
- 7 The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.
- 8 After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.
- 9 Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.
- 10 Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

7 Business/Firm Profile and Legal Structure

Point Value: 0

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Priority: 3. Response Type: Text.

2. Brief history of business/firm including date the business/firm was established under the current name.

Priority: 3. Response Type: Text.

3. List all services provided by the business/firm.

Priority: 3. Response Type: Text.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

Priority: 3. Response Type: Text.

5. Type of ownership, or legal structure of business/firm.

Priority: 3. Response Type: Text.

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

Priority: 3. Response Type: Text.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8 Experience

Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

For each listed contract, provide a narrative that includes:

- 1 the assigned project personnel
- 2 scope of services provided
- 3 dollar amount of the contract
- 4 contractual performance standards versus your actual performance
- 5 the contracting entity's contact person, e-mail address, cell phone number, and telephone number
- 6 summary of how your business/firm delivered services
- 7 pricing and contractual compensation terms

1. Relevant contract description #1

Priority: 3. Response Type: Text.

2. Relevant contract description #2

Priority: 3. Response Type: Text.

3. Relevant contract description #3

Priority: 3. Response Type: Text.

4. Relevant contract description #4

Priority: 3. Response Type: Text.

5. Relevant contract description #5

Priority: 3. Response Type: Text.

9 Pricing/Cost Proposal

Point Value: 25

PRICING INFORMATION

The Proposer must submit the Cost Proposal in the following format:

- 1 Attachment 1 - City of Kansas City Maintenance/Modernization Pricing ([ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx](#))
- 2 Attachment 2 - National Maintenance/Modernization Pricing ([ATTACHMENT 2 National Pricing.xlsx](#))
- 3 Attachment 3- National Inspection Pricing ([ATTACHMENT 3 National Inspection Pricing.xlsx](#))

1. Attach Attachment 1-3 as indicated above.

Priority: 5. Response Type: File Attachment. Comment? yes

2. Please detail any additional pricing incentives or rebates that may be available, such as for large volume purchases by Participating Public Agencies.

Priority: 5. Response Type: File Attachment. Comment? yes

3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

Priority: 5. Response Type: File Attachment. Comment? yes

4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.

Priority: 5. Response Type: File Attachment. Comment? yes

10 U.S. Communities Supplier Qualifications

Point Value: 0

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;

- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

11 U.S. Communities Administration Agreement & MICPA Information

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. **The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached [here](#)) and submit without exception or alteration. Failure to do so may result in disqualification.**

Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) ([attached here](#)) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.

Priority: 5. Response Type: File Attachment. Comment? yes

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

12 U.S. Communities Supplier Worksheet for National Program Consideration

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The [Supplier Worksheet for National Program Consideration.docx](#) is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. Check which applies for your company sales last year in the United States:

Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Will your company commit to following the implementation schedule provided in Section 12: New Supplier Implementation Checklist?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

9. Submitted by (Name)

Priority: 3. Response Type: Text.

10. Submitted by (Title)

Priority: 3. Response Type: Text.

11. Please provide any narrative in the Comments section provided below, if necessary.

Priority: 3. Response Type: Text.

13 U.S. Communities New Supplier Implementation Checklist

Point Value: 0



New Supplier Implementation Checklist

Target
Completion
After Award

1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

14 U.S. Communities Supplier Information

Point Value: 20

Please respond to the following requests for information about your company. Click [here](#) to see an example for Question #2

1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.

Priority: 3. Response Type: Text.

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Priority: 0. Response Type: Text.

4. Company- Explain how your company will educate its sales force about the Master Agreement.

Priority: 0. Response Type: Text.

5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			

Private Sector

Total Supplier Sales

6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales			

7. Company - Provide a list of your company's ten largest public agency customers, including contact information.

Priority: 0. Response Type: Text.

8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Priority: 0. Response Type: Text.

9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.

Priority: 0. Response Type: Text.

10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?

Priority: 0. Response Type: Text.

11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Priority: 0. Response Type: Text.

12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Priority: 0. Response Type: Text.

13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Priority: 0. Response Type: Text.

14. Distribution - Describe how your company proposes to distribute the products and services nationwide.

Priority: 0. Response Type: Text.

15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

Priority: 0. Response Type: Text.

16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).

Priority: 0. Response Type: Text.

17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Priority: 0. Response Type: Text.

18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Priority: 0. Response Type: Text.

19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.

Priority: 0. Response Type: Text.

20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

Priority: 0. Response Type: Text.

21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.

Priority: 0. Response Type: Text.

22. Marketing - Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Priority: 0. Response Type: Text.

23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

Priority: 0. Response Type: Text.

24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: \$_____.00 in year one \$_____.00 in year two \$_____.00 in year three

Priority: 0. Response Type: Text.

25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

Priority: 0. Response Type: Text.

26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.

Priority: 0. Response Type: File Attachment. Comment? yes

29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.

Priority: 0. Response Type: File Attachment. Comment? yes

30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.

Priority: 0. Response Type: File Attachment. Comment? yes

31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

Priority: 0. Response Type: Text.

32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Priority: 0. Response Type: Text.

33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.

Priority: 0. Response Type: Text.

34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

Priority: 0. Response Type: Text.

35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Priority: 0. Response Type: Text.

36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.

Priority: 0. Response Type: File Attachment. Comment? yes

38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufacturer by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler

Priority: 0. Response Type: Text.

39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.

Priority: 0. Response Type: Text.

40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.

Priority: 0. Response Type: Text.

41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.

Priority: 0. Response Type: Text.

42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.

Priority: 0. Response Type: Text.

43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.

Priority: 0. Response Type: Text.

44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?

Priority: 0. Response Type: Text.

45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility?

Priority: 0. Response Type: Text.

46. Maintenance/Modernization Only- Describe your ability to provide remote monitoring of equipment (on equipment made by all manufacturers).

Priority: 0. Response Type: Text.

47. Maintenance/Modernization Only- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.

Priority: 0. Response Type: Text.

48. Maintenance/Modernization Only- State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

49. Maintenance/Modernization Only- State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

50. Maintenance/Modernization Only- Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.

Priority: 0. Response Type: Text.

51. Maintenance/Modernization Only- Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.

Priority: 0. Response Type: Text.

52. Maintenance/Modernization Only- What is your company's average elevator uptime?

Priority: 0. Response Type: Text.

53. Maintenance/Modernization Only- What is your company's callback rate?

Priority: 0. Response Type: Text.

54. Maintenance/Modernization Only- Describe the records you make available to public agencies. Do you provide online access to these reports?

Priority: 0. Response Type: Text.

55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.

Priority: 0. Response Type: Text.

56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?

Priority: 0. Response Type: Text.

57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?

Priority: 0. Response Type: Text.

58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.

Priority: 0. Response Type: Text.

59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?

Priority: 0. Response Type: Text.

60. Inspections Only- How do you manage inspection reports?

Priority: 0. Response Type: Text.

61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.

Priority: 0. Response Type: Text.

62. Inspections Only- Please provide a listing of your State Licenses/Certifications.

Priority: 0. Response Type: Text.

63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.

Priority: 0. Response Type: Text.

64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.

Priority: 0. Response Type: Text.

65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.

Priority: 0. Response Type: Text.

66. Inspections Only- Describe your process for training your field inspectors.

Priority: 0. Response Type: Text.

67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.

Priority: 0. Response Type: Text.

15 U.S. Communities State Notice Addendum

Point Value: 0

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

All States in the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania

Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Click [here](#) for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

16 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

Point Value: 0

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

17 U.S. Communities Community Development Block Grant Addendum

Point Value: 0

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

18 U.S. Communities Uniform Administrative Requirements

Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

19 References

Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

- 1 Download the attached ([Proposer References.docx](#)) form
- 2 Distribute to designated references
- 3 Collect the responses
- 4 Attach the completed forms below

1. Attach the completed reference form here from Reference #1.

Priority: 3. Response Type: File Attachment. Comment? yes

2. Attach the completed reference form here from Reference #2.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Attach the completed reference form here from Reference #3.

Priority: 3. Response Type: File Attachment. Comment? yes

20 Sustainability

Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements

when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.

Priority: 3. Response Type: Text.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

Priority: 3. Response Type: Text.

21 City of Kansas City, MO HRD Forms and Instructions

Point Value: 0

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

[00440](#): HRD Form 5 Construction Contract

[HRD 08](#): Contractor Utilization Plan and Request for Waiver (00450)

[HRD 10](#): Timetable for Utilization (00460 HRD 10)

[HRD 11](#): Request for Modification or Substitution (00470)

[HRD 13](#): Affidavit of Intended Utilization

[004501.01](#): Letter of Intent to Subcontract

[01290.14](#): Contractor Affidavit for Final Payment

[01290.15](#): Subcontractor Affidavit for Final Payment

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

1. Please attach the completed form: HRD Form 05 - Instructions for Construction Bids

Priority: 3. Response Type: File Attachment. Comment? no

2. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)

Priority: 3. Response Type: File Attachment. Comment? no

3. Please attach the completed form: HRD Form 10 - Timetable for Utilization (00460 HRD 10)

Priority: 3. Response Type: File Attachment. Comment? no

4. Please attach the completed form: HRD Form 11 - Request for Modification or Substitution (00470)

Priority: 3. Response Type: File Attachment. Comment? no

5. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization

Priority: 3. Response Type: File Attachment. Comment? no

6. Please attach the completed form: 004501.01- Letter of Intent to Subcontract

Priority: 3. Response Type: File Attachment. Comment? no

7. Please attach the completed form: 01290.14 - Contractor Affidavit for Final Payment

Priority: 3. Response Type: File Attachment. Comment? no

8. Please attach the completed form: 01290.15 - Subcontractor Affidavit for Final Payment

Priority: 3. Response Type: File Attachment. Comment? no

22 Cooperative Procurement with Other Jurisdictions Form

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

23 Tax Clearance for City and Local Governments

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 ([website](#)) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

24 Employee Eligibility Verification Affidavit

Point Value: 0

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

Priority: 3. Response Type: File Attachment. Comment? yes

25 Performance and Maintenance Bond

Point Value: 50

A Performance and Maintenance bond in the amount of the contract is required on this RFP. [00610 Perf. & Maintenance Bond 050113 \(3\).pdf](#)

1. Do you acknowledge this Performance and Maintenance Bond requirement?

Priority: 3. Response Type: Text.

26 Payment Bond

Point Value: 50

A Payment Bond is required on this RFP.

[00615 Payment Bond 050113 \(2\).pdf](#)

1. Do you acknowledge the payment bond requirement?

Priority: 3. Response Type: Text.

27 Prevailing Wages

Point Value: 50

Prevailing Wage is required on this RFP. All wage orders are being attached.

[Incremental Increase Letter 6-7-2017.pdf](#)

[00830.02 CASS AWO 6-7-2017.pdf](#)

[00830.02 CLAY AWO 6-7-2017.pdf](#)

[00830.02 JACKSON AWO 6-7-2017.pdf](#)

[00830.02 PLATTE AWO 6-7-2017.pdf](#)

[00830.02 RAY AWO 6-7-2017.pdf](#)

1. Do you acknowledge this Prevailing Wage section?

Priority: 3. Response Type: Text.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Bid Award and Budget Amendment <i>Structural Demolition Services</i>		
Requested Action		
Requesting approval of bid award and contract with Flo Construction Company to acquire demolition of two city-owned properties for \$123,749.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The City of Clermont purchased two existing properties located off of East Ave to expand the current cemetery. To expand the cemetery, these properties need to be cleared of all structures and debris. The Procurement Services Department issued a Request for Bid (RFB) number 24-075 to acquire the services of a demolition company. The RFB was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were six (6) responses to the RFB. Advance Demolition's bid was withdrawn because it could not provide the work for the full scope of services at the price of \$72,780. The award is being recommended to the responsive and responsible bidder, Flo Construction Company, in the total amount of \$112,499, who complied with all terms, conditions, and specifications stated in the RFB. A contingency fund of \$11,250 or 10% is being sought for unforeseen circumstances that may occur during the demolition process. The fiscal impact of \$123,749 includes contingency values.		
Additional Analysis		
Fiscal Impact Summary		
This will require a budget amendment from the Cemetery Fund in the amount of \$123,749. The current Fund Balance of the Cemetery Fund is approximately \$1.1 million.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$123,749	13542-66309-42103 Demo & debris removal	\$0.00
Exhibits Attached (copies of original agreements)		
1. RFB 24-074 Bid Tabulation		RFB 24-074 Bid Tabulation.pdf
2. RFB 24-074 Notice of Intent to Award		RFB 24-074 Notice of Intent to Award.pdf



EVALUATION TABULATION

RFB No. RFB 24-074

Structural Demolition of Two Vacant Properties

RESPONSE DEADLINE: May 9, 2024 at 2:00 pm

VENDOR TOTALS

Vendor	Total
Advanced Demolition	\$72,780.00
Flo Construction Company	\$112,499.00
Johnson's Excavation & Services, Inc.	\$148,712.00
Champion Services of Florida LLC	\$176,400.00
Derelle, Inc.	\$179,665.43
JJ Pro Management LLC	\$226,500.00



City of Clermont
Procurement Services
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

LINE ITEM DETAIL

(Table 1 of 2)

					Advanced Demolition		Champion Services of Florida LLC		Derelle, Inc.		Flo Construction Company		JJ Pro Management LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Demolition of Vacant Property Located at 929 East Ave., Clermont, FL.	1	Lump Sum	\$39,890.00	\$39,890.00	\$72,400.00	\$72,400.00	\$71,866.17	\$71,866.17	\$50,621.00	\$50,621.00	\$91,000.00	\$91,000.00
X	2	Demolition of Vacant Property Located at 951 East Ave., Clermont, FL.	1	Lump Sum	\$32,890.00	\$32,890.00	\$104,000.00	\$104,000.00	\$107,799.26	\$107,799.26	\$61,878.00	\$61,878.00	\$135,500.00	\$135,500.00
Total						\$72,780.00		\$176,400.00		\$179,665.43		\$112,499.00		\$226,500.00



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

(Table 2 of 2)

					Johnson's Excavation & Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Demolition of Vacant Property Located at 929 East Ave., Clermont, FL.	1	Lump Sum	\$52,305.00	\$52,305.00
X	2	Demolition of Vacant Property Located at 951 East Ave., Clermont, FL.	1	Lump Sum	\$96,407.00	\$96,407.00
Total						\$148,712.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-074
Structural Demolition of Two Vacant Properties

RESPONSE DEADLINE: May 9, 2024 at 2:00 pm

Friday, May 24, 2024

After the careful and thorough review of all responses received to solicitation number RFB 24-074 titled Structural Demolition of Two Vacant Properties, the City hereby issues this Award Recommendation to the following company:

Flo Construction Company

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Resolution No. 2024-024R <i>Emergency Declaration Authority</i>		
Requested Action		
Approve resolution 2024-024R		
Staff Report		
The 2024 Hurricane Season began on June first. This resolution provides the Mayor, or in the Mayor's absence, the Mayor Pro Tem with the limited authority to declare a state of emergency in accordance with Section 252.3 of the Florida Statutes within the municipal boundaries subject to the following: • The Governor of the State of Florida and/or the Lake County Board of County Commissioners have declared a state of emergency to include all or part of Lake County. • The City Council is notified with reasonable dispatch that a state of emergency has been declared.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-024R - SOE Delegation to Mayor (06.03.2024)	2024-024R - SOE Delegation to Mayor (06.03.2024).pdf	
2. 25238 Emergency management powers of political subdivisions (1)	25238 Emergency management powers of political subdivisions (1).doc	



CITY OF CLERMONT
RESOLUTION NO. 2024-024R

**A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL
RELATING TO A FUTURE DECLARATION OF LOCAL STATE OF
EMERGENCIES TO INCLUDE A DELEGATION OF AUTHORITY TO
THE MAYOR IN SPECIFIED INSTANCES; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Chapter 252, Florida Statutes, Emergency Management provides for Local Emergencies; and

WHEREAS, it is anticipated that significant weather and other conditions, could present a serious threat to the public health, safety and welfare and that such conditions could cause significant damage to infrastructure and personal property;

WHEREAS, in accordance with Section 252.38, *Florida Statutes*, the City of Clermont has the authority to declare a state of emergency within the municipal boundaries of the City and invoke any and all emergency provisions, regulations, policies and programs as may be authorized by the State of Florida, State Statutes and County or City ordinances.

WHEREAS, in an emergency the immediate and efficient implementation of the authority granted to the City Council is necessary to limit and reduce the impact to the City and its population.

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

SECTION 1: EMERGENCY DECLARATION AUTHORITY DELEGATED TO MAYOR

The City Council does hereby delegate to the Mayor, or in the Mayor's absence, the Mayor Pro Tem, the limited authority to declare a state of emergency in accordance with Section 252.38, *Florida Statutes* within the municipal boundaries subject to the following:

- a. The Governor of the State of Florida and/or the Lake County Board of County Commissioners has declared a state of emergency to include all or part of Lake County; and
- b. The City Council is notified with reasonable dispatch that a state of emergency has been declared.

SECTION 2: EFFECTIVE DATE; DURATION

Any state of emergency declared hereunder shall take effect upon signature and shall be in effect for seven (7) days unless extended by the Mayor, or in the Mayor's absence, the Mayor Pro Tem for an emergency order entered in response to a hurricane or other weather condition or, for other emergency events, by a majority vote of the City Council or terminated as provided herein.



CITY OF CLERMONT
RESOLUTION NO. 2024-024R

SECTION 3: TERMINATION

The Mayor, or in the Mayor's absence, the Mayor Pro Tem, may terminate any State of Emergency declared hereunder as may be required.



CITY OF CLERMONT
RESOLUTION NO. 2024-024R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 11th day of June 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

West's Florida Statutes Annotated

Title XVII. Military Affairs and Related Matters (Chapters 249-252) (Refs & Annos)
--

Chapter 252. Emergency Management (Refs & Annos)
--

Part I. General Provisions (Refs & Annos)

West's F.S.A. § 252.38

252.38. Emergency management powers of political subdivisions

Effective: July 1, 2021

Currentness

Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) Counties.--

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(b) which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(b) which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(b) Each county emergency management agency created and established pursuant to ss. 252.31-252.90 shall have a director. The director must meet the minimum training and education qualifications established in a job description approved by the county. The director shall be appointed by the board of county commissioners or the chief administrative officer of the county, as described in chapter 125 or the county charter, if applicable, to serve at the pleasure of the appointing authority, in conformance with applicable resolutions, ordinances, and laws. A county constitutional officer, or an employee of a county constitutional officer, may be appointed as director following prior notification to the division. Each board of county commissioners shall promptly inform the division of the appointment of the director and other personnel. Each director has direct responsibility for the organization, administration, and operation of the county emergency management agency. The director shall coordinate emergency management activities, services, and programs within the county and shall serve as liaison to the division and other local emergency management agencies and organizations.

(c) Each county emergency management agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are

required pursuant to ss. 252.31-252.90 and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during postdisaster emergency operations.

(d) During a declared state or local emergency and upon the request of the director of a local emergency management agency, the district school board or school boards in the affected area shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency.

(e) County emergency management agencies may charge and collect fees for the review of emergency management plans on behalf of external agencies and institutions. Fees must be reasonable and may not exceed the cost of providing a review of emergency management plans in accordance with fee schedules established by the division.

(2) Municipalities.--Legally constituted municipalities are authorized and encouraged to create municipal emergency management programs. Municipal emergency management programs shall coordinate their activities with those of the county emergency management agency. Municipalities without emergency management programs shall be served by their respective county agencies. If a municipality elects to establish an emergency management program, it must comply with all laws, rules, and requirements applicable to county emergency management agencies. Each municipal emergency management plan must be consistent with and subject to the applicable county emergency management plan. In addition, each municipality must coordinate requests for state or federal emergency response assistance with its county. This requirement does not apply to requests for reimbursement under federal public disaster assistance programs.

(3) Emergency management powers; political subdivisions.--

(a) In carrying out the provisions of ss. 252.31-252.90, each political subdivision shall have the power and authority:

1. To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

2. To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

3. To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

4. To assign and make available for duty the offices and agencies of the political subdivision, including the employees,

property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision.

5. To request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

b. Entering into contracts.

c. Incurring obligations.

d. Employment of permanent and temporary workers.

e. Utilization of volunteer workers.

f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

(b) Upon the request of two or more adjoining counties, or if the Governor finds that two or more adjoining counties would be better served by an interjurisdictional arrangement than by maintaining separate emergency management agencies and services, the Governor may delineate by executive order or rule an interjurisdictional area adequate to plan for, prevent, mitigate, or respond to emergencies in such area and may direct steps to be taken as necessary, including the creation of an interjurisdictional relationship, a joint emergency plan, a provision for mutual aid, or an area organization for emergency planning and services. A finding of the Governor pursuant to this paragraph shall be based on one or more factors related to the difficulty of maintaining an efficient and effective emergency prevention, mitigation, preparedness, response, and recovery system on a unijurisdictional basis, such as:

1. Small or sparse population.
2. Limitations on public financial resources severe enough to make maintenance of a separate emergency management agency and services unreasonably burdensome.
3. Unusual vulnerability to emergencies as evidenced by a past history of emergencies, topographical features, drainage characteristics, emergency potential, and presence of emergency-prone facilities or operations.
4. The interrelated character of the counties in a multicounty area.
5. Other relevant conditions or circumstances.

(4) Expiration and extension of emergency orders.--

(a) As used in this subsection, the term “emergency order” means an order or ordinance issued or enacted by a political subdivision in response to an emergency pursuant to this chapter or chapter 381 that limits the rights or liberties of individuals or businesses within the political subdivision. The term does not apply to orders issued in response to hurricanes or other weather-related emergencies.

(b) It is the intent of the Legislature to minimize the negative effects of an emergency order issued by a political subdivision. Notwithstanding any other law, an emergency order issued by a political subdivision must be narrowly tailored to serve a compelling public health or safety purpose. Any such emergency order must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible.

(c) An emergency order automatically expires 7 days after issuance but may be extended by a majority vote of the governing body of the political subdivision, as necessary, in 7-day increments for a total duration of not more than 42 days.

(d) The Governor may, at any time, invalidate an emergency order issued by a political subdivision if the Governor determines that such order unnecessarily restricts individual rights or liberties.

(e) Upon the expiration of an emergency order, a political subdivision may not issue a substantially similar order.

Credits

252.38. Emergency management powers of political subdivisions, FL ST § 252.38

Laws 1974, c. 74-285, § 1; Laws 1977, c. 77-174, § 1; Laws 1981, c. 81-169, § 22; Laws 1983, c. 83-334, § 21. Amended by Laws 1992, c. 92-279, § 102, eff. July 1, 1992; Laws 1993, c. 93-211, § 14, eff. May 12, 1993; Laws 1995, c. 95-148, § 132, eff. July 10, 1995; Laws 2000, c. 2000-140, § 5, eff. Oct. 1, 2000; Laws 2001, c. 2001-61, § 34, eff. July 3, 2001; Laws 2021, c. 2021-8, § 12, eff. July 1, 2021.

West's F. S. A. § 252.38, FL ST § 252.38

Current with laws, joint and concurrent resolutions and memorials through April 25, 2023, in effect from the 2023 Special B Session and the 2023 first regular session. Some statute sections may be more current, see credits for details. The statutes are subject to change as determined by the Florida Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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AGENDA ITEM

Meeting Date	
Tuesday, June 11, 2024	
Agenda Item Name	
Resolution No. 2024-008R <i>Waterbrooke Self-Storage CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2024-008R.	
Staff Report	
<i>This item was tabled from the March 26, 2024, City Council Meeting.</i> The applicant is requesting a Conditional Use Permit to allow for a self-storage facility with more than 20,000 square feet of floor space in a Planned Unit Development (Ordinance No. 2017- 49), with C-2 General Commercial permitted uses. The subject property is located south of State Road 50 at the intersection of Emil Jahna Road. The future land use designation is commercial.	
 	
The Land Development Code, Section 125-337 requires a conditional use permit for any building structure occupying more than 20,000 square feet and to allow for a self-storage facility. The climate-controlled facility is proposing up to 50,000 square feet of floor space. The proposed development will be gated and secured. No outside storage will be allowed. The building shall be designed to comply with the Clermont Architectural Design Standards on all sides of the building.	
The PUD, also known as The Shoppes of Waterbrooke, was approved to allow up to 162,000 square feet of mixed use commercial, retail, restaurant, convenience store/gas station and office permitted uses for the overall development. The site was also allowed up to 85 residential dwelling units for future development. The maximum building size may not exceed 45,000 square feet of floor area. The PUD also granted six (6) waivers to the Land Development Codes to allow development flexibility of the property.	
Staff has reviewed the CUP application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Therefore, staff recommends approval of the Conditional Use Permit for a self-storage facility occupying over 20,000 square feet in a Planned Unit Development (PUD) zoning district with the conditions contained in Resolution No. 2024-008R. <i>The Planning and Zoning Commission recommended approval 5-1.</i>	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution No. 2024-008R	2024-008R.pdf	
2.	Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-008R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SELF-STORAGE FACILITY OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN A PLANNED UNIT DEVELOPMENT (ORDINANCE NO. 2017-49) ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on March 5, 2024 recommended approval of this Conditional Use Permit to allow for a self-storage facility occupying more than 20,000 square feet, at the following location:

LOCATION:

Vacant parcel located south of State Road 50,
west of Emil Jahna Street
(Alternate Key -3868851 and 3868854)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the applicant has applied for a Conditional Use Permit to allow for a self-storage facility occupying more than 20,000 square feet be located in the Planned Unit Development (PUD) Zoning District. The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida, to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a climate-controlled self-storage facility with up to 50,000 square feet to be located in the Planned Unit Development zoning district, be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. Upon approval of the resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approved by the City of Clermont City Council.



CITY OF CLERMONT
RESOLUTION NO. 2024-008R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit is for a residential self-storage facility occupying up to 50,000 square feet be allowed in a Planned Unit Development (Ordinance No. 2017-49) zoning district.



CITY OF CLERMONT
RESOLUTION NO. 2024-008R

2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by KORU Group, PLLC LLC; and Identified as (Exhibit A). The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Regulations.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code. The Building Façade on all sides must comply with the Clermont Architectural Design Standards.
4. No outside storage will be allowed. Any outside storage shall be completely enclosed and screened from public view and public streets. All other structures on site shall be designed to be compatible and complement the architecture color and materials of the primary building.
5. The self-storage facility shall be gated and secured from the General Public. Any fencing shall be ornamental metal or decorative PVC/vinyl. All walls constructed must comply with Clermont Codes.
6. Interior lightening on the site shall be directed downward onto the site and not spill over onto the adjacent properties.
7. The project shall provide an additional 30 percent of plant materials to ensure an opaque landscape buffer screen is created at the time of planting.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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



CITY OF CLERMONT
RESOLUTION NO. 2024-008R

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2024-008R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of March, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

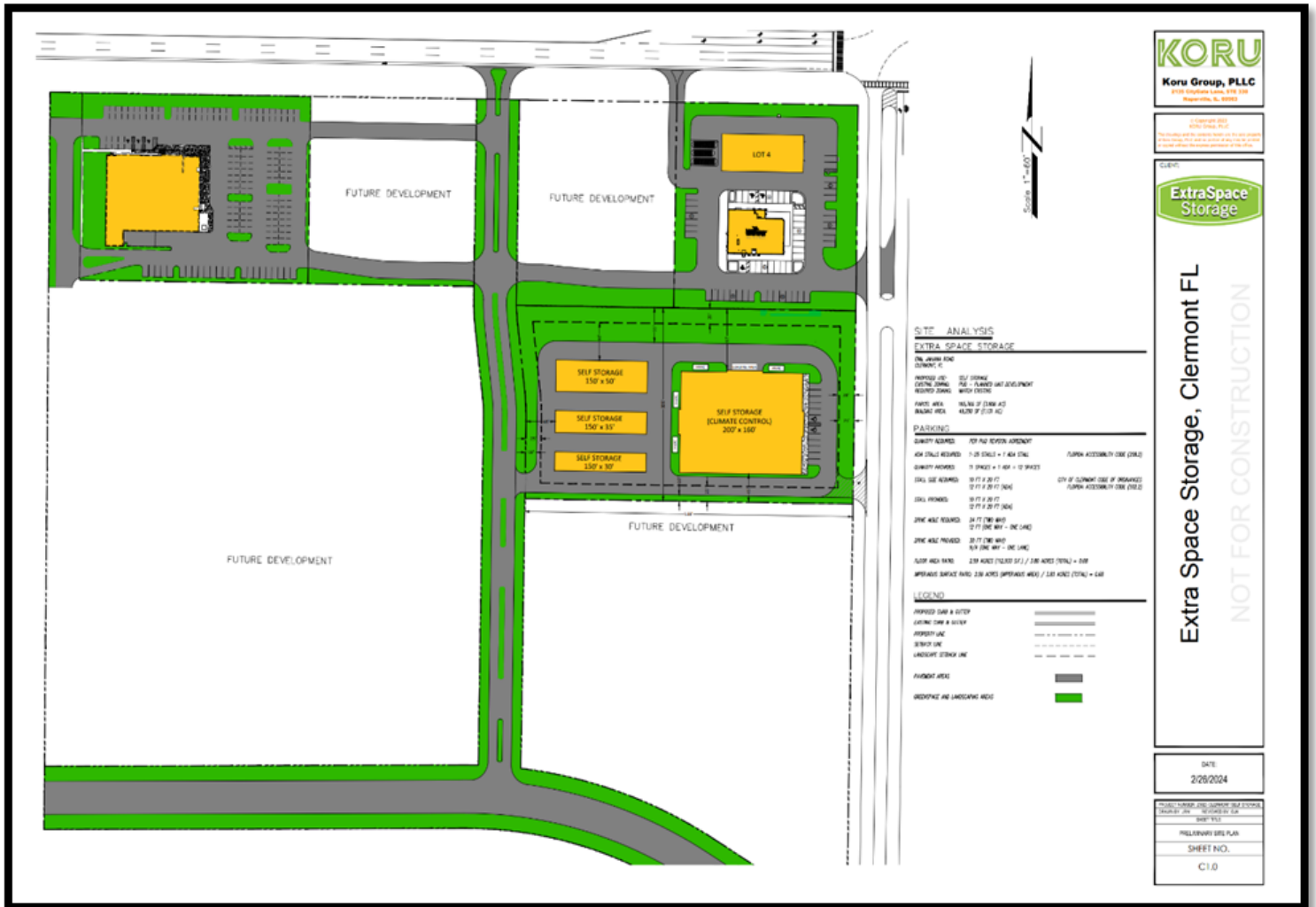
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit A – Preliminary Conceptual Site Plans



CITY OF CLERMONT RESOLUTION NO. 2024-008R



KORU
Koru Group, PLLC
3010 Oldham Lane, Suite 100
Birmingham, AL 35209

ExtraSpace Storage

Extra Space Storage, Clermont FL
NOT FOR CONSTRUCTION

DATE:
11/21/2023

PROJECT:
EXTERIOR ELEVATION FROM PLAN OPTION A

SHEET NO.
A200

Order Confirmation

Not an Invoice

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:	02/09/2024
Order Number:	9841995
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	43.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	02/19/2024 - 03/11/2024	Public Notices
LEE dailycommercial.com	2	02/19/2024 - 03/11/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$135.56
Service Fee 3.99%	\$5.41
Cash/Check/ACH Discount	-\$5.41
Payment Amount by Cash/Check/ACH	\$135.56
Payment Amount by Credit Card	\$140.97

Order Confirmation Amount

\$135.56

Ad Preview

LEGAL NOTICE

On Tuesday, March 5, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2024-008R), to allow for a Self- Storage Facility in the Planned Unit Development (PUD) zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, March 26, 2024 at 6:30 PM.

LOCATION

Vacant parcel located south of State Road 50

and west of Emil Jahna Road
(Alternate Key – 3868851 & 3868854)
A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

All public meetings are held at 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

L9841995 2/19 3/11 2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

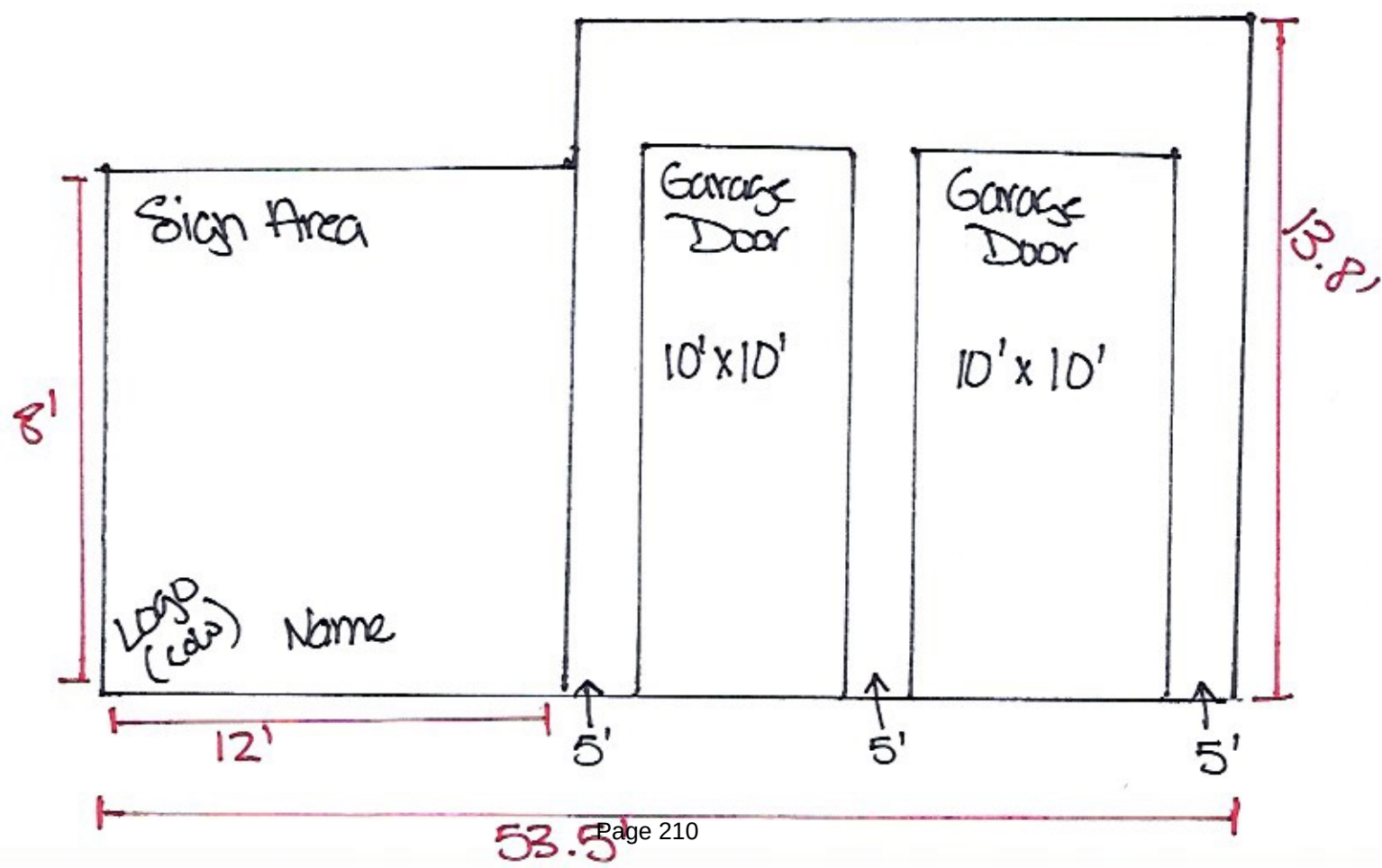
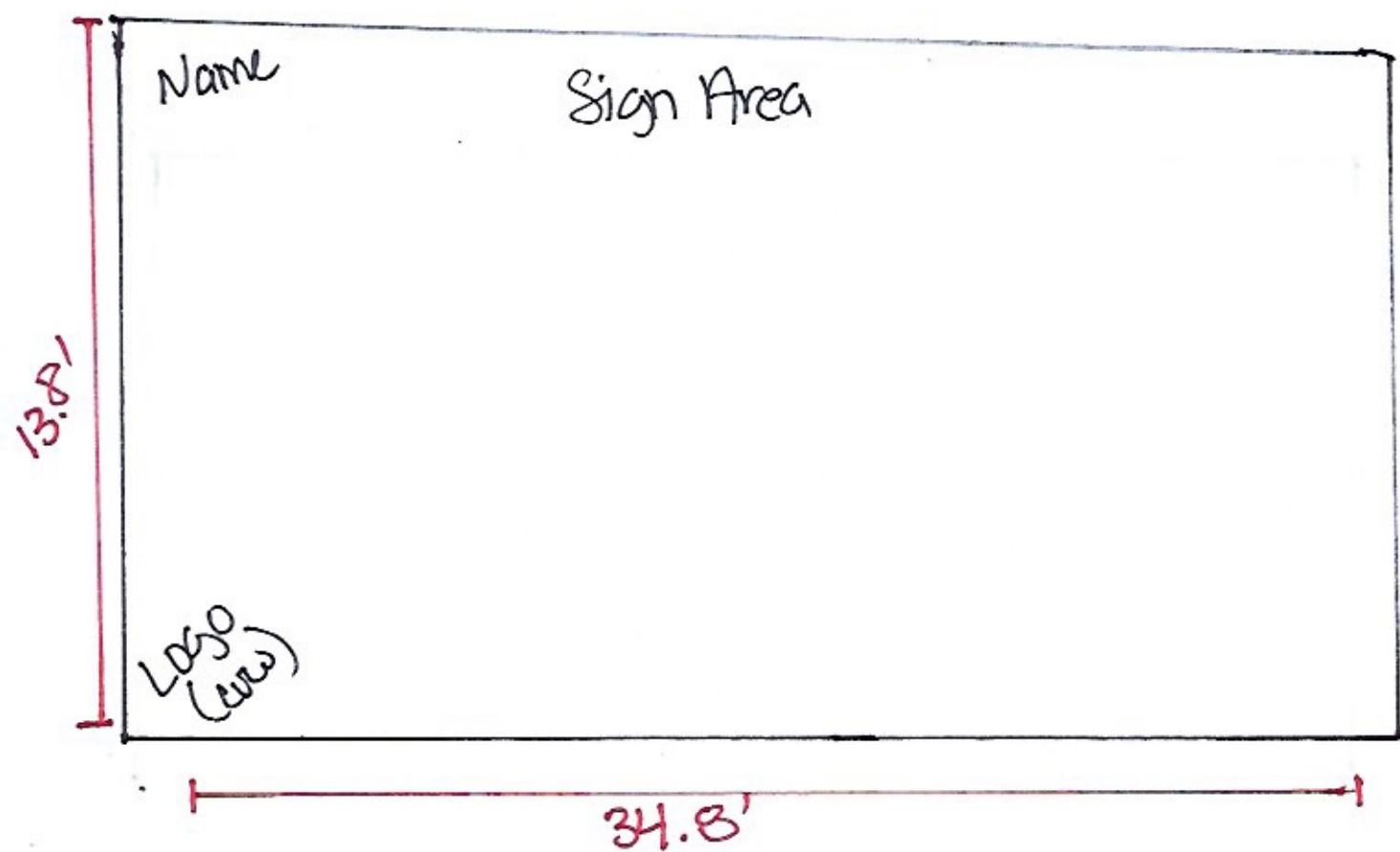
Meeting Date		
Tuesday, June 11, 2024		
Agenda Item Name		
Variance Request <i>The Harvest Market</i>		
Requested Action		
Recommend denial of the requested variance.		
Staff Report		
<i>This item was tabled at the May 14, 2024, City Council Meeting.</i> The applicant has recently re-opened a produce market located at 511 West Highway 50. In doing so, the applicant has painted a large sign on the building that does not meet city code requirements. The applicant is requesting a variance to allow the additional signage to remain on their building. The property fronts Highway 50 and is zoned C-1 Light Commercial. In the City's Land Development Code, Under Signs, Chapter 102-15 (a)(1)(b)(2), the side wall sign is limited to a maximum of 74 square feet in total area. The current size of the wall sign is approximately 490 square feet, which is approximately 14 feet wide and 35 feet high. This exceeds the code allotment by 416 square feet. The applicant has indicated on the variance application that this sign is a mural. Staff have also reviewed this application under the City's sign code section for murals, Section 102-26. The main issue is that the property is not located in the Central Business District, and murals are not permitted outside the Central Business District. If the parcel was located within the CBD district, the side building sign would be considered a mural and would comply with city code. Section 86-174 of the Land Development Code requires a positive finding in the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on the review criteria. Therefore, staff recommends denial of the variance request to the Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sign on Side	Sign on Side.jpg	
2. Harvest Side	Harvest Side.jpg	
3. The Harvest Market Sign Dimensions	The Harvest Market Sign Dimensions.pdf	
4. Review Criteria-Harvest Market	Review Criteria-Harvest Market.docx	
5. Application	Application.pdf	
6. Legal Ad	Legal Ad.pdf	



05 21 2024



03 12 2024



Harvest Market Sign 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 of negatively impact the standard of living of the citizens of the city;

Applicant response:

Staff comments: No documentation has been provided to indicate the variance request would not cause or allow interference with reasonable enjoyment of adjacent or nearby 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:

Staff comments: The variance request is out of character with other businesses in the same zoning category, although some businesses have sought variance requests for additional wall signage in the past.

Negative 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:

Staff comments: The requested variance to the land development code will not further any legitimate city objective and the benefits that would be achieved by granting the variance would outweigh the benefits if the variance was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response:

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for this development.

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 variance is the minimum variance to allow reasonable use of the building. The granting of the variance would outweigh the benefits if the variance was denied for the applicant.

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application does not meet all positive findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE APPLICATION

DATE 03/23/2024		FEE:	
Project Name (if applicable) The Harvest Market			
Applicant Living Property Construction Company			
Contact Person Jonathan Germeroth and Ana Germeroth			
Address 9057 Silver Lake Dr	City Leesburg	State FL	Zip 34748
Telephone 813-895-0118	Fax		
Email anagermeroth@gmail.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name TWEEDLE OIL CO INC			
Owner Address 1101 S 7TH ST	City Leesburg	State FL	Zip 34748
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 511 W Hwy 50	City Clermont	State FL	Zip 34711
General Location Formally Kim's Cabbage Patch corner of 5th Ave and W Hwy 50 in Clermont.			
Legal Description & Alternate Key (include copy of survey) CLERMONT LOTS 8, 9, 10, 11--LESS N 10 FT-- BEG AT NE COR LOT 12, RUN S 8.8 FT, BEG AGAIN AT POB RUN W 100 FT, S 8.9 FT, E TO INTESECT FIRST LINE, BLK 61 PB 8 PG 17			
Land Use (City verification required) Commercial			
Zoning (City verification required) Commercial			



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:
Variance on signage

What are you proposing to do that would require a variance and why?

Requesting a variance on the size and location of business sign. The business sign depicts the company's brand.

How does the Code create a hardship?

The company's brand is showcased on the side of the building. Farm to consumer.

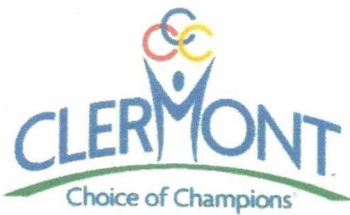
The following justifications must be completed for any variance requested:

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;
- (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;
- (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;



CITY OF CLERMONT
VARIANCE
APPLICATION

- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (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.

Jonathan Germeroth
Applicant Name (print)

x [Signature]
Applicant Name (signature)

TWEEDLE Oil Co.
Owner Name (print)

x [Signature]
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

PROPERTY RECORD CARD

General Information

Name:	TWEEDLE OIL CO INC	Alternate Key:	1613558
Mailing Address:	1101 S 7TH ST LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	24-22-25-0100- 061-00800
		Millage Group and City:	0C1X Clermont
		2023 Total Certified Millage Rate:	17.3304
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	511 W HWY 50 CLERMONT FL, 34711	Property Name:	KIM'S CABBAGE PATCH Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT LOTS 8, 9, 10, 11--LESS N 10 FT-- BEG AT NE COR LOT 12, RUN S 8.8 FT, BEG AGAIN AT POB RUN W 100 FT, S 8.9 FT, E TO INTESECT FIRST LINE, BLK 61 PB 8 PG 17		
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.			

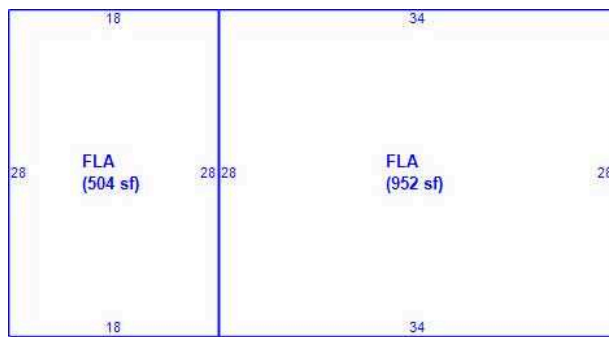
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE - 1 STORY FREE STANDING (1100)	0	0		15800.000	Square Feet	\$210,298.00	\$210,298.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Commercial Building(s)

Building 1

Commercial	Building Value: \$37,232.00 Building Use: 1 STORY STORE (11C) Structure Type:		
Summary	Section(s)		
Year Built: 1958	Section Type	No. Stories	Ground Floor Area
Total Effective Area: 1456	FINISHED LIVING AREA (FLA)	1.00	1456
Full Bathrooms: 0	View Larger		
Half Bathrooms: 3			
Elevators: 0			
Elevator Landings: 0			
Residential Units: 0			
Kitchens: 0			
Fireplaces: 0			



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV2)	4976	SF	1957	\$6,967.00

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$254,497	\$237,170	\$237,170	5.0364	\$1,194.48
SCHOOL BOARD STATE	\$254,497	\$254,497	\$254,497	3.2080	\$816.43
SCHOOL BOARD LOCAL	\$254,497	\$254,497	\$254,497	2.9980	\$762.98
LAKE COUNTY WATER AUTHORITY	\$254,497	\$237,170	\$237,170	0.2940	\$69.73
ST JOHNS RIVER FL WATER MGMT DIST	\$254,497	\$237,170	\$237,170	0.1793	\$42.52
CITY OF CLERMONT	\$254,497	\$237,170	\$237,170	5.0600	\$1,200.08
LAKE COUNTY MSTU AMBULANCE	\$254,497	\$237,170	\$237,170	0.4629	\$109.79
LAKE COUNTY VOTED DEBT SERVICE	\$254,497	\$237,170	\$237,170	0.0918	\$21.77
				Total:	Total:
				17.3304	\$4,217.78

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

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	04/22/2024
Order Number:	10083181
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	1	04/29/2024 - 04/29/2024	Govt Public Notices
LEE dailycommercial.com	1	04/29/2024 - 04/29/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$79.42
Tax Amount	\$0.00
Service Fee 3.99%	\$3.17
Cash/Check/ACH Discount	-\$3.17
Payment Amount by Cash/Check/ACH	\$79.42
Payment Amount by Credit Card	\$82.59

Order Confirmation Amount	\$79.42
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public meeting on Tuesday, May 14, 2024 at 6:30 PM for the following Variance: (1) To allow for wall signage to exceed the maximum square footage instead of the code requirements in Section 117-15 Permitted Signs for the following property:

LOCATION

The Harvest Market
511 West Highway 50
(Alternate Key 1613558)

A complete legal description may be obtained in the Planning & 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
April 29, 2024 L10083181

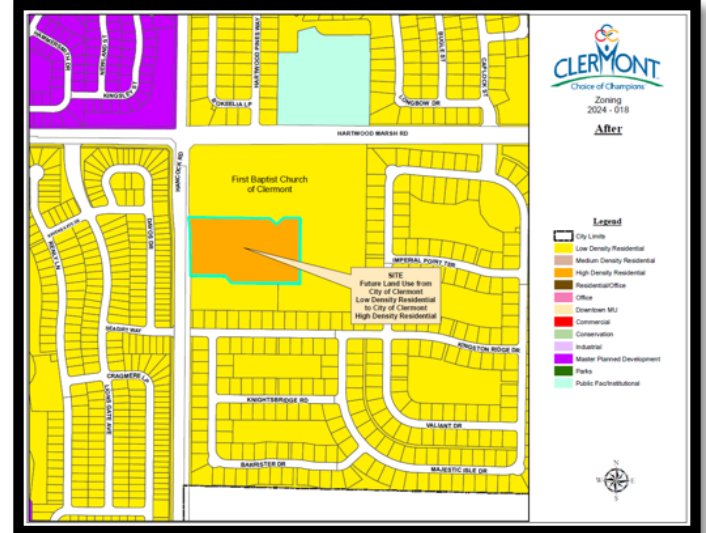
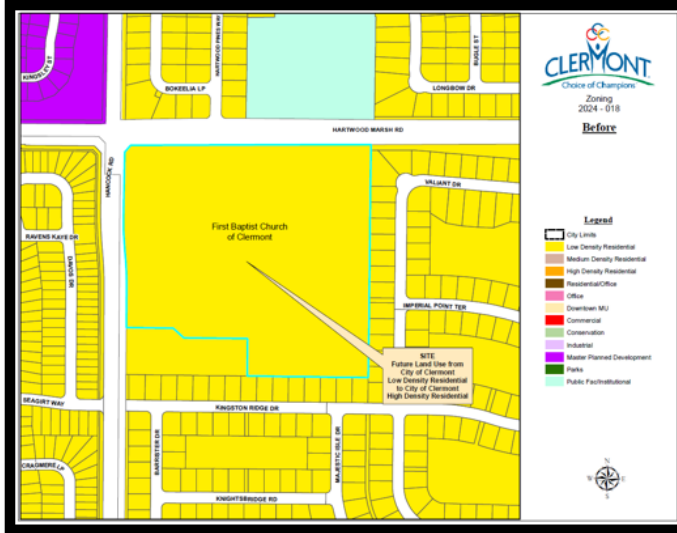


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 11, 2024	
Agenda Item Name	
Ordinance No. 2024-018 <i>Intro</i> <i>First Baptist Church SSCPA</i>	
Requested Action	
Recommending introduction of ordinance.	
Staff Report	
<i>This item was tabled at the May 7, 2024, Planning & Zoning Commission Meeting.</i> The applicant/owner, First Baptist Church of Clermont, Inc., would like to develop an assisted living facility within their campus. Approximately 8 acres have been designated as a site in order to accomplish this. In order to be in compliance with the Comprehensive Plan, the land use must align with the request. The subject parcel is located on the southeast corner of Hartwood Marsh Road and Hancock Road. This request is being heard concurrently with a request for rezoning from the R-1 Single Family Residential to a Planned Unit Development (PUD) to allow for construction of an assisted living facility with a memory care unit and an Independent living component. On February 27, 2018, the City Council approved a Conditional Use Permit (Resolution No. 2018-03), which allowed for the construction of the church sanctuary, multipurpose buildings, Sunday School classrooms, outdoor recreation fields and a parking garage to be used for the church facility. The approved Conditional Use Permit did not allow for an assisted living facility. The addition of this use would require a separate public hearing process. The existing Low Density Residential land use does not permit assisted living facilities and the applicant is requesting to change the land use designation from low density to high density residential. The proposed map amendment will change the future land use from Clermont Low Density Residential, which allows up to three (3) dwelling units per acre, to High Density Residential, which allows up to twelve (12) units per acre, and a variety of housing types with a (PUD) Planned Unit Development, which includes an Assistant Living Facility. The requested PUD ordinance will have specific conditions to limit density to 53 independent living units. <u>The Clermont Comprehensive Plan Objective 1.2:</u> The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities. <u>The Clermont Comprehensive Plan Policy 1.6.3: High Density Residential Land Use Category:</u> <u>Areas delineated on the Future Land Use Map for high-density residential development shall accommodate a maximum of 12 dwelling units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Nursing homes, assisted living facilities and independent living facilities shall be permitted in high-density residential land use as a planned unit development (PUD) consistent with the land development regulations and may have a maximum intensity of 3.0 FAR.</u> With the companion Planned Unit Development ordinance, 2024-019, the applicant is requesting a change from Low Density to High Density with the end result of developing the 8.44 acre parcel for an assisted living, memory care and independent living facility. Policy 1.6.3 permits the applicant to develop this project in conformance with the City's Comprehensive Plan. The City has the ability to serve the project with applicable City services. The traffic impacts from this project are considered de minimis. The project is not in conflict with any provision of the City's Comprehensive Plan. Staff recommends approval of Ordinance 2024-018. <i>The Planning and Zoning Commission recommended denial, 4-1.</i>	



Additional Analysis

Fiscal Impact Summary

None.

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

- | | | |
|----|--|--|
| 1. | 2024-018 - First Baptist Church SSCPA (05.21.2024) | 2024-018 - First Baptist Church SSCPA (05.21.2024).pdf |
| 2. | Application - SSCPA | Application - SSCPA.pdf |
| 3. | 2024-018 First Baptist Church 8.44 Acre - CPA Ad | 2024-018 First Baptist Church 8.44 Acre - CPA Ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2024-018

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, 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 June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1:

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH 89°46'15" EAST, A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD

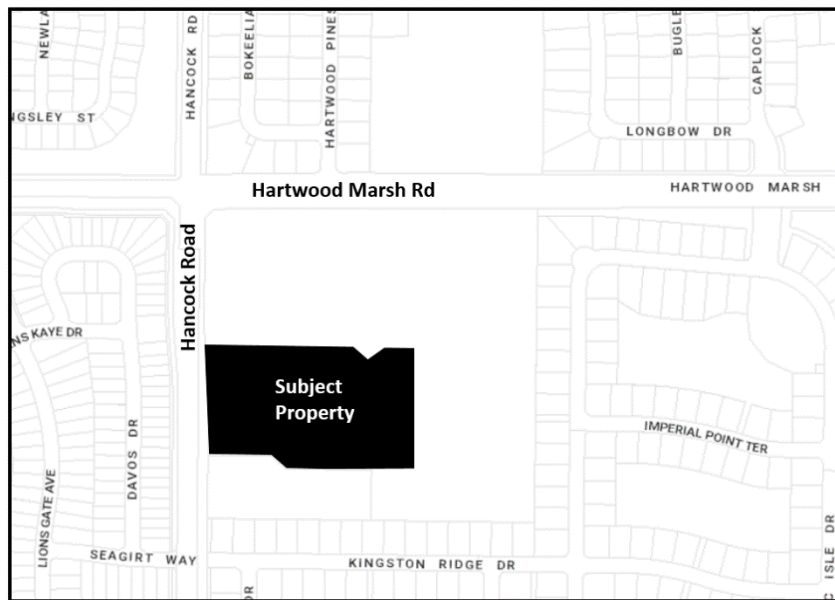
CITY OF CLERMONT
ORDINANCE NO. 2024-018

BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH 89°17'27" EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH 45°02'46" EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH 44°57'14" EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH 89°17'27" EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH 00°42'33" WEST, A DISTANCE OF 480.81 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 501.88 FEET; THENCE RUN NORTH 36°54'08" WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'27" EAST, A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH 02°36'10" WEST, THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A CHORD BEARING OF NORTH 05°23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

AREA CONTAINS 8.44 ACRES MORE OR LESS.

LOCATION:

2751 Hartwood Marsh Road
Property located in the vicinity of the southeast corner of
Hartwood Marsh Road and Hancock Road
(Portion of Alternate Key 1593905)
8.44+/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2024-018

CHANGE IN FUTURE LAND USE DESIGNATION:
FROM: LOW DENSITY RESIDENTIAL
TO: HIGH DENSITY RESIDENTIAL

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 OF SCRIVENERS ERROR

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 immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2024-018

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of June, 2024.

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
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: February 12, 2024

FEE: \$755.00

Project Name (if applicable): First Baptist Church of Clermont, Inc. Senior Housing Facility

Applicant: First Baptist Church of Clermont, Inc.

Contact Person: Robin Drage

Address: 1000 Legion Place, Suite 1700

City: Orlando State: Florida Zip: 32801

Phone: 407-581-9800, 407-616-5858 Fax: 407-581-9801

E-Mail: Rdrage@shuffieldlowman.com

OWNER: First Baptist Church of Clermont, Inc.

Bill Lawson, President

Address: 2751 Hartwood Marsh Road

City: Clermont State: Florida Zip: 34711

Phone: 352-636-8315 Fax: _____

E-Mail: Bill@progressiveplumbing.com

General Location: Hancock Road and Hartwood Marsh Road

Legal Description (include copy of survey) A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST $\frac{1}{4}$ CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH $00^{\circ}24'43''$ WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH $89^{\circ}46'15''$ EAST. A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH $89^{\circ}17'27''$ EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH $45^{\circ}02'46''$ EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH $44^{\circ}57'14''$ EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH $89^{\circ}17'27''$ EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH $00^{\circ}42'33''$ WEST. A DISTANCE OF 480.81 FEET; THENCE RUN NORTH $89^{\circ}17'27''$ WEST. A DISTANCE OF 501.88 FEET; T H E N C E RUN NORTH $36^{\circ}54'08''$ WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH $89^{\circ}17'27''$ WEST. A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH $00^{\circ}23'27''$ EAST. A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH $02^{\circ}36'10''$ WEST. THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A



CHORD BEARING OF NORTH 05° 23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

AREA CONTAINS 8.44 ACRES MORE OR LESS.

Property size (in acres or square feet): 8.44 acres

Flood hazard area No and approx. acreage 8.44

Existing (Actual) Land Use: Vacant

Existing Zoning: R-1 Single Family Medium Density Residential

Existing Future Land Use: Low Density Residential

Proposed Future Land Use: High Density Residential

Type of development proposed: Senior Housing Facility containing a mix of Assisted Living, Memory Care and Independent Living Units.

Proposed density (dwelling units/acre) or intensity: To be determined

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).

The applicant is requesting to change the Future Land Use designation on approximately 8.4 acres of the 38 acre parcel to allow the proposed use of a Memory Care Facility containing a mix of Assisted Living, Memory Care and Independent Living Units and to allow up to twelve (12) units per acre and a variety of housing types.

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared:

Bill Lawson, 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 Low Density Residential to High Density Residential for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Bill Lawson 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.

Bill Lawson
Affiant - Applicant Name

X Bill Lawson Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12TH day of FEBRUARY, 2024

X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: AUG 9, 2024





STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared:

Bill Lawson, 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 Low Density Residential to High Density Residential 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.

Bill Lawson
Affiant - Applicant Name

X Bill Lawson Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12th day of February, 2024.

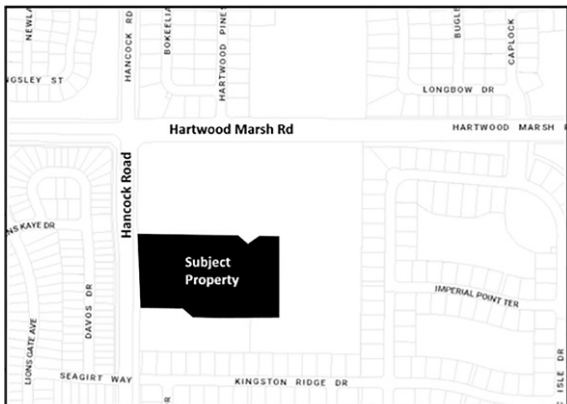
X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: Aug 9, 2024



CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small-Scale Comprehensive Plan Amendment
ORDINANCE NO. 2024-018

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, June 4, 2024 at 6:30 p.m., and a public hearing will be held before the Clermont City Council on Tuesday, June 25, 2024 at 6:30 p.m. to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Low Density Residential to High Density Residential.



LOCATION

2751 Hartwood Marsh Road

Property located in the vicinity of the southeast corner of
Hartwood Marsh Road and Hancock Road
(Portion of Alternate Key 1593905)
8.44+/- Acres

ORDINANCE NO. 2024-018

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

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions. All interested parties shall be given an opportunity to express their views on this matter.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

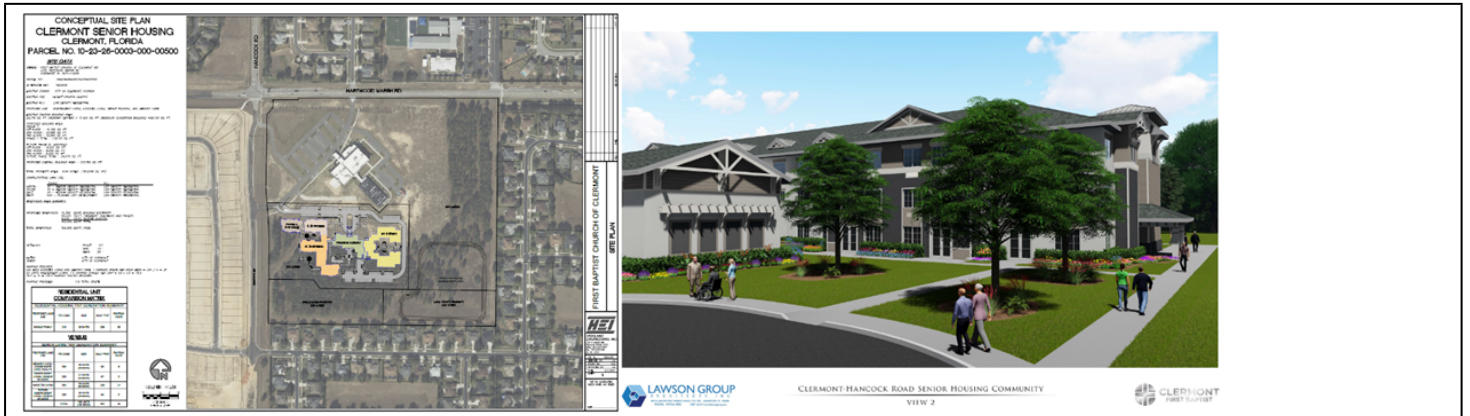


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 11, 2024	
Agenda Item Name	
Ordinance No. 2024-019 <i>Intro</i> <i>First Baptist Church Rezoning</i>	
Requested Action	
Recommending introduction of ordinance.	
Staff Report	
<i>This item was tabled at the May 7, 2024, Planning & Zoning Commission Meeting.</i> The owner and applicant, First Baptist Church of Clermont, Inc., is requesting to rezone an 8.44+/- acre parcel from R-1 Single Family Medium Density to Planned Unit Development (PUD) to allow for the development of an Assisted Living Facility. The subject property is located on the southeast corner of Hartwood Marsh Road and Hancock Road. The current use of the property is a Master Planned Church Facility and Campus. The City Council approved on February 27, 2018, a Conditional Use Permit (Resolution No. 2018-03) to allow for a Master Planned Church Facility with ancillary uses to support the church ministry. The approved CUP included a Conceptual Plan, which identified multiple ancillary uses including a Sunday school classrooms, a recreation field, multipurpose buildings and a parking garage. The plan also included an Assisted Living Facility, which requires a separate public hearing approval process. The Assisted Living Facility (ALF) is not a permitted use in the R-1 zoning district and is not allowed by the Comprehensive Plan for Low Density Residential Future Land Use. Therefore, the applicant is also requesting to change the future land use designation from Low Density Residential to High Density Residential. Policy 1.6.3 within the City's Comprehensive Plan permits assisted living facilities in High Density Residential land use as a Planned Unit Development. The applicant is requesting the Planned Unit Development zoning in order to comply with the land use policy and to also ensure the project is held to specific conditions within the PUD ordinance. The applicant has provided a conceptual site plan, prepared by Highland Engineering Inc., which identifies a maximum of 160,000 total building square feet within this project. The proposed parking layout provides 31 spaces for 124 beds located in the assistant living and memory care buildings. The independent living portion will have a total of 53 units, and will be constructed in two phases. Phase one will be 27 units and phase 2 will have 26 units. The one bedroom units are calculated at 1.5 parking spaces per unit, for a total of 80 parking spaces. The total project provides 112 onsite parking spaces. The maximum building height shall not exceed 55 feet at the highest elevation point. The project has been redesigned to provide lesser impact on the surrounding neighborhoods than the previous conceptual site plan that had the proposed project in the northeast corner of the site. The proposed development has been shifted to a more central portion of the overall church site, with the 8.44 acre parcel not directly adjacent to any residential uses. Staff has reviewed the application and proposed project in regard to Section 125-486 Review Criteria for a Planned Unit Development. The proposed project will be accessed from Hancock Road, which is a County Urban Collector roadway and capacity is available. The project's traffic impact is considered "de minimis" under Lake Sumter's MPO guidelines and the applicant has requested an exemption from the required Traffic Impact Analysis Report. The City's utilities services have sufficient capacity to service the project. The placement of the three-story buildings to be located in the interior of the project and the 50-foot building setbacks will help minimize any impacts on adjoining properties. Staff recommends approval of Ordinance 2024-019. <i>The Planning and Zoning Commission recommended denial, 4-1.</i>	



Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024-019 Final PUD Rezoning-First Bapt Church (5.30.2024)	2024-019 Final PUD Rezoning-First Bapt Church (5.30.2024).pdf
2.	Application - Rezoning	Application - Rezoning.pdf
3.	2024-019 First Baptist Church 8.44 Acre - Rezone Ad	2024-019 First Baptist Church 8.44 Acre - Rezone Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-019

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida, hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

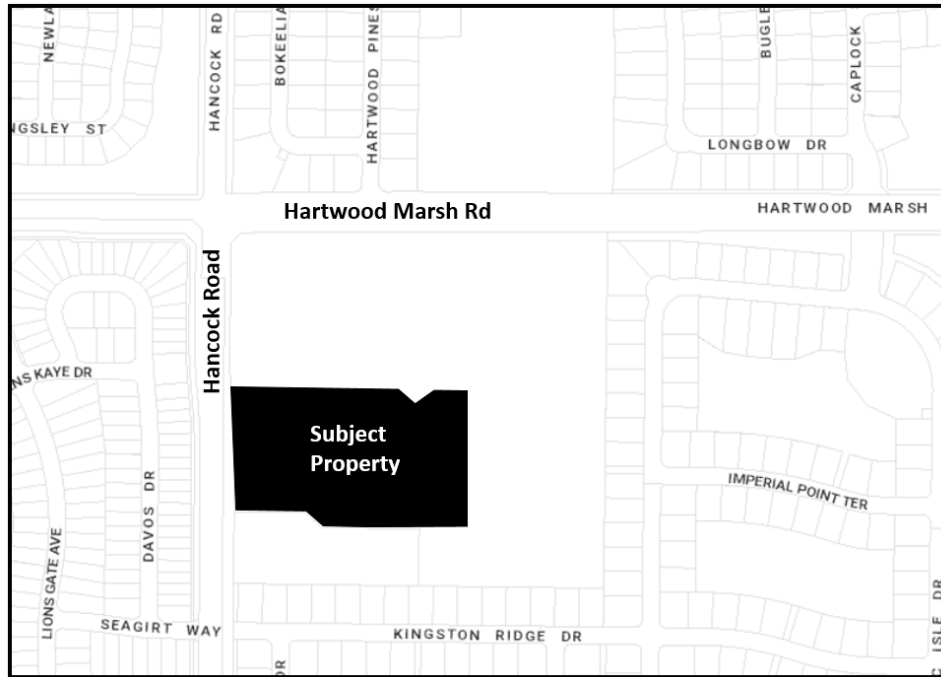
COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH 89°46'15" EAST, A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH 89°17'27" EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH 45°02'46" EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH 44°57'14" EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH 89°17'27" EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH 00°42'33" WEST, A DISTANCE OF 480.81 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 501.88 FEET; THENCE RUN NORTH 36°54'08" WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'27" EAST, A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH 02°36'10" WEST, THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A CHORD BEARING OF NORTH 05°23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

AREA CONTAINS 8.44 ACRES MORE OR LESS.

**CITY OF CLERMONT
ORDINANCE NO. 2024-019**

LOCATION:

2751 Hartwood Marsh Road
Property located in the vicinity of the southeast corner of
Hartwood Marsh Road and Hancock Road
(Portion of Alternate Key 1593905)
8.44+/- Acres



PROPERTY REZONING

**FROM: R-1 Single Family Medium Density Residential
TO: Planned Unit Development (PUD)**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a Senior Housing Facility (containing a mixture of Assisted Living, Memory Care and Independent Living Residential Units on the property described above (hereinafter the “Property”); be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The Property shall be developed in substantial accordance with EXHIBIT A: Conceptual Site Plan, dated 5/1/2024, prepared by Highland Engineering, Inc. Formal construction plans incorporating all conditions stated in this ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.



CITY OF CLERMONT
ORDINANCE NO. 2024-019

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes shall be installed by the developer in the utility easements, if required by the City, to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.
5. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

This application for a Planned Unit Development (PUD) to allow for a Senior Housing Facility (containing a mixture of Assisted Living, Memory Care and Independent Living Residential Units on the property described above (hereinafter the "Property"); be granted subject to the following conditions:

1. The property shall be developed to allow for a Senior Housing Development with up to the maximum 160,000 total square feet for all buildings located within the project. The site shall be used for Assistant Living, Memory Care and Senior Independent Housing types. The project shall be developed in substantial accordance with the Preliminary Development Plan, prepared by Highland Engineering, Inc. identified as Exhibit A. The buildings shall be designed to comply with Clermont Architectural Design Standards. Any new development on the property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Planned Unit Development application are not the approved construction plans. Any other uses of the property, other than as specified herein shall require an amendment to this PUD Ordinance by the City Council.
2. Any site development shall be required to comply with the Clermont Land Development Regulations and all building must be designed to meet the Clermont Architectural Design Standards.
3. The development shall be required to provide an additional 30 percent of landscape buffers plant materials to ensure adequate screening from the low density residential zoning districts.
4. Any future development of the site which shall include new development, any increases to the existing buildings square footage, additional permitted uses, modifications, and redevelopments will be required to amend this Planned Unit Development.



CITY OF CLERMONT
ORDINANCE NO. 2024-019

5. The building height shall not exceed the maximum 55 feet allowed by the Land Development Regulation.
6. The maximum density for the independent living portion will not exceed 53 units based upon the Preliminary Development Plan. This will be done in two phases. Phase 1 will consist of 27 units and future phase 2 will consist of 26 units. Any increase in this shall require an amendment to the PUD.
7. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall project and prior to any development activities. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
8. The project shall be developed in accordance with the City of Clermont Utility Standards.
9. The development will be served with a primary connection point at Hancock Road. An emergency ingress/egress only access point with a Fire Department approved entry system shall be installed. The final location shall be at the discretion of the City's Fire Chief or designee.
10. Topsoil and/or soil amendments will be required prior to any landscape planting to help reduce the irrigation needs to maintain healthy plant materials. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDC, as amended.
11. The maintenance of the drainage basins, landscaping and other outdoor amenities shall be the responsibility of the Owner/Developer of the property.
12. In order to minimize glare and reduce light trespass and overhead sky glow, all lighting fixtures within the project shall be designed to comply with the Clermont Land Development Regulations.
13. This Planned Unit Development shall expire as to the Senior Housing Facility approval in the event that significant continuous development actions authorized or required hereunder do not occur for a period of two (2) years after the date that this Planned Unit Development is approved by the City Council and becomes legally effective.

SECTION 4: PUBLIC SERVICES

1. The Developer shall connect to the existing City sanitary sewer system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.



CITY OF CLERMONT
ORDINANCE NO. 2024-019

3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site sanitary sewer systems improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations, property for city maintained facilities and other appurtenances necessary to allow the City to provide utility services for the project.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. The Developer shall reimburse the City for all costs related to review of hydraulic modeling related to the project.
7. The City shall provide water and sewer services for the Property based on ability to serve at the time of construction.
8. In the event the City chooses to oversize the lines or appurtenances, the City shall provide to the Owner the specifications regarding sizes to be included in the final improvement plans. The City shall be responsible for the difference in cost of materials to oversize the line if the City chooses to oversize based on plans and cost estimates provided by Owner to City, and approved in advance by the City. Reimbursement to Owner for the cost hereunder shall be in the form of water and/or sewer impact fee credits or cash reimbursement. The Owner shall provide to the City a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractor's bid as certified by Owner's project engineer. The City shall review and either approve or reject the costs within thirty (30) days from the date the Owner provides to the City. Prior to the commencement of construction, Owner and City shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Garbage and recycling collection shall be with a private company. The City will not provide this service for commercial development.

SECTION 5: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2024-019

SECTION 6: 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 7: 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 8: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

SECTION 9: 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. 2024-019

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 25th day of June, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY
VIEW 2



CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY
VIEW 3





CITY OF CLERMONT
REZONING
APPLICATION

DATE 1-10-2024		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) First Baptist Church of Clermont - Assisted Living Facility			
Applicant First Baptist Church of Clermont, Inc.			
Contact Person Bill Lawson			
Address 2751 Hartwood Marsh Road		City Clermont	State FL Zip 34711
Telephone 352-394-4221		Fax	
Email Bill@progressiveplumbing.com			
OWNER INFORMATION			
Owner's Name Same as Applicant			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 2751 Hartwood Marsh Road		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached survey.			
Acreage 8.4		Land Use (City verification required) Low Density Residential	
Present Zoning (City verification required) R-1 Single Family Medium Density Residential		Proposed Zoning PUD	



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

The applicant, First Baptist Church of Clermont, Inc. is requesting to change the Future Land Use designation from Low Density Residential to High Density Residential on approximately 8.4 acres of the 38-acre parcel. The subject parcel is located south of the existing church building adjacent to the west property line. This request is being heard concurrently with a rezoning from R-1, Single Family Residential to a Planned Unit Development (PUD) to allow for construction of a Senior Housing Facility (containing a mix of Assisted Living, Memory care and Independent Living Units). The First Baptist Church received approval for a Conditional Use Permit (Resolution No 2018-03). The Church Master Concept Plan, which is not an approved site plan, required a separate public hearing process to allow the Senior Housing Facility because the Comprehensive Plan does not allow that use in the Low Density Residential Land Use Category. The proposed map amendment will change the future land use from Clermont Low Density Residential, which allows up to a maximum of three (3) units per acre, to High Density Residential, which allows up to twelve (12) units per acre, and a variety of housing types with a (PUD) Planned Unit Development zoning designation.

Check box to indicate additional materials are provided via attachment. ☒

FIRST BAPTIST CLERMONT, INC.
Applicant Name (print)

x William Stevenson Pres.
Applicant Name (signature)

FIRST BAPTIST CLERMONT, INC.
Owner Name (print)

x William Stevenson Pres.
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

On Tuesday, June 4, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, June 25, 2024 at 6:30 PM at a public hearing the request will be held before the Clermont City Council for Final Adoption.

ORDINANCE NO. 2024-019

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION

2751 Hartwood Marsh Road
Property located in the vicinity of the southeast corner of
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LEGAL DESCRIPTION

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH 89°46'15" EAST, A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH 89°17'27" EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH 45°02'46" EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH 44°57'14" EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH 89°17'27" EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH 00°42'33" WEST, A DISTANCE OF 480.81 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 501.88 FEET; THENCE RUN NORTH 36°54'08" WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'27" EAST, A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH 02°36'10" WEST, THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A CHORD BEARING OF NORTH 05°23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

AREA CONTAINS 8.44 ACRES MORE OR LESS.

PROPERTY REZONING

From: R-1 Single Family Medium Density Residential
To: Planned Unit Development (PUD)

All public meetings are 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 AM and 5:00 PM.

All interested parties shall 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, June 11, 2024	
Agenda Item Name	
Variance Request 160 E. Lakeshore Drive	
Requested Action	
Recommend denial of requested variance.	
Staff Report	
The homeowner is requesting a variance to the Land Development Code (LDC), Section 125-520, Special Setbacks, to allow for the construction of a driveway with non-permeable paver materials to encroach into the required five-foot side yard setback. The subject parcel is located at 160 E. Lakeshore Drive. The property is zoned R-1A, Single Family Residential, and the Future Land Use Designation is Low Density Residential. The variance request is to allow for a driveway to be constructed up to the property line instead of the minimum 5-foot requirement for residential driveways. The single family home was constructed in 1957 and has approximately 1,608 square feet of living area. The applicant purchased the property in December 2019 with the existing conditions and the current second driveway has now become dilapidated and broken. There is no record of a permit being issued for the pavers. The existing driveway is located three feet from the side yard property line. The Clermont codes requires residential development to comply with the impervious surface ratio requirements and all single family lots are designed to provide sufficient drainage areas to ensure the runoff will be able to drain onto the subject parcel. The proposed sample driveway materials photo submitted in the application is considered non-permeable because of the solid concrete foundation required for driveways, which could provide inadequate drainage for the side yard. The applicant has provided letters of no objection from the neighbors that are included with this packet. Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all the <u>five</u> review criteria. Therefore, staff recommends <u>denial</u> of the requested variance.	
	

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	101-246 Review Criteria 160 E Lakeshore Drive	101-246 Review Criteria 160 E Lakeshore Drive.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	2_Boundary Survey	2_Boundary Survey.pdf
4.	Site Picture	Site Picture.pdf
5.	5_Photos - Existing Pavers	5_Photos - Existing Pavers.pdf
6.	6_Proposed Pavers	6_Proposed Pavers.pdf
7.	4_Letter of Approval from Neighbor	4_Letter of Approval from Neighbor.pdf
8.	1_Application	1_Application.pdf
9.	160 E. Lakeshore Dr. Variance - Legal AD	160 E. Lakeshore Dr. Variance - Legal AD.pdf

160 E. LAKESHORE DRIVE -- Variance

The requirements for a variance are as follows:

“Sec. 101-246, 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 of negatively impact the standard of living of the citizens of the city;
Applicant response: No interference will be caused to the neighbor’s property and they have agreed with my proposal per the attached signed letter from neighbor.

Staff comments: The variance request to allow for the driveway encroachment up to the property line instead of the required 5-foot side yard setback. Each lot is designed to maintain a certain percent of impervious surface ratio to prevent future drainage problems. The adjacent property owners may not realize the potential impact until after the driveway is constructed.

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: As I drive around my neighborhood, I have seen several properties where owners have added their driveway width to accommodate additional car or boat parking.

Staff comments: The variance request would allow for the installation of a new driveway constructed with a solid non-permeable to replace some existing pavers which have become broken and dilapidated. The pavers have been placed in the required side yard setback which could interfere with proper and sufficient drainage for the lot.

Negative 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: The proposed driveway development will be a major improvement to the current front yard area of this property and will enhance the overall value of the neighborhood.

Staff comments: The requested variances to the Land Development Code will not further any legitimate city objective, and granting the variance would not outweigh the benefits over if it was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The wanting of the variance will not harm use, view, or aesthetics of the overall neighborhood in any way.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential lots.

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;

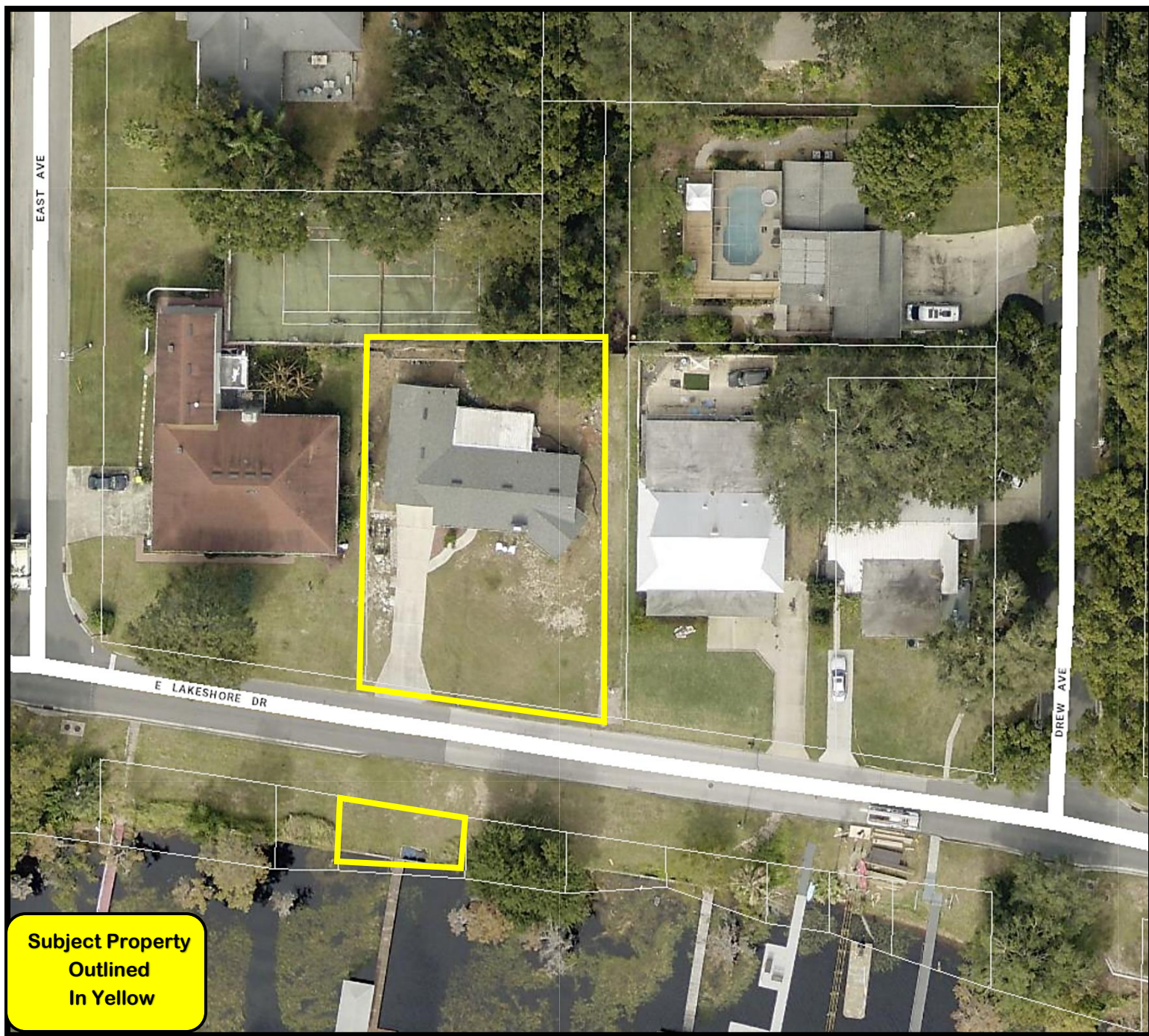
Applicant response: *The variance is a minor Five (5) foot spacing from my neighbors' property line.*

Staff comments: *The installation of the driveway up to the side yard property line could impede the proper water runoff and drainage for the lot. Although some pavers are considered pervious because of the ability for water to percolate, the proposed driveway as designed with the solid foundation does not allow for any runoff to percolate, therefore the drainage will be forced to overflow onto adjacent properties.*

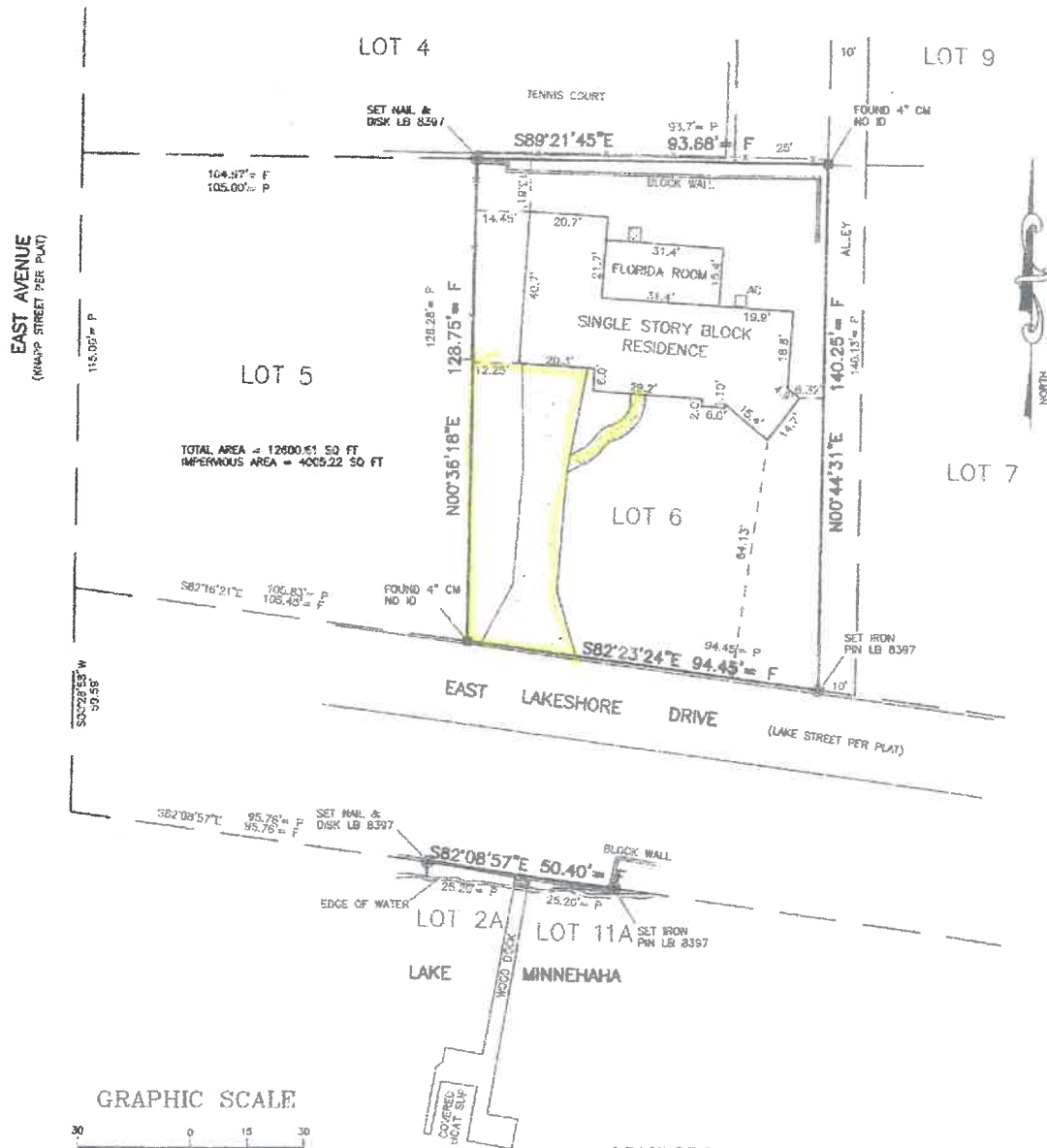
Negative finding

STAFF RECOMMENDATION: Section 101-246 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 does not meet the criteria for a positive finding on all five of the review criterion. Therefore, staff recommends denial of the variance request to the Land Development Code.

LOCATION MAP



BOUNDARY SURVEY



DESCRIPTION:

LOT 2A, 6 AND 11A, OF LAKE HIGHLANDS ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 100, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

- 1) SURVEY WAS COMPLETED IN THE FIELD AUGUST 24, 2023
- 2) BEARINGS ARE BASED ON THE RIGHT OF WAY OF E. LAKESHORE DR. AS BEING S82°23'24"E.
- 3) UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SURVEY IS FOR INFORMATIONAL PURPOSE ONLY AND IS NOT VALID.
- 4) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY TO:

DAVID UNDESEY
THAT THE BOUNDARY SURVEY, AS REFLECTED HEREON, WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, AND MEETS THE MINIMUM TECHNICAL STANDARDS RULE 6J-17.052.

STEVEN B. WILEY DATE 07/06/23
FLORIDA PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NUMBER 5951

LEGEND:

PSM = PROFESSIONAL SURVEYOR & MAPPER
LS = LAND SURVEYOR
F = FIELD MEASUREMENT
P = PLAT DIMENSION
D = DEED DIMENSION
C = CONCRETE
ID = IDENTIFICATION



18400 BAKER ROAD
UMATILLA, FLORIDA 32784
PHONE: (362) 356-0827
EASTLAKE SURVEY@GMAIL.COM

PROFESSIONAL SURVEYORS AND MAPPERS
LB 8397

DRAWN: 08-24-23 BY: SSW FILED: 23168

Site Picture





Existing Pavers on Property when Purchased



Existing Driveway Edge is 2'10" from Property Line



Gate to Backyard to Access Stored Jet Ski Trailer



Ben Anderson's Driveway to his Property NO Setback

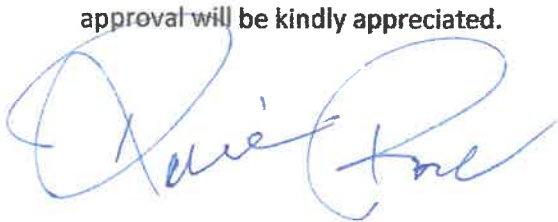


Proposed Pavers for Driveway, Sidewalk & Porch

City of Clermont
Development Services Department
685 W. Montrose Street
P.O. Box 1200219
Clermont, Fl. 34712-0219

Dear Development Services Department,

My name is Dorine Rose and I live at 140 East Lakeshore Drive in Clermont Florida, next door to David and Claire Lindsey. It was brought to my attention that my neighbor Mr. David Lindey, is about to add pavement to his existing driveway. Pending there are no encumbrances and/or no water seepage and/or accumulation or lodgment over onto my property, I consent to Mr. Lindsey's Driveway project. Your approval will be kindly appreciated.



Regards,

Mrs. Dorine Rose
140 E. Lakeshore Drive
Clermont, FL. 34711
352-242-3816



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE April 16, 2024		FEE: \$300.00 + Advertising Cost	
Project Name (if applicable) Driveway Pavers w/new Walkway and Porch			
Applicant David L. Lindsey			
Contact Person David L. Lindsey			
Address 160 E. Lakeshore Drive	City Clermont	State Florida	Zip 34711
Telephone 559-269-0746	Fax N/A		
Email dave@eagledisplays.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name David L. Lindsey			
Owner Address 160 E. Lakeshore Drive	City Clement	State Florida	Zip 34711
Telephone 559-269-0746	Email dave@eagledisplays.com		
PROPERTY INFORMATION			
Address of Subject Property 160 E. Lakeshore Drive	City Clermont	State Florida	Zip 34711
General Location Clermont, Lake Highlands Estates Lots 2A, 6, 11A PB 12 PG 100ORB 5396 PG 1488			
Legal Description & Alternate Key (include copy of survey) Attached			
Land Use (City verification required) Residential			
Zoning (City verification required) Residential			



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:

Driveway-Set-Back requirement of Five (5) Feet distance from property line.

What are you proposing to do that would require a variance and why?

Place new driveway pavers along the property line between our parcel and my neighbors lawn.

How does the Code create a hardship?

The requirement to have a 5' set-back creates a major hardship because I have no way to irrigate, cultivate and maintain a strip of lawn or bushes between my property and Mrs. Rose's lawn.

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;

No interference will be caused to the neighbor's property and they have agreed with my proposal per the attached signed letter from Mrs. Dorine Rose.

- (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;

As I drive around my neighborhood, I have seen several properties where owners have added to their driveway width to accommodate additional car or boat parking.

- (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;

The proposed driveway development will be a major improvement to the current front yard area of this property and will enhance the overall value of the neighborhood.



CITY OF CLERMONT
VARIANCE
APPLICATION

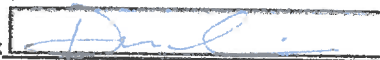
(4) The granting of the variance is consistent with the city's comprehensive plan; and
The granting of this variance will not harm the use, view or aesthetics of the overall neighborhood in any way.

(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.

The variance is a minor Five (5') Foot spacing from my neighbors property line.

David L. Lindsey

Applicant Name (print)

x 

Applicant Name (signature)

David L. Lindsey

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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	05/17/2024
Order Number:	10194865
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	43.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/24/2024 - 05/24/2024	Govt Public Notices
LEE dailycommercial.com	1	05/24/2024 - 05/24/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$69.94
Tax Amount	\$0.00
Service Fee 3.99%	\$2.79
Cash/Check/ACH Discount	-\$2.79
Payment Amount by Cash/Check/ACH	\$69.94
Payment Amount by Credit Card	\$72.73

Order Confirmation Amount	\$69.94
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, June 11, 2024 at 6:30pm for the following variance: To allow for a residential driveway to be less than the minimum code requirements for Special Setbacks, City Code Section 125-520, at the following location:

LOCATION

160 E. Lakeshore Drive
(Alternate Key #1759013)

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 34711.

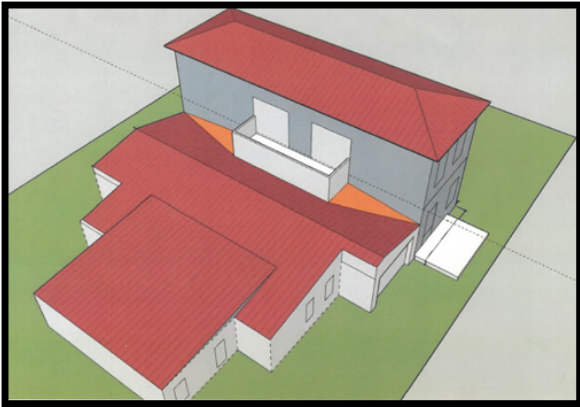
All interested parties will be given an opportunity to express their views on this matter.

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.

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
May 24, 2024
10182284

AGENDA ITEM

Meeting Date	
Tuesday, June 11, 2024	
Agenda Item Name	
Variance Request 168 E. Lakeshore Drive	
Requested Action	
Recommend approval of the variance request.	
Staff Report	
The applicant and homeowner, Mr. James C. Phillips, lives at 168 E. Lakeshore Drive. The home was constructed in 1956 and is a single-story home with approximately 2,000 square feet of living area. The lot, Lake Highland Estates Lot 8, was created in 1955. This was before zoning regulations and prior to our current zoning code. The property is currently zoned R-1-A Single Family Low Density. The existing structure does not meet the current side yard setbacks on both sides of the existing home. R-1-A zoning requires 9 feet on the interior side yard setback and 35 feet from the street side setback, which is from Drew Avenue. The current structure is approximately 8 feet from the interior side yard setback and 9 feet from the street side yard setback. Mr. Phillips wishes to expand the current home by adding an addition. Plans have been submitted to indicate a total of 1,687 square feet of renovation area is proposed. This includes converting the existing carport into a tandem garage and adding a new secondary story master suite over the existing home. The contractor and Mr. Phillips decided it was best to go vertical since a rear addition would encroach into the rear setback, which the home currently meets. The proposed addition would be built under the current confines of the existing side yard setbacks. However, no further encroachment will occur to the existing side yard setbacks.	
 	
In order for Mr. Phillips to proceed, a variance request would have to be sought and granted. Mr. Phillips is desiring to keep the current side yard setbacks in order to proceed with the addition and has requested a variance for the side yard setbacks under Section 125-140(2).	
A review of homes in this area indicated several homes currently do not meet certain setbacks, such as front yard setback, side yard setback, or rear yard setback. Any additions to the structures would require a variance since a non-conforming structure would be enlarged. Due to the lack of zoning when these homes were built, the dimension of the lots when they were created, and the current zoning requirements, hardships are present.	

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all the five criteria. Therefore, staff recommends approval of the variance request.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

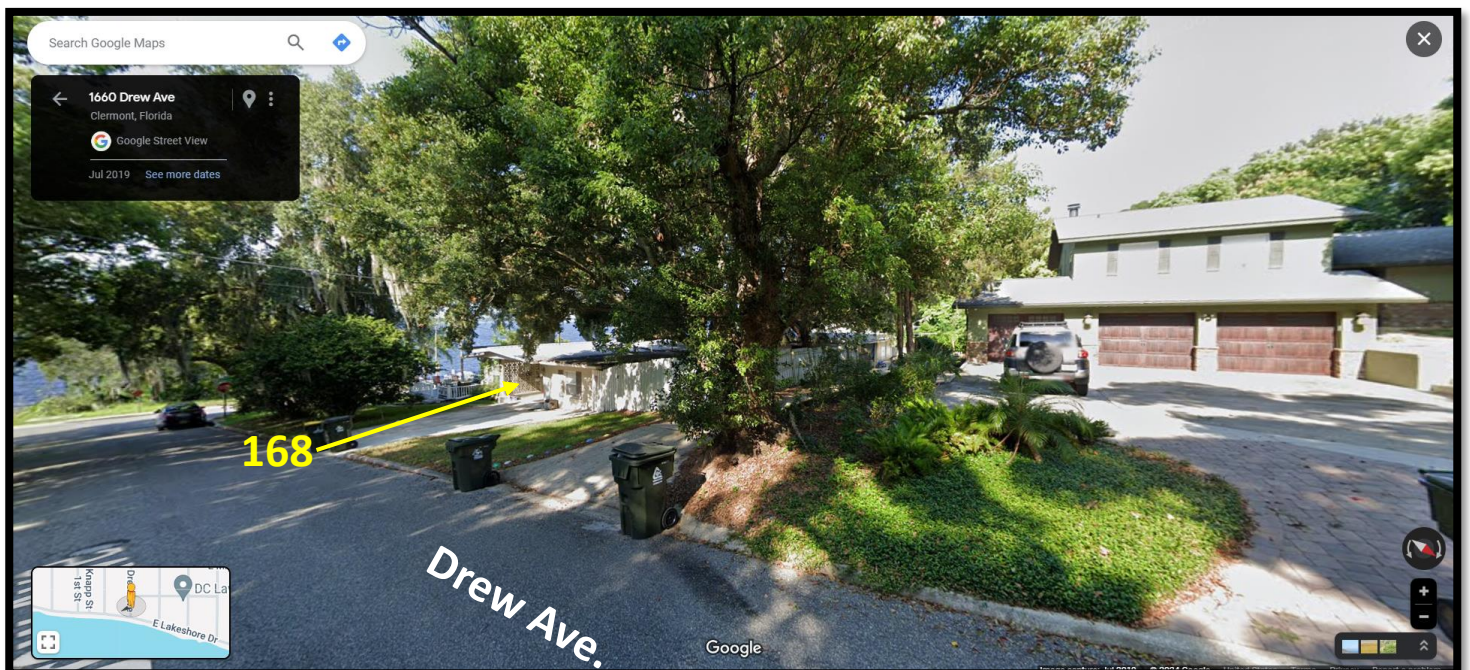
Exhibits Attached (copies of original agreements)

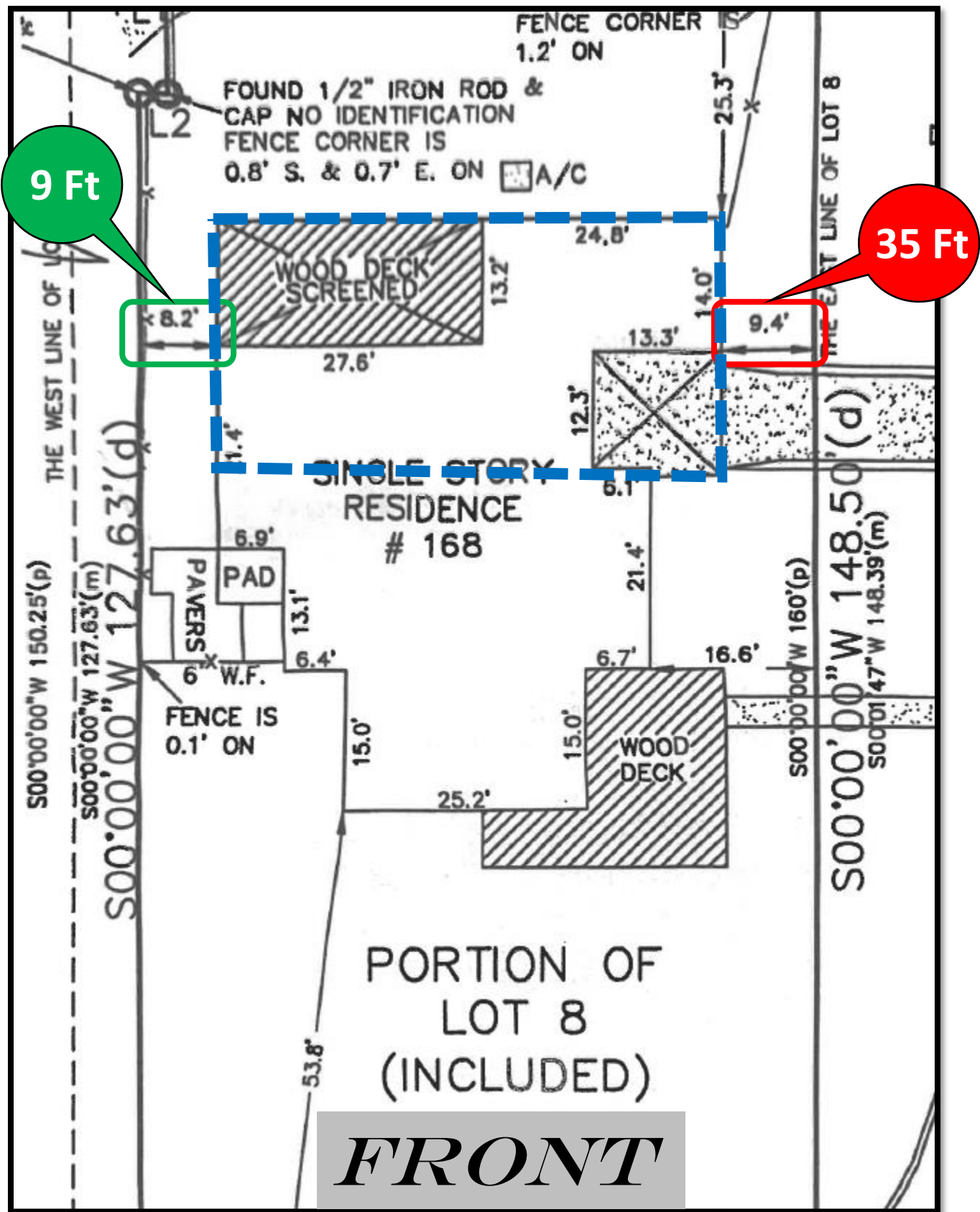
- | | | |
|----|--|--|
| 1. | 168 Lakeshore Map | 168 Lakeshore Map.pdf |
| 2. | Elevations | Elevations.pdf |
| 3. | Floor Plan | Floor Plan.pdf |
| 4. | Survey | Survey CC.pdf |
| 5. | 101-246 Review Criteria 168 E Lakeshore Dr | 101-246 Review Criteria 168 E Lakeshore Dr.pdf |
| 6. | Application | Application.pdf |
| 7. | Property Record Card | Property Record Card.pdf |
| 8. | Legal Ad - 168 E. Lakeshore Variance | Legal Ad - 168 E. Lakeshore Variance.pdf |

168 E. Lakeshore Drive

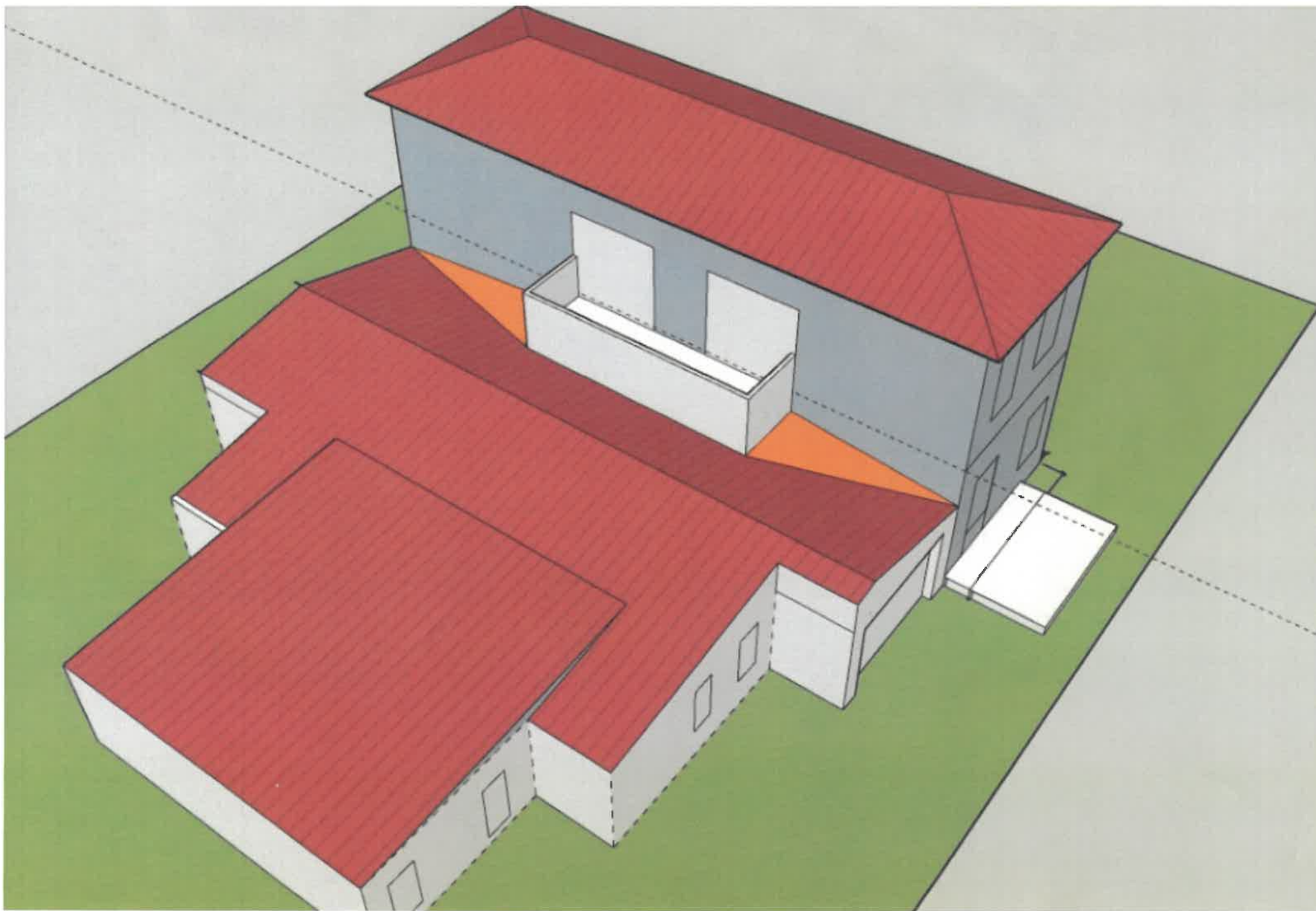


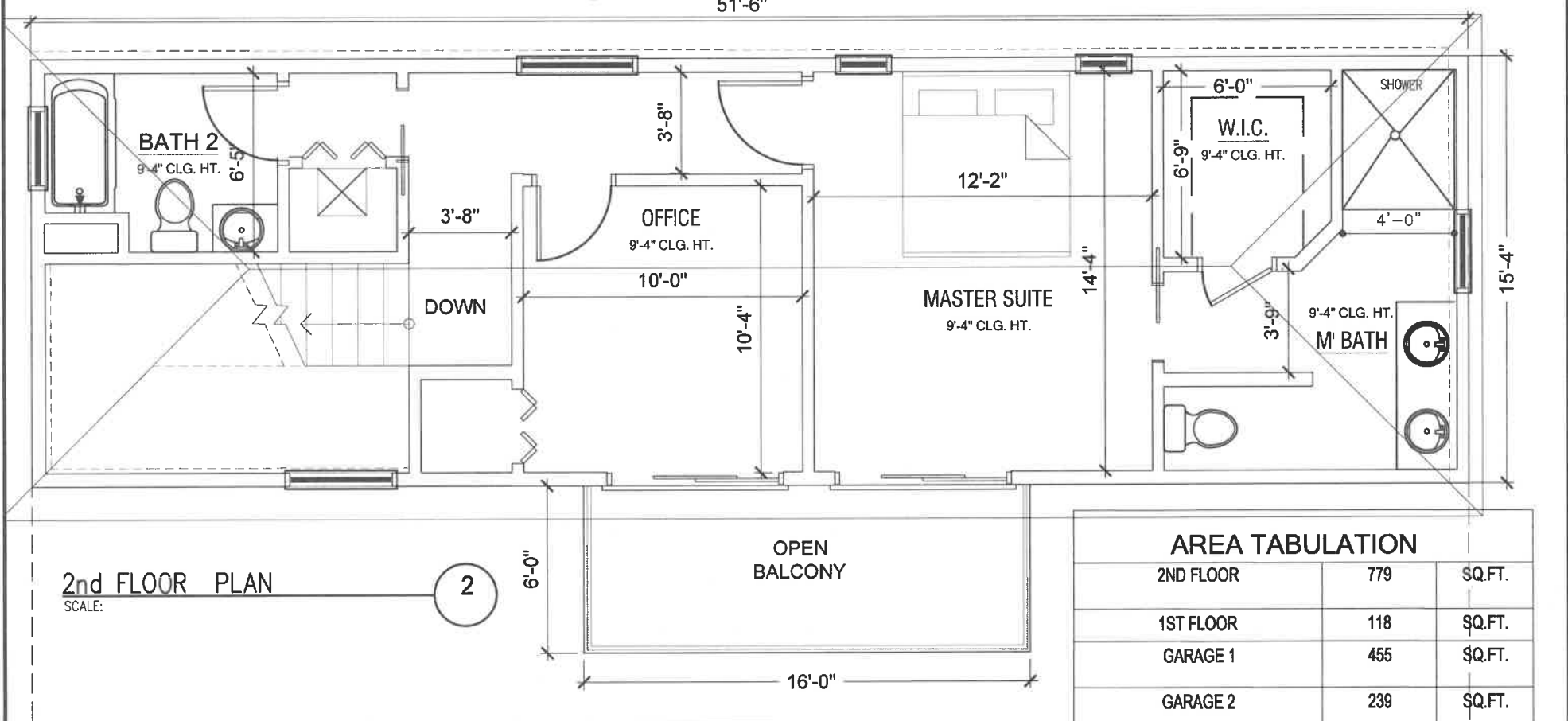
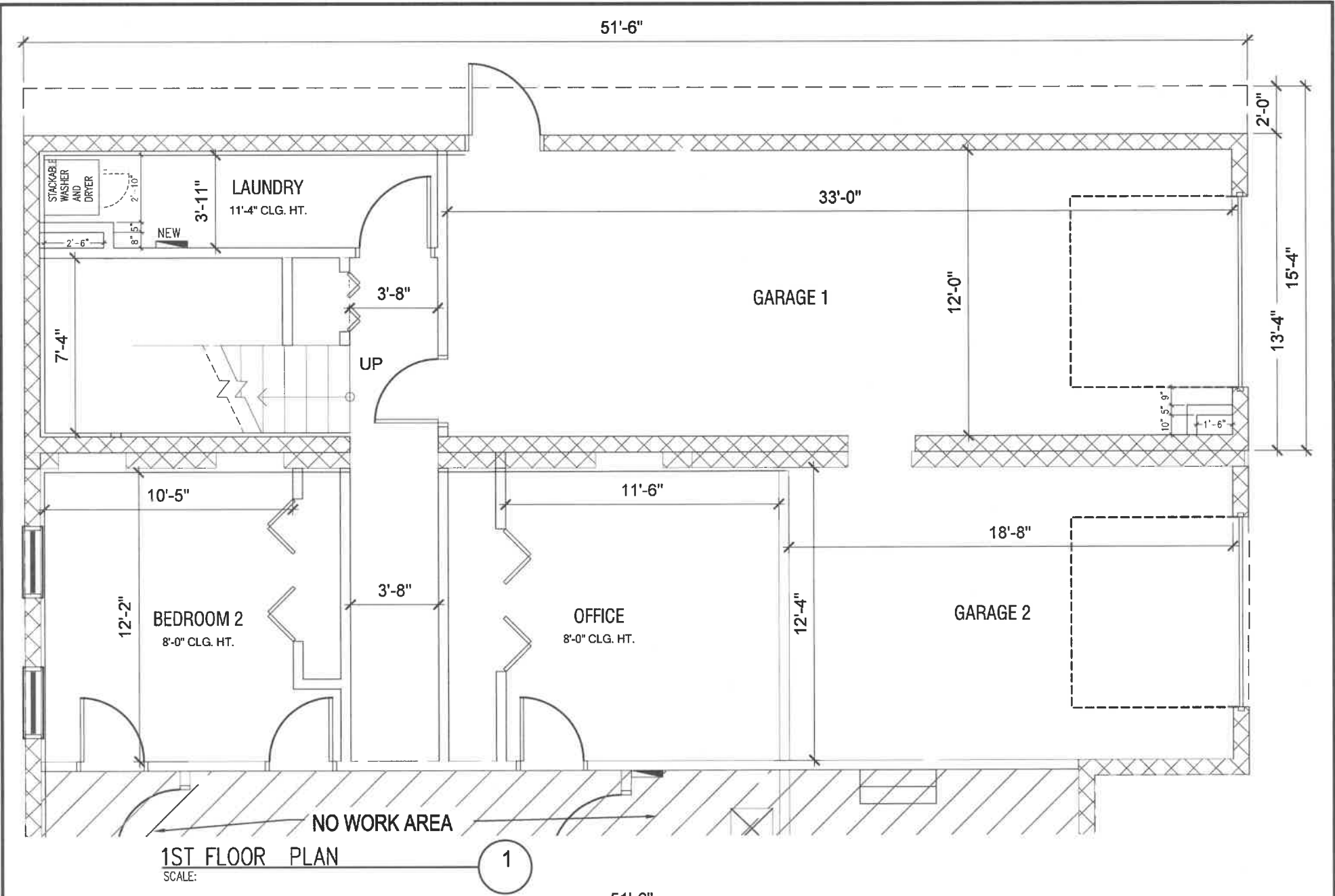
168 E. Lakeshore Drive





With the current side yard setbacks, the structure is a non-conforming structure. The required setbacks are in the colored callouts above. The applicant would like to add an addition vertically over the existing home (blue dashed line) and not increase any intrusion into the existing setbacks.





AREA TABULATION		
2ND FLOOR	779	SQ.FT.
1ST FLOOR	118	SQ.FT.
GARAGE 1	455	SQ.FT.
GARAGE 2	239	SQ.FT.
BALCONY	96	SQ.FT.
TOTAL RENOVATION AREA	1687	SQ.FT.

DATE
04.22.24

DRAWING NUMBER
A1

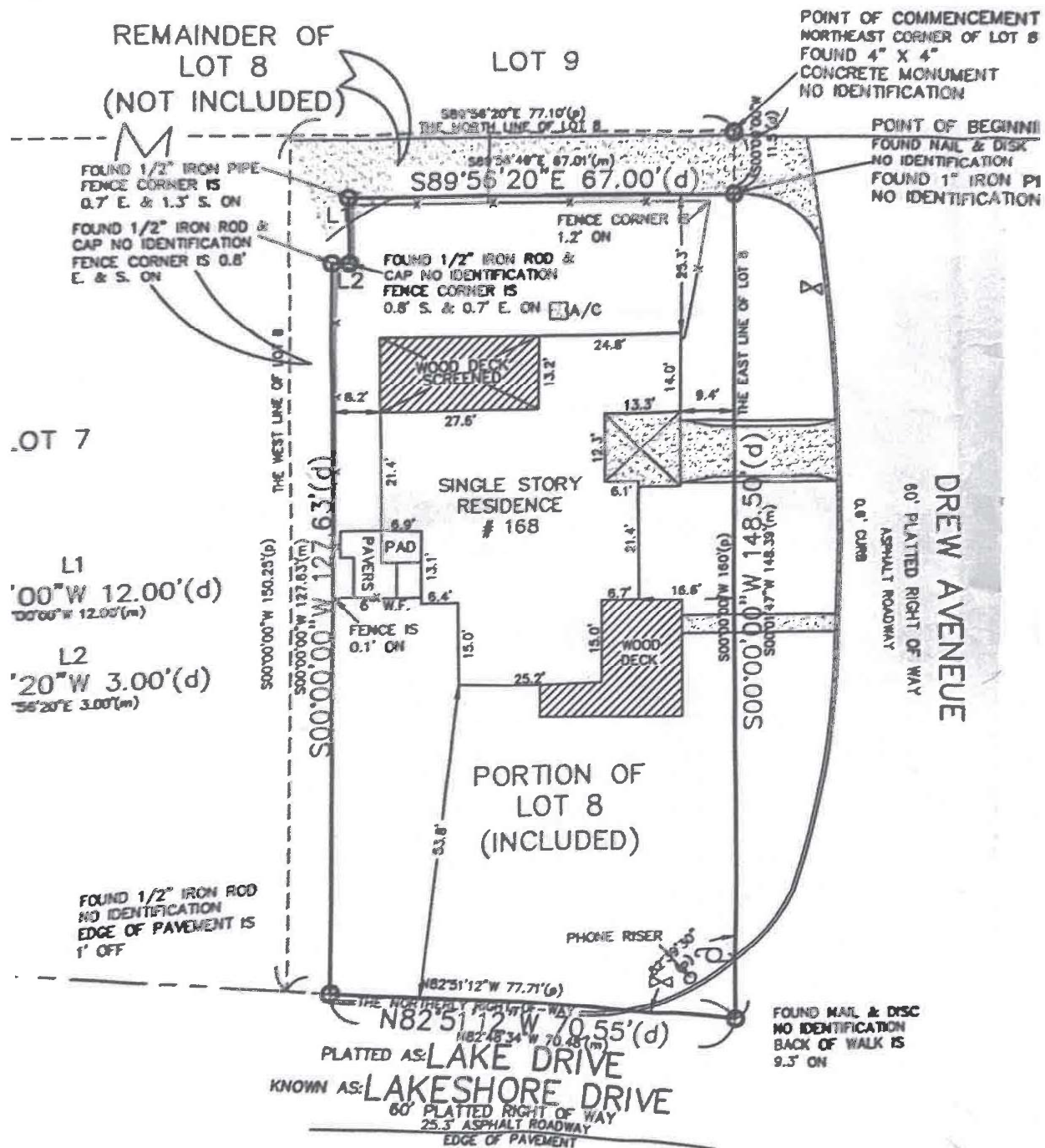
PROPOSED REAR ADDITION
168 E Lakeshore Dr,
Clermont, FL 34711
PRELIMINARY FLOOR PLAN

PROGRESS
PRINT NOT
FOR
CONSTRUCTION

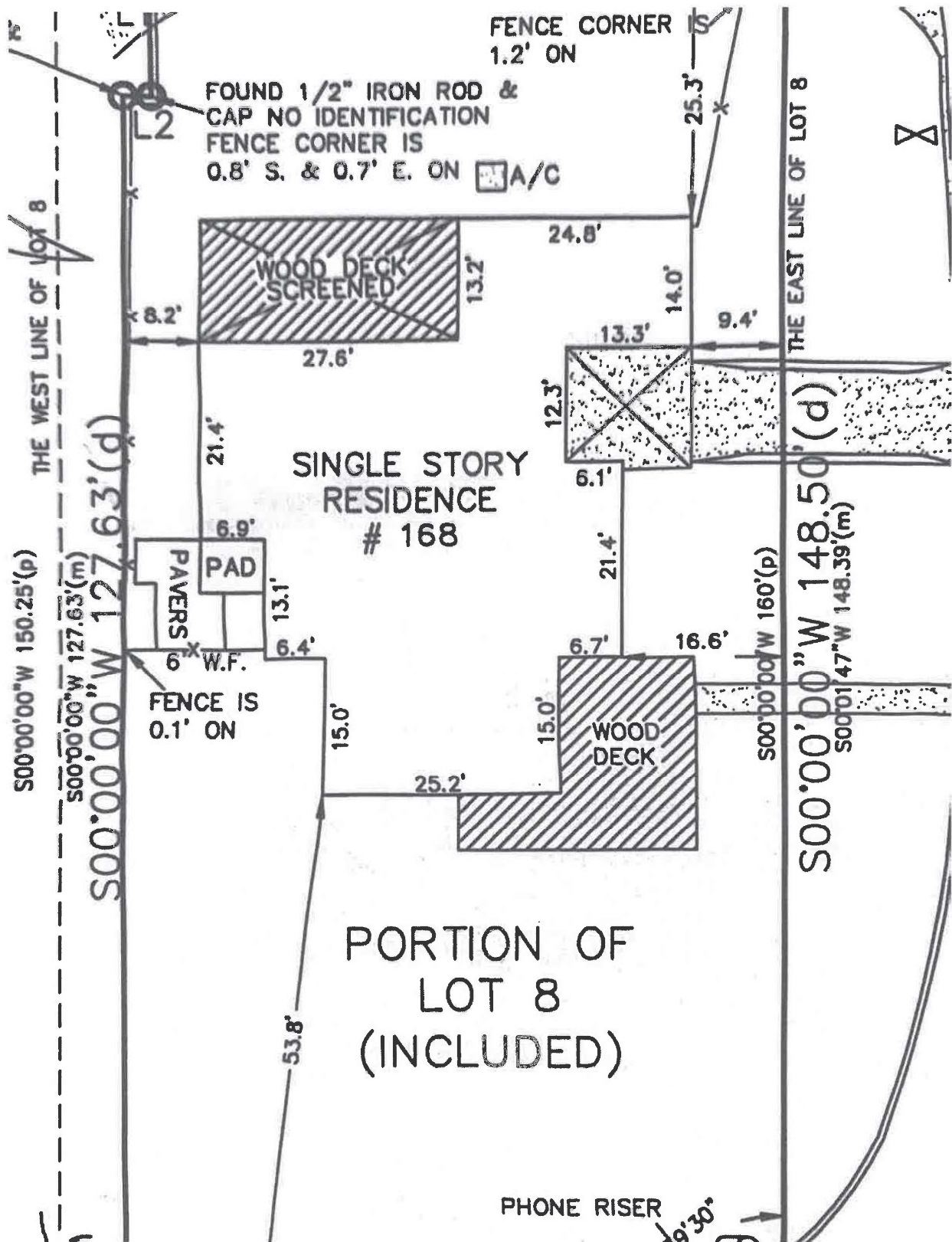
copyright ©
ALL PHASES DESIGN
C: 321.265.1420
E: allphasesdesign21@gmail.com

BOUNDARY SURVEY

DESCRIPTION (As Furnished)



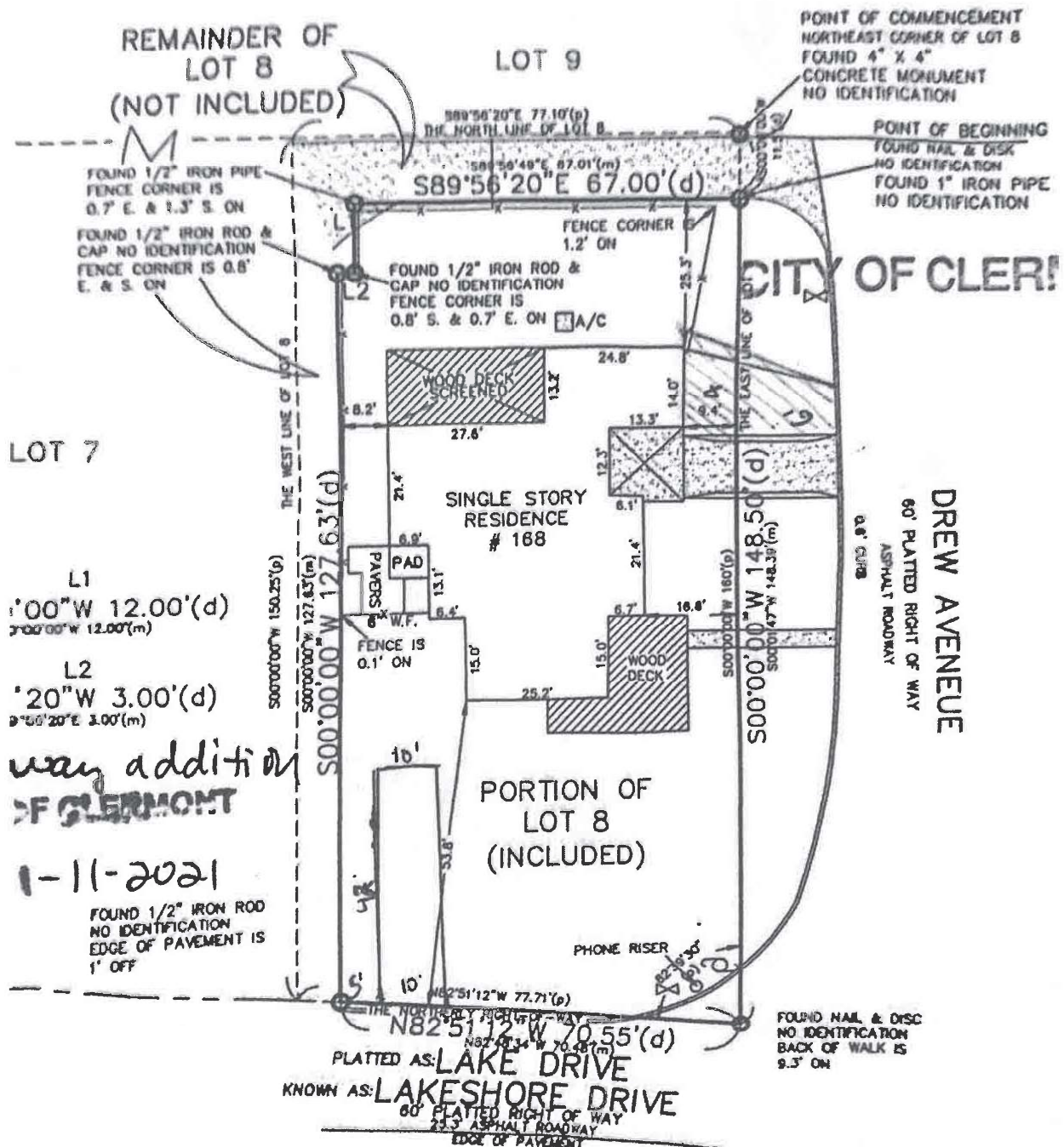
Scanned with CamScanner



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168 E. Lakeshore Rd

DESCRIPTION (As Furnished)



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168 East Lakeshore Drive - Variance

The requirements for a variance are as follows:

“Sec. 101-246, 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: The proposed project will not increase the footprint of the building and will not interfere with other property views as the house is built on a hill, sitting lower than other properties. Additionally, currently there are trees that block the view and the property behind is two stories sitting at a higher elevation with windows facing a different direction.

Staff comments: The variance request does not appear to interfere with the reasonable enjoyment of adjacent or nearby property owners. A review of the elevation contours and street view indicate the home is lower than the adjacent property to the north.

Positive 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: Other properties in the surround area are two stories.

Staff comments: The variance request would allow reasonable use of the property. The applicant is not increasing the encroachment into the side yard setbacks. The applicant has chosen to build vertically to avoid any further encroachment. Several two story homes are in the area.

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: The building was built in 1956 based on the setback at the time, due to the current setback requirements any changes to the property would require a variance as it is currently a non-conforming building. The request will allow improvement of the overall property.

Staff comments: The variance request would allow expansion of the existing home while staying within the current footprint of the building. The benefits to the applicant if the variance was granted would allow an expansion of the building to no impacts to the existing setbacks.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: The request would improve the property, not compromise other property values, and allow for additional living space.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies.

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: *The request is not increasing the footprint of the existing structure which was approved by the City of Clermont in 1956 when the building was built.*

Staff comments: *The variance request is the minimum variance in order to add an addition to the home. The applicant could have looked at requesting a variance for a rear yard setback and constructed the addition horizontally, which would have been a greater impact in terms of existing setbacks. The applicant, by choosing to go vertical, will incur a more costly addition without increasing into the setbacks versus an addition to the rear of the home that would require a rear yard setback as well. The addition of the second story would make reasonable use of the building.*

Positive finding

STAFF RECOMMENDATION: Section 101-246 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 meets all of the five criteria on a positive finding. Therefore, staff recommends approval of the variance request to the Land Development Code.



CITY OF CLERMONT
**VARIANCE
APPLICATION**

DATE April 25, 2024		FEE: 300.00	
Project Name (if applicable)			
Applicant James C Phillips			
Contact Person James C Phillips			
Address 168 E. Lakeshore Drive		City Clermont	State FL Zip 34711
Telephone 845-591-1944		Fax	
Email jphil819@aol.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 168 E. Lakeshore Drive		City Clermont	State FL Zip 34711
General Location Corner of East Lakeshore Drive and Drew Avenue in the city of Clermont			
Legal Description & Alternate Key (include copy of survey) CLERMONT, LAKE HIGHLAND ESTATES BEG 11.5 FT S OF NE COR OF LOT 8, RUN W 67 FT, S 12 FT, W 3 FT, S TO S LINE OF LOT 8, E'LY ALONG LOT LINE TO SE COR OF LOT 8, N TO POB, LOT 8A PB 12 PG 100 ORB 4593 PG 771 ORG 5672 PG 63 ALT KEY: 1714656			
Land Use (City verification required) Single Family Lake Frontage (0103)			
Zoning (City verification required) R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT			



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:

Code 1998, § 122-105; Code 2008, § 122-105; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000

What are you proposing to do that would require a variance and why?

We are proposing to increase the livable area of the home but not the footprint of the non-conforming building on our property which was approved by the City of Clermont in 1956 based on the setbacks at that time.

How does the Code create a hardship?

Due to the current setback requirements any changes to our property would require a variance as it is currently a non-conforming building.

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;

The proposed project will not increase the footprint of the building and will not interfere with other property views as the house is built on a hill, sitting lower than other properties. Additionally, currently there are trees that block the view and the property behind is two stories sitting at a higher elevation with windows facing a different property.

- (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;

Other properties in the surrounding area are two stories.

- (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;

The building was built in 1956 based on the setback at the time, due to the current setback requirements any changes to the property would require a variance as it is currently a non-conforming building. The request will allow improve the overall property.



CITY OF CLERMONT
**VARIANCE
APPLICATION**

(4) The granting of the variance is consistent with the city's comprehensive plan; and
The request would improve the property, not compromise other property values, and allow for additional living space.

(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.

The request is not increasing the footprint of the existing structure which was approved by the city of Clermont in 1956 when the building was built.

James C Phillips

Applicant Name (print)

x 
Applicant Name (signature)

James C Phillips

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

PROPERTY RECORD CARD

General Information

Name:	PHILLIPS JAMES C	Alternate Key:	1714656
Mailing Address:	168 E LAKESHORE DR CLERMONT, FL 34711 Update Mailing Address	Parcel Number: ⓘ	30-22-26-0700- 000-00800
		Millage Group and City:	000C Clermont
		2023 Total Certified Millage Rate:	17.3304
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	168 E LAKESHORE DR CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, LAKE HIGHLAND ESTATES BEG 11.5 FT S OF NE COR OF LOT 8, RUN W 67 FT, S 12 FT, W 3 FT, S TO S LINE OF LOT 8, E'LY ALONG LOT LINE TO SE COR OF LOT 8, N TO POB, LOT 8A PB 12 PG 100 ORB 4593 PG 771 ORB 5672 PG 63		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY LAKE FRONTAGE (0103)	0	0		1.000	Lot		\$200,000.00	\$200,000.00

[Click here for Zoning Info](#) ⓘ
[Map](#)

[FEMA Flood](#)

Residential Building(s)

Building 1

Residential

Building Value: \$210,183.00

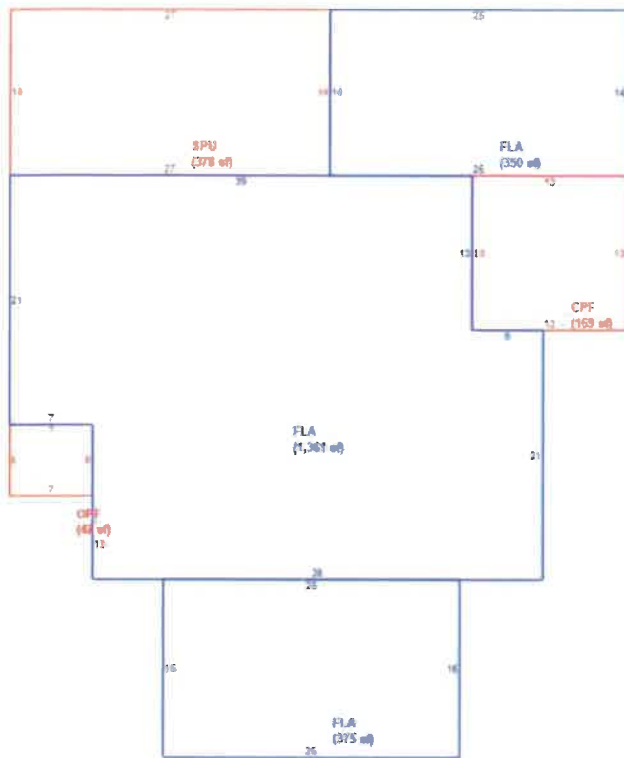
Summary

Year Built: 1956	Total Living Area: 2086 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

[Incorrect Bedroom, Bath, or other information?](#) ⓘ

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
CARPORT FINISHED (CPF)		1.00	169
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	2086
OPEN PORCH FINISHED (OPF)		1.00	42
SCREEN PORCH UNFINISHED (SPU)		1.00	378



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	DECK - WOOD (DEC3)	360	SF	1990	\$1,019.00
2	BOAT DOCK (DOC2)	448	SF	1999	\$3,315.00
3	BOAT HOUSE (BHS3)	420	SF	1999	\$8,568.00

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5672 / 63	03/2021	Quit Claim Deed	Unqualified	Improved	\$97,500.00
4593 / 771	02/2015	Warranty Deed	Qualified	Improved	\$270,000.00
1608 / 2027	05/1998	Warranty Deed	Qualified	Improved	\$172,000.00
1176 / 1988	07/1992	Warranty Deed	Qualified	Improved	\$132,500.00
1087 / 657	12/1990	Quit Claim Deed	Unqualified	Improved	\$0.00
698 / 276	01/1980	Misc Deed/Document	Qualified	Improved	\$77,000.00

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

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$423,085	\$267,050	\$217,050	5.0364	\$1,093.15
SCHOOL BOARD STATE	\$423,085	\$267,050	\$242,050	3.2080	\$776.50
SCHOOL BOARD LOCAL	\$423,085	\$267,050	\$242,050	2.9980	\$725.67
LAKE COUNTY WATER AUTHORITY	\$423,085	\$267,050	\$217,050	0.2940	\$63.81
ST JOHNS RIVER FL WATER MGMT DIST	\$423,085	\$267,050	\$217,050	0.1793	\$38.92
CITY OF CLERMONT	\$423,085	\$267,050	\$217,050	5.0600	\$1,098.27
LAKE COUNTY MSTU AMBULANCE	\$423,085	\$267,050	\$217,050	0.4629	\$100.47
LAKE COUNTY VOTED DEBT SERVICE	\$423,085	\$267,050	\$217,050	0.0918	\$19.93
				Total: 17.3304	Total: \$3,916.72

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 \$5,000) [Learn More](#) [View the Law](#)
- Blind Exemption (up to \$500) [Learn More](#) [View the Law](#)
- Disability Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Disability Exemption (\$5,000) [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](#).

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	05/14/2024
Order Number:	10182284
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	48.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/24/2024 - 05/24/2024	Govt Public Notices
LEE dailycommercial.com	1	05/24/2024 - 05/24/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$77.84
Tax Amount	\$0.00
Service Fee 3.99%	\$3.11
Cash/Check/ACH Discount	-\$3.11
Payment Amount by Cash/Check/ACH	\$77.84
Payment Amount by Credit Card	\$80.95

Order Confirmation Amount	\$77.84
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, June 11, 2024 at 6:30pm for the following variances: to allow for a side yard street setback less than 35 feet and an interior side yard setback less than 9 feet as required by the Land Development Code, Section 125-140 (2) at the following location:

LOCATION

168 E. Lakeshore Drive
(Alt. Key 1714656)

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection 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

Daily Commercial
May 24, 2024
10182284



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, June 11, 2024			
Agenda Item Name			
Council Member Request			
Requested Action			
Staff Report			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Agenda Item Request Form	Agenda Item Request Form.pdf	



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action following approval of the City Council. The request shall be placed on an agenda by the City Manager at the next available Council meeting.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. Per Resolution 2024-007R, citizen requests shall be limited to 15 minutes. Only completed request forms, including all supporting documents, will be accepted for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☐ Citizen ☒ Council Member

Requestor: Tod Howard
PRINTED NAME

Date Submitted: 5/28/24

Address: 1986 Brantley Circle
Clermont FL 34711

Preferred contact: ☒ Cell 352 901 4109 ☐ Work phone _____
☒ E-mail Howard@ClermontFL.org ☐ Fax _____

1) Describe Item to be considered and area of City involved, if any: City Manager's Contract

2) Executive Summary of Item and Action sought by Council: Vote To Amend CM Contract
along with discussion of performance metrics and review.

3) Will your item have supporting documents? Yes No If so, how many pages? ____

ALL SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH THIS FORM AT TIME OF SUBMITTAL



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date

Tuesday, June 11, 2024

Agenda Item Name

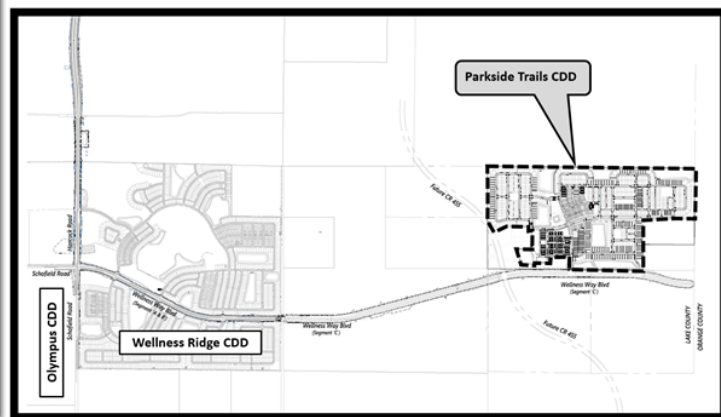
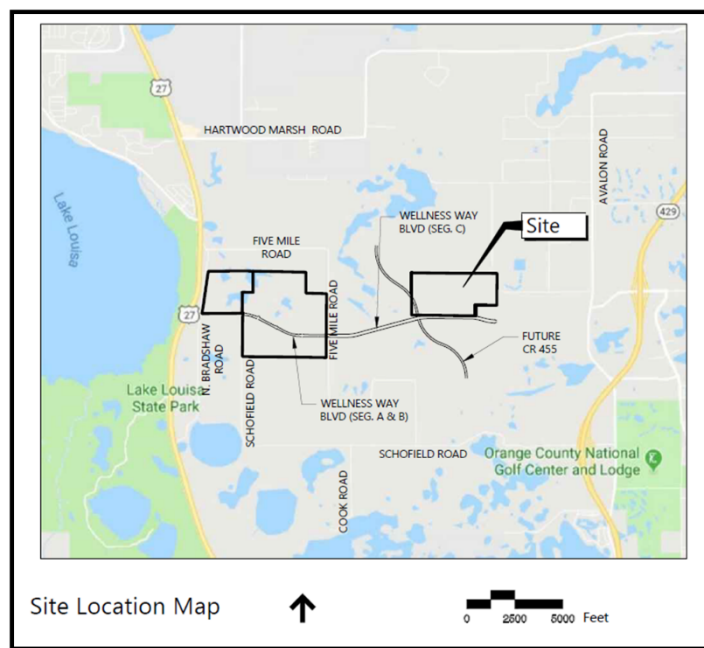
Ordinance No. 2024-025 *Intro*
Community Development District

Requested Action

Recommend approval of Ordinance No. 2024-025

Staff Report

The City received a petition to establish a Community Development District (CDD) from Pulte Home Company, LLC on March 26, 2024. A CDD is a funding mechanism used by developers to pay for infrastructure and project improvements in the development of a specific project. This will be the third CDD requested within the City of Clermont in the Wellness Way Area.



The property is approximately 255 acres of land for the residential portion. The project, Parkside Trails, received Council approval under the former name of Chicone property for annexation, comprehensive plan amendment and a PUD rezoning in October 2022. The project will consist of up to 948 residential dwelling units. Pulte is moving forward with getting the infrastructure in place to support the development, such as water, sewer, roads, stormwater, and roadway lighting. Exhibit 6, within the petition, shows the CDD facilities, estimated costs and entity. The highlighted areas are where the city is named as an entity. The City will own and maintain utility infrastructure that has been constructed to City standards. City staff has reviewed the petition and recommends approval of Ordinance 2024-025, Parkside Trails.

Exhibit 6 – CDD Facilities & Estimated Costs

Improvement	Estimated Cost	Financing Entity	Ownership Entity	Maintenance Entity
Master Development				
Stormwater Management System Improvements	\$ 13,780,000.00	CDD	CDD	CDD
Roadways*	\$ 9,750,000.00	CDD	CDD	CDD
Water & Wastewater Utilities	\$ 10,680,000.00	CDD	City	City
Lift Station & Forcemain	\$ 920,000.00	CDD	City	City
Reclaimed Water Main Utilities	\$ 4,450,000.00	CDD	CDD	CDD
Reclaimed Well & Pump Infrastructure	\$ 525,000.00	CDD	CDD	CDD
Hardscape, Landscape & Irrigation**	\$ 4,500,000.00	CDD	CDD	CDD
Offsite Utilities	\$ 3,750,000.00	CDD	City	City
Undergrounding of Electric***	\$ 1,900,000.00	CDD	CDD	CDD
subtotal	\$ 50,255,000.00			
Other				
Soft Costs (10%)	\$ 5,025,500.00	N/A	N/A	N/A
Contingency (15%)	\$ 7,538,250.00	N/A	N/A	N/A
TOTAL	\$ 62,818,750.00			

*Roadways reflects all public roads located within the boundaries of the CDD, including sidewalks within the public rights-of-way. To the extent there are private roadways within the CDD, such private roads and sidewalks will be privately funded, owned, and maintained and are not included in the CDD financing plan. Off-Site Roadway Construction is intended to be privately funded and is not included in the CDD financing plan.

** Includes landscaping and signage within public rights-of-way and entry monuments and signage, if any, located within the boundaries of the CDD.

***The CDD intends to lease streetlights through an agreement with Electric Provider. Accordingly, the CDD will not finance the lights but instead will fund them through an annual operations assessment. However, the CDD's improvement plan may include the differential cost of undergrounding the electric utilities.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2024-025- Parkside Trails CDD DRAFT final	Ord 2024-025- Parkside Trails CDD DRAFT final.pdf	
2. Petition to Establish Parkside Trails CDD (City of Clermont) with Exhibits - 5.28.24	Petition to Establish Parkside Trails CDD (City of Clermont) with Exhibits - 5.28.24.pdf	
3. Tear Sheet for First Publication (5.28.24) - Parkside Trails	Tear Sheet for First Publication (5.28.24) - Parkside Trails.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS PARKSIDE TRAILS AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF 1980, AS CODIFIED IN CHAPTER 190, FLORIDA STATUTES; ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN CHAPTER 190, FLORIDA STATUTES; AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND REPEAL, EFFECTIVE DATE, AND RECORDING.

WHEREAS, the City of Clermont, Florida received on March 26, 2024 a petition (the “Petition”) for Establishment of the Parkside Trails Community Development District of less than 2,500 acres located entirely within the municipal boundaries of the City of Clermont, hereinafter the “District”, as provided pursuant to Chapter 190, Florida Statutes, from Pulte Home Company, LLC (the “Petitioner”); and

WHEREAS, it has been determined that the Petition contains the requisite information as mandated by Section 190.005(2), Florida Statutes, and Section 190.005(1)(a), Florida Statutes; and

WHEREAS, the Petitioner has obtained the written consent to the establishment of the District by the owners of 100% of the real property described in Exhibit A, attached; and

WHEREAS, the decision of the City Council to establish the District is a quasi-legislative decision authorized by Chapter 190, Florida Statutes, and the City of Clermont’s home rule authority and Article VIII of the Florida Constitution; and

WHEREAS, the City of Clermont has reviewed factors as required by Chapter 190, Florida Statutes, and will consider such factors prior to the final adoption of the subject ordinance, and upon such review has determined that the establishment of the District is in the best interest of the City of Clermont, for the orderly growth of the City of Clermont in an efficient manner for their existing and future health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:

SECTION 1. Findings of Fact and Considerations

The City of Clermont has reviewed the petition, and the representations, information, statements and evidence presented at the public hearing by Petitioner or on Petitioner’s behalf and makes the



CITY OF CLERMONT
ORDINANCE NO. 2024-025

following Findings of Fact:

- a. The statements contained within the Petition are true and correct.
- b. The Petition for and establishment of the District is not inconsistent with the State Comprehensive Plan or City's comprehensive plan.
- c. The area of land within the District is of sufficient size, sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community.
- d. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.
- e. The community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities.
- f. The area to be served by the District is amenable to separate independent special-district government.

SECTION 2. Establishment of District

Based on the above findings and consideration, the City Council of the City of Clermont does hereby grant the Petition and there is hereby established the District for all purposes consistent with, and as authorized by Chapter 190, Florida Statutes, and all other applicable laws. The City does further hereby acknowledge the uniform district charter set forth in Chapter 190, Florida Statutes.

SECTION 3. Establishment of District Boundary

The external boundary for the District shall include and incorporate all property as more particularly described in Exhibit A, attached hereto and incorporated herein, all such property (255.32 acres more or less) being located entirely within the municipal boundaries of the City of Clermont. No real property within the external boundaries of the District is to be excluded.

SECTION 4. Appointment of Initial Board of Supervisors

The City Council of the City of Clermont does hereby appoint the following individuals as the initial Board of Supervisors to serve for a period not to exceed ninety (90) days after the creation of the District upon which a new Board of Supervisors will be elected as provided by law. The initial Board of Supervisors shall be:

- a. Aaron Struckmeyer
- b. Mary Burns
- c. Jeff Farhood



CITY OF CLERMONT
ORDINANCE NO. 2024-025

- d. Richard Jerman
- e. Dan Edwards

SECTION 5. Charter; Powers

The District shall be governed by the provisions of Chapter 190, Florida Statutes, as amended. The District shall have, and the District Board of Supervisors may exercise, all powers and functions granted pursuant to Sections 190.011 and 190.012(1)(3) and (4), Florida Statutes, as amended from time to time, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and special districts having authority with respect to any area included in the District. In addition, the City Council of the City of Clermont hereby consents to the District's Board of Supervisors exercise of all other special powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructure within, and outside of, the boundaries of the District as described under and authorized by Section 190.012(2), Florida Statutes.

SECTION 6. City Comprehensive Plan and Land Development Code

The District shall be governed by the development and construction standards of the City of Clermont Comprehensive Plan and the City of Clermont Land Development Code on its construction as if it were a developer.

SECTION 7. Severability and Repeal

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 8. Effective Date

This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

SECTION 9. Recording

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of June, 2024.

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 A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS:

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LESS AND EXCEPT: THE WESTERLY 45.00 FEET OF THE SOUTHERLY 35.00 FEET OF THE NORTHERLY 48.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 11,121,835 SQUARE FEET OR 255.32 ACRES, MORE OR LESS.

**BEFORE THE CITY COUNCIL
CITY OF CLERMONT, FLORIDA**

**PETITION TO ESTABLISH PARKSIDE TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Pulte Home Company, LLC (hereafter “**Petitioner**”), hereby petitions the City Council of the City of Clermont pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed Parkside Trails Community Development District (the “**District**”) is located entirely within the City of Clermont, Florida (the “**City**”). **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 255.32 acres of land, generally located north of Schofield Road, east of 5 Mile Road, south of W. Phil C. Peters Road, and west of the Orange County line. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of this consent is contained in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Aaron Struckmeyer
Address: 4901 Vineland Road, Suite 500 Orlando, Florida 32811

Name: Mary Burns

Address: 4901 Vineland Road, Suite 500 Orlando, Florida 32811

Name: Jeff Farhood

Address: 4901 Vineland Road, Suite 500 Orlando, Florida 32811

Name: Richard Jerman

Address: 1750 W. Broadway, Suite 111, Oviedo, Florida 32765

Name: Dan Edwards

Address: 1750 W. Broadway, Suite 111, Oviedo, Florida 32765

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Parkside Trails Community Development District.

6. Future Land Uses. The general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains, reclaim lines, sewer interceptors and outfalls for the lands to be included within the proposed District. **Exhibit 5** shows the proposed major trunk water mains, reclaim lines, sewer interceptors and outfalls for the lands to be included within the proposed District.

8. District Facilities and Services. **Exhibit 6** identifies the type of facilities Petitioner presently expects the proposed District to finance, construct, acquire or install and identifies the costs associated with the same. At present, these improvements are estimated to be made, constructed and installed in seven (7) phases over the time period from March 1, 2024, through April 1, 2031. Actual construction timetables and expenditures will likely vary, due in

part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agents for the Petitioner are Tucker F. Mackie and Ryan J. Dugan. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should also be sent to:

Tucker F. Mackie, Esq.
Ryan J. Dugan, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

11. This petition to establish the Parkside Trails Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the

above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Clermont to:

- a. schedule a public hearing in accordance with the requirements of section 190.005(2)(b), *Florida Statutes*;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to, guardhouses, walls, fences and gates, electronic intrusion-detection systems, and

patrol cars, when authorized by proper governmental agencies, as authorized and described by sections 190.012(2)(a) and (d), *Florida Statutes*.

- c. grant such other relief as appropriate.

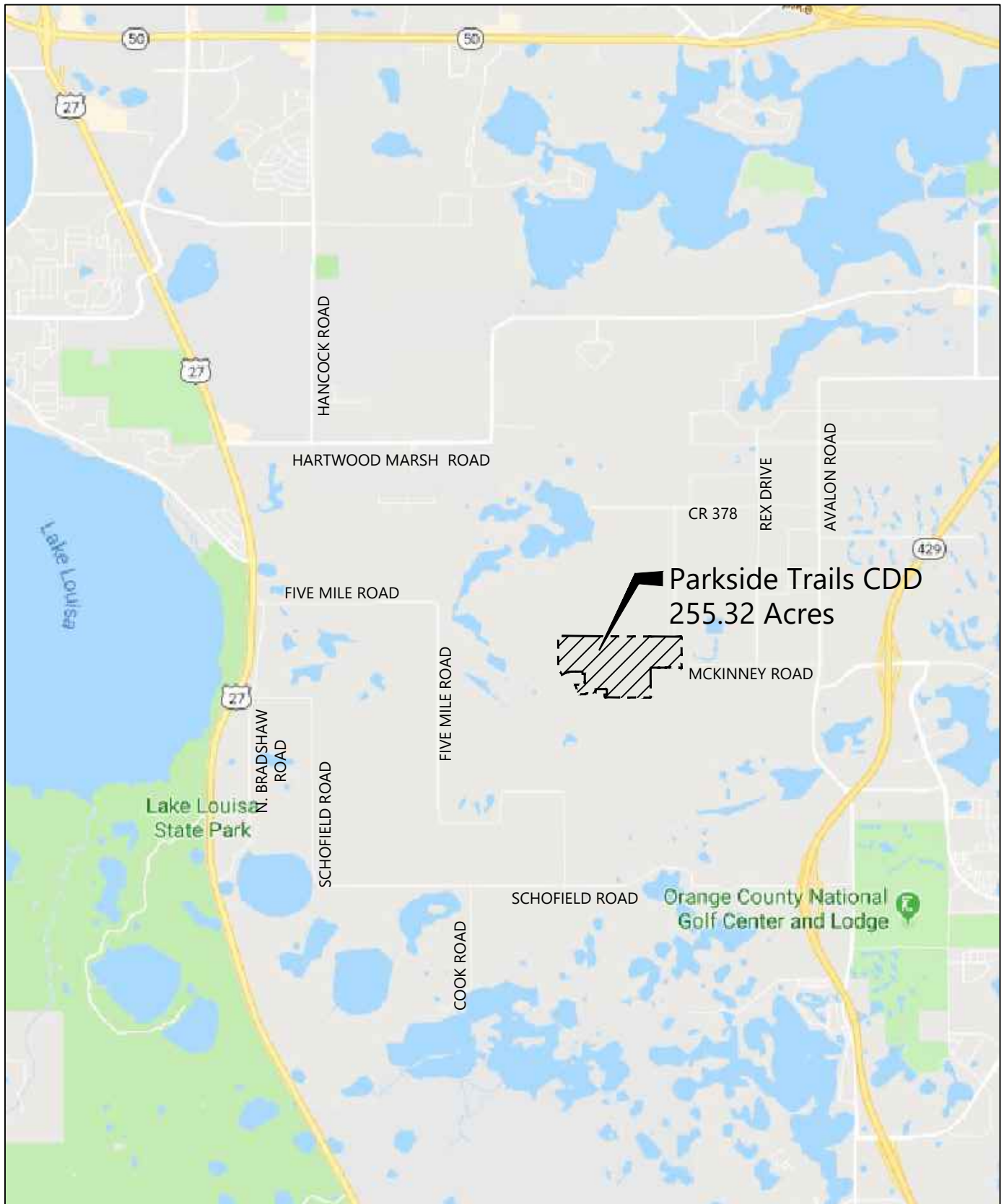
RESPECTFULLY SUBMITTED, this 26th day of March 2024.

KUTAK ROCK LLP



Tucker F. Mackie
Florida Bar No. 041023
Ryan J. Dugan
Florida Bar No. 93207
107 West College Avenue
Tallahassee, Florida 32301
850.692.7306
Counsel for Petitioner

1



Location Map
Parkside Trails CDD
City of Clermont, Florida

Exhibit 1

December 1, 2023

2

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS:

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CONTAINING 11,121,835 SQUARE FEET OR 255.32 ACRES, MORE OR LESS.



Legal Description
Parkside Trails CDD
City of Clermont, Florida

Exhibit 2

December 1, 2023

3

**CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or a written revocation is issued, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 22nd day of March, 2024.

JEN FLORIDA 47 LLC,
a Florida limited liability company



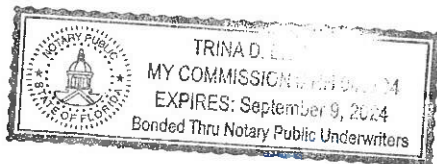
By: Dan Edwards
Its: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of MARCH, 2024, by DAN EDWARDS, as VICE PRESIDENT of JEN FLORIDA 47 LLC, who is ☒ personally known to me or ☐ produced _____ as identification.



(Official Notary Signature & Seal)



Print Name: Trina D Dziawior
Notary Public, State of Florida HH 040734
Exp: 9/9/2024

Exhibit A

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA

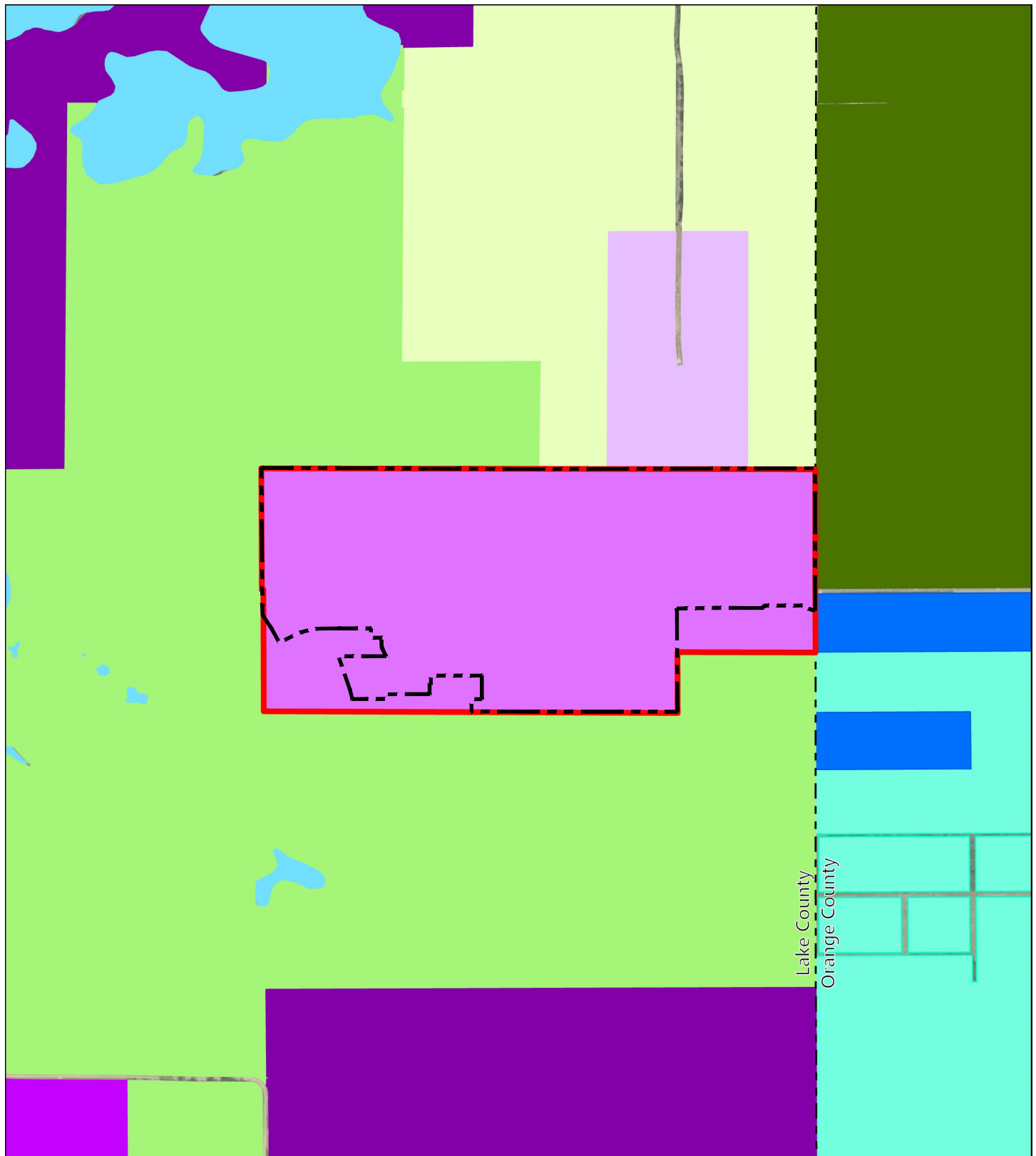
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BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24, THENCE RUN SOUTH 00°21'15" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1368.18 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°49'30" WEST FOR A DISTANCE OF 20.47 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 130.00 FEET, WITH A CHORD BEARING OF NORTH 66°44'18" WEST, AND A CHORD DISTANCE OF 62.54 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°50'08" FOR A DISTANCE OF 63.16 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 87°22'34" WEST FOR A DISTANCE OF 4.55 FEET; THENCE RUN SOUTH 89°52'13" WEST FOR A DISTANCE OF 292.57 FEET; THENCE RUN NORTH 89°44'51" WEST FOR A DISTANCE OF 291.28 FEET; THENCE RUN NORTH 89°16'46" WEST FOR A DISTANCE OF 282.81 FEET; THENCE RUN SOUTH 89°28'16" WEST FOR A DISTANCE OF 381.74 FEET; THENCE RUN SOUTH 89°09'02" WEST FOR A DISTANCE OF 2.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 00°14'32" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1291.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 24 AND THE NORTH RIGHT OF WAY LINE OF WELLNESS WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6235, PAGES 346 THROUGH 352 AND OFFICIAL RECORDS BOOK 6240, PAGES 1087 THROUGH 1181; THENCE RUN NORTH 89°32'55" WEST ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1695.86 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTH RIGHT OF WAY LINE: NORTH 86°41'03" WEST FOR A DISTANCE OF 40.02 FEET; THENCE RUN NORTH 89°32'55" WEST FOR A DISTANCE OF 200.63 FEET; THENCE RUN SOUTH 87°35'29" WEST FOR A DISTANCE OF 6.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 68.72 FEET; THENCE RUN SOUTH 89°44'00" EAST FOR A DISTANCE OF 55.66 FEET; THENCE RUN NORTH 00°16'00" EAST FOR A DISTANCE OF 234.40 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 44°44'00" WEST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 479.00 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 160.00 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 410.00 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 45.00 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 335.69 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 559.65 FEET, WITH A CHORD BEARING OF NORTH 13°47'47" WEST, AND A CHORD DISTANCE OF 87.01 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°55'02" FOR A DISTANCE OF 87.10 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 18°23'46" WEST FOR A DISTANCE OF 344.25 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 970.00 FEET, WITH A CHORD BEARING OF NORTH 18°19'11" WEST, AND A CHORD DISTANCE OF 2.58 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'09" FOR A DISTANCE OF 2.58 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 89°44'00" EAST FOR A DISTANCE OF 456.83 FEET; THENCE RUN NORTH 24°44'00" WEST FOR A DISTANCE OF 77.24 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET, WITH A CHORD BEARING OF NORTH 12°14'00" WEST, AND A CHORD DISTANCE OF 43.25 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°00'00" FOR A DISTANCE OF 43.63 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°16'00" EAST FOR A DISTANCE OF 336.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 45°16'00" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 597.57 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET, WITH A CHORD BEARING OF SOUTH 77°06'42" WEST, AND A CHORD DISTANCE OF 227.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°18'36" FOR A DISTANCE OF 229.60 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 63°57'24" WEST FOR A DISTANCE OF 167.26 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2310.00 FEET, WITH A CHORD BEARING OF NORTH 18°51'37" WEST, AND A CHORD DISTANCE OF 404.96 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°03'26" FOR A DISTANCE OF 405.48 FEET TO THE POINT ON A NON TANGENT LINE, SAID POINT BEING ON THE WEST LINE OF THE EAST 15.00 FEET OF THE NORTHEAST QUARTER OF AFORESAID SECTION 23; THENCE RUN NORTH 00°01'36" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1417.83 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE RUN SOUTH 89°56'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 24; THENCE RUN SOUTH 89°20'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 2656.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 89°42'53" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 2671.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE WESTERLY 45.00 FEET OF THE SOUTHERLY 35.00 FEET OF THE NORTHERLY 48.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 11,121,835 SQUARE FEET OR 253.32 ACRES, MORE OR LESS.

4



- | | | | |
|--|--|--|--|
| ▬ Subject Property | Proposed Clermont FLU | Rural | Orange County FLU |
| County Boundary | Master Planned Development | Wellness Way 2 | Rural Settlement 1/5 |
| Water Bodies | Lake County FLU | Wellness Way 3 | Institutional |
| | Public Service Facility | Wellness Way 4 | Village |



0 2500 5000

Sources:
Lake County GIS
Orange County GIS
State of Florida, USDA FSA, GeoEye, Maxar
Page 309

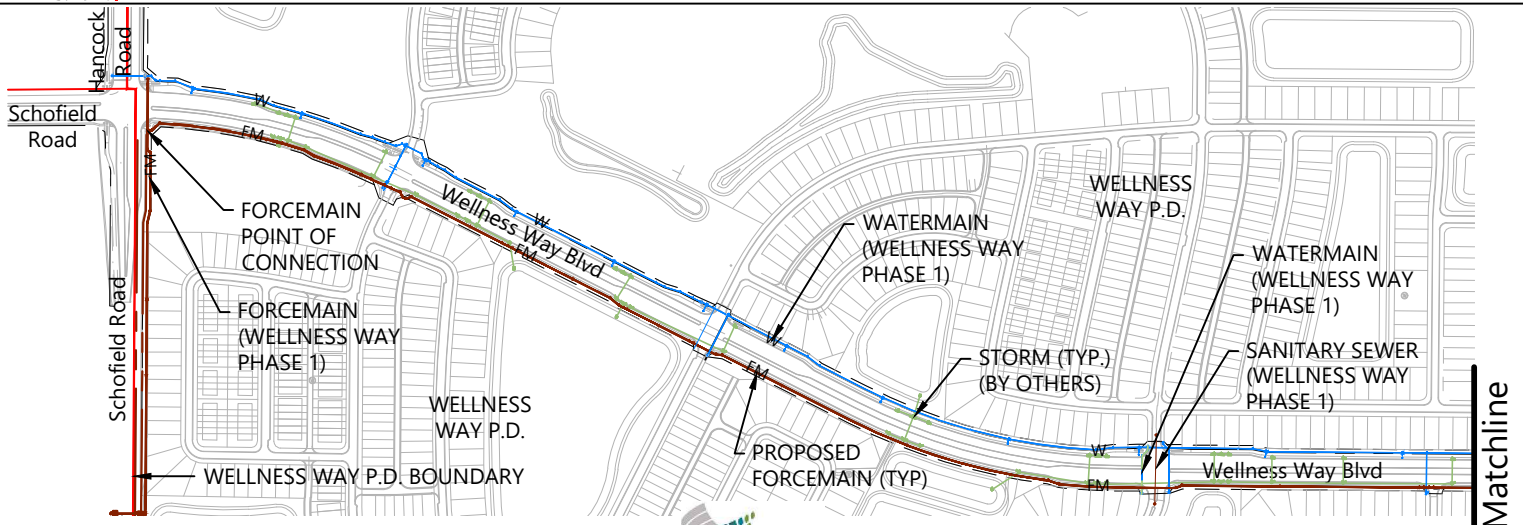
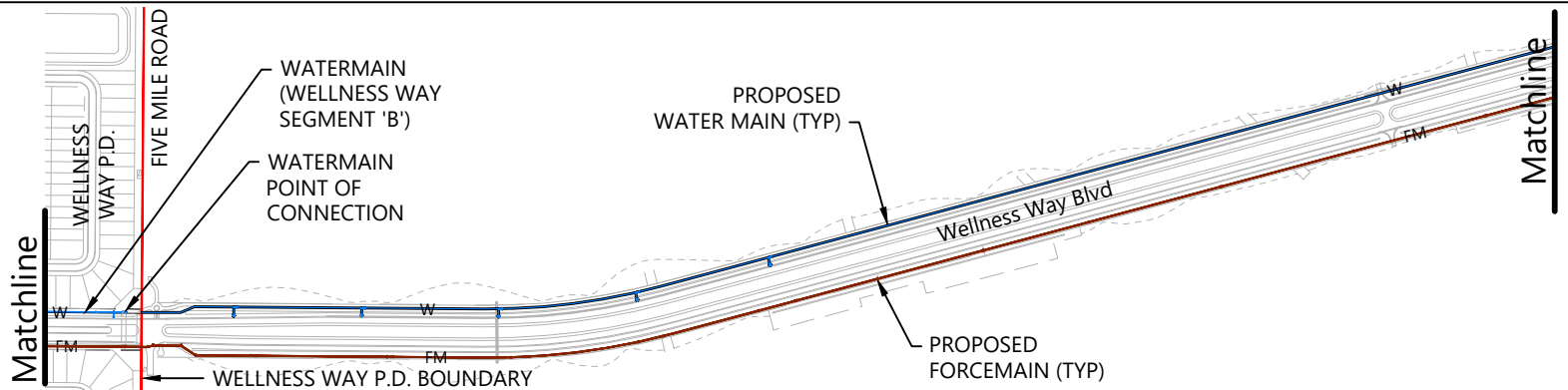
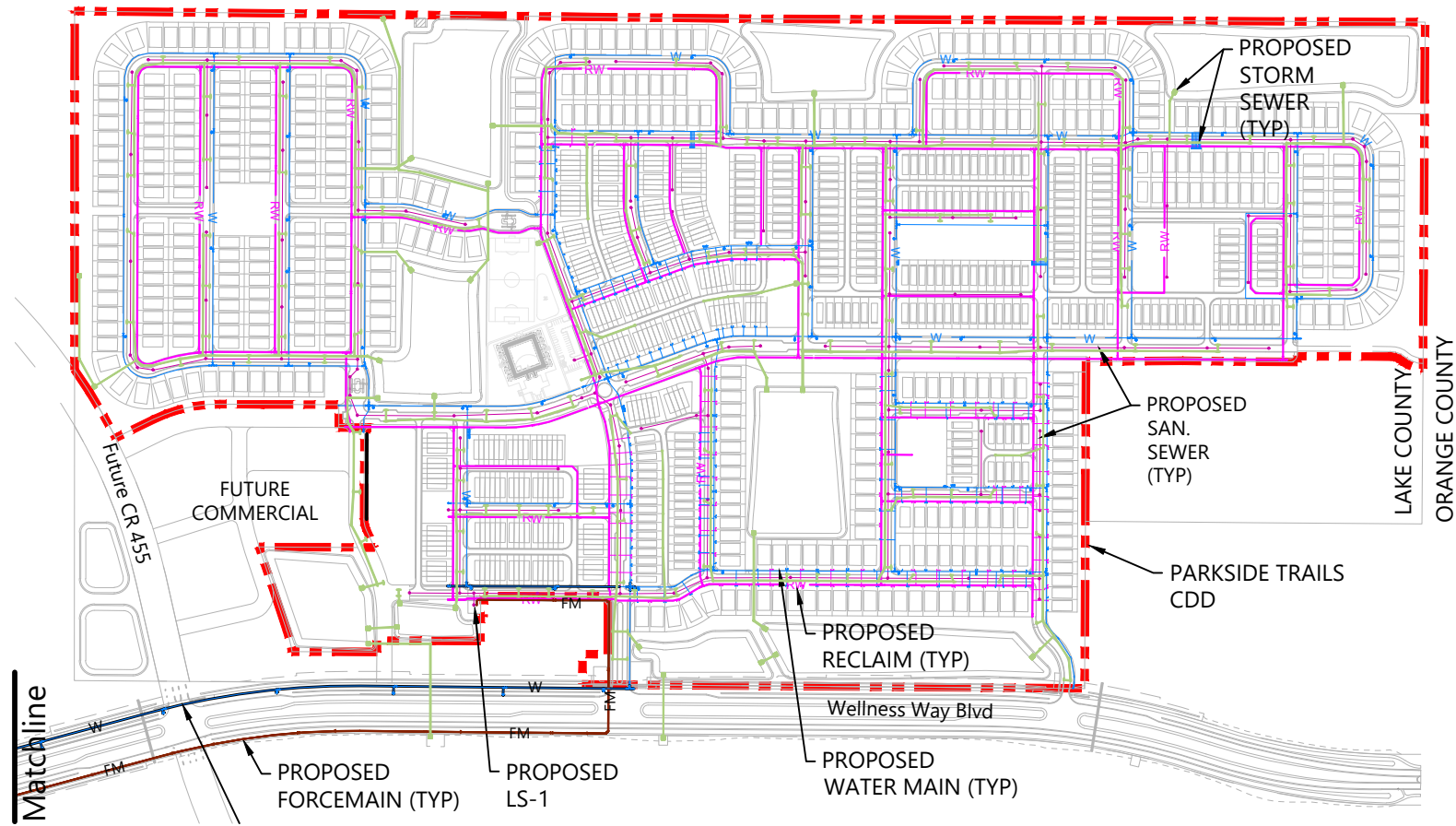


Proposed FLU
Parkside Trails CDD
City of Clermont, Florida

Exhibit 4

December 1, 2023

5



0 350 700



Drainage & Utilities
Parkside Trails CDD
City of Clermont, Florida

Exhibit 5

December 1, 2023

6

Exhibit 6 – CDD Facilities & Estimated Costs

Improvement	Estimated Cost	Financing Entity	Ownership Entity	Maintenance Entity
Master Development				
Stormwater Management System Improvements	\$ 13,780,000.00	CDD	CDD	CDD
Roadways*	\$ 9,750,000.00	CDD	CDD	CDD
Water & Wastewater Utilities	\$ 10,680,000.00	CDD	City	City
Lift Station & Forcemain	\$ 920,000.00	CDD	City	City
Reclaimed Water Main Utilities	\$ 4,450,000.00	CDD	CDD	CDD
Reclaimed Well & Pump Infrastructure	\$ 525,000.00	CDD	CDD	CDD
Hardscape, Landscape & Irrigation**	\$ 4,500,000.00	CDD	CDD	CDD
Offsite Utilities	\$ 3,750,000.00	CDD	City	City
Undergrounding of Electric***	\$ 1,900,000.00	CDD	CDD	CDD
subtotal	\$ 50,255,000.00			
Other				
Soft Costs (10%)	\$ 5,025,500.00	N/A	N/A	N/A
Contingency (15%)	\$ 7,538,250.00	N/A	N/A	N/A
TOTAL	\$ 62,818,750.00			

*Roadways reflects all public roads located within the boundaries of the CDD, including sidewalks within the public rights-of-way. To the extent there are private roadways within the CDD, such private roads and sidewalks will be privately funded, owned, and maintained and are not included in the CDD financing plan. Off-Site Roadway Construction is intended to be privately funded and is not included in the CDD financing plan.

** Includes landscaping and signage within public rights-of-way and entry monuments and signage, if any, located within the boundaries of the CDD.

***The CDD intends to lease streetlights through an agreement with Electric Provider. Accordingly, the CDD will not finance the lights but instead will fund them through an annual operations assessment. However, the CDD's improvement plan may include the differential cost of undergrounding the electric utilities.



7

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Parkside Trails Community Development District** (the “District”). The proposed District comprises approximately 255.32 acres of land located within the City of Clermont, Florida (hereafter “City”). The project is planned for approximately 948 residential units constructed in seven (7) phases. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Parkside Trails Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 255.32 acres.

The Development plan for the proposed lands within the District includes approximately 948 residential units. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Parkside Trails. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

¹ For the purposes of this SERC, the term “agency” means the City of Clermont and the term “rule” means the ordinance(s) which Clermont will enact in connection with the creation of the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Parkside Trails Community Development District is a community designed for approximately 948 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Clermont

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on going costs resulting from the

on-going administration of the District. As previously stated, the District operates independently from the City, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The master public infrastructure that may be financed by the District includes: onsite roadways; stormwater improvements; onsite and offsite potable water, wastewater, and reclaimed water utilities; electrical undergrounding; and landscape, and hardscape & irrigation.

**Table 1.
Parkside Trails CDD Proposed Facilities and Services**

District Infrastructure	Construction	Ownership	Capital Financing	Operations & Maintenance
Onsite Roadways and Alleys	District	District	District Bonds	District
Stormwater System	District	District	District Bonds	District
Onsite and Offsite Water & Wastewater Systems	District	City	District Bonds	City
Reclaimed Utilities	District	District	District Bonds	District
Electrical Undergrounding	District	District	District Bonds	District
Landscape, Hardscape, & Irrigation	District	District	District Bonds	District

Key: City = Clermont and District = Parkside Trails CDD

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$62,818,750. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

Infrastructure	Total Budget Estimate
Onsite Roadways	\$9,750,000
Master Stormwater System	13,780,000
Onsite and Offsite Water, Wastewater & Reclaimed Water Sys	19,800,000
Reclaimed Well and Pump	525,000
Electrical Undergrounding	1,900,000
Landscape, Hardscape, & Irrigation	4,500,000
Professional Fees and Permitting	5,025,500
Contingency	7,538,250
TOTAL	\$62,818,750

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Clermont has an estimated population greater than 10,000 according to the most recent federal U.S. Census (2010). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

January 16, 2024

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AUTHORIZATION OF AGENT

This letter shall serve as a designation of Tucker F. Mackie and Ryan J. Dugan of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for Pulte Home Company, LLC, a Michigan limited liability company, with regard to any and all matters pertaining to the Petition to the City Council of the City of Clermont, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Print Name: BERNARD SULLIVAN

By: AARON STRUCKMEYER

Its: PERSON-AND DOCUMENT

Print Name: Amy Steiger

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March 2024, by Aaron Struckmeyer as Director-Land Developer of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



JUSTIN LEE GRAUER
Notary Public
State of Florida
Comm# HH412522
Expires 6/19/2027

JUSTIN LEE GRAUER
NOTARY PUBLIC, STATE OF FLORIDA

Name: Justin Lee Grauer
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Orlando Sentinel

OPINION

TWO VIEWPOINTS: PUERTO RICO

A call for civil rights: End colonialism in Puerto Rico

For 107 years, Puerto Ricans have lived as second-class U.S. citizens.

Just last month, the U.S. Commission for Civil Rights' Puerto Rico Advisory Committee released a memorandum highlighting the subjugation of Puerto Rico and revealing continuing disparities faced by its 3.2 million U.S. citizens. The memo exposed a sad yet undeniable reality: Puerto Ricans have been subjected to more than 100 years of structural and racial discrimination at the hands of Congress and the Supreme Court due to territorial status: federal voting rights, Medicare, Social Security and veterans' benefits are just a few examples.

Members of Congress can solve this legacy of territorial oppression by supporting the Senate and House versions of the Puerto Rico Status Act.

The U.S. Commission on Civil Rights' Puerto Rico Advisory Committee was established in 2022 to investigate civil rights issues affecting residents of Puerto Rico. Its memorandum included testimony and insights from diverse stakeholders from the island, including constitutional law scholars, veterans, civil society leaders and citizens. The document shines light on the systemic political discrimination faced by Puerto Ricans on the island for the past century, which includes having no vote for president, representation in the Senate or a voting member of the House of Representatives despite having a population greater than 19 states.

The memorandum also exposes how for more than a century the Supreme Court has legislated from the bench through the Insular Cases, denying Puerto Rico's path to statehood and justifying Congress' discrimination under federal laws and programs. Underneath this dark web of century-old federal case law, which is still in effect, lies a worldview where Puerto Rico residents are seen as "alien races" unable to understand Anglo-Saxon forms of government.

The committee plans to investigate these disparities and present recommendations to end inequality and civil rights violations stemming from Puerto Rico's



George H. Laws Garcia

territory status.

My recommendation is simple: Congress must pass the Puerto Rico Status Act to give the 3.2 million U.S. citizens a binding vote to choose their political future outside of the colonial territory status.

While the civil rights violations highlighted in the memorandum are not making national headlines, the situation in Puerto Rico is dire, with more than 700,000 people leaving due to inequality and lack of opportunities, tearing apart families and communities.

One cause of this outmigration highlighted in the memorandum is Puerto Rico's unequal treatment under Medicare, which has deprived residents on the island of quality care due to local health-care professionals receiving reimbursement rates "43 percent below the national average."

As Puerto Rico works to recover from the devastating natural disasters and fiscal and political crises of recent years, all Americans must take notice of the pressing need to address the civil rights violations being perpetuated by Congress on behalf of the American people to their fellow U.S. citizens in Puerto Rico. Voters in Puerto Rico have spoken up at the polls demanding change and an end to the territory status three times in the last decade. Continuing to ignore them is a price too high to pay in the fragile state of American democracy.

There remains time for Congress to listen to voters on the island by passing the Puerto Rico Status Act, which, if passed, would allow America to reconcile its colonial history with Puerto Rico. Now it's time for all Americans who believe in the fundamental promises of American democracy, equality and justice to have their voices heard by Congress to support and pass this legislation. The civil rights of your fellow U.S. citizens depend on it, and so does the future of American democracy.

George H. Laws Garcia is the executive director of the Puerto Rico Statehood Council — PR51st and a former acting director of the Puerto Rico Federal Affairs Administration. He wrote this for InsideSources.com.

Statehood would add to US debt, tip power balance

Every so often, whether Puerto Rico should be granted statehood becomes a hot topic, especially inside D.C.'s Beltway. Historically, the people of Puerto Rico have generally voted against becoming the 51st state. However, that has not stopped many from advocating for Puerto Rican statehood, which would assuredly result in two more Democratic senators and a handful of new Democratic representatives.

In 1898, after the Spanish-American War, Puerto Rico was officially designated as an "unincorporated territory," which matters because unincorporated territories, unlike incorporated territories, are not considered to become potential states in the future. Alaska and Hawaii, on the other hand, were granted the status of incorporated territories in 1912 and 1898, respectively. As such, both were granted statehood in 1959.

More important, it would be unwise to make Puerto Rico the 51st state because the island is an economic basket case. Puerto Rico is drowning in more than \$140 billion of debt. If Puerto Rico were to become a state, that \$140 billion would be absorbed by the U.S. government and added to the \$34.5 trillion national debt. The United States spends more than \$1 trillion yearly on interest payments on the national debt, more than we spend on the entire military budget. We cannot afford any more debt.

Unfortunately, the average per-capita income in Puerto Rico is \$24,560. This is significantly lower than the per-capita income in the United States (\$65,423) and well below the per-capita income of Mississippi (\$48,110), which ranks as the poorest state in the nation.

So, if Puerto Rico were granted statehood, the 3.2 million people living on the island would immediately become eligible for all federal social safety net benefits, such as the Supplemental Nutrition Assistance Program. This would add a huge new load to programs like SNAP, which



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are already overburdened and skyrocketing in cost.

On the political front, several potential pitfalls associated with Puerto Rican statehood could create even more problems in the future. First and foremost, if Puerto Rico were to become a state, it would incentivize other territories and the District of Columbia to pursue statehood. This would further upset the delicate balance of political power because it would likely result in total Democratic control of Congress and the executive branch.

As then-Senate Majority Leader Mitch McConnell said in 2019, when the issue of D.C. and Puerto Rico statehood reached an apex in the Democratic-controlled House of Representatives, "They plan to make the District of Columbia a state — that'd give them two new Democratic senators — Puerto Rico a state, that would give them two more new Democratic senators. So, this is full-bore socialism on the march in the House. And yeah, as long as I'm the majority leader of the Senate, none of that stuff is going anywhere."

McConnell is right. If Puerto Rico became a state, it would likely result in decades of Democratic political control.

We also must recognize that granting statehood is an arduous process that necessitates several steps, including a referendum among the people, passage by both houses of Congress, and the signature of the president. Given that Puerto Rico is not an incorporated territory, the people of Puerto Rico seem mostly apathetic on statehood, Congress is unlikely to agree on this issue anytime soon, and there is no guarantee of presidential authorization, it looks like the entire notion of Puerto Rican statehood in the not-too-distant future will simply have to remain a pipe dream.

Chris Talgo is the editorial director at The Heartland Institute. He wrote this for InsideSources.com.

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NOTICE OF PUBLIC HEARINGS

City of Clermont City Council

Petition to Establish the Parkside Trails Community Development District

DATE:

JUNE 11, 2024 (FIRST READING)

JUNE 25, 2024 (SECOND READING)

TIME:

6:30PM

LOCATION:

City Hall – Council Chambers

685 W. Montrose Street

Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, public hearings will be held by the City Council for the City of Clermont, Florida (the "Council") on **June 11, 2024 (Fist Reading)** and **June 25, 2024 (Second Reading)**, both at 6:30 p.m., in the **City Hall – Council Chambers, 685 W. Montrose Street, Clermont, Florida, 34711**, to consider the following proposed Ordinance 2024-025:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS PARKSIDE TRAILS AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF 1980, AS CODIFIED IN CHAPTER 190, FLORIDA STATUTES; ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN CHAPTER 190, FLORIDA STATUTES; AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND REPEAL, EFFECTIVE DATE, AND RECORDING.

The proposed Parkside Trails Community Development District (the "District") is comprised of approximately 255.32 acres, generally located north of Schofield Road, east of 5 Mile Road, south of W. Phil C. Peters Road, and west of the Orange County line, as further depicted in the attached map. The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: stormwater improvements, roadways, water and wastewater utilities, lift station and forcemain, reclaimed water main utilities, reclaimed well and pump infrastructure, hardscape, landscape and irrigation, offsite utilities, undergrounding of electric, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Petition. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 394-4081 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 394-4081.

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Clerk's Office, 685 W. Montrose Street, Clermont, Florida, 34711.

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