



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
5:30 PM, Tuesday, June 24, 2025**

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

Juneteenth Art and Essay Participants

PUBLIC COMMENT

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 June 10, 2025 council meeting minutes.

Item No. 2 - Grant Writing Services
Application Request

Consider approval to submit a grant application to the Environmental Protection Agency to address damages sustained from Hurricane Helene.

Item No. 3 - Sole Source Approval
Neptune Water Meters and Equipment

Consider approval of a single/sole source purchase from Ferguson Enterprises, LLC. to acquire Neptune water meters and systems, data collector equipment, related accessories, and repair services.

Item No. 4 - Contractor Transfer of Liability
Vehicle Equipment and Installation Services

Consider contractor name change approval from Public Safety Supply, LLC to Dana Safety Supply, Inc.

Item No. 5 - Piggyback Term Contract
Facility Security Systems

Consider approval to piggyback the Sourcewell Term Contract No. 121024 with Convergent Technologies, LLC for Facility Security Systems.

Item No. 6 - Piggyback Term Contract
Hydrant and valve maintenance, repair, and replacement services

Consider approval to piggyback the Town of Longboat Key Term Contract No. IFB 24-091 with R&M Service Solutions, LLC.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
5:30 PM, Tuesday, June 24, 2025**

Item No. 7 - Piggyback Term Contract
*Hydrant and valve maintenance, repair, and
flushing services*

Consider approval to piggyback the
Seminole County Term Contract No.
IFB-604913-24/LAS with HydroMax
USA, LLC.

Item No. 8 - Piggyback Term Contract
Fire Dept.

Consider piggyback approval of City of
North Port Term Contract No. RFQ
2025-22 with On-Scene Repairs &
Maintenance, LLC to provide brush
truck, ambulance, and fire apparatus
repair, maintenance, and upfitting
services.

Item No. 9 - Imagine Charter School Resource
Officer Agreement

Consider approval of the Education
Charter Foundation Agreement for the
SRO Program from August 11, 2025,
through May 29, 2026.

Item No. 10 - Resolution No. 2025-017R
Department of Governmental Efficiency Team

Consider cooperation with the Florida
DOGE Task Force.

Item No. 11 - Task Order
Powell Studio Architecture

Consider Task Order approval with
Powell Studio Architect, LLC to
provide professional services for the
expansion and renovation of Fire
Station #2 for a total budgeted amount
of \$162,450.

UNFINISHED BUSINESS

Item No. 12 - Ordinance No. 2025-011 *Final*
Heritage Square Florida Rezone

Consider rezoning vacant property
located at 12th Street & State Road 50
from PUD & M-1 Industrial to C-2
General Commercial.

Item No. 13 - Ordinance No. 2025-022 *Final*
963 W. Juniata Street SSCPA

Consider a request for a small-scale
comprehensive plan amendment to
change from Medium Density
Residential to Residential/Office.

Item No. 14 - Resolution No. 2025-011R
963 W. Juniata Street CUP

Consider a request for a Conditional
Use Permit to allow a professional
office in the R-3
Residential/Professional Zoning
District.

Item No. 15 - Ordinance No. 2025-024 *Final*
Code Enforcement Special Magistrate

This item has been withdrawn.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
5:30 PM, Tuesday, June 24, 2025**

NEW BUSINESS

- | | |
|---|--|
| Item No. 16 - Variance Request
<i>739 10th Street</i> | Consider requests to allow a rear yard setback reduction and an increase in maximum impervious surface coverage. |
| Item No. 17 - Variance Request
<i>1070 Chestnut Street</i> | Consider variance request to allow a front yard setback reduction. |
| Item No. 18 - Variance Request
<i>931 West Montrose Street</i> | Consider requests to allow a secondary accessory dwelling unit and a rear yard setback reduction. |
| Item No. 19 - Lumberyard/ Row House Paving | Consider parking lot options. |
| Item No. 20 - 650 W. Montrose Street Property Discussion and Action | Consider options for city-owned building and property. |
| Item No. 21 - Lake Dot Property Discussion and Action | Consider providing direction on a small 6,300-square-foot city-owned parcel. |

REPORTS

ADJOURN

Public Notice

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

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 10, 2025 at 3:00pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00pm with the following Council Members present: Council Members Howard, Myers and Petersen.

Council Member Strange was present via zoom.

Other City officials present were Interim City Manager Van Wagner, City Attorney Waugh, and Deputy City Clerk Wisniewski.

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain Michael Saxe gave the invocation, followed by the Pledge of Allegiance.

ADMINISTRATION OF OATH OF OFFICE OF CHIEF OF POLICE

City Clerk Howe administered the Oath of Office to Police Chief Graczyk.

PRESENTATIONS

Police Department Awards and Check Presentation

Police Chief Graczyk and newly appointed Deputy Chief McMaster presented the following awards.

Officer Susannah Wray received 2024 Officer of the Year. Officer Wray demonstrates exemplary service, unwavering dedication and a profound commitment to the values and missions of the Clermont Police Department. She works diligently and dedicates hours, days and weeks to her investigations.

The 2024 Supervisor of the year was presented to Sergeant Dennis Hall. Sergeant Hall's exceptional leadership, dedication and hands on approach have significantly enhanced the performance and effectiveness of the Crime Suppression Unit. He is a hands on leader who provides guidance and support.

The Medal of Valor was presented to Sergeant Dennis Hall, Corporal Jimmie Harper, Officer Kevin Guy, Officer Anthony Burgos, Corporal Alex Aponte and Corporal Jeremy Gustafson. This medal is presented to officers who have shown exceptional bravery at imminent risk of serious bodily injury or for exceptional courage for performing a voluntary act in an extremely dangerous situation. These officers were first on scene for a call for service where they encountered a person who shot at them.

Detective Clark thanked the City and citizens for supporting the Honor the Fallen5K. This year the Clermont Police Department along with partners in the community were able to raise nearly \$20,000.

The funds were split between two nonprofits, Code 4 initiative and Concerns of Police Survivors.

President Bria Barry, Concerns of Police Survivors spoke about the organization and how to funds provided to them assists in their mission to help families.

Bulk Sanitation Pick Up and Stormwater presentation.

Public Services Assistant Director Maiworm spoke about bulk collection sizes and the rates that were established by resolution. He spoke about excessive amounts and explained that any bulk trash over three cubic yards is called in to a supervisor who comes out to the property to measure and then provide a quote to the resident for pickup.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Mayor Murry stated that if residents have over the allowed amount they can put out a little each week and it would be free opposed to putting it out at once and being charged. He questioned being able to provide the service free for residents regardless of the size.

Discussion ensued on the possibility of having a flat fee for excessive amounts versus quoting residents based on the amount of bulk trash, having a certain time of the year where bulk trash pickup is free no matter the size. Council also discussed the financial cost on the City having multiple staff members assisting with measuring and quoting anything over the three cubic yards.

Council shared their ideas on how to handle the bulk trash pickup. Staff will look into different options and come back to Council.

Public Services Assistant Director Maiworm shared the annual storm water presentation. He shared activities the City is doing to ensure the lakes, rivers and streams are clean and maintained. He spoke about the MS4 permit and what that entails as well as the education staff provides to residents about pollutants and what constitutes an illicit discharge.

Mayor Murry stated that he was made aware that the wastewater treatment plant is ahead of schedule.

Public Services Director Brunson stated that the project is three months ahead of schedule. He spoke about the Lakeshore project which is currently in the design phase.

PROCLAMATION

Deputy City Clerk Wisniewski read proclamations for Small Business Saturday and Faith and Family Month.

PUBLIC COMMENT

Cyn Doyle, 1020 Minnehaha Ave – spoke about events in Clermont as well as Council meeting times.

John Tidona, 3611 Briar Run Drive – spoke about design standards and requested Council consider a twelve-month moratorium on new construction.

Jeff, Manager at Animal League Thrift Shop, 770 Montrose – expressed concern with the bars in the downtown area

Charlene Forth, 939 W. Desoto – expressed concern with meeting times.

Devin Marie, Mandarin Drive – expressed concern with the playgrounds in the city. Requested more playgrounds with sun covers.

Daryl Woodhouse, 2010 Sunset Lane – expressed concern with traffic on Lakeshore Drive approaching Hooks Street.

Jenny May, 4062 Greystone Drive – inquired about the completely chopped and trimmed trees on 12th Street.

Bryan Bain, 245 Nautica Mile Drive – spoke about Council working together.

Paula Hoisington, 564 E. Desoto Street – urged Council to reconsider the meeting time and return to 6:30 pm. Inquired about appealing decisions made by Council.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Mike Cramer, Nautica Mile Drive – thanked the city for cleaning up after hurricane and spoke about RJ’s, who assisted them with picking up bulk aluminum from lake.

Council Member Howard informed the public that Paradise Park is a privately owned park. He inquired if Council thought about the possibility of going into a public private partnership for the park.

AGENDA CHANGES

Interim City Manager Van Wagner informed the Council of the following agenda change:

Item No. 6 – Ordinance No. 2025-011, *Heritage Square Florida Rezoning Final*

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.

Deputy City Clerk Wisniewski read the title aloud.

Interim City Manager Van Wagner informed the Council this is a request to table the item to June 24, 2025.

Council Member Petersen motioned to table Item No. 6 Ordinance No. 2025-011, Heritage Square Florida Rezoning to June 24, 2025; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

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 May 27, 2025, Council Meeting Minutes.

Item No. 2 – Plat Approval

Consider approval of Phase 3 plat of Parkside Trails for 245 residential lots.

Item No. 3 – Plat Approval

Consider approval of Wellness Ridge Phase 4 plat for 181 residential lots.

Item No. 4 – Piggyback Purchase
Fire Station 3 Generator

Consider approval to purchase under the Florida Sheriffs Association Contract No. FSA23-EQU21.0 with GenServe, LLC to replace a generator in the budgeted amount of \$117,270.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 5 – **Resolution No. 2025-016R**
Emergency Declaration Authority

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

Jenny May pulled Item 1.

Council Member Strange pulled Items 2 and 3.

Council Member Howard motioned to approve Consent Agenda Items 4 and 5; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 1 – Meeting Minutes

Jenny May, 4062 Greystone Drive – expressed concern with missing information regarding the Comprehensive Plan in the minutes.

City Attorney Waugh stated that the minutes were revised before the Council meeting and Council was provided the updated version to approve.

Council Member Strange expressed her desire for the public to have access to information Council is provided in their supplemental folders prior to a meeting.

Discussion ensued on different avenues for the public to have access to information that is provided in the supplemental folder for meetings.

Interim City Manager Van Wagner stated that he was happy to move in whichever direction Council would like and suggested tabling the item to the next agenda.

Jenny May, 4062 Greystone Drive – suggested showing any updated information on the screen so the public could see what Council is looking at.

Council Member Petersen motioned to move the item to the next meeting.

Council Member Howard inquired if the software used for agendas has the capability to show an updated version in real time.

Deputy City Clerk Wisniewski stated that there is the capability to publish a revised agenda to the public.

Discussion was had on how to notate which items were updated and requested Interim City Manager Van Wagner discuss with staff on how to provide supplemental information to the public.

Council Member Strange motioned to approve the minutes as amended and provided in the supplemental packet; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

Item No. 2 – Plat Approval

Council Member Strange stated that the plat design is not family friendly, there are no sidewalks, school space, open space or grocery space and she feels it is not good for the citizens of Clermont.

Mayor Murry opened public comment.

John Tidona, 3611 Briar Run Drive – spoke in opposition of the item.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Charlene Forth, 939 W. Desoto – inquired who placed the item on the consent agenda.

Interim City Manager Van Wagner stated that he works with staff to place items on the agenda.

Aaron Struckmeyer, Pulte Home Company - clarified that the sidewalks are in the right of way and not every detail is depicted on the plat. There are engineering details that are part of the construction plans and Preliminary Site Plan which was previously approved.

Mayor Murry closed public comment.

City Attorney Waugh asked Mr. Struckmeyer if he received a copy of the document Mr. Tidona provided to Council and made sure he received one.

Mayor Murry stated that this project was approved years ago and Council has to move forward.

City Attorney Waugh explained when there are standards for plats and the plat meets those standards it becomes more administrative. There may be some negotiations but if it fits the clear standards then not approving the plat is potentially a reversible error on appeal.

Council Member Strange motioned to deny because she doesn't think this is consistent with the interest of the public, of the citizens of Clermont.

Council Member Howard stated that he would like some answers before the motion is seconded. He inquired if this project meets the Wellness Way Comprehensive Plan and form based code.

Development Services Planner Kruse informed Council that the development received a Planned Unit Development approval. As part of the review they were held to the Wellness Way design standards. Before Council is a plat which is a creation of the lots, there are other mechanisms that do not go to Council for approval such as Site Plan approval that details open space and sidewalks.

Development Services department recommended approval of the plat because it met Florida Statute 177 for plat approval.

Council Member Howard asked City Attorney Waugh if they could deny the plat if the development meets the design standards.

City Attorney Waugh recommended against denying the plat.

Mayor Murry reminded everyone that Wellness Way has its own set of ordinances that are different from the rest of the City.

Discussion ensued on denying the plat while the preliminary site plan and other parts of the development have been approved.

City Attorney Waugh advised that when a plat meets standards he recommends against denial.

Council Member Strange stated that her stance is still the same and her motion remains the same.

Motion died from lack of a second.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Strange asked what this development will do to the six-minute response time that the Fire Department currently has and that being grounds to deny. Council Member Howard said that cannot be a reason to deny a plat that may be able to be done at build and collecting impact fees.

Council Member Howard requested that Interim City Manager Van Wagner provide all Council Members with the Wellness Way design standards.

Council Member Strange reiterated her opposition with the development. There are wellness concerns, safety concerns on the response time. She said she did not hear anything about this development meeting standards. She told Council that she did not hear anyone state they like this project the way it is designed; she has found an out based on the health and wellness and the wellbeing of the citizens.

Mayor Murry stated that this was approved years ago and he does not feel Council has the right to change things in the middle.

Council discussed emergency response times and Fire Stations in Wellness Way.

Council Member Howard motioned to approve Item No. 2 Plat Approval; seconded by Council Member Myers.

Council Member Petersen asked if emergency response times can be a basis for denial of a plat.

City Attorney Waugh stated that it is not a basis per Chapter 119 of Clermont City Code which lists the standards of approving a plat.

Interim City Manager Van Wagner informed Council that the City received a check from Pulte which will go towards the Fire Station in Wellness Way. There are agreements in place with this development.

Passed 4-1 with Council Member Strange opposing.

Item No. 3 – Plat Approval

Council Member Strange stated that she had the same concerns with this item as the last.

Mayor Murry opened public comment.

John Tidona, 3611 Briar Run Drive – expressed concern with traffic and overpopulation.

Charlene Forth, 939 W. Desoto – spoke in opposition.

Vincent Niemiec, Regency Hills – expressed concern with developers receiving approvals based on promises that are not done.

Cyn Doyle, 1020 W. Minnehaha – spoke about the growth not being responsible and creating traffic.

Lane Register, Lennar Homes – The Planned Unit Development was approved November 2019. The Plat is consistent with the Planned Unit Development, subsequent Preliminary Site Plan approval and Florida Statute 177.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Jenny May, 4062 Greystone Drive – is there an expiration on plat approval.

City Attorney Waugh stated that he is not aware of an expiration date on the plat.

Council Member Howard stated that the property was annexed into the City as a non-conforming property with development rights from Lake County. Council has a responsibility to not put the City into litigation.

Council Member Strange said that Council should do the right thing for the citizens and fix what is in front of them and not make schools and roads worse. She has confidence in City Attorney Waugh and Interim City Manager Van Wagner to figure it out and the first step toward that is denial.

Mayor Murry stated that he does not want to put the City in a position of a lawsuit. Some of the traffic comes from Groveland and Minneola and we cannot stop that.

Council Member Strange said that Clermont can put solutions in place and employment opportunities and walking opportunities so the residents do not have to use the roads.

Devin Marie, Mandarin Drive – we need to stand against developers.

Paula Hoisington, 564 E. Desoto Street – consent agenda says non-controversial items, this item is not non-controversial.

Patrick Bianchi, 810 W. Montrose Street – the City has an Attorney who can defend them. Encouraged Council to create sunset laws within Ordinances.

Mayor Murry closed public comment.

Discussion ensued on this plat being phase four of the project and finishing the development in the way that Wellness Way was envisioned.

Development Services Planner Kruse stated that this is phase four of the development. There is a pattern of the plats being on the Consent Agenda for approval. In the future, plats can be under New Business on the agendas. The Planned Unit Development addresses open space, and trails.

Mayor Murry stated that the development met the requirements at the time. If Council wants change then the City Code needs to be updated.

Council Member Strange motioned to deny the item in the interest of public infrastructure, health and welfare; seconded by Council Member Petersen. Motion failed 2-3 with Council Member Howard, Council Member Myers and Mayor Murry opposed.

Council Member Howard stated that the way to combat this in the future is to have a Joint Planning Agreement with Lake County that is in the City's favor.

Council Member Howard motioned to approve Item No. 3; seconded by Council Member Myers. Passed 3-2 with Council Member Strange and Council Member Petersen opposed.

Discussion ensued on the Joint Planning Area Agreement and the meeting scheduled as well as having sunsets on starting construction on projects.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

UNFINISHED BUSINESS

Item No. 6 - This item was addressed earlier in the meeting and tabled to June 24, 2025.

Item No. 7 – Ordinance No. 2025-016, *Vacate ROW Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented the item. The applicant, Brian Hess, is requesting the vacation of a portion of the Short Street right-of-way. The right-of-way is located north of State Road 50 and east of 12th Street.

The portion of Short Street in question is no longer necessary for public access or circulation, as the surrounding parcels have been reconfigured and redeveloped over the years. Carroll Street is being aligned as part of the Community Benefit Agreement with the Lumberyard project and this will provide an improved east/west connection from 12th Street.

The vacation request is only along the applicant's property and does not affect access to the properties to the west and does not impact public access or services. As a part of the vacation request, Public Services is requesting a utility easement to ensure access to current utilities that serve the applicant's property.

Staff recommends approval of vacating a portion of Short Street right-of-way, as outlined in Ordinance 2025-016 along with the utility easement in your supplemental folder.

The applicant, Brian Hess stated that he was available for questions.

Mayor Murry opened public comment. No comments. Mayor Murry closed public comment.

Council Member Howard spoke about vacating the right-of-way on the road that comes off 12th Street.

Development Services Director Henschel stated that they have approached the property owner and they had no interest. Vacating the road is not an option as the asphalt is not split down the middle and that property would not have access to the full road.

Council Member Howard motioned to approve Item No. 7 Ordinance No. 2025-016, Vacate Right of Way Final; seconded by Council Member Myers. Passed 4-1 with Council Member Strange opposed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 8 – Ordinance No. 2025-023, *Vacate ROW Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING PROPERTY AS DESCRIBED IN DEED BOOK 357, PAGE 17, AND DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND PHYSICALLY LOCATED ON WELLNESS WAY WITHIN THE CITY OF CLERMONT AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The applicant, LSMA Wellness, LLC, is requesting the vacation of a segment of a public right-of-way located within the pending Wellness Ridge Phase 4 Plat. The subject right-of-way is situated north and south of Wellness Way and east of U.S. 27, in proximity to the existing and future residential areas being developed as part of the overall Wellness Ridge Planned Unit Development.

The right-of-way, which is approximately 30 feet in width, was deeded in 1954 to Lake County and never acted upon by Lake County. The right-of-way is an undeveloped strip of land that was transferred to the City through a road transfer agreement (under County Resolution 2025-45 on the 22nd of April of this year.) The right-of-way was never improved or utilized for vehicular access. The right-of-way needs to be vacated in order for the Wellness Ridge Phase 4 Plat to be recorded.

The proposed vacation will not impact public access or infrastructure needs and staff recommends approval of Ordinance 2025-023.

Lane Register, Lennar Homes was present on behalf of the applicant and available for questions.

Mayor Murry opened public comments. No comments. Mayor Murry closed public comments.

Council Member Strange asked about the standards for approval or denial of a vacation of a right-of-way.

City Attorney Waugh stated you can approve if you feel it is in public interest or deny if it is not in the public interest.

Council Member Strange expressed her concern with giving public owned land to private property owners.

Council Member Strange motioned to deny Item No. 8 as she believes it is against the public interest. Motion died for a lack of a second.

Council Member Howard motioned to approve Item No. 8 Ordinance No. 2025-023, Vacate right of way Final; seconded by Council Member Petersen. Passed 4-1 with Council Member Strange opposed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 9 – Ordinance No. 2025-019, Ivey Ridge Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on November 8, 2022. The property is being developed and will be receiving wastewater services from the City. The property, approximately 60.51 acres, was approved for 155 residential single-family dwelling units in the Planned Unit Development. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is Planned Unit Development and the current future land use is Urban Low in Lake County. In order to expedite the process, staff recommends approval of annexation Ordinance 2025-019.

Mayor Murry opened public comments.

Devin Marie, Madarin Drive – expressed concern with the traffic and the endangered species fleeing the area.

Mayor Murry closed public comments.

Council Member Howard stated that the project will get built, the City annexes the property and collects the Impact Fees for the services we will be providing or it stays in the County and the City gets nothing and still provides the services.

Mayor Murry informed the public that the City provides services due to an agreement with Lake County.

Council Member Howard motioned to approve Item No. 9 Ordinance No. 2025-019, Ivey Ridge Annexation Final; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry informed the public that if gopher turtles are found on the property they must be removed prior to beginning construction.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 10 – Ordinance No. 2025-020, *McKinnon Groves Annexation Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on October 25, 2022. The property is being developed and will be receiving water and sewer services from the City.

The property, approximately 357 acres, was approved for a maximum of 660 single-family dwelling units and a minimum of 48 acres of non-residential development, which is approximately 520,000 square feet of commercial, office/personal services, and public/institution uses. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. In order to expedite the process, staff recommends approval of the revised annexation Ordinance 2025-019 that expressly makes it clear in the event of a conflict, the terms of the Planned Unit Development control over the City Code. The document is provided in the supplemental folder.

Council Member Strange requested City Attorney Waugh speak on the change in the Ordinance.

City Attorney Waugh the language was already implied, this states that.

Mayor Murry opened public comments.

Vincent Niemiec, Regency Hills – spoke about traffic on Hartwood Marsh Road.

Chris Roper, Akerman Law Firm – spoke about the revisions to the annexation to capture what was implied. Requested to move the annexation date to 14 days versus the 90 days to submit permits through the City and not the County.

Mayor Murry closed public comments.

Council Member Strange asked Mr. Roper if the annexation includes all properties or just a portion of the property listed as McKinnon Groves.

Mr. Roper stated that annexation includes the entirety of the property which includes residential and commercial.

Discussion ensued on where commercial buildings will go on the property, the wildlife corridor, Wellness Way standards and the land for a Fire Station.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Howard explained where the piece of property is located and development of the surrounding properties.

Council Member Howard motioned to approve Item No. 10 Ordinance No. 2025-020, McKinnon Groves Annexation Final; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 11 – Resolution No. 2025-015R, *Employee Policy Amendment & 4-10-hour day work week Adoption*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING, RESTATING, AND READOPTING THE EMPLOYMENT POLICIES MANUAL IN IT'S ENTIRTY; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Human Resources Director Ohlinger reviewed highlights of the updates to the Employee Policies Manual along with the implementation of a compressed work week.

Some of the highlights included tuition reimbursement, timekeeping, callout, working out of class and leave pay, performance evaluations, grievance process, and a compressed work week consisting of four ten hour days and City Hall being closed on Fridays.

Council Member Strange stated that there are a lot policy issues with this item and it has not been workshopped by Council. She requested the item be tabled and addressed during the budget workshops to evaluate how these proposals will affect the budget and operations for the upcoming fiscal year.

Council Member Strange motioned to table Item No. 11 to be discussed during the budget workshop cycle; seconded by Council Member Petersen.

Council Member Strange stated that staff can present these changes as they present their budget proposals.

Mayor Murry opened public comment.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding some of the changes and asked if there was an employee survey.

Deputy City Manager Matthys stated that the employees were notified and asked beforehand.

Bryan Bain, 245 Nautica Mile Drive – expressed concern with closing City Hall on Fridays and inquired if the community was involved with the proposed schedule.

Paula Hoisington, 564 E. Desoto Street – expressed concern with a day of no services and the grievance process.

Mayor Murry closed public comment.

Discussion ensued on the employee's opinion on the schedule, the start date of the compressed work week and the time since some of the policies have been addressed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Howard suggested policy brought to Council over time so the policies stay current.

Council discussed amending the motion to a specific day or being able to table for this to be discussed over the whole budget process by each department.

City Attorney Waugh suggested to motion to postpone indefinitely therefore no specific date is required.

Council spoke about the agenda for the next workshop.

Council Member Strange motioned to postpone indefinitely; seconded by Council Member Howard.

Council Member Howard suggested scheduling a workshop on July 15. Interim City Manager Van Wagner requested the July workshops begin at 9:00 am.

Passed unanimously 5-0 with all members present voicing aye.

Item No. 12 – Ordinance No. 2025-022, 963 W. Juniata Street SSCPA Intro

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.

Deputy City Clerk Wisniewski read the title aloud.

Mayor Murry opened public comment.

Charlene Forth, 939 W. Desoto – spoke in opposition of the item.

Mayor Murry closed public comment.

Council Member Howard motioned to introduce Item No. 12 Ordinance No. 2025-022, 963 W. Juniata Street SSCPA; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 13 – Ordinance No. 2025-024, *Code Enforcement Special Magistrate Intro*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE II, “CODE ENFORCEMENT AND NUISANCE ABATEMENT”, DIVISION I, “GENERALLY”, SECTION 1-41 “INTENT OF ARTICLE”, PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT SPECIAL MAGISTRATE; AND AMENDING SECTION 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM AND NUISANCE ABATEMENT SYSTEM”; RENUMBERING SECTION 1-43 “SUPPLEMENTAL ENFORCEMENT”; AND AMENDING DIVISION II, “CODE ENFORCEMENT BOARD”, SECTION 1-75, “CREATED; JURISDICTION; ENFORCEMENT BY COURTS”; SECTION 1-76, “APPOINTMENT AND QUALIFICATIONS”; SECTION 1-77 “COUNSEL NAMED”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Mayor Murry opened public comment.

Vincent Niemiec, Regency Hills – questioned the change from the board to a Special Magistrate.

Linda Camps, 1360 Camden Court – spoke in opposition.

Charlene Forth 939 W. Desoto – spoke in opposition.

Mayor Murry closed the public comment.

Discussion ensued on issues with the Board, moving meetings to every month versus every other month, keeping the Board for Code Enforcement and moving to Special Magistrate for the Nuisance Abatement Board and advertising for the open seats on Code Enforcement Board.

Council Member Howard motioned to postpone Item No. 13 Ordinance No. 2025-024, Code Enforcement Special Magistrate Intro; seconded by Council Member Myers.

Council Member Strange left the meeting.

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

Council Member Myers requested a three-minute time limit during reports.

Council Member Petersen motioned for reports to have a three-minute time limit and can be extended if there is a majority that accepts the extension; seconded by Council Member Myers. Passed 3-1 with Mayor Murry opposed.

REPORTS

CITY MANAGER REPORT

Interim City Manager Van Wagner –

- June 17 Council Workshop scheduled for 3:00 pm.
- Requested starting the July Budget Workshops at 9:00 am.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Councils consensus was to start all three workshops at 9:00 am.

- Lake County has been looking at property on Hooks Street for an apartment complex and requested consensus to draft a letter to Lake County opposing the proposed density of nineteen units per acre.

Council gave consensus to send an opposition letter.

Deputy City Manager Matthys informed Council that Lake 100 is putting together a City/County service delivery efficiency and equitable cost allocation study. They have hired Richard Levey and are working with Lake County and all the Cities to look at all the different services provided by the Cities and Lake County that use shared taxes. Lake County has agreed to pay for half of the study and are asking for the Cities to collectively pay for the other half. All of the cities that were represented at the City Managers meeting have agreed to participate in the study and all but one have agreed provide funding.

Lake 100 is looking for participation and funding between \$2,500 to \$5,000. He was looking for consensus on participation and funding up to \$5,000.

Councils consensus was to move forward with participation and funding up to \$5,000.

- June 14 is the wine stroll downtown.
- June 15 is Brews and BBQ
- June 21 Juneteenth at Waterfront Park.

Mayor Murry requested Interim City Manager Van Wagner look into a traffic study and speed limit on Lakeshore and Hooks. Interim City Manager Van Wagner stated that Police Chief Graczyk met with the gentleman who spoke about that.

Mayor Murry requested Interim City Manager Van Wagner look into all the parks and playgrounds in the City to make sure they are all in working order.

Discussion was had regarding Paradise Park and that it is privately owned.

Mayor Murry inquired on who places items on the consent agenda. Interim City Manager Van Wagner explained that staff recommends items to be placed on the consent agenda but he has the final decision.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Florida legislature passed a law that as of July 1 will preempt some City laws. Working on a repeal.
- The language for appeals is standard language. Appeals can take different forms. Quasi-judicial decisions provide 30 days to appeal and will need to generate a transcript. Declaratory judgement action has four years to appeal.
- Clermont has laws on solicitation in medians.

CITY COUNCIL REPORT

Council Member Howard – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Myers –

- Attended the Thrive Clermont pop-up. They need a regular meeting place and stated that the city had previously given them grants.

Mayor Murry stated that he would like to see Youth Council brought back to the City.

Council Member Petersen –

- Inquired if Clermont parking requirements cover a lake county project. They do not.
- Spoke about advertising for Code Enforcement Board.

Mayor Murry –

- Requested City Attorney Waugh explain the policy on off duty officers and worker's compensation.

City Attorney Waugh provided different examples of determining in the line of duty or off duty when an officer is injured.

- Spoke about loud music at Waterfront Park. City Attorney Waugh stated that the City has a noise ordinance. The City itself is exempt as are permitted events.
- Florida League of Cities luncheon will be Friday in Fruitland Park.
- Caribbean Jerk Festival was huge success.
- Thanked everyone who came out for the Mayors Luncheon.
- Requested an update on the contract with South Lake Chamber of Commerce and the Clermont City Center.

Interim City Manager Van Wagner stated that the contract has been signed and takes effect July.

- Spoke about an exit on Hill Street from the plaza with Planet Fitness.

Development Services Director Henschel stated that a condition of their development was that there was no exit on Hill Street.

- The trees being trimmed around the City are the utility companies, the City has no control.
- Meeting times, can be addressed at a later date
- Stated that there are about 15 drinking establishment's downtown and suggested a moratorium on alcohol in downtown. Requested staff look at the hours of business in downtown.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

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

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Grant Writing Services <i>Application Request</i>		
Requested Action		
Requesting approval to submit a grant application to the Environmental Protection Agency to address damages sustained from Hurricane Helene.		
Staff Report		
In the aftermath of Hurricanes Helene and Milton in 2024, the federal government allocated \$3 billion for storm event relief, specifically to fund community water infrastructure improvements. Florida is scheduled to receive \$1.6 billion from this allocation, available to portions of the state within the disaster declaration for those events. Lake County falls within the designated area, and Clermont is therefore eligible to receive grant funding through this program to address our water, wastewater, and/or stormwater infrastructure needs. Although the funding will be disbursed through Florida's State Revolving Fund (SRF) programs, it is a new program handled separately from the traditional SRF application process and award criteria, and with a much higher percentage of principal forgiveness (grant). Staff have had preliminary discussions with Woodard & Curran about developing applications for this funding on the City's behalf. This is a specific area of their expertise, and through this same program last year, Woodard & Curran helped secure \$166 million – entirely in grants - for projects in five (5) Florida communities, including Mascotte, Groveland, and Montverde. The application cycle closes on June 30, so applications must be submitted to FDEP by the end of this month. Funds from this program are not limited to recovery from these storms only, but also to help improve resilience to such events in the future. Typical project scopes for this funding align with needs identified, including additional/redundant water treatment, storage and distribution system capacity, and wastewater collection system improvements. Staff therefore request Council approval to work with Woodard & Curran to complete and submit these funding applications on the City's behalf. Woodard & Curran, Inc., one of seven on-call professional engineering services contracts (2020-98), will conduct the grant-writing services for this application at no cost to the city.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SA-HMW Implementation Memorandum_signed	SA-HMW Implementation Memorandum_signed.pdf	
2. FL_DisasterDeclarationArea_HurrMilton_2024	FL_DisasterDeclarationArea_HurrMilton_2024.pdf	



OFFICE OF WATER
WASHINGTON, D.C. 20460

March 13, 2025

MEMORANDUM

SUBJECT: Award and Implementation of the 2025 State Revolving Fund Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW)

FROM: Jennifer L. McLain, Director **JENNIFER** Digitally signed by JENNIFER MCLAIN
Office of Ground Water and Drinking Water **MCLAIN** Date: 2025.03.13 12:43:42 -04'00'

Andrew D. Sawyers, Director **ANDREW** Digitally signed by ANDREW SAWYERS
Office of Wastewater Management **SAWYERS** Date: 2025.03.13 14:59:06 -04'00'

TO: Water Division Directors
Regions III, IV, and IX

I. BACKGROUND

On December 21, 2024, the American Relief Act, 2025, P.L. 118-158, ("the Act") became law. The funding for the Environmental Protection Agency (EPA) in Title VII of the Act includes \$3 billion in disaster relief supplemental funding for the State Revolving Fund (SRF) programs: \$1.23 billion for the Clean Water State Revolving Fund (CWSRF) programs and \$1.77 billion for the Drinking Water State Revolving Fund (DWSRF) programs, available only to states or territories in EPA Regions 3, 4, and 9 for wastewater treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and the Hawai'i wildfires. Only the States of Florida, Georgia, Hawai'i, North Carolina, South Carolina, Tennessee, and Virginia (hereinafter "the states") are eligible to apply for these CWSRF and DWSRF supplemental funds. The Act gives EPA the authority to retain up to \$5 million of the funds from this appropriation for management and oversight.

The Act also appropriated an additional \$85 million in supplemental funding for the CWSRF program to improve the resilience of decentralized wastewater treatment systems, available only to states or territories in EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton. Only the States of Florida, Georgia, North Carolina, South Carolina, Tennessee, and Virginia are eligible to apply for these CWSRF supplemental funds. The Act gives EPA the authority to retain up to \$3 million of the funds from this appropriation for management and oversight.

For ease of reference, EPA will refer to this supplemental appropriation as the SA-HMW (Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires).

This memorandum describes how EPA will award and administer SA-HMW capitalization grants to the eligible states. Nothing in this document is meant to conflict with or supersede the 2025 American Relief Act, Office of Management and Budget Guidance, or any capitalization grant terms and conditions.

Funds will remain available for obligation to the states for the fiscal year in which they are appropriated and the following fiscal year, per the Clean Water Act (CWA) and the Safe Drinking Water Act (SDWA).¹ Therefore, the states must apply for and receive SA-HMW capitalization grant award(s) from EPA by the end of fiscal year 2026 (September 30, 2026). Once EPA obligates the capitalization grants to the states, the funds will be available to the states to provide assistance to eligible projects. The states must make commitments (i.e., they must sign assistance agreements, such as loans, with eligible recipients) within one year after the receipt of each capitalization grant payment from EPA.²

For projects to be eligible for the \$3 billion SA-HMW funds to the SRFs, they must be SRF-eligible and have the purpose of reducing flood or fire damage risk and vulnerability or enhancing resiliency to rapid hydrologic change or natural disaster. EPA has tools available to assist communities and states in achieving these goals. EPA's free [Water Technical Assistance \(WaterTA\)](#) initiatives and resources can support communities in identifying water infrastructure challenges, developing plans, and applying for federal funding. EPA also has practical tools, training, and technical assistance to increase resilience to weather variability available through the [Creating Resilient Water Utilities \(CRWU\)](#) initiative.

States will administer these funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. General SRF program information is located at www.epa.gov/cwsrf and www.epa.gov/dwsrf. Local drinking water and wastewater systems (and other eligible assistance recipients) apply for SA-HMW SRF funding directly through their state [CWSRF](#) and [DWSRF](#) programs. Local leaders should direct questions about applications and state program eligibilities to their state SRF managers.

II. APPLICATION REQUIREMENTS FOR SA-HMW CAPITALIZATION GRANT FUNDS

EPA recommends that the states submit capitalization grant applications as soon as possible through www.grants.gov. The states must submit an Intended Use Plan (IUP) and Project Priority List (PPL) for the SA-HMW funding. The IUPs and PPLs must meet existing SRF requirements. Because the SA-HMW's appropriation is for particular purposes, and to be consistent with existing grants regulations and reporting requirements, the states must submit separate grant application(s) for the SA-HMW appropriations and other SRF capitalization grant applications in grants.gov. Each state must receive its

¹ 33 U.S.C. § 1384(c)(1); 42 U.S.C. § 300j-12(a)(1)(C).

² 33 U.S.C. § 1382(b)(3); 40 CFR § 35.3550(e)(1).

SA-HMW grant award by the end of fiscal year 2026 (September 30, 2026) or the funds will be reallocated to other eligible states under this appropriation.³

To accelerate SA-HMW grant awards, EPA will allow the states to apply for conditional and partial awards based on draft IUPs. With conditional awards, if the state and Region have completed negotiations for part of the work plan, the Region may conditionally approve the work plan and obligate the full amount of the award placing appropriate drawdown/payment restrictions for the portion of the work plan not yet approved. This does not prohibit work from beginning on approved activities. All activities must meet state and federal SRF requirements for this appropriation. The states may also apply to EPA for partial awards if the state does not currently have a project list with costs totaling at least the amount of funds available under SA-HMW. EPA will only make a partial award to the state for an amount equal to the total cost of the project list. In the case of a partial award, the state could later amend its grant award to include the remaining funding so long as it is awarded by September 30, 2026. An amended IUP including projects in an amount equal to the remaining funds available to the state under SA-HMW must be submitted by the state to EPA before the grant is amended to award the remaining funds. This includes a revised grant application package through grants.gov.

To receive SA-HMW funding, eligible states must submit the following documents to EPA:

A. INTENDED USE PLAN

The CWA section 606(c) and the SDWA section 1452(b) require states to prepare a plan identifying the intended uses of the funds in the SRF and describing how those uses support SRF goals. States have the flexibility to combine Intended Use Plans (IUPs) and Project Priority Lists (PPLs) for base funding and SA-HMW funding or submit separate IUPs and PPLs for both base and SA-HMW funding. If combined, states must construct the IUPs and PPLs to ensure that EPA and the public can clearly identify base- and SA-HMW-eligible projects, including identifying additional subsidization and funding amounts. The IUPs and PPLs must meet existing SRF requirements. Because of the SA-HMW's appropriations for particular purposes, and to be consistent with existing grant regulations and reporting requirements, states must submit separate grant applications for the SA-HMW appropriations in grants.gov. Projects can be co-funded with other SRF capitalization grants (e.g., base funds, Infrastructure Investment and Jobs Act (IIJA) general supplemental funds), and an existing IUP for the CWSRF or the DWSRF may be amended to reflect this new funding source. A supplemental IUP meeting all SRF requirements in Title VI of the CWA and accompanying regulations, or in SDWA section 1452 and accompanying regulations, as appropriate, will be required for approval of a grant award and release of funds. An IUP must contain the following:

³ 33 U.S.C. § 1384(c)(2); 42 U.S.C. § 300j-12(a)(1)(E).

1. List of Projects: Under CWA section 606(c)(1), the IUP must contain a list of publicly owned treatment works projects on the state's PPL, developed pursuant to section 216 of the CWA, that are eligible for SRF construction assistance. The IUP must also contain a list of the activities eligible under section 603(c) of the CWA, including the nonpoint source and national estuary protection activities that the state expects to fund from its SRF. The list must contain eligible projects for which the total cost of assistance requested is at least equal to the amount of the grant being applied for before a grant can be awarded.

SDWA section 1452(b)(3)(B) requires state IUPs to include a list of projects that are eligible for assistance under SDWA section 1452 and that are to be assisted pursuant to the plan (i.e., a PPL). This list must include: the name of the public water system,⁴ a description of the project, the priority assigned to the project, the expected terms of financial assistance, and the size of the community served. The IUP must contain a fundable list of projects for which the total cost of assistance requested is at least equal to the amount of the grant being applied for. The IUP must also contain a comprehensive list of projects that may receive DWSRF assistance in the future. A state may combine the fundable and comprehensive lists into one list provided that projects which are expected to receive assistance from available funds designated for use in the current IUP are identified.

Projects funded by SA-HMW are subject to the eligibility requirements described in section III below.

2. Additional Elements: Both the CWSRF and DWSRF IUPs must contain proposed assistance terms including interest rates, the short-term and long-term goals of the SRF, and a description of how the state will choose projects consistent with the purposes of the SA-HMW. The IUP must contain a description of the intended uses of the additional subsidization allowance described in section III.D. below. For the DWSRF, the IUP must describe set-aside funds to be taken, if any, and how those are consistent with the purposes of the SA-HMW.

3. Transfers: States choosing to transfer funds between either of the CWSRF and DWSRF capitalization grants received under the SA-HMW must state their intention in their IUP. Any transfers are subject to the statutory limits of the SRFs.⁵ Additionally, for SA-HMW capitalization grants, any transfer will be subject to the SA-HMW requirements as outlined in this memorandum. The use of the CWSRF appropriation for decentralized wastewater treatment systems is restricted to that particular purpose, and there is not a DWSRF appropriation available for this purpose. Therefore, funds cannot be transferred from or to the

⁴ Under the DWSRF, only privately owned and publicly owned community water systems and non-profit noncommunity water systems are eligible for funding. See 40 CFR 35.3520(a).

⁵ 42 U.S.C. § 300j-12 note.

CWSRF decentralized appropriation. States may not transfer SA-HMW appropriations to or from base appropriations.

4. Public Review and Comment: The IUP must contain a statement of how the state met the requirement of CWA section 606(c) or SDWA section 1452(b)(1) for public review and comment on the preparation of the IUP.

5. Draft IUPs for Purpose of Conditional Awards: Some states may complete a supplemental IUP but require additional time to complete public review or approval by boards or state governments. The Agency may award conditional grants to facilitate expeditious use of funds upon final public review and/or approval. To receive a conditional award, a draft IUP must be ready for public review and/or consideration by agency/state government bodies and include the information described above in sections II.A.1 and 2. The Region may conditionally approve the work plan and obligate the full amount of the award placing appropriate drawdown/payment restrictions for the portion of the work plan not yet approved.

6. IUPs for Purpose of Partial Awards: States with a project list less than the amount of funds they are eligible to receive under the SA-HMW may apply for a partial award. The IUP for a partial award must include the information described above in sections II.A.1, 2, and if applicable, II.A.3.⁶ EPA will only make a partial award for an amount equal to the total cost of the project list. An amended IUP including projects in an amount equal to the remaining funds available to the states under SA-HMW must be submitted by the state to EPA before the grant is amended to award the remaining funds. This may require submitting a revised grant application package to the regional grants office. Certain statutory requirements (e.g., additional subsidization and green project reserve) are calculated based on a percentage of the capitalization grant *awarded*. To comply with statutory requirements, states may not apply exclusively for the set-asides or the additional subsidization portion of the capitalization grant.

B. OTHER APPLICATION COMPONENTS

1. SF-424 Application for Federal Assistance, with original signature, including:
 - a. SF-424A, Budget by categories and indirect cost rate
 - b. SF-424B, Assurances for non-construction programs
2. Certification regarding lobbying and SF-LLL (applicable if EPA funds are over \$100,000)
3. EPA Form 4700-4 pre-award compliance review report
4. Detailed itemized budget
5. Copy of negotiated indirect cost rate agreement

⁶ The amount of the total DWSRF capitalization grant, including any portion awarded for set-aside activities, determines the amount of funds that can be reserved and transferred. Funds may be transferred between the CWSRF and DWSRF on a net basis, as long as the statutory 33% ceiling is not breached. See 42 U.S.C. § 300j-12 note. For more details on inter-SRF transfers, see the [SRF Transfer Policy](#).

6. Key contacts form
7. Attorney General's opinion, as required by 40 CFR § 35.3110(d)(2), and 40 CFR § 35.3545(d)
8. If applicable, workplans for set asides

III. SUMMARY OF SA-HMW PROVISIONS

All statutory requirements for the SRFs (e.g., Davis-Bacon, American Iron and Steel), as well as guidance or regulations issued by EPA for the implementation of the CWSRF and DWSRF programs apply unless they are inconsistent with the SA-HMW, the capitalization grant conditions, or the requirements contained in this document. Below are the SA-HMW-specific implementation elements:

A. Funding Amount: Under SA-HMW, Congress appropriated \$3.085 billion to the SRFs: a \$3 billion portion to the CWSRF and DWSRF to eligible states in EPA Regions 3, 4, and 9, and an \$85 million portion exclusively to the CWSRF to eligible states in EPA Regions 3 and 4.

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

As authorized by the Act, EPA will retain \$5 million of this appropriation for management and oversight. The remaining \$2.995 billion is available for additional capitalization grants to the eligible states pursuant to Title VI of the CWA and SDWA section 1452: \$1,227,950,000 to CWSRF and \$1,767,050,000 to the DWSRF.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

As authorized by the Act, EPA will retain \$3 million of this appropriation for management and oversight. The remaining \$82 billion is available for additional capitalization grants to the eligible states pursuant to Title VI of the CWA.

B. Eligible Recipients: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided, That notwithstanding section 604(a) of the Federal Water Pollution Control Act and section 1452(a)(1)(D) of the Safe Drinking Water Act, funds appropriated under this paragraph in this Act shall be provided to States or territories in EPA Regions 3, 4, and 9 in amounts determined by the Administrator of the Environmental Protection Agency for wastewater treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and Hawai'i wildfires...

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided, That notwithstanding section 604(a) of the Federal Water Pollution Control Act, funds appropriated under this paragraph in this Act shall be provided to States or territories in EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton in amounts

determined by the Administrator of the Environmental Protection Agency to improve the resilience of decentralized wastewater treatment systems to flooding, to assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems, and to fund such connections

Consistent with other SRF appropriations for emergency and disaster relief, for the SA-HMW, Congress specifically exempted EPA from using the SRF allotment formulas in the CWA and SDWA. Furthermore, the SA-HMW funds are restricted to impacted states in specific EPA Regions that were impacted by the named disasters. For the eligible states, EPA determined that the funds will be allotted in proportion to the state-by-state needs estimates submitted to Congress.

The appropriated total dollar amount is lower than the estimated damage to water systems in these states, so EPA calculated the allotment in a pro rata manner. Charts containing state-by-state allotment amounts are in Attachments 1 and 2.

For the \$3 billion in SRF funds, an eligible entity is any otherwise CWSRF- or DWSRF-eligible entity, as applicable, within an eligible state that was damaged, demonstrates impact, or had a loss or disruption of a mission-essential function, including loss of function where there was potential impact to public health, caused by the listed natural disasters.

For the \$85 million in CWSRF decentralized funds, an eligible entity is any otherwise CWSRF-eligible entity within a state within EPA Regions 3 and 4 impacted by Hurricanes Helene and Milton.

C. Eligible Use of Funds: The SA-HMW contains the following provision:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That the funds appropriated under this paragraph in this Act shall be used for eligible projects whose purpose is to reduce flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disaster at treatment works, as defined by section 212 of the Federal Water Pollution Control Act, or any eligible facilities⁷ under section 1452 of the Safe Drinking Water Act, and for other eligible tasks at such treatment works or facilities necessary to further such purposes...

This provision defines the scope of eligible activities authorized under the SA-HMW by restricting the eligible uses of both the CWSRF and DWSRF program funds. For an activity to be

⁷ Per 40 CFR 35.3520(a)(1), eligible drinking water facilities are privately and publicly owned community water systems and non-profit non-community water systems.

eligible under the SA-HMW, it must be otherwise SRF eligible *and* serve one or more of the following purposes:

- Reduce flood or fire damage risk and vulnerability at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4 the SA-HMW contains the following provision regarding the use of funds:

...[T]o improve the resilience of decentralized wastewater treatment systems to flooding, to assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems, and to fund such connections...

This provision defines the scope of eligible activities authorized under the SA-HMW by restricting the eligible uses of the CWSRF funds provided under this appropriation. For an activity to be eligible under the SA-HMW CWSRF decentralized funding, it must be otherwise CWSRF eligible and serve on or more of the following purposes specified in the appropriation:

- Improve the resilience of decentralized wastewater treatment systems to flooding
- Assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems
- Fund connections from homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems

See a detailed example list of eligible activities in Attachment 3. If a state wishes to fund an activity *not* listed in Attachment 3, the state must explain in its IUP how the proposed project addresses the abovementioned purposes in the appropriation.

D. Additional Subsidization: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That notwithstanding the requirements of section 603(i) of the Federal Water Pollution Control Act and section 1452(d) of the Safe Drinking Water Act, for the funds appropriated under this paragraph in this Act, each State shall use not less than 30 percent of the amount of its capitalization grants to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants, or any combination of these...

Therefore, each state must use at least 30 percent of its capitalization grant awarded from this appropriation to provide additional subsidization, as described above. *States may use more.*

Eligible Forms of Additional Subsidy: As described in the appropriation, the following are eligible forms of additional subsidy for these funds:

- a. *Principal Forgiveness:* The principal forgiveness amount must be included in the loan agreement for the amount forgiven to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the amount of principal forgiven.
- b. *Negative Interest Loans:* A negative interest loan is a loan for which the rate of interest is such that the total payments over the life of the loan are less than the principal of the loan. The negative interest rate must be included in the loan agreement at the time of execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the difference between the principal of the loan and the total payments expected over the life of the loan.
- c. *Grants:* The grant must be provided at the time of assistance agreement execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the total grant amount included in the agreement. Note that grant recipients under this provision are considered “subgrantees” for the purposes of EPA’s grant regulations as detailed below in section IV.D.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided further, That notwithstanding the requirements of section 603(i) of the Federal Water Pollution Control Act, for the funds appropriated under this paragraph in this Act, each State shall use 100 percent of the amount of its capitalization grants to provide additional subsidization to eligible recipients in the form of forgiveness of principal, grants, negative interest loans, other loan forgiveness, and through buying, refinancing, or restructuring debt or any combination thereof..

Each state must use 100 percent of its capitalization grant awarded from this appropriation to provide additional subsidization, as described above.

Eligible Forms of Additional Subsidy: As described in the appropriation, the following are eligible forms of additional subsidy for these funds:

- a. *Principal Forgiveness:* The principal forgiveness amount must be included in the loan agreement for the amount forgiven to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the amount of principal forgiven.
- b. *Negative Interest Loans:* A negative interest loan is a loan for which the rate of interest is such that the total payments over the life of the loan are less than the principal of the loan. The negative interest rate must be included in the loan agreement at the time of execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the difference between the principal of the loan and the total payments expected over the life of the loan.

- c. *Grants:* The grant must be provided at the time of assistance agreement execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the total grant amount included in the agreement. Note that grant recipients under this provision are considered “subgrantees” for the purposes of EPA’s grant regulations as detailed below in section IV.D.
- d. *Pre-Award Costs:* States may offer other loan forgiveness or buy, refinance, or restructure debt. Any debt or loan that is forgiven, purchased, refinanced, or restructured must have been for SA-HMW eligible expenses. The amount counted against the requirement is the total amount of debt or loan forgiven or purchased, including eligible transaction fees. For restructuring or refinancing loans or debt, the total amount counted against the requirement is the difference between the amount previously owed and the new amount owed, including any transaction fees.

E. State Match: The SA-HMW contains the following provisions:

For the \$3 billion in SRF funds to eligible states in Regions 3, 4, and 9:

Provided further, That the funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of section 1452(e) of the Safe Drinking Water Act: *Provided further,* That funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act...

This language means that the requirements in sections 602(b)(2), 602(b)(3), and 202 of the CWA as well as section 1452(e) of the SDWA for states to provide match do not apply for the SA-HMW capitalization grants.

For the \$85 million for CWSRF decentralized funds to eligible states in Regions 3 and 4:

Provided further, That funds appropriated under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act...

This language means the requirements in sections 602(b)(2), 602(b)(3), and 202 of the CWA for states to provide match do not apply for the SA-HMW capitalization grants.

F. DWSRF Administration and Other Set-Aside Funds: At their discretion, states may take set-asides from the SA-HMW capitalization grant, consistent with the set-aside types authorized under Section 1452 of SDWA. The set-asides must be used to support the purposes of SA-HMW: to support the reduction of flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disasters at treatment works or water systems.

Example eligible set-aside activities include, but are not limited to:

- a. Using the DWSRF Administration and Technical Assistance set-aside under section 1452(g)(2)(A) of SDWA (the greatest of 4 percent, \$400,000, or 1/5th percent of the current valuation of the fund) to fund salaries of employees working on SA-HMW, based upon the amount of time spent on SA-HMW implementation, and to provide resiliency-related technical assistance to water systems impacted by the named hurricanes or wildfires.
- b. Using the DWSRF's 2 percent Small System Technical Assistance set-aside under section 1452(g)(2)(C) of SDWA to provide resiliency-related technical assistance to small water systems impacted by the named hurricanes or wildfires.

G. CWSRF Administration and Technical Assistance Funds: An eligible use of CWSRF funds includes reasonable costs for CWSRF administration, consistent with CWA section 603(d)(7). The maximum annual amount of CWSRF funds (not including any fees collected that are placed in the fund) that may be used to cover the reasonable costs of administering the fund (i.e., all IJA, SA-HMW, and base appropriations) is the greatest of the following: an amount equal to 4% of all grant awards to the fund received by a state CWSRF (less any amounts that have been used in previous years to cover administrative expenses) for the fiscal year; \$400,000; or 1/5 percent of the current valuation of the fund. The SA-HMW did not alter these options or the calculation of available administrative funds and verification procedures already in place.

In addition, states may use up to an amount equal to 2% of the SA-HMW CWSRF capitalization grant for the purpose of hiring staff, nonprofit organizations, or regional, interstate, or municipal entities to assist rural, small, and tribal publicly owned treatment works. The form of that assistance is flexible and could include, but is not limited to, community outreach, technical evaluation of wastewater solutions, preparation of applications, preliminary engineering reports, and financial documents necessary for receiving SRF assistance.

IV. OTHER APPLICABLE PROVISIONS

- A. Equivalency:** SA-HMW funds are federal funds and therefore equivalency requirements apply to projects funded by SA-HMW capitalization grant(s).⁸ Projects funded through the base or other SRF programs cannot be used to meet the equivalency requirements of the SA-HMW capitalization grants.
- B. Reporting:** Transparency and consistency are of the utmost importance to ensure that the funds are being used effectively and efficiently. States must use EPA's SRF Data System to report key SA-HMW project characteristics and milestone information no less than quarterly. EPA recommends that project data be entered into the reporting systems as soon as agreements are

⁸ The Build America, Buy America (BABA) Act requirements do not apply to SA-HMW funding. See section IV.E. Build America, Buy America for more information.

signed with assistance recipients. Additional reporting may be required through the terms and conditions of the grant award.

The Federal Funding Accountability and Transparency Act of 2010 (FFATA) requires SRF programs to report on recipients that received federal dollars in the FFATA Subaward Reporting System ([SAM.gov/fsrs](https://sam.gov/fsrs)). For more information, see [Clarification of Federal Funding Accountability and Transparency Act Reporting Requirements in the State Revolving Fund Programs](#), November 2023.

- C. **Cash Draws:** Disbursements for projects funded by SA-HMW must *not* be drawn from other open SRF capitalization grants unless the projects are jointly funded by the SA-HMW and other SRF funding sources. Funds must be expended in a timely and expeditious manner.
- D. **Laws, Regulations, and Requirements for Assistance Agreements in the Form of Grants:** The SA-HMW allows state CWSRF and DWSRF programs to provide grants to eligible assistance recipients. States should be aware that SRF assistance recipients that receive a grant are legally considered “subrecipients” for the purposes of Office of Management and Budget’s (OMB’s) grant regulations at 2 CFR Part 200 et. seq. In other words, assistance recipients receiving additional subsidization in the form of a grant are subject to additional cross-cutting federal requirements than those receiving other forms of additional subsidization. EPA’s subaward policy describes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333, respectively.

Note that the use of a grant as an additional subsidization instrument does not change the established CWSRF and DWSRF cash draw rules. The assistance recipient must first incur a cost associated with an executed assistance agreement for the state CWSRF and DWSRF to have the authority to draw capitalization grant funds from the Department of the Treasury and disburse those funds to the assistance recipient.

State SRF managers can find more information in the memorandum, [Understanding State Revolving Fund Additional Subsidy as a Grant](#), July 2022.

- E. **Build America, Buy America:** The Build America, Buy America (BABA) Act requirements do not apply to SA-HMW funding pursuant to the exception under section 70912(4)(B), which states that BABA does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.” Per OMB’s BABA regulations at 2 CFR 184.8(b), “pre and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are: (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an

event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, id. § 5122(1),(2).⁹

V. EPA Oversight

EPA plans to amend its annual review guidance¹⁰ and checklists, as needed, to incorporate oversight of this supplemental funding. Regions will perform SA-HMW project file reviews (in addition to those for the base and other supplemental programs) and SA-HMW transactions will be incorporated into the statistical sample of draws. During the on-site reviews, Regions should discuss ongoing implementation of SA-HMW funding with the states and document observations, findings, and/or corrective actions in the Program Evaluation Report (PER). This ensures that the SRF programs are successfully meeting critical programmatic and fiduciary oversight responsibilities.

VI. Conclusion

Please provide this memorandum to the states prior to grant award to ensure that the applicant is aware of the applicable statutory requirements before the grant is awarded. Additionally, continue discussions with the states on their plans to implement the SA-HMW.

You may contact us with questions or have your staff contact Matthew Link in the CWSRF program at Link.Matthew@epa.gov or Bizzy Berg in the DWSRF program at Berg.Bizzy@epa.gov.

ATTACHMENTS

1. SA-HMW SRF Allotments
2. SA-HMW CWSRF Decentralized Allotments
3. Projects Eligible Under the SA-HMW

⁹ On August 10, 2023, the President issued an emergency declaration under the Stafford Act for the State of Hawaii due to the emergency conditions resulting from wildfires. The President issued an emergency declaration under the Stafford Act due to emergency conditions resulting from Tropical Storm/Hurricane Helene for the State of North Carolina on September 25, 2024, the State of Florida on September 28, 2024, the State of South Carolina on September 29, 2024, the State of Georgia on September 30, 2024, the Commonwealth of Virginia on October 1, 2024, and the State of Tennessee on October 2, 2024. The President issued an emergency declaration under the Stafford Act due to emergency conditions resulting from Hurricane Milton for the State of Florida on October 11, 2024, and for the Seminole Tribe of Florida on November 5, 2024.

¹⁰ Notice: The SRF annual review guidance documents are EPA internal guidelines to help the regions effectuate statutory and regulatory requirements for the annual review and are not binding requirements on recipients of financial assistance.

ATTACHMENT 1*SA-HMW SRF Allotments*

Distribution of Clean Water & Drinking Water SRF Allotments Based on Appropriation of \$3,000,000,000			
State	CWSRF	DWSRF	Total
Florida	\$806,392,000	\$844,671,000	\$1,651,063,000
Georgia	\$124,892,000	\$359,487,000	\$484,379,000
Hawai'i	\$22,409,000	\$68,282,000	\$90,691,000
North Carolina	\$253,681,000	\$409,422,000	\$663,103,000
South Carolina	\$3,102,000	\$17,771,000	\$20,873,000
Tennessee	\$8,167,000	\$44,262,000	\$52,429,000
Virginia	\$9,307,000	\$23,155,000	\$32,462,000
Total Funds Available to States \$2,995,000,000			
<u>National Set-Asides</u>			
National Administrative Set Aside	\$5,000,000		
Total SRF Appropriation \$3,000,000,000			

ATTACHMENT 2

SA-HMW CWSRF Decentralized Allotments

Distribution of Clean Water SRF Decentralized Allotments	
Based on Appropriation of \$85,000,000	
State	CWSRF Decentralized
Florida	\$35,950,000
Georgia	\$8,956,000
North Carolina	\$22,510,000
South Carolina	\$9,404,000
Tennessee	\$3,524,000
Virginia	\$1,656,000
Total Funds Available to States	\$82,000,000
<u>National Set-Asides</u>	
National Administrative Set Aside	\$3,000,000
Total SRF Appropriation	\$85,000,000

ATTACHMENT 3

Projects Eligible under the SA-HMW

Clean Water SRF

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum.

- I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**
 - a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
 - b. Replacement of damaged equipment with equipment that can reduce the energy consumption needs for publicly owned treatment works (§1383(c)(8)) or reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse (§1383(c)(6)).
 - c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
 - d. Relocation of pump stations or other collection system facilities to less flood prone areas
 - e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dikes)
 - f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works
 - g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works
 - h. Installation/construction of redundant collection system components and equipment
 - i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services
 - j. SCADA system projects to allow remote or multiple system operation locations
 - k. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system
 - Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention

infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection

- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

II. Projects that prevent floodwaters from entering a treatment works, including but not limited to:

- a. Installation of physical barriers around a facility (e.g., levees or dikes around the facility to prevent flooding)
- b. Relocation of facilities to less flood prone areas
- c. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the treatment works
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
- b. Replacement of damaged equipment with more energy efficient equipment
- c. Physical “hardening” or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:
 - Installation of submersible pumps
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- e. Installation of physical barriers around individual treatment processes

- Flood walls around treatment tanks
- Elevated walls or capping of treatment tanks
- f. Installation of larger capacity storage tanks
 - Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
 - Installation of larger capacity fuel storage tanks for back-up generators
 - Construction of storage tanks at treatment works to store overflows for future treatment
- g. Installation/construction of redundant components and equipment
- h. SCADA system projects to allow remote or multiple system operation locations
- IV. Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster, including but not limited to:**
 - a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
 - b. Prevention of saltwater damage to materials and equipment
 - Installation of salt water resistant chemical storage tanks
 - Installation of salt water resistant fuel storage tanks
 - Installation of salt water resistant equipment and appurtenances
- V. Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:**
 - a. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
 - b. Alternatives analysis
 - c. Asset Management Plans
 - d. Emergency Preparedness, Response, and Recovery Plans
- VI. Projects that assess, prepare for, protect, or mitigate damage to treatment works or collection system from wildfires, including but not limited to:**
 - a. Risk/vulnerability assessments considering recent wildfire hazard maps
 - b. Emergency Preparedness, Response, and Recovery Plans considering wildfire potentials
 - c. Maintain emergency generators at key facilities to help mitigate widespread power outages
 - d. Practice mechanical thinning, weed control, selective harvesting, controlled burns and creation of fire breaks on utility managed property
 - e. Create a zone of defensible space for utility equipment and facilities (e.g., structures, supports to wires and transformers); keep intakes clear of debris
 - f. Install manual or automatic irrigation systems to provide wetting of components and groundcover for vulnerable areas (e.g., chemical storage, control equipment buildings)

- g. Installation of fire-resistant building materials
- h. Purchase of fire suppression equipment and fire safety kits as key components of emergency response equipment

Clean Water SRF Decentralized Funds

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum

I. Projects that protect decentralized wastewater treatment systems from rising waters

- a. Anchor all buoyant components (e.g., fiberglass tanks, air-filled textile filters, pump basins, etc.) to prevent floating during flood events.
- b. Properly grade and slope areas around septic system components to reduce flood scouring.
- c. Brace septic system components properly to withstand saturated soil conditions.
- d. Plant resilient native plants with shallow root systems to hold soils and prevent erosion near drainfields.
- e. Elevate all electrical components above base flood elevation.
- f. Add artificial buffers or swales, curtain drains, and fill caps to protect infrastructure and divert excess water away from decentralized systems.
- g. Install backflow valves to prevent return flow and protect property from sewage backups.

II. Projects that protect decentralized wastewater treatment systems from power risks associated with flooding

- a. Install backup power systems/connections to ensure that systems remain operational during power outages.
- b. Install power shutoffs for emergency situations.

III. Projects that reduce the risk of decentralized wastewater treatment system failure associated with flooding

- a. Install measures that reduce the amount of wastewater entering the decentralized treatment system.

IV. Projects that increase decentralized wastewater system capacity to handle flood risks

- a. Install additional drain lines, larger septic tanks, and holding tanks.
- b. Elevate drainfields to create more vertical separation distance (e.g., a mound system) or install alternative dispersion for drainfields (e.g., shallow pressurized drainfields or drip dispersal) allowing decentralized systems to return to normal operation more quickly after a flood event.

V. Consolidation of decentralized wastewater treatment systems to reduce flood risk

- a. Install cluster systems to consolidate treatment and dispersal off-lot in a site that is more resilient (e.g., less flood risk, better soil conditions or terrain).
- b. Design and install shared cluster systems to pool financial resources so that resilient features and management practices can be incorporated.
- c. Integrate advanced treatment options into cluster systems to generate treated wastewater for reuse (e.g., membrane technologies)

VI. Planning projects that assess the potential to connect homes served by decentralized wastewater treatment systems to centralized wastewater systems due to vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:

- a. Feasibility studies to connect homes served by decentralized treatment systems to centralized treatment systems
- b. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
- c. Alternatives analysis
- d. Asset Management Plans
- e. Emergency Preparedness, Response, and Recovery Plans

VII. Projects that make connections from homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems

- a. Installation/construction of collection system components and equipment
- b. Decommissioning of decentralized wastewater systems so that they no longer pose risks to human health and the environment

Drinking Water SRF

If a project is not specifically listed below, states must explain in their IUP how the project addresses the purposes outlined in section III.C. of this memorandum.

- I. Projects that prevent interruption of water distribution system operation in the event of a flood or natural disaster, including but not limited to:**
 - a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities
 - b. Purchase of mobile laboratory equipment for use during emergencies
 - c. Replacement of damaged equipment with more energy efficient equipment
 - d. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
 - e. Relocation of pump stations or other distribution system facilities to less flood prone areas
 - f. Installation of physical barriers around pump stations or other distribution system facilities (e.g., levees or dikes)
 - g. Installation/construction of redundant distribution system components and equipment
 - h. Construction of interconnections with neighboring water systems which could provide an emergency water supply
 - i. SCADA system projects to allow remote or multiple system operation locations
 - j. Construction or installation of flood attenuation, diversion, and retention infrastructure associated with an otherwise eligible drinking water project that protects the distribution system
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure
- II. Projects that prevent floodwaters from entering a treatment plant or well house, including but not limited to:**

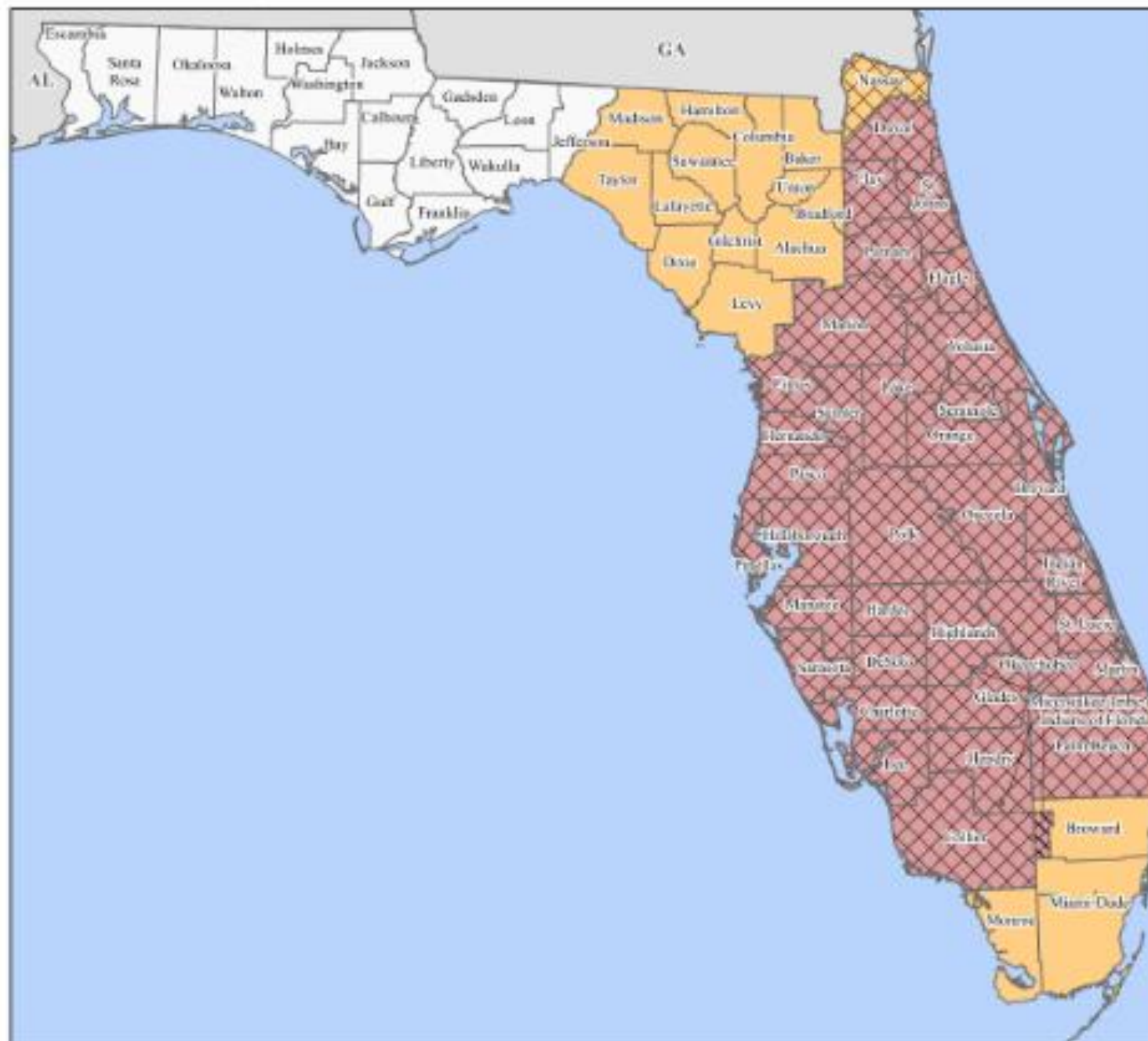
- a. Installation of physical barriers around a facility (e.g., levees or dikes around the facility to prevent flooding)
- b. Relocation of facilities to less flood prone areas
- c. Construction or installation of flood attenuation, diversion, and retention infrastructure associated with an otherwise eligible drinking water project that protects the treatment plant
 - Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
 - Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
 - Floodwater pumping systems
 - Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a drinking water treatment plant, intake or well in the event of a flood or natural disaster, including but not limited to:

- a. Installation of back-up energy supply or alternative energy sources (e.g., batteries, switch boxes) and/or hardening of existing connections to the power grid
- b. Replacement of damaged equipment with more energy efficient equipment
- c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
 - Waterproofing electrical components (e.g., pump motors)
 - Waterproofing circuitry
 - Dry floodproofing/sealing of structure to prevent floodwater penetration
 - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
- d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures
- e. Installation of physical barriers around individual treatment processes
 - Flood walls around treatment tanks
 - Elevated walls or capping of treatment tanks (e.g., tanks, vaults)
- f. Installation of larger capacity storage tanks
 - Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
 - Installation of larger capacity fuel storage tanks for back-up generators
 - Installation of larger capacity water storage facilities (e.g., raw water reservoirs, backwash tanks, contact basins)
- g. Installation/construction of redundant distribution system components and equipment
- h. SCADA system projects to allow remote or multiple system operation locations

- IV. Projects that preserve and protect water system equipment in the event of a flood or natural disaster, including but not limited to:**
- a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structure
 - b. Prevention of saltwater damage to materials and equipment
 - Installation of salt water resistant chemical storage tanks
 - Installation of salt water resistant fuel storage tanks
 - Installation of salt water resistant equipment and appurtenances
- V. Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:**
- a. Risk/vulnerability assessments considering recent floodplain maps and projected sea level rise
 - b. Alternatives analysis
 - c. Asset Management Plans
 - d. Emergency Preparedness, Response, and Recovery Plans
- VI. Projects that assess, prepare for, protect, or mitigate damage to drinking water plant or well house or water distribution system from wildfires, including but not limited to:**
- a. Risk/vulnerability assessments considering recent wildfire hazard maps
 - b. Emergency Preparedness, Response, and Recovery Plans considering wildfire potentials
 - c. Installation of shut-off valves so that damaged sections of pipeline can be isolated
 - d. Take actions to protect the "backbone" of water distribution network including key conduits, transmission mains, critical facilities, reservoirs and tanks
 - e. Maintain emergency generators at key facilities to help mitigate widespread power outages
 - f. In the wake of wildfires, install sensors upstream of the reservoir to monitor the amount of debris and sediment coming down the river, allowing utility to shut down its treatment plant before flash floods could cause damage; monitor raw water quality to adjust treatment, as necessary; resize culverts to handle increased flow
 - g. Practice mechanical thinning, weed control, selective harvesting, controlled burns and creation of fire breaks on utility managed property
 - h. Create a zone of defensible space for utility equipment and facilities (e.g., wellheads, structures, supports to wires and transformers); keep intakes clear of debris
 - i. Install manual or automatic irrigation systems to provide wetting of components and groundcover for vulnerable areas (e.g., chlorine storage, control equipment buildings)
 - j. Installation of fire-resistant building materials
 - k. Purchase of fire suppression equipment and fire safety kits as key components of emergency response equipment

FEMA-4834-DR, Florida Disaster Declaration as of 11/04/2024



Data Layer/Map Description:

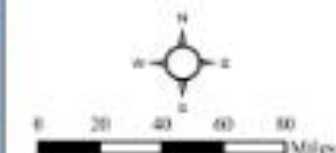
The types of assistance that have been designated for selected areas in the State of Florida:

All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

Designated Counties and Tribal Areas

- No Designation
- Public Assistance (Category B)
- Public Assistance (Categories A - G)
- Individual Assistance and Public Assistance (Categories A - G)



Data Sources:

FEMA, ESRI;
Initial Declaration: 10/11/2024
Disaster Federal Registry Notice:
Amendment 05: 11/04/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

MapID 1036355486611042420001whgprod



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Sole Source Approval <i>Neptune Water Meters and Equipment</i>		
Requested Action		
Requesting approval of single/sole source purchase from Ferguson Enterprises, LLC. to acquire Neptune water meters and systems, data collector equipment, related accessories, and repair services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. To determine whether the specified commodity is available from multiple sources, the Procurement Services Department issued Request for Information (RFI) No. 25-081. This process ensures that the specifications are non-restrictive and can be met by more than one company. According to the City of Clermont Procurement Policy, a purchase may be made without competition if there is only one available source for the required product or service. A single/sole source purchase is justified when only one product or service can reasonably meet the City's needs, and only one company can provide it. The RFI was posted on the City's website for seven (7) business days. No responses were received, confirming that no other vendors expressed interest. Based on these findings, staff recommend that the City Council approve the single/sole source purchase. Ferguson Enterprises, LLC is the only vendor to supply Neptune water meters and systems, data collector equipment, related accessories, and repair services. The City of Clermont only uses Neptune meters due to the fact that all meters , programs within the city's water and irrigation system are neptune related.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual fiscal impact of \$3,000,000 is included within the annual budget, and utilized as needed.		
Account Name	Account #	Annual Budget
Water Meter Replacement	41533-54632	\$1,800,000
Repair & Maintenance - Water Meters for New Customers	41533-54633	\$800,000
Water Repair & Maintenance Systems	41533-54612	\$650,000
Water Repair & Maintenance - Meter Systems	41533-54612-33606	\$508,000
Totals		\$3,758,000
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sole Source Letter 2025	Clermont Sole Source 2025.pdf	
2. RFI 25-081	RFI 25-081.pdf	



May 21, 2025

Chris Miller
Public Service Manager
City of Clermont
3335 Hancock Road
Clermont, FL 34711

Dear Mr. Miller,

Please note that Ferguson Enterprises, LLC. is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida. All other suppliers must purchase through an authorized reseller, before they are able to supply product to buyers.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matthew Finch
Territory Manager
Neptune Technology Group, Inc.



REQUEST FOR INFORMATION

RFI 25-081

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM FERGUSON ENTERPRISES, LLC

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

RELEASE DATE: June 2, 2025

DEADLINE FOR QUESTIONS: June 10, 2025

RESPONSE DEADLINE: June 10, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Ferguson
Enterprises, LLC

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from Ferguson Enterprises, LLC

1.2. Contact Information

Ramsey Jimenez

Procurement Manager

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	June 2, 2025
Question Deadline	June 10, 2025, 12:00pm
Response Deadline	June 10, 2025, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company.

This is not an invitation to submit a bid or quote. This notice will be posted for seven (7) business days.

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

Single/Sole Source Information

- A. Company Name: Ferguson Enterprises, LLC
- B. Product or Service Provided: Neptune water meters, endpoints, antennas, collector date equipment, water meter system and collector repair parts.
- C. Estimated Annual Expenditure: \$3,000,000.00
- D. Single/Sole Source Justification: Must match existing piece or brand of equipment and is available from only one vendor. Repair and maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

Action to be Taken

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

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. Sole/Single Source

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

*Response required



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Contractor Transfer of Liability <i>Vehicle Equipment and Installation Services</i>		
Requested Action		
Requesting approval for the contractor name change from Public Safety Supply, LLC to Dana Safety Supply, Inc.		
Staff Report		
It is recommended that the City Council approve a consent of assignment for the agreement with Dana Safety Supply, Inc. Public Safety Supply, LLC, a contracted supplier of public safety vehicle equipment and installation services, has been acquired by Dana Safety Supply, Inc. As a result, Dana Safety Supply, Inc. has assumed all contractual responsibilities previously held by Public Safety Supply, LLC. Dana Safety Supply, Inc. has committed to maintaining the pricing, terms, and conditions outlined in the original agreement. The current agreement remains in effect until November 30, 2026, with an optional renewal period of three years.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Acquisition Letter	Acquisition Letter.pdf	

Clermont Police Department
3600 S Highway 27
Clermont, FL 34711

Re: Acquisition of Public Safety Supply, LLC

To Whom It May Concern:

We are pleased to inform you that Public Safety Supply, LLC (“PSS”) was in discussions with Dana Safety Supply, Inc., a Florida corporation (“Buyer”), regarding the sale of substantially all of PSS’s assets to Buyer (the “Transaction”), which includes Buyer assuming PSS’s existing customer contracts, current customer purchase orders, and current open sales order backlog; provided, that Buyer is not responsible for or liable to honor any labor warranties for work done by PSS or to repair any previous installations by PSS. Buyer has extensive experience in the public safety equipment industry and is well equipped to fulfill your purchase orders. The Transaction closed on March 21, 2025.

Following the closing of the Transaction, all notices and payments shall be directed to Buyer at Dana Safety Supply, Inc., 500 S. Edwardia Drive, Greensboro, NC 27409, Attention: Wanda Hobbs, Johnny Mikach, Sidney Wells; whobbs@danasafetysupply.com; jmikach@danasafetysupply.com; swells@danasafetysupply.com. The terms of this notice and the transactions contemplated hereby are confidential; provided you may disclose this consent to your legal advisors that are subject to legally binding obligations of confidentiality with respect to such information.

Should you have any questions in connection with this request, please feel free to contact David Russo at 850-624-5450 or by email at drusso@danasafetysupply.com.

Sincerely,


Public Safety Supply, LLC

Brad Badal, Manager


Public Safety Supply, LLC

Alberto Espinosa, Manager


Dana Safety Supply, Inc.

David Russo, CEO



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Facility Security Systems</i>		
Requested Action		
Approval to piggyback the Sourcewell Term Contract No. 121024 with Convergent Technologies, LLC for Facility Security Systems in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified Sourcewell Term Contract No. 121024 as a suitable procurement vehicle for Facility Security Systems. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial 4-year agreement, with the option for three (3) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$360,000, with a start date of June 25, 2025. This contract will provide facility security systems, equipment, and software with related services. Funding will be determined on a project-by-project basis and allocated from the General Fund across various accounts. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$0.00	10549-54600 Repair and	\$10,205.40
\$0.00	Maintenance - Buildings	\$97,668.85
	10516-55219 Software	
	Renewal/Support	
Exhibits Attached (copies of original agreements)		
1. Convergent Contract 121024	Convergent Contract 121024.pdf	

2.	Convergint 121024-CTL Price Information	Convergint 121024-CTL Price Information.pdf
3.	Prop. Eval.-Facility Security 121024	Prop. Eval.-Facility Security 121024.pdf
4.	Award Recommendation	Award Recommendation.pdf



MASTER AGREEMENT #121024

CATEGORY: Facility Security Systems, Equipment, and Software with Related Services

SUPPLIER: Convergent Technologies LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Convergent Technologies LLC, One Commerce Drive, Schaumburg, IL 60173 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:
- a) Alarm and signal systems;
- b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
- c) Fire detection, sprinkler and suppression systems;
- d) Intrusion and breach prevention and detection solutions;
- e) Glass and window security, armor, and ballistic applications and solutions;
- f) Closed circuit television (CCTV), surveillance, and recording solutions;
- g) Facility and parking access control solutions;
- h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
- i) Biometric scanning and screening.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that its services will be performed in a good and workmanlike manner. Any products provided by Supplier shall carry only such warranty as is provided by the manufacturers thereof. Supplier, and Supplier's dealers and distributors, shall provide reasonable assistance to enforce any manufacturer warranties. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. The foregoing shall not require indemnification or defense by Supplier to the extent the matter to be indemnified or defended against is wholly caused by Sourcewell, a Participating Entity, or a third party.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

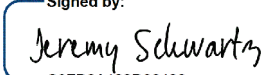
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

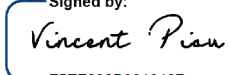
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Convergint Technologies LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/4/2025 | 11:01 AM CST

Signed by:

F5EF830B0816437...
By: _____
Vincent Piau
Title: Vice President SLED & Federal
Date: 3/4/2025 | 8:35 AM CST

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Convergent
Address: One Commerce Drive
Shaumburg, IL 60173
Contact: Veronica Miglin
Email: veronica.miglin@convergent.com
Phone: 207-239-2903
HST#: 36-4444620

Submission Details

Created On: Tuesday October 22, 2024 10:11:50
Submitted On: Monday December 09, 2024 14:08:22
Submitted By: Veronica Miglin
Email: veronica.miglin@convergent.com
Transaction #: 95064623-1a4b-439a-afc5-fef5b5dbd3db
Submitter's IP Address: 74.65.166.210

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Convergent Technologies LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes. Convergent Technologies LLC is the legal entity that is properly licensed to enter into a legal agreement with your organization to perform work and is required to be the named entity on all contracts, purchase orders, and legal documents.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	To better service our customers and Sourcewell members across the US and Canada, Convergent continues to acquire successful businesses that enhance our national reach and coverage. The following acquisitions operating under Convergent Technologies LLC include Integrated Security Systems (ISS), ESSCO, Smith Hamilton, and Beckwith Electronic Engineering.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	PXB2X38X4V11	*
5	Provide your NAICS code applicable to Solutions proposed.	56162	
6	Proposer Physical Address:	Convergent Technologies LLC is located at One Commerce Drive, Schaumburg, IL 60173	*
7	Proposer website address (or addresses):	www.Convergent.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Contact Vincent Piau Title Vice President, SLED & Federal Address One Commerce Drive, Schaumburg, IL 60173 Email Sourcewell@convergent.com Phone (301) 641-9616	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Contact Veronica Miglin Title National Government Contracts Manager Address One Commerce Drive, Schaumburg, IL 60173 Email Sourcewell@convergent.com Phone (207) 239-2903	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Contact Shelley Andrews Title Regional Director Contract Vehicles Manager Address One Commerce Drive, Schaumburg, IL 60173 Email Sourcewell@convergent.com Phone (509) 998-1503	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*

12	What are your company's expectations in the event of an award?	Since our original contract began in 2021, Convergent anticipates continuing our double-digit sales growth, a trend established. Sourcewell quickly emerged as our premier cooperative purchasing program based upon several foundational principles integral to our organizations. We are dedicated to upholding the following core principles, rooted in our founding values of quality and integrity: • Our core V's & B's • A shared vision and mission focused on serving customers for life • Commitment to serving and giving back to our communities • Collaborative goals aimed at driving new sales and overall revenue growth	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Convergent's focus consistently exceeds expectations regarding implementing complex electronic security and fire systems. As an award-winning full-service global integrator who designs, builds, finances, and maintains building technology infrastructure systems, our corporate strength and financial stability leverage our diverse capabilities globally. Convergent is the world's largest privately held security systems integrator, with over 23 years of experience supporting customers like Sourcewell and Canoe and its members. Since its incorporation in 2001, Convergent has grown an average of 15% yearly. In 2023, we achieved over \$2.4B in total revenue, with a projected revenue of \$2.7B for 2024. We now have 200+ locations around the globe and over 10,000 colleagues. Please see the separately uploaded Convergent 2023 AFS-Confidential.pdf for the Convergent CONFIDENTIAL audited financials from 2023 to prove financial stability. The CONFIDENTIAL audited financials are not to be shared outside the RFP Evaluation Committee.	*
14	What is your US market share for the Solutions that you are proposing?	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have not filed for or been involved in any bankruptcies.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Convergent operates as an integrator, reseller, and service provider. Our colleagues around the US handle all aspects of each project. If a project scope requires additional support, we leverage our Subcontractor workforce as needed.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Convergent complies with all applicable national, state, and local licensing requirements and holds certifications for our products and services, where available from the manufacturer. We maintain the necessary business licenses in all relevant jurisdictions to conduct our core operations, including installing and maintaining security and life safety products. Additionally, we ensure that our field technicians possess the appropriate licenses each jurisdiction requires to perform their work. For example, many states mandate that technicians be state-licensed to work on alarm systems (low voltage), and electrical licenses are required for commercial electrical work. Convergent carries and maintains the certifications required to perform our duties. We carry man-lifts, specific manufacturer certifications for software and hardware platforms, and industry certifications such as Occupational Safety and Health Administration (OSHA) level 10 and 30 as applicable, American Society for Industrial Security (ASIS) Certified Protection Professional or various levels of National Institute for Certification in Engineering Technologies (NICET) certification.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Convergint has not had any suspensions or debarments applied to our organization in the company's history.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In addition to being named the #1 Systems Integrator in SDM Magazine's 2024 Top Systems Integrators Report for the seventh year in a row, Convergint continuously wins awards industrywide, with our partners, in our communities, for special causes, as a top employer, and recognizing our outstanding colleagues. Please see below for a snapshot of recent awards received by Convergint. • Marketing Partner of the Year, Axis Communications 2024 • Integrator of the Year, Inavate APAC Awards, Convergint Australia 2024 • Alberta's Top Employers for 2024, 2023, 2022 • AMAG Technology, Eagle Award 2023 • Salto North America National Partner of the Year Award 2023 • Genetec Partner of the Year, USA National 2023 • Motorola Solutions Video Security Partner of the Year 2023 • HIRE Vets Medallion Award 2023 • Axis Communications National Systems Integrator of the Year 2023 • Co-Founder and Executive Chairman, Dan Mocerri – Security Industry Association's (SIA) 2023 George R. Lippert Award • Enterprise Partner of the Year Award, Genetic 2022 • LenelS2 Federal Government Top Ten Award 2022 • Companies That Care U.S. Honor Roll 2021 • Integrator of the Year by Axis Communications 2020 • Financial Market Partner of the Year by Axis Communications 2020 • Siklu's 2020 Integrator of the Year 2020 • North American Strategic Partner of the Year by Genetec 2019 • City Surveillance Partner of the Year by Axis Communications 2019 • Convergint Canada - Integrator of the Year by SP&T Magazine for City of Calgary Projects 2019 To see a complete list of our awards, please visit our website: www.convergint.com/news/awards/.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
22	What percentage of your sales are to the education sector in the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Convergint does not currently hold any GSA contracts or SOSAs.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Temecula, CA	Michael K. Heslin	(951) 308-6321	*
Princeton University, NJ	Keith Tuccillo	(609) 258-8983	*
Wayne County Public Schools, NC	Dr. Tim Harrell	(919) 795-1654	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Convergent has 624+ Account Executives and Sales colleagues in over 70 CTCs in the US and Canada to market this contract to customers and Sourcewell members.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Convergent fosters strong partnerships with hundreds of leading technology providers, offering our customers a diverse range of best-in-class solutions. This approach enables us to deliver customized, cost-effective products and services tailored to your needs. Rather than restricting Sourcewell to a single provider or manufacturer, we advocate for non-proprietary systems. This strategy helps you avoid sole-source dependency while ensuring long-term flexibility and cost efficiency.	*
28	Service force.	Convergent has over 200 CTCs worldwide, each open from 8:00 AM to 5:00 PM local time. Emergency service requests can be directed to any local office. Calls outside regular business hours are automatically forwarded to our 24/7 call center for prompt assistance. Each CTC is staffed with a team of installation and service technicians, with the number of technicians varying by office and region to best support local needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Convergent manages all orders from order receipt through delivery to the customer. Once an order is received from a customer, it goes through our internal "booking" process. Depending on the equipment being ordered, a Convergent colleague places the order through either the product manufacturer or an authorized dealer. The equipment is then delivered to the local CTC and provisioned to the specific project. Our field specialists will typically transport the material from our CTC to the job site. For projects that are software only or software licenses, Convergent may receive and deliver those products via e-mail or secure file transfer protocol (FTP).	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian Entity, Convergent Technologies LTD, is headquartered in Calgary, AB. Convergent has 18 locations across Canada, each offering comprehensive sales and service capabilities. In less than three (3) years, we have assisted Canoe customers with over \$3.5M (USD) in sales. We are eager to continue our partnership with Canoe/Sourcewell to be our customers' best service provider in North America. As outlined in our above response, Convergent's key differentiators set us apart as one of the few providers fully equipped to deliver services that address Sourcewell's participating entities' unique needs in both the US and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Convergent can provide full service by utilizing the Sourcewell/Canoe contracts in all US states and Canada, with the exception of the State of Hawaii.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Convergent can service all sectors with all services outlined in the contract. There is no limitation.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Convergent has a CTC in Alaska; therefore, the entire State is serviced. Currently, we do not have CTCs in Hawaii or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Convergent will extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Convergent's technology and digital data portion of our plan will consist of the following, but not limited to, the following strategies: • Updated co-branded press release through a digital marketing campaign on social media, including LinkedIn, Twitter, Instagram, YouTube, etc • Outbound activity models leverage our Sales Development Reps (telemarketing), including email and appointment-setting campaigns. • Updated dedicated Sourcewell internet web-based homepage; points of contact, contract information and services offered, customer-specific value proposition, and marketing materials. • Demand generation through Convergent-specific customer forums and webinars includes cooperative purchasing power, highlighting our Sourcewell program. Our dedicated SLED Data and Analytics team utilizes advanced internal dashboards to track customer metadata, industry trends, and campaign performance metrics, including engagement rates. The SLED Contract Vehicles team also maintains its own dashboard, which helps us identify key areas of Sourcewell customer engagement. This allows us to focus marketing efforts on areas that would benefit most from continued marketing efforts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Convergent does not offer its solutions through an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Convergent offers a range of training options at various levels for participating entities. Below are some of the training programs we offer: Ancillary Training For operational training on low-complexity systems, such as alarm systems (covering tasks like arming/disarming the system and adding/deleting user codes), one-on-one training is typically provided at no charge during installation. Onsite Classroom Training Onsite classroom training typically involves a field specialist delivering light to moderate complexity content in a classroom setting, potentially utilizing the newly installed Video or Access Control system as a training tool. This training generally incurs an hourly fee and a cost for training materials. Platform Certification Training This training is conducted either at the manufacturer's training facility or at the customer's site, typically by the manufacturer's dedicated training staff. Upon completion, end-users receive a certification. The training may include additional costs for travel, per diem, training fees, computer rentals, and documentation.	*

42	Describe any technological advances that your proposed Solutions offer.	As the world's largest security systems integrator, Convergent maintains strong relationships with the world's leading technology partners and can access leading research and market intelligence to provide customers with new and best-in-class solutions. We understand that the technology landscape is rapidly evolving, with billions of Internet of Things (IoT) devices at the cutting edge, and industries are seeing this massive transformation. This is how Convergent differentiates from our competition. In working with Convergent and our technology partners, our customers can make the right decisions and gain a competitive advantage with innovative solutions designed to analyze their digital workspace, identify opportunities, drive revenue, and reduce costs. Through automation and integration, Convergent can help Sourcewell and its members continue to be digital leaders and introduce new cutting-edge technology. Convergent's Managed Services Team promotes, develops, and researches technology as a primary business functions. This team offers innovative services and solutions for mission-critical markets to deliver measurable business results. Along with our partnerships with the world's leading technology partners, Convergent is able to lead today's technology evolution and keep on the pulse of the rapidly changing landscape. While our customers are accelerating their digital transformation strategies and shifting focus to what this new technology will mean, Convergent is adapting to solving these new customer problems with innovative solutions. By layering this new transformative technology on top of existing solutions, Convergent can add value and drive business intelligence across Sourcewell and its members. For more detailed information on innovation at Convergent, please see our Technology Innovation Series website: www.convergent.com/innovation-newsroom/	*
43	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
44	Explain your organization's approach to cyber security as it relates to your proposed solutions.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
45	Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.	Convergent specializes in designing, installing, and servicing advanced electronic security solutions that are seamlessly integrated to meet the needs of commercial, industrial, and government customers. Whether serving single-site operations or global, multi-site enterprises, Convergent tailors each solution to address current security requirements while accommodating future growth and evolving needs. Access Control Convergent is an authorized VVAR for several industry-leading card access manufacturers. We specialize in complex enterprise card access applications, especially those involving Internet Protocol (IP)-based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support to complete a project on time and on budget, no matter what card access is needed. Physical Security Information Management One of the fastest-growing areas in electronic security is Physical Security Information Management (PSIM). As more security platforms migrate to IP-based technology, customers are seeking innovative ways to integrate these different technologies, become more proactive with policy-based system decisions, and, at the same time, drive down the cost of ownership associated with the systems they manage. Managing disparate platforms and operating systems is becoming increasingly complex, and most simply do not have the budget for a "rip and replace" strategy. A PSIM system allows customers to leverage the systems they already have in place and "normalize" the user interface.	*

46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Convergent is dedicated to developing a company culture where leadership and individual colleagues are committed to "making responsible decisions" to ensure the health and safety of our colleagues, customers, business associates, and the communities in which we operate. Convergent strives to minimize environmental impact in the course of business and to conserve resources whenever possible. Decision-making considers sustainability, and company practices should integrate social, economic, and environmental considerations to meet present needs without compromising the needs of future generations. Convergent monitors the use of fuel, electrical energy, water, paper, and waste products. Convergent expects its colleagues to handle products safely and efficiently, to conserve and recycle our by-products, and to minimize our waste. Worksite assessments conducted by Convergent colleagues include consideration for the surrounding habitat. Highlights • Our UK office has achieved the following: - o Carbon Footprint™ awarded to Convergent Technologies UK LTD a certificate of carbon neutrality. - o The British Assessment Bureau awarded Convergent Technologies UK LTD an ISO 14001:2015 certification for installing and maintaining CCTV and access control systems for UK and European customers. • Our US offices are using Green Project Technologies to measure their carbon footprint through their fleet and leased properties.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
48	Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.	As a systems integrator, Convergent does not have our own manufactured products; we specialize in integrating different software and hardware products from various vendors into customized solutions for our customers. As such, we cannot speak to these products' sustainable attributes.	*
49	Describe how your products contribute to users' health and safety due to touchless, remote, or mobile access capabilities.	As a systems integrator, Convergent does not have our own manufactured products; we specialize in integrating different software and hardware products from various vendors into customized solutions for our customers. As such, we cannot speak to these products' contribution to their users' health and safety due to touchless, remote, or mobile access capabilities.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Please see the attached document Convergent Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Please note that Convergent may opt to invoice for a portion of the award based on the percentage of work completed and/or a Schedule of Values (Progress Billing). Convergent may also opt to invoice start-up costs incurred to perform under the contract (Mobilization Billing) promptly. Convergent accepts standard Automated Clearing House (ACH) and checks payments. Convergent also accepts credit cards used within our portal.	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	Convergent works with leasing programs that are specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), a Sourcewell-awarded leasing contract. In addition, Convergent offers the Convergent FlexPay program. FlexPay- Flexible Technology Utilization Agreements include: • Tailored solutions • Simple contracting • Flexible options to evolve with business needs • Payment plans built for your budget We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget, just the annual lease payments, which usually multiply purchasing power by three (3) to five (5) times.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Convergent does not accept P-cards as a form of payment. Payments can be processed via check, ACH, or credit card using our portal. Credit card payments cannot be submitted by phone or email to be processed; the portal must be used.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Convergent's proposed pricing model for the US is based on online-item discounts. Our labor pricing is based on growth and alignment with geographical market trends relative to our CTC locations. The labor prices are subject to change per market conditions; they will be refreshed via the Products & Pricing Request (PCP) Form at a frequency of at least annually. Our discount pricing for proposals utilizing the Sourcewell contract is based on "Fully Loaded" pricing. The "Fully Loaded" rate includes all applicable taxes, warranty, freight, shipping and handling, pre-delivery inspection, installation, setup, mandatory training, or initial inspection, and any other fees associated with the project. Please Note: Prevailing Wages are excluded but will be priced where required at an increase not to exceed 25%. Union Rates are not included but will be priced where required at an increase not to exceed 25%. For Time and Material (T&M) service work, Trip/Truck Charges are subject to a \$75.00 environmental fee. Our Vendor Cost Proposal and products we can offer to Sourcewell members are attached as "Pricing Document—Sourcewell 121024.pdf" and "Contract Vehicle Line Card—Sourcewell 121024.pdf," respectively.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	In the pricing proposal, Convergent will provide up to 56% discount from the manufacturer's suggested retail price (MSRP).	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Convergent's volume discounts are determined on a case-by-case basis. Convergent does not offer any rebate programs.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Convergent has identified projects that utilize analytical materials outside of what we are able to source. "Sourced" or "Open Market" items will be priced at the quote level.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Convergent's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergent has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Convergent's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergent has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Convergent's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergent has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Convergent can provide a potential option. If the delivery site is close to the ordering CTC, in-person delivery options may be available. The CTC will make that determination at the time an order is placed.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Convergent has a strict compliance policy that ensures that all proposals are reviewed for compliance before submission to the customer. Each proposal is tracked, and the Convergent Contract Vehicle Team conducts a regular internal self-audit to ensure that all awards are reported and all proposals are reviewed.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Convergent's Contract Vehicles Team maintains several metrics that help determine our contracts' success. A few examples of metrics we are tracking include the following: - Total number of reviews - Booked sales for the year using contract vehicles - Booked value by CTC - Booked value by the Account Executive - Booked by customer name - Booked per vehicle - Quote reviews per vehicle	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Convergent is proposing a 1% per-unit administrative fee for all on-contract material and labor.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	This contract pricing aligns with existing or current contracts in which Convergent understands the value of keeping the pricing comparable between the contracts that we offer our government customers, whether with our Sourcewell contract or other cooperative contract vehicles.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Please see "Convergent Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our response to Question 76 for complete details.	*

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Alarm and signal systems	☒ Yes ☐ No	Offered	*
79	Building security automation and integration, motion-controlled lighting, occupancy detection	☒ Yes ☐ No	Offered	*
80	Fire detection, sprinkler and suppression systems	☒ Yes ☐ No	Offered	*
81	Intrusion and breach prevention and detection	☒ Yes ☐ No	Offered	*
82	Glass and window security, armor, and ballistic applications	☒ Yes ☐ No	Offered	*
83	Closed circuit television (CCTV), surveillance, and recording	☒ Yes ☐ No	Offered	
84	Facility and parking access control	☒ Yes ☐ No	Offered	
85	Robotic and Artificial Intelligence (AI) surveillance	☒ Yes ☐ No	Offered	
86	Biometric scanning and screening	☒ Yes ☐ No	Offered	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing Document - Sourcewell 121024 combined.pdf - Friday December 06, 2024 15:55:37
 - [Financial Strength and Stability](#) - Convergent 2023 AFS - Confidential.pdf - Friday December 06, 2024 12:27:35
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Convergent Subcontractor Hiring Process.pdf - Friday December 06, 2024 12:28:21
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Convergent Requested Exceptions.zip - Friday December 06, 2024 12:26:44
 - [Upload Additional Document](#) - Convergent Response to Sourcewell RFP.pdf - Friday December 06, 2024 15:05:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Vincent Piau, VP of SLED/Federal, Convergent Technologies LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	☒	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	☒	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	☒	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	☒	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	☒	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	☒	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	☒	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	☒	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	☒	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	☒	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	☒	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	☒	1



VENDOR COST PROPOSAL

SOURCEWELL

RFP 121024 – Facility Security Systems, Equipment, and Software Related Services

NATIONAL SURVEILLANCE SERVICES AND EQUIPMENT RATES

U.S. LOCATIONS AND CANADA*

As of 12/2024

CATEGORY	Discount Type	Discount
Contracting: Security & Fire Products, including subcontractors	Off Fully Loaded List Price	List less up to 20%
Subcontractor Labor Rates	Off Fully Loaded Contractor Cost	List less up to 17%
Miscellaneous parts	Off Fully Loaded List Price	List less up to 20%
Customer Service Program	Discount from local branch CSP pricing tool	Quote level less up to 20%
Monitoring/Maintenance	% of system cost	Up to 15%

Pricing Notes:

1. Priority 1 calls are according to our emergency/afterhours and have a minimum of 4 hours
2. Prevailing Wages are excluded but will be priced where required at an increase not to exceed 25%. Union Rates are excluded but will be priced where required at an increase not to exceed 25%
3. Service Call Standard: Minimum hour threshold is a minimum of 2 hours
4. For T&M service work, Trip/Truck Charges are subject to a \$75.00 environmental fee
5. Per diem rates: Based upon location and job category to be provided

Not to exceed pricing: The above rates and discounts are not to exceed pricing and can be adjusted lower but cannot exceed the pricing listed here for those projects purchased under the agreement. Customer must indicate their intent to use the Sourcewell Agreement at time of agreement.

Convergint - Sourcewell Contract

Pricing for contract 121024-CTL offers Sourcewell participating agencies in the United States & Canada up to a 56% discount off MSRP. Actual discounts vary by product line. Offerings are updated regularly to allow Sourcewell participating agencies access to the newest technologies & most up to date pricing.

Company	Top Brands	Company	Top Brands
3mllID		Everbridge	
3XLogic		Evolon	
911Cellular		Evolv	
ACRE	ComNet, Open Options, RS2 Technologies, Vanderbilt, Razberi, Feenics, SISCO and Matrix	Fenco	
Add-on Technologies		Fike	
Advanced Network Devices		Fortis Security	
AeroDefense		Galaxy	
AIDANT		Gallagher	
Aiphone		Genea	
Aktek		Genetec	Security Center, Omnicast, Synergis, AutoVu, Stratocast, Mission Control
Alcatel Lucent		Genuine Cable Group (GCG)	Paige Datacom
Alcatraz		Geulebruck	
Alert Enterprise		Grainier	
Alertus		GRI (George Risk Industries)	
Allegion	Schlage, Von Duprin, LCN, CISA, Briton	Gunnebo	Hamilton Safes, Chubb Safes, Rosengrens
Alocity		Hakimo	
Altronix		Hanwha Vision	Wisenet
AMAG	CONNECT, GUEST, CompleteView	HCI	Interactive Care Boards
AmberBox		Herta Security	
Ambient.ai		Hexagon	Cognify, NiceVision, VisionHub
Amulet Ballistic Barriers	Amulet Intercept	HID Global	iCLASS, Seos, Crescendo, Guard RFID, Mercury
Apollo		Honeywell	Security: ProWatch, Silent Knight, Notifier, Honeywell Fire: Notifier, Xtralis, Business Automation: Alerton
Appspace		Hysung	
Arecont Vision		IDEMIA	
Ascom		IDenticard	
Assa Abloy	Life Safety Power, Yale, Medeco, Adams Rite, Traka, Mul-T-Lock, Hanchett Entry Systems, Securitron	Identity One	
Athena Security		Identiv	Hirsch Velocity Access Control, Velocity VMS, Primis, SMB Access Control, uTrust Readers, Hirsch MFA Scramble Pads, Enterphone, Hirsch/Primis Cloud Based Access Control
Atlas IED		IDL	Smarter Security (in Americas)
Autocall		Inner Range	
AutoGate Inc.		Inovonics	
Automatic Systems	Bollere Group, Vivendi, Blue Systems	Integrated Control Technology (ICT)	Integrated Control Technologies
AVL Media Group		Intelliscene	Cognyte
Axis	2N, Citilog, Cognimatics	Intelligent Locations	
Barco		Intellisoft	
BCDVideo		International Vault	International Precast Inc.
Belden		i-PRO	Panasonic, Video Insight
Biamp		Irisity	Agent VI
Bioconnect		IronYun	Valido
BluBOX	BlueSKY	Isotec	
Bogen Communications		ISS	Intelligent Security Systems
Bold Group		Jeron	
Boon Edam		Johnson Controls	Software House, C-Cure, American Dynamics, Exacq, Innometriks, Kantech, Digital Security Controls (DSC), Sensormatic
Bosch		KapLogic	
Brivo		Kirkland	
Building Reports		Kode Labs	
ButterflyMX		Kontakt IO	
Camden Door Controls		Legrand	
CanSec Systems		LenelS2	OnGuard, Netbox, Elements, Blue Diamond
Carahsoft		Levatas	
Carehawk		LG Electronics	
CEIA		Liberty Safe	
CenTrak		LifeSafety Power	
CFS Solutions		Lockt	
CheKT Inc.		Magos	
CIAS		March Networks	
Cisco Meraki		Materna	
Clinton Electronics		Metransens	
Code Blue		MidMark	
Commend		Milestone Systems, Inc.	Pivot3, Kite, Continental Access, Xprotect, Husky, Interconnect, Kite, Arcules, Briefcam
Comnet		Mircom	
Compuflex Corporation		Mobile Pro Systems	
CradlePoint		Motorola Solutions	Avigilon, OpenPath, Ava, Pelco, Alta, Unity, IndigoVision, Halo
Crane Payment Innovations		MyTag	
Creston		Napco	Alarm Lock, Continental Access, Marks USA
Cypress Integration Solutions		Navenio	
Deister Electronic	proxSafe	NEDAP	Tuxen
Dell Technologies		NESA	INSIGHT
Delta Controls		Nice	HySecurity, ELAN® Control Systems, Linear® Surveillance Equipment
Detex		NVT Phybridge	CLEER, FLEX
Digital Acoustics		Octopus	
Digital Watchdog		Omnia Group	
Distech		Oosto	
DMP	Digital Monitoring Products, Inc.	OpenEye	
DoorKing		Optex	
Dormakaba	Keyscan, Best, RCI, Alvarado, Rutherford	Orion Entrance Control	
DragonFruit.ai		Ouster	
EAGL		Outlocks	
Eagle Eye		OWL (Observations Without Limits)	Groundaware
Eaton/Wheelock		Pacorn	
Edwards		Panduit	
EMERgency 24		Parabit	
Enceladus Technology		Pedestal Pro	
Envoy		Phunware	

Convergent - Sourcewell Contract

Pricing for contract 121024-CTL offers Sourcewell participating agencies in the United States & Canada up to a 56% discount off MSRP. Actual discounts vary by product line. Offerings are updated regularly to allow Sourcewell participating agencies access to the newest technologies & most up to date pricing.

Company	Top Brands	Company	Top Brands
PlateSmart		Xtractone	
Power Sonic		YourSix	
Powerstack		Yuasa	
Princeton Identity		Zebra	
ProTech		Zenitel	
QSC			
Quanergy			
Quick Base			
Qumulex			
Ramtech Global			
Rapid Response			
Rath Communications			
Rauland-Borg			
RealNetworks	SAFR		
Rhombus			
Right Crowd			
Safe Haven Defense			
Safetrust			
Safety Technology International			
Salient Systems			
Salto			
Samsung			
ScanSource			
Schneider Electric Buildings Americas, Inc.			
Seclock			
SecuriThings			
Security Information Systems			
Sensar			
Sentry Enterprises			
Shooter Detection Systems			
Shure			
Sightlogix			
Siklu			
Singlewire			
Smarter Security			
Solarbeam			
Solink			
Solis Energy			
Soloinsight			
Sonitor			
SOS Technologies			
Sound Intelligence			
Southwest Microwave			
Space Age Electronics			
Spectrum Camera Solutions			
Splan			
Spotter			
STiD			
Stonelock Biometrics			
Stratus			
Suprema			
SureView	Immix		
Surveill			
Swift Sensors			
Tagmaster			
Talk-A-Phone			
Teledyne Flir			
Teleportivity			
Teleray			
Telescopic Mast			
Tellerex			
The Indoor Lab			
Thermal Radar			
Thorvin			
Tiger Surveillance			
TOA			
Traka			
Transcore			
Userful			
Valcom			
Vault America			
Velasea			
Verint			
Verkada			
Videri			
Vintra			
Viper Imaging			
VisionAery			
VuWall			
Wavelynx			
Wescam	L3Harris		
West-Com			
Windy City Wire			



Proposal Evaluation
Facility Security Systems, Equipment, and Software with Related Services RFP #121024

	Possible Points	All State Communications	Alltrees, LLC	American Signal Corporation	API National Service Group	Bluum	Care Security Systems	CentrAlert Inc	Civic Tech Solutions	Convergent	Cosco Fire Protection, Inc	Covert Security Solutions Inc.	Delta Services LLC	Everon, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	35	35	37	42	38	37	36	33	42	36	34	38	43
Ability to Sell and Deliver Solutions	150	99	101	107	130	113	103	102	93	131	104	106	106	126
Marketing Plan	100	71	67	65	81	77	75	75	77	86	72	76	74	82
Value Added Attributes	100	67	72	68	69	70	71	71	69	80	70	73	71	77
Pricing	400	269	269	300	310	285	293	302	283	328	255	297	267	336
Depth and Breadth of Offered Solutions	200	130	137	129	155	143	143	133	138	176	130	145	141	166
Total Points	1,000	671	681	706	787	726	722	719	693	843	667	731	697	830
Rank Order		35	33	26	7	22	23	24	29	4	36	18.5	28	5

	Possible Points	flip lok llc	Garrett Metal Detectors	Genetec, Inc.	Guardian School Security Systems	Honeywell	Integrated Fire & Security Solutions Inc	Johnson Controls, Inc.	Managed Methods	March Networks, Inc.	MIDL Technology Inc.	Montel Technologies, LLC	Motorola Solutions, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	37	40	37	43	33	44	-	35	35	36	38
Ability to Sell and Deliver Solutions	150	111	99	120	109	129	96	135	-	112	106	106	114
Marketing Plan	100	78	65	73	78	79	68	85	-	69	77	80	63
Value Added Attributes	100	75	64	73	75	80	66	85	-	71	75	75	77
Pricing	400	296	301	308	284	344	276	343	-	318	296	325	282
Depth and Breadth of Offered Solutions	200	135	124	146	145	174	141	179	-	138	144	148	155
Total Points	1,000	731	690	760	728	849	680	871	-	743	733	770	729
Rank Order		18.5	30.5	11	21	3	34	1	-	14	17	10	20

	Possible Points	NetSource Educational Technologies, LLC	Packetalk	Pavion Corp	PLATINUM NETWORKS GROUP LLC	PVPIL-FN55 Acquisition, Inc. dba Global GRAB Technologies, Inc.	Real Time Networks Inc.	Securitas Technology Corporation	Siemens Industry, Inc.	Skyline Technology Solutions, LLC.	Sonitrol Services of New York Inc	The Cook and Boardman Group, LLC	USA Security
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	36	39	37	39	41	43	45	38	34	40	35
Ability to Sell and Deliver Solutions	150	96	111	103	106	106	127	122	133	121	88	126	95
Marketing Plan	100	64	64	77	69	76	87	75	81	76	70	81	68
Value Added Attributes	100	61	72	74	76	73	79	74	86	72	72	71	65
Pricing	400	291	265	276	317	329	307	326	345	282	301	303	310
Depth and Breadth of Offered Solutions	200	138	142	161	150	135	137	158	177	150	139	160	140
Total Points	1,000	686	690	742	752	758	778	798	867	739	704	781	713
Rank Order		32	30.5	15	13	12	9	6	2	16	27	8	25

DocuSigned by:

 Brandon T. Brown
 Senior Procurement Analyst

DocuSigned by:

 Julie Reib
 Procurement Analyst II

Signed by:

 Joshua Young
 Procurement Analyst II

DocuSigned by:

 Nicole Luveth
 Procurement Analyst



**COMMENT AND REVIEW
to the
REQUEST FOR PROPOSALS (RFP) #121024
Entitled**

Facility Security Systems, Equipment, and Software with Related Services

The following advertisement was placed October 22, 2024 in South Carolina’s *The State*, on the Sourcewell website at www.sourcewell-mn.gov, Sourcewell Procurement Portal at <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov and on October 22, 2024 and October 23, 2024, in *The Salt Lake Tribune*, on October 22, 2024 and October 29, 2024 in *The Oklahoman* and *USA Today*, and October 23, 2024 in *Deseret News* and *Oregon’s Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility Security Systems, Equipment, and Software with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 10, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

AED Brands	AeroClave, LLC
AIK Global Inc	All State Communications
alltrack trading llc	Alltrees, LLC
American Signal Corporation	APi National Service Group
Atlas Solutions, LLC	Bearcom Canada Corporation
Bellingham Lock and Safe	Bluum
Care Security Systems	CentrAlert Inc
Charter Telcom Inc	Chubb Fire & Security
Civic Tech Solutions	Construction Industry Center
Construction Industry Center	Convergint
Corrections Technology Group LLC	Cosco Fire Protection, Inc
Covert Security Solutions Inc.	Deloitte Consulting LLP

Delta Services	Deltek
Design Video Security Systems, Inc.	DJC Oregon Project Center
Dynamic Solution Innovators Inc.	EC Company
EIS, Inc.	Electronic Design Company
eRepublic, Inc.	Everon, LLC
Evolis, Inc.	Exutory Solutions LLC
Fastech Solutions	FIBERTEL COMMUNICATIONS CANADA INC.
flip lok llc	Flower City Communications, Inc.
Fortior Solutions, LLC	GAIN INNOVATION LLC
Garrett Metal Detectors	Genetec, Inc.
Guardian School Security Systems	Hitachi Energy Canada Inc.
Holden Electric	Honeywell
Hoosier Security	HQE Systems Inc
Hunt Electric Corporation	ID Tech Solutions
Infojini, Inc.	Integrated Fire & Security Solutions Inc
Intelibs, Inc	Johnson Controls (Tyco) - Houston TX
Johnson Controls, Inc.	Konica Minolta Business Solutions U.S.A., Inc.
Lantek Security & Automation	LONG Building Technologies
LORICA Equipment Ltd.	Lunyar LLC
Managed Methods	Maplesoft Consulting Inc.
March Networks, Inc.	MIDL Technology Inc.
Montel Technologies, LLC	Motorola Solutions, Inc.
Multimedia Led Inc	NetSource Educational Technologies, LLC
networkfx, Inc	New In Blue
Optima Business Solutions LLC	Packetalk
Pavion Corp	PBX Engineering Ltd.
PLATINUM NETWORKS GROUP LLC	Presidio
Presidio Networked Solutions Group LLC	Presidio Networked Solutions LLC
PrimeCom USA LLC	PumpTex, Inc.
PVPII-FNSS Acquisition, Inc. dba Global GRAB Technologies, Inc.	PWXPress
Quality and Assurance Technology Corporation	Real Time Networks Inc.
Regina Construction Association	ROBENS MARC LLC
Scarlet Security & Risk Group	Securitas Technology Corporation
Selcom LLC	Siemens Industry, Inc.
Silver Stream Audio Visual	Site Solutions LLC
Skyline Technology Solutions, LLC.	Sonitrol Services of New York Inc
Delta Services	TELUS
SP Plus Corporation Canada	The PlanIT Room
The Cook and Boardman Group, LLC	Unified Software Solutions
Think AI consulting corporation	Versatile Techno
USA Security	Xcite AV
W2K Security of Rapid City LLC	
YourCircle Busienss Eco System Corporation	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal on December 10, 2024, at 4:30 pm CT. Proposals were received from the following:

Asset Management Systems dba USA Security
All State Communications
Alltrees LLC dba Grove Security
American Signal Corporation
APi National Service Group Inc. (APi-NSG)
Bluum USA Inc.
Care Security Systems Inc.
CentrAlert Inc.
Civic Tech Solutions LLC
Convergint Technologies LLC
Cosco Fire Protection Inc.
Covert Security Solutions Inc.
Delta Services LLC dba The State Group Industrial USA
Everon LLC
Flip Lok LLC dba Safety Film USA
Garrett Metal Detectors
Genetec Inc.
Guardian School Security Systems SBC dba TLC Millimeterwave Products, Inc.
Honeywell International Inc
Integrated Fire & Security Solutions Inc.
Johnson Controls Fire Protection LP.
Managed Methods Inc.
March Networks Inc.
MIDL Technology Inc.
Montel Technologies LLC
Motorola Solutions Inc.
NetSource Enterprise Technologies LLC dba Secured Structures LLC
Packetalk
Pavion Corp.
Platinum Networks Group LLC
PVPII-FNSS Acquisition Inc. dba Global GRAB Technologies Inc.
Real Time Networks Inc.
Securitas Technology Corporation
Siemens Industry Inc.
Skyline Technology Solutions LLC
Sonitrol Services of New York Inc. dba Eastern Security Services Inc.
The Cook and Boardman Group LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst
Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

Julie Riebe, Procurement Analyst II
Nicole Lueth, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

APi National Service Group was founded in 1926 and has grown to over 40 subsidiaries representing over 190 fire protection offices throughout the US and Canada. With a sales force of roughly 1,000 and a service force of roughly 2,500, they will be able to meet the needs of participating entities. As a full scope fire line safety contractor, they offer a range of fire protection service and equipment. APi National Service Group is offering their products and services with a competitive discount from MSRP.

Convergint Technologies, LLC, is a security systems integrator offering electronic security, fire alarm, and life safety solutions in the US and Canada. They have a sizeable sales and service team supported by technology and 24/7 emergency call centers to respond to Sourcewell participating entity needs. Convergint Technologies is offering a range of discounts going up to 56% off MSRP.

Everon, LLC is a systems integrator and reseller of a wide range of commercial security, fire, and life safety solutions. They are experienced in the education and public sector and have a dedicated SLED team. Everon, LLC has over 5,000 employees, 500 sales staff, and 2,500 technicians that will service their US customers through 100 branches nationwide. Standard training is included at no additional cost with the purchase of new systems. They are offering a discount off their national commercial sales prices.

Honeywell International Inc. (Honeywell) is a Fortune 100 software-industrial company operating worldwide from 990 locations in over 100 countries. They are offering all requested solutions for this RFP including building automation and management systems and HVAC and comfort solutions. Their Building Technologies division will service Sourcewell participating entities in Canada and the US directly via their 44,000 employees and over 121 US locations. They are offering their lowest possible published pricing with a generous discount off MSRP. P-cards will also be accepted for no additional cost. Their goal is to deliver 100% of projects within the negotiated scope and price.

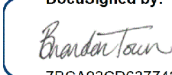
Johnson Controls Inc was founded in 1885 and has more than 42,000 direct employees in 160 branch offices and 92 distribution and warehouse facilities in North America. Johnson Controls is offering a competitive pricing model that offers a varying range of discounts off labor and equipment type. They are offering a wide range of products and services that extends through the requested solutions within the solicitation that will meet participating entities needs.

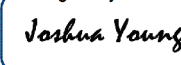
Securitas Technology is a leader in providing innovative and proven security system services, demonstrating extensive experience. The proposal highlights a comprehensive portfolio that includes intrusion, fire, video, access, and integrated systems, along with robust service offerings such as monitoring, managed, hosted, and online services. Securitas is licensed to do business in all 50 states and Canada. With over 350 full time Account Executives and a 24/7 customer response center and dispatch team, Securitas showcases their ability to provide for participating entities.

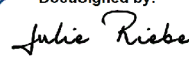
Siemens Industry, Inc. can fully sell and service Sourcewell participating entities throughout the US with their 9,000 sales staff, 3,100 support personnel, and over 100 sales offices. They have a full scope of the requested equipment, products and services ranging from alarm and signal systems, and fire and life safety to access control and video surveillance. Siemens Industry, Inc. is customer centric and offers 24/7 customer service. They are providing products and services based on their Most Favored Customer pricing.

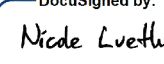
For these reasons, the following awards of Sourcewell Master Agreement #121024 are recommended:

API National Service Group	121024-API
Convergint	121024-CTL
Everon, LLC	121024-EVER
Honeywell	121024-HNY
Johnson Controls	121024-JHN
Securitas Technology Corporation	121024-SCS
Siemens	121024-SIE

DocuSigned by:

7BCA93CD6377421...
Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

Signed by:

6532AB36AAD6496...
Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

DocuSigned by:

74DB922AE0B4411...
Julie Riebe, Procurement Analyst II

DocuSigned by:

357BE3B136A34E1...
Nicole Lueth, Procurement Analyst

STATEMENT OF COMPLIANCE

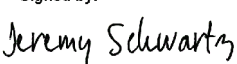
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #121024 for Facility Security, Equipment and Software with Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.
2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.
3. The awards listed were made based on the results of the competitive solicitation process.
4. The awards listed were ratified by the Sourcewell Board of Directors on March 24, 2025.

Signed by:


C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Hydrant and valve maintenance, repair, and replacement services</i>		
Requested Action		
Approval to piggyback the Town of Longboat Key Term Contract No. IFB 24-091 with R&M Service Solutions, LLC to provide hydrant and valve maintenance, repair, and flushing services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified the Town of Longboat Key Term Contract No. IFB 24-091, as a suitable procurement vehicle for hydrant and valve maintenance, repair, and flushing services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial 3-year agreement, with the option for two (2) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$1,275,000, with a start date of June 25, 2025. This contract will provide hydrant and valve maintenance, repair, and flushing services. Funding will be determined on a project-by-project basis and allocated from the R&M Systems Hydrants fund, Account No. 41533-54612-33607, and R&M Systems Gate Valves fund, Account No. 41533-54612-33608. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$0.00	41533-54612-33607, R&M Systems Hydrants	\$39,700
\$0.00	41533-54612-33608, R&M Systems Gate Valves	\$58,200
Exhibits Attached (copies of original agreements)		

1.	24-091 Executed Agreement	24-091 Executed Agreement.pdf
2.	24-091 Pricing	24-091 Pricing.pdf
3.	Award Recommendation	Award Recommendation.pdf

TOWN OF LONGBOAT KEY
AGREEMENT
FOR
IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key
Attention: Accounts Payable
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Htipton@longboatkey.org

With a copy to:

Jessie Camburn, Utilities Manager
600 General Harris
Longboat Key, FL 34228
Email: Jcamburn@longboatkey.org

and

Maggie Mooney, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@flgovlaw.com

and

The Town's Procurement Manager via e-mail at Purchasing@longboatkey.org

As to the Contractor:

Mr. Michael George
7256 West Port Place
West Palm Beach, Fl. 33413
Email: Mgeorge@rmservicesolutions.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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 TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 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 Contractor 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." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: _____

Name: _____

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

SECTION 26.0 – E-VERIFY

26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:

As To R&M Service Solutions, LLC


(Signature)

Penni L. Cala, Bid Coordinator
(Print or Type Name)

Date: 01/03/2025

Seal:

CONTRACTOR:

R&M SERVICE SOLUTIONS, LLC

By: 
(Signature)

Its General Manager
(Title of Authorized Representative)

Michael George
(Print or Type Name)

Date: 01/03/2025

ATTEST:

As to Town of Longboat Key, Florida

DocuSigned by:
Trish Shinkle
Trish Shinkle, Town Clerk

Date: 1/6/2025

Seal: DS



Review of Agreement as to Form

Signed by:
By: R. David Jackson Jr. for
R. David Jackson Jr., Esq., Town Attorney

TOWN

Town of Longboat Key, Florida

DocuSigned by:
By: Howard Tipton
Howard Tipton, Town Manager

Date: 1/6/2025

R&MSERV-01

MOWERYD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No): E-MAIL ADDRESS: Dianne.Klaus@ioausa.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A : Transportation Insurance Company</td> <td style="width: 20%;">NAIC # 20494</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Transportation Insurance Company	NAIC # 20494	INSURER B : The Continental Insurance Company	35289	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
INSURER A : Transportation Insurance Company	NAIC # 20494												
INSURER B : The Continental Insurance Company	35289												
INSURER C : Travelers Property Casualty Company of America	25674												
INSURER D :													
INSURER E :													
INSURER F :													
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
A	☒ COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <table style="width: 100%;"> <tr> <td>☐ POLICY</td> <td>☒ PROJECT</td> <td>☒ LOC</td> </tr> </table> OTHER:	☐ CLAIMS-MADE	☒ OCCUR	☐ POLICY	☒ PROJECT	☒ LOC			6042667780	7/21/2024	7/21/2025	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
☐ CLAIMS-MADE	☒ OCCUR																									
☐ POLICY	☒ PROJECT	☒ LOC																								
EACH OCCURRENCE	\$ 1,000,000																									
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																									
MED EXP (Any one person)	\$ 15,000																									
PERSONAL & ADV INJURY	\$ 1,000,000																									
GENERAL AGGREGATE	\$ 2,000,000																									
PRODUCTS - COMP/OP AGG	\$ 2,000,000																									
	\$																									
B	AUTOMOBILE LIABILITY ☒ ANY AUTO <table style="width: 100%;"> <tr> <td>☐ OWNED AUTOS ONLY</td> <td>☐ SCHEDULED AUTOS</td> </tr> <tr> <td>☐ HIRED AUTOS ONLY</td> <td>☐ NON-OWNED AUTOS ONLY</td> </tr> </table>	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY			6081140945	7/21/2024	7/21/2025	<table style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$					
☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS																									
☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY																									
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																									
BODILY INJURY (Per person)	\$																									
BODILY INJURY (Per accident)	\$																									
PROPERTY DAMAGE (Per accident)	\$																									
	\$																									
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034018351	7/21/2024	7/21/2025	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$													
EACH OCCURRENCE	\$ 3,000,000																									
AGGREGATE	\$ 3,000,000																									
	\$																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="width: 100%;"> <tr> <td style="text-align: center;">Y / N</td> <td></td> </tr> <tr> <td style="text-align: center;">☒ N</td> <td style="text-align: center;">N / A</td> </tr> </table>	Y / N		☒ N	N / A			6042667794	7/21/2024	7/21/2025	<table style="width: 100%;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
Y / N																										
☒ N	N / A																									
☒ PER STATUTE	☐ OTH-ER																									
E.L. EACH ACCIDENT	\$ 1,000,000																									
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																									
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																									
C	Equipment Floater			QT6605N313831-TIL-24	7/21/2024	7/21/2025	<table style="width: 100%;"> <tr> <td>Leased/Rented-Item</td> <td style="text-align: right;">250,000</td> </tr> </table>	Leased/Rented-Item	250,000																	
Leased/Rented-Item	250,000																									

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Longboat Key 501 Bay Isles Road Longboat Key, FL 34228	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Exhibit A

Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.

IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services					
				R&M SERVICE SOLUTIONS	
Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
Hydrant Services					
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	\$110.00	\$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	\$110.00	\$110.00
3	Attach Hydrant ID Tag	Each	1	\$15.00	\$15.00
4	Install Reflective Road Marker	Each	1	\$20.00	\$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	\$50.00	\$50.00
6	Upper Barrel Repair	Each	1	\$800.00	\$800.00
7	Lower Barrel Repair	Each	1	\$1,100.00	\$1,100.00
8	Hydrant Extension 6 Inch	Each	1	\$900.00	\$900.00
9	Hydrant Extension 12 Inch	Each	1	\$1,200.00	\$1,200.00
10	Hydrant Extension 18 Inch	Each	1	\$1,400.00	\$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	\$10,500.00	\$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	\$12,000.00	\$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	\$13,000.00	\$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	\$16,000.00	\$16,000.00
14b	6 inch x 8 inch tee	Each	1	\$16,500.00	\$16,500.00
14c	6 inch x 10 inch tee	Each	1	\$16,750.00	\$16,750.00
14d	6 inch x 12 inch tee	Each	1	\$16,850.00	\$16,850.00
14e	6 inch x 14 inch tee	Each	1	\$17,250.00	\$17,250.00
14f	6 inch x 16 inch tee	Each	1	\$17,500.00	\$17,500.00
Install					
water main .					
15	with 6 inch x 6 inch wet tap	Each	1	\$12,500.00	\$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	\$12,800.00	\$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	\$13,250.00	\$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	\$13,750.00	\$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	\$14,000.00	\$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	\$14,150.00	\$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	\$5,000.00	\$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	\$450.00	\$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	\$200.00	\$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	\$400.00	\$400.00
Valve Services					
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	\$65.00	\$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	\$65.00	\$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	\$65.00	\$650.00

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work)	Each	30	\$50.00	\$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	\$200.00	\$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	\$450.00	\$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	\$500.00	\$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	\$1,550.00	\$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$7,500.00	\$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$8,000.00	\$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	\$8,000.00	\$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$10,000.00	\$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$14,000.00	\$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$15,000.00	\$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	\$12,250.00	\$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	\$13,987.00	\$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	\$16,125.00	\$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	\$18,500.00	\$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	\$23,400.00	\$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	\$48,000.00	\$48,000.00
Required use of DI pipe in lieu of C-900 PVC pipe					
42	6 inch	LF	10	\$58.00	\$580.00
42a	8 inch	LF	10	\$71.00	\$710.00
42b	12 inch	LF	10	\$91.00	\$910.00
42c	14 inch	LF	10	\$150.00	\$1,500.00
42d	16 inch	LF	10	\$150.00	\$1,500.00
Line Stop Services					
43	4 inch line stop (316 SS fitting)	Each	2	\$13,250.00	\$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	\$11,550.00	\$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	\$14,464.00	\$28,928.00
46	6 inch line stop (epoxy fitting)	Each	2	\$13,393.00	\$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	\$14,986.00	\$14,986.00
48	8 inch line stop (epoxy fitting)	Each	1	\$14,407.00	\$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	\$16,347.00	\$16,347.00
50	10 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
52	14 inch line stop (epoxy fitting)	Each	1	\$18,354.00	\$18,354.00
53	16 inch line stop (epoxy fitting)	Each	1	\$20,099.00	\$20,099.00
Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only					

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	\$600.00	\$600.00
55	8 inch	Each	1	\$750.00	\$750.00
56	10 inch	Each	1	\$815.00	\$815.00
57	12 inch	Each	1	\$850.00	\$850.00
58	14 inch	Each	1	\$2,100.00	\$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	\$50.00	\$250.00
60	4 inch by-pass piping	LF	10	\$175.00	\$1,750.00
61	6 inch by-pass piping	LF	10	\$200.00	\$2,000.00
62	Mobilization & Demobilization	LS	1	\$1,500.00	\$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	\$1,500.00	\$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	\$20.00	\$20.00
Dewatering					
65	Dewatering 0-6"	LF	1	\$225.00	\$225.00
66	Dewatering 6-12"	LF	1	\$350.00	\$350.00
67	Dewatering 12-18"	LF	1	\$485.00	\$485.00
Misc. Materials					
68	Riprap (sand-cement)	CY	1	\$500.00	\$500.00
69	Fill	CY	1	\$150.00	\$150.00
70	#57 rock	CY	1	\$150.00	\$150.00
71	Shell rock	CY	1	\$150.00	\$150.00
Sod Replacement					
72	Bahia	SY	1	\$150.00	\$150.00
73	St. Augustine	SY	1	\$150.00	\$150.00
74	Seed & Mulch	SY	1	\$150.00	\$150.00
75	Water (1,000 gallons)	GAL	1,000	\$1.00	\$1,000.00
Miscellaneous Services					
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	\$650.00	\$650.00
77	Compaction	CY	1	\$250.00	\$250.00
78	Backfill	CY	1	\$265.00	\$265.00
79	Emergency Call Out Response Time	HRS	1	\$1,000.00	\$1,000.00
Total Base Bid					\$974,464.00

Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA



REIMBURSABLE COST SCHEDULE

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.

IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services					
				R&M SERVICE SOLUTIONS	
Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
Hydrant Services					
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	\$110.00	\$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	\$110.00	\$110.00
3	Attach Hydrant ID Tag	Each	1	\$15.00	\$15.00
4	Install Reflective Road Marker	Each	1	\$20.00	\$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	\$50.00	\$50.00
6	Upper Barrel Repair	Each	1	\$800.00	\$800.00
7	Lower Barrel Repair	Each	1	\$1,100.00	\$1,100.00
8	Hydrant Extension 6 Inch	Each	1	\$900.00	\$900.00
9	Hydrant Extension 12 Inch	Each	1	\$1,200.00	\$1,200.00
10	Hydrant Extension 18 Inch	Each	1	\$1,400.00	\$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	\$10,500.00	\$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	\$12,000.00	\$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	\$13,000.00	\$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	\$16,000.00	\$16,000.00
14b	6 inch x 8 inch tee	Each	1	\$16,500.00	\$16,500.00
14c	6 inch x 10 inch tee	Each	1	\$16,750.00	\$16,750.00
14d	6 inch x 12 inch tee	Each	1	\$16,850.00	\$16,850.00
14e	6 inch x 14 inch tee	Each	1	\$17,250.00	\$17,250.00
14f	6 inch x 16 inch tee	Each	1	\$17,500.00	\$17,500.00
Install					
water main .					
15	with 6 inch x 6 inch wet tap	Each	1	\$12,500.00	\$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	\$12,800.00	\$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	\$13,250.00	\$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	\$13,750.00	\$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	\$14,000.00	\$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	\$14,150.00	\$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	\$5,000.00	\$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	\$450.00	\$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	\$200.00	\$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	\$400.00	\$400.00
Valve Services					
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	\$65.00	\$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	\$65.00	\$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	\$65.00	\$650.00

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work)	Each	30	\$50.00	\$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	\$200.00	\$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	\$450.00	\$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	\$500.00	\$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	\$1,550.00	\$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$7,500.00	\$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$8,000.00	\$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	\$8,000.00	\$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$10,000.00	\$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$14,000.00	\$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$15,000.00	\$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	\$12,250.00	\$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	\$13,987.00	\$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	\$16,125.00	\$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	\$18,500.00	\$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	\$23,400.00	\$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	\$48,000.00	\$48,000.00
Required use of DI pipe in lieu of C-900 PVC pipe					
42	6 inch	LF	10	\$58.00	\$580.00
42a	8 inch	LF	10	\$71.00	\$710.00
42b	12 inch	LF	10	\$91.00	\$910.00
42c	14 inch	LF	10	\$150.00	\$1,500.00
42d	16 inch	LF	10	\$150.00	\$1,500.00
Line Stop Services					
43	4 inch line stop (316 SS fitting)	Each	2	\$13,250.00	\$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	\$11,550.00	\$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	\$14,464.00	\$28,928.00
46	6 inch line stop (epoxy fitting)	Each	2	\$13,393.00	\$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	\$14,986.00	\$14,986.00
48	8 inch line stop (epoxy fitting)	Each	1	\$14,407.00	\$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	\$16,347.00	\$16,347.00
50	10 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
52	14 inch line stop (epoxy fitting)	Each	1	\$18,354.00	\$18,354.00
53	16 inch line stop (epoxy fitting)	Each	1	\$20,099.00	\$20,099.00
Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only					

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	\$600.00	\$600.00
55	8 inch	Each	1	\$750.00	\$750.00
56	10 inch	Each	1	\$815.00	\$815.00
57	12 inch	Each	1	\$850.00	\$850.00
58	14 inch	Each	1	\$2,100.00	\$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	\$50.00	\$250.00
60	4 inch by-pass piping	LF	10	\$175.00	\$1,750.00
61	6 inch by-pass piping	LF	10	\$200.00	\$2,000.00
62	Mobilization & Demobilization	LS	1	\$1,500.00	\$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	\$1,500.00	\$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	\$20.00	\$20.00
Dewatering					
65	Dewatering 0-6"	LF	1	\$225.00	\$225.00
66	Dewatering 6-12"	LF	1	\$350.00	\$350.00
67	Dewatering 12-18"	LF	1	\$485.00	\$485.00
Misc. Materials					
68	Riprap (sand-cement)	CY	1	\$500.00	\$500.00
69	Fill	CY	1	\$150.00	\$150.00
70	#57 rock	CY	1	\$150.00	\$150.00
71	Shell rock	CY	1	\$150.00	\$150.00
Sod Replacement					
72	Bahia	SY	1	\$150.00	\$150.00
73	St. Augustine	SY	1	\$150.00	\$150.00
74	Seed & Mulch	SY	1	\$150.00	\$150.00
75	Water (1,000 gallons)	GAL	1,000	\$1.00	\$1,000.00
Miscellaneous Services					
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	\$650.00	\$650.00
77	Compaction	CY	1	\$250.00	\$250.00
78	Backfill	CY	1	\$265.00	\$265.00
79	Emergency Call Out Response Time	HRS	1	\$1,000.00	\$1,000.00
Total Base Bid					\$974,464.00

Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA



REIMBURSABLE COST SCHEDULE

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.



TOWN OF LONGBOAT KEY

Incorporated November 14, 1955

Purchasing Division
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999
www.longboatkey.org

RECOMMENDATION OF AWARD

IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES

Date: August 30, 2024
To: Mr. Howard Tipton, Town Manager
From: Ms. Kari Kennedy, Purchasing Manager

SUBJECT

Approve the recommendation of award and enter into an agreement with the contractor, R&M Service Solutions, LLC. of San Antonio, FL., the lowest responsive and responsible contractor whose bid was determined to be in the best interest of the Town that met all of the requirements set forth by the Town in a solicited Invitation For Bids.

DESCRIPTION

The Purchasing Division issued an Invitation For Bids to solicit for a qualified contractor to provide fire hydrant maintenance, repair, and replacement services. Invitation For Bids (IFB) 24-091 was issued with one (1) contractor submitting a bid.

After responsiveness and responsibility verification, review of the bid and correspondence with the apparent low-bidder, the Public Works Department recommends to the Town Manager to award this IFB to the lowest responsive and responsible contractor, R&M Service Solutions, LLC. of San Antonio, FL.

RECOMMENDATION

Request the Town Manager approve the recommendation of award and authorize staff to enter into an agreement with R&M Service Solutions, LLC. of San Antonio, FL., for IFB 24-091 Fire Hydrant Maintenance, Repair, and Replacement Services.

 X Approve the recommendation and authorize staff to enter into an agreement with R&M Service Solutions, LLC. of San Antonio, FL.

 Decline the recommendation and decline the authorization of staff to enter into an agreement with R&M Service Solutions, LLC. of San Antonio, FL.

DocuSigned by:

Howard Tipton
Howard Tipton, Town Manager

8/30/2024

Date

Attachments:

- 1) Recommendation from Public Works Department
- 2) Bid Tabulation

Kari Kennedy

From: Isaac Brownman
Sent: Thursday, August 29, 2024 1:55 PM
To: Jessie Camburn
Cc: Kari Kennedy; Julie M. Anderson; Richard Walters
Subject: RE: R & M Services' proposal for the Fire Hydrant Maintenance, Repair, and Replacement Service contract (IFB 24-091)

Agree, thank you Jessie. Good to move forward.

Isaac Brownman

Director | Town of Longboat Key Public Works
600 General Harris Street
Longboat Key, Florida 34228
Ph. 941-316-1988 Ext. 2210
Cell 941-822-6876
ibrownman@longboatkey.org

"Longboat Key is a beautiful place to live, work, and visit where the natural assets of a barrier island combine with cultural and recreational amenities, visionary planning, and proactive leadership to enhance your way of life."

Note: Florida has a very broad public records law. Under Florida law, email addresses are considered public records. If you do not want your email address released in a response to a public records request, you should not send electronic email to this entity. Instead, you may wish to contact our office by phone or in writing. All written documents are also considered public record and open for inspection upon request.

From: Jessie Camburn <jcamburn@longboatkey.org>
Sent: Thursday, August 29, 2024 1:10 PM
To: Isaac Brownman <IBrownman@longboatkey.org>
Cc: Kari Kennedy <KKennedy@longboatkey.org>; Julie M. Anderson <jmanderson@longboatkey.org>; Richard Walters <rwalters@longboatkey.org>
Subject: R & M Services' proposal for the Fire Hydrant Maintenance, Repair, and Replacement Service contract (IFB 24-091)

Dear Isaac,

I hope this message finds you well.

I am writing to inform you that I have reviewed R & M Services' proposal for the Fire Hydrant Maintenance, Repair, and Replacement Service contract (IFB 24-091) for the town of Longboat Key. R & M Services has been providing these services to the town for many years and has consistently demonstrated an excellent track record.

As the sole bidder for this project, I believe their pricing and qualifications align with the town's expectations and requirements. Therefore, it is my professional opinion that we should proceed with R & M Service Solutions for this contract.

Thank you for your attention to this matter. I look forward to your thoughts.



Jessie Camburn

Utilities Manager

Town of Longboat Key Public Works

600 General Harris St.

Longboat Key, FL 34228

Ph. (941)316-1988 ext. 2217

BID TAB IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services					
				R&M SERVICE SOLUTIONS	
Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
Hydrant Services					
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	\$110.00	\$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	\$110.00	\$110.00
3	Attach Hydrant ID Tag	Each	1	\$15.00	\$15.00
4	Install Reflective Road Marker	Each	1	\$20.00	\$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	\$50.00	\$50.00
6	Upper Barrel Repair	Each	1	\$800.00	\$800.00
7	Lower Barrel Repair	Each	1	\$1,100.00	\$1,100.00
8	Hydrant Extension 6 Inch	Each	1	\$900.00	\$900.00
9	Hydrant Extension 12 Inch	Each	1	\$1,200.00	\$1,200.00
10	Hydrant Extension 18 Inch	Each	1	\$1,400.00	\$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	\$10,500.00	\$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	\$12,000.00	\$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	\$13,000.00	\$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	\$16,000.00	\$16,000.00
14b	6 inch x 8 inch tee	Each	1	\$16,500.00	\$16,500.00
14c	6 inch x 10 inch tee	Each	1	\$16,750.00	\$16,750.00
14d	6 inch x 12 inch tee	Each	1	\$16,850.00	\$16,850.00
14e	6 inch x 14 inch tee	Each	1	\$17,250.00	\$17,250.00
14f	6 inch x 16 inch tee	Each	1	\$17,500.00	\$17,500.00
Install					
water main .					
15	with 6 inch x 6 inch wet tap	Each	1	\$12,500.00	\$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	\$12,800.00	\$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	\$13,250.00	\$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	\$13,750.00	\$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	\$14,000.00	\$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	\$14,150.00	\$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	\$5,000.00	\$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	\$450.00	\$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	\$200.00	\$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	\$400.00	\$400.00
Valve Services					
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	\$65.00	\$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	\$65.00	\$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	\$65.00	\$650.00

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work	Each	30	\$50.00	\$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	\$200.00	\$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	\$450.00	\$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	\$500.00	\$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	\$1,550.00	\$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$7,500.00	\$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$8,000.00	\$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	\$8,000.00	\$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$10,000.00	\$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$14,000.00	\$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$15,000.00	\$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	\$12,250.00	\$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	\$13,987.00	\$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	\$16,125.00	\$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	\$18,500.00	\$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	\$23,400.00	\$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	\$48,000.00	\$48,000.00
Required use of DI pipe in lieu of C-900 PVC pipe					
42	6 inch	LF	10	\$58.00	\$580.00
42a	8 inch	LF	10	\$71.00	\$710.00
42b	12 inch	LF	10	\$91.00	\$910.00
42c	14 inch	LF	10	\$150.00	\$1,500.00
42d	16 inch	LF	10	\$150.00	\$1,500.00
Line Stop Services					
43	4 inch line stop (316 SS fitting)	Each	2	\$13,250.00	\$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	\$11,550.00	\$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	\$14,464.00	\$28,928.00
46	6 inch line stop (epoxy fitting)	Each	2	\$13,393.00	\$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	\$14,986.00	\$14,986.00
48	8 inch line stop (epoxy fitting)	Each	1	\$14,407.00	\$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	\$16,347.00	\$16,347.00
50	10 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
52	14 inch line stop (epoxy fitting)	Each	1	\$18,354.00	\$18,354.00
53	16 inch line stop (epoxy fitting)	Each	1	\$20,099.00	\$20,099.00
Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only					

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	\$600.00	\$600.00
55	8 inch	Each	1	\$750.00	\$750.00
56	10 inch	Each	1	\$815.00	\$815.00
57	12 inch	Each	1	\$850.00	\$850.00
58	14 inch	Each	1	\$2,100.00	\$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	\$50.00	\$250.00
60	4 inch by-pass piping	LF	10	\$175.00	\$1,750.00
61	6 inch by-pass piping	LF	10	\$200.00	\$2,000.00
62	Mobilization & Demobilization	LS	1	\$1,500.00	\$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	\$1,500.00	\$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	\$20.00	\$20.00
Dewatering					
65	Dewatering 0-6"	LF	1	\$225.00	\$225.00
66	Dewatering 6-12"	LF	1	\$350.00	\$350.00
67	Dewatering 12-18"	LF	1	\$485.00	\$485.00
Misc. Materials					
68	Riprap (sand-cement)	CY	1	\$500.00	\$500.00
69	Fill	CY	1	\$150.00	\$150.00
70	#57 rock	CY	1	\$150.00	\$150.00
71	Shell rock	CY	1	\$150.00	\$150.00
Sod Replacement					
72	Bahia	SY	1	\$150.00	\$150.00
73	St. Augustine	SY	1	\$150.00	\$150.00
74	Seed & Mulch	SY	1	\$150.00	\$150.00
75	Water (1,000 gallons)	GAL	1,000	\$1.00	\$1,000.00
Miscellaneous Services					
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	\$650.00	\$650.00
77	Compaction	CY	1	\$250.00	\$250.00
78	Backfill	CY	1	\$265.00	\$265.00
79	Emergency Call Out Response Time	HRS	1	\$1,000.00	\$1,000.00
Total Base Bid					\$974,464.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Hydrant and valve maintenance, repair, and flushing services</i>		
Requested Action		
Approval to piggyback the Seminole County Term Contract No. IFB-604913-24/LAS with HydroMax USA, LLC to provide hydrant and valve maintenance, repair, and flushing services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified the Seminole County Term Contract No. IFB-604913-24/LAS, as a suitable procurement vehicle for hydrant and valve maintenance, repair, and flushing services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial 3-year agreement, with the option for two (2) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$1,275,000, with a start date of June 25, 2025. This contract will provide hydrant and valve maintenance, repair, and flushing services. Funding will be determined on a project-by-project basis and allocated from the R&M Systems Hydrants fund, Account No. 41533-54612-33607, and R&M Systems Gate Valves fund, Account No. 41533-54612-33608. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$0.00	41533-54612-33607, R&M Systems Hydrants	\$39,700
\$0.00	41533-54612-33608, R&M Systems Gate Valves	\$58,200
Exhibits Attached (copies of original agreements)		

1.	IFB-604913-24LAS Agreement	IFB-604913-24LAS Agreement.pdf
2.	Bid Tabulation and Recommendation	Bid Tabulation and Recommendation.pdf

**TERM CONTRACT FOR HYDRANT & VALVE MAINTENANCE, REPAIR, AND
FLUSHING
(IFB-604913-24/LAS)**

THIS AGREEMENT is dated as of the 27th day of March 2025, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose address is 3700 River Walk Dr., Suite 145, Flower Mound, TX, 75028, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 1 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.



Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 3 of 24



- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

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



(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 5 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

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

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 6 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 7 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 8 of 24



under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 9 of 24



current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 10 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 11 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 12 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 13 of 24



Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the



event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 15 of 24



incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 16 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 17 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 18 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 19 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

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

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 20 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 21 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Hydromax USA LLC
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 22 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

HYDROMAX USA LLC

Carrie Harrison
Witness

Date: 3/27/2025

[Signature]
Witness

Date: 3/27/2025

[Signature]
By: _____
Michael Farmer, CEO
Date: 3/27/25



SEMINOLE COUNTY, FLORIDA

[Signature]
Witness
Louis Strath

Print Name

Rachael Horne

Witness

Rachel Horne

Print Name

By: *G. Marrozos*
GLADYS MARROZOS,
Procurement Administrator

Date: 3-27-25

As authorized for execution by the Board of
County Commissioners at its March 25th,
2025, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G - Human Trafficking Affidavit

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 24 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

EXHIBIT A- SCOPE OF SERVICES

Fire Hydrants - Valves Maintenance, Repair and Flushing – Hydrant / Valve Maintenance Services

Part 1: General Scope

GENERAL DESCRIPTION:

The Seminole County Utilities Department (SCUD) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCUD water distribution system. SCUD will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format. This scope is designed to include all hydrant and valve maintenance activities, but for the purposes of this specific request the focus will be on hydrant and valve maintenance and flushing activities included therein.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the scope of service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCUD Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCUD.

SPECIAL CONDITIONS:

Contractor's Response Time:

Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCUD.

Contractor's Personnel:

The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the



described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCUD distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time, the contractor's personnel are working within the SCUD distribution systems, notification is required to the SCUD SCADA Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment:

The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCUD Requirements for Work and Site Visit Management:

Contractor personnel shall notify their assigned SCUD representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCUD requires that the Contractor create a service call or job order ticket that shall have at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCUD contact name and phone number
- SCUD job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance:

Fire hydrant testing, and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:



Single Hydrant Testing Procedure

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact SCUD SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15-minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied.
- Color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCUD request.
- Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.

** Document any operational deficiencies and/or miscellaneous findings.

Two-Hydrant Testing Procedure:

Hydrant testing procedures will mirror single hydrant testing procedures but to include the following:

- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 "test hydrant" for measurement of residual pressure drawdown in the system. The order is then reversed when the second hydrant is inspection flowed and the first hydrant becomes the "test hydrant" for fire flow determination.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.

High Pressure Hydrant Additional Safety Procedures:

When a hydrant over 125PSI static pressure is encountered, Contractor will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster or equivalent to hydrant and secure the other end to hitch mounted diffuser or other stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCUD.

Document all pertinent data into an electronic spreadsheet or database including the following:

- Hydrant ID tag number
- Hydrant address location
- Hydrant GPS site coordinates
- Date of flush or service
- Hydrant brand
- Hydrant model number
- Hydrant year
- Hydrant size
- Hydrant flow rate obtained
- Flow at 20PSI calculation
- Hydrant pressure after 4 minutes of flushing
- Total gallons flushed during service
- Degree of operating difficulty
- Deficiencies and/or repairs required to be immediately reported to the Utility.

All data shall be formatted to match existing SCUD data system and/or forms. Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system or SQL database.

Valve Maintenance:

Valve maintenance shall include the following procedures:

- Locate and access each valve
- Identify valve, correlating information with data supplied by SEMCO UOs
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCUD request.



- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCUD request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to fully open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCUD data system and/or forms.
- Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system.

** Due to potential implications, large valves will require special instructions based on location. County will coordinate with contractor on specific valves and sizes that require specific operation metrics.

GPS Mapping:

All the water distribution valves, and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCUD' ArcGIS/ArcMap system software. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise', problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HOOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- car File Name
- X-coordinate
- Y-coordinate

Documentation:

Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon and be compatible with SCUD' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- A. Physical data - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- B. Location data - Mapping grade GPS coordinate data parameters noted in the GPS mapping
- C. Section Discrepancies - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data:

The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCUD ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCUD ArcGIS system.

Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCUD and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation -Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services:

SCUD may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCUD will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

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

The Contractor shall be responsible for obtaining all utility locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shall promptly notify SCUD of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of



Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management:

The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCUD for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be always maintained in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCUD in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges:

Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCUD a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCUD reserves the right to perform any and all of these pass-through activities. The SCUD reserves the right to perform any and all of these pass-through activities to avoid the additional pass-through charges. If this right is exercised by SCUD, the responsibility for such work will be removed from the Contractor.

Warranty:

In order to ensure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
I
P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
N
D
O
R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT 00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Page 197
Page 32 of 44

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO.

IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



EXHIBIT C- PRICING PROPOSAL

PRICE TABLES

GROUP A- HYDRANT SERVICES

Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	50	EA	\$50.00	\$2,500.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	50	EA	\$58.00	\$2,900.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	3,000	EA	\$65.00	\$195,000.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	30	EA	\$105.00	\$3,150.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	10	EA	\$115.00	\$1,150.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	10	EA	\$135.00	\$1,350.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	5	EA	\$45.00	\$225.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	5	EA	\$52.00	\$260.00
9	Hydrant Maintenance (includes sand blast and paint)	25	EA	\$250.00	\$6,250.00
10	Furnish and attach Hydrant I.D. tag (with required information)	250	EA	\$15.00	\$3,750.00
11	Furnish and install reflective road marker	500	EA	\$15.00	\$7,500.00
12	Extended Flush Time (15 minute Unit)	50	EA	\$33.75	\$1,687.50
13	Bonnet and/or break away flange bolt replacement	10	EA	\$95.00	\$950.00
TOTAL					\$226,672.50

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

GROUP B- VALVE RELATED SERVICES

Please make special note of the following for Hourly rate line items: Refer to Scope of Services for Definition on 'Pass-through' charges. (1) For this Depth Range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item. (2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through") (3) Hourly Rate can be proportioned into increments of 15 minutes. (4) Contractor 15% markup to include costs associated with designated supervisor on site, materials costs, as well as costs associated to complete job entirety and restore site back to original condition.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA.	250	\$48.00	\$12,000.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA.	500	\$50.00	\$25,000.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA.	500	\$52.00	\$26,000.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA.	300	\$54.00	\$16,200.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA.	300	\$56.00	\$16,800.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA.	10	\$60.00	\$600.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA.	50	\$75.00	\$3,750.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA.	8	\$85.00	\$680.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA.	10	\$95.00	\$950.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA.	10	\$105.00	\$1,050.00
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA.	10	\$125.00	\$1,250.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA.	10	\$135.00	\$1,350.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA.	10	\$145.00	\$1,450.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA.	10	\$165.00	\$1,650.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA.	10	\$185.00	\$1,850.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA.	10	\$225.00	\$2,250.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA.	10	\$50.00	\$500.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA.	10	\$40.00	\$400.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA.	10	\$40.00	\$400.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	50	\$150.00	\$7,500.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	50	\$450.00	\$22,500.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$500.00	\$25,000.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$500.00	\$25,000.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$150.00	\$15,000.00
28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)	25	\$512.50	\$12,812.50
29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	\$575.00	\$14,375.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA.	15	\$485.00	\$7,275.00
31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	\$512.50	\$7,687.50

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	\$575.00	\$8,625.00
33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)	25	\$225.00	\$5,625.00
34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	\$225.00	\$5,625.00
35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	25	\$512.50	\$12,812.50
36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	10	\$575.00	\$5,750.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1	\$45.00	\$45.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	1	\$225.00	\$225.00
39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA	1	\$1.00	\$1.00
40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)	1	\$450.00	\$450.00
41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)	1	\$487.50	\$487.50
42	Exploratory investigation > 10' deep.	Hourly (1,2,3)	1	\$525.00	\$525.00
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)	1	\$135.00	\$135.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
TOTAL					\$299,836.00

GROUP C - FLUSHING SERVICES

Uni-Directional Flushing Services to be performed at a combined rate.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly	250	\$135.00	\$33,750.00
2	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	\$135.00	\$67,500.00
3	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	\$135.00	\$67,500.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly	250	\$135.00	\$33,750.00
TOTAL					\$202,500.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

**FIRE HYDRANT AND VALVE MAINTENANCE, REPAIR, AND
FLUSHING SERVICES**

EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal and Advertising Injury
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
--------------	---

D. Commercial Umbrella:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate

E. Pollution Liability:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

Agreement Name: Fire Hydrants - Valves Maintenance, Repair & Flushing

Agreement Number: IFB-604913-24/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604913-24/LAS are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604913-24/LAS for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this 5th day of December, 2024.

Hydromax USA LLC

Consultant Name

By: [Signature]

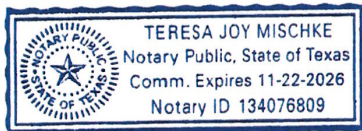
Print Name: Michael Farmer

Title: Chief Financial Officer

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I **HEREBY CERTIFY** that, on this 5th day of December, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Farmer, ☒ who is personally known to me or ☐ who has produced _____ as identification.



[Signature]
Print Name Teresa Mischke
Notary Public in and for the County Denton, Texas
and State Aforementioned
My commission expires: 11-22-2026

E-Verify Affidavit
Revised 11/2020

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 04/01/2025 11:56:21 -04:00

eCertified Id: 62ED-6CDE-E5AA

Page 42 of 44
Page 167

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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 [Rule 60A-1.020, F.A.C.](#)

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: *Michael Farmer*

Title: *CFO*

Signature: *[Handwritten Signature]*

Date: *3/27/25*



HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Hydromax USA LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Hydromax USA, LLC

Authorized Signature: [Signature]

Date: 3/27/25

Printed Name: Michael Farmer

Title: CFO

STATE OF Texas

COUNTY OF Denton

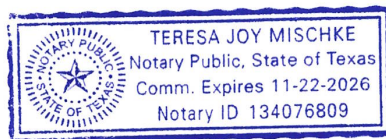
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of March, 2025, by Michael Farmer, as CFO on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____

My commission expires: 11-22-2026





Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

RESPONSE DEADLINE: January 15, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
Hydromax USA	\$729,008.50
R&M Service Solutions, LLC.	\$828,455.00

Recommendation/Intent to Award: Hydromax USA –Tabulated by Louis Straffi, Sr. Procurement Analyst BCC Date: 2/25/2025 (Tentative)

X 
Chris Graybosch, Field Ops Manager

X 
Axel Delgado, Water Dist. Supervisor

X 
Sandro Aganovic, Utilities Planner

X  1/22/2025
Dennis Westrick, Senior Engineer

X  1/28/25
Johnny Edwards, Deputy Director- Utilities

EVALUATION TABULATION
 IFB No. IFB-604913-24/LAS
 Fire Hydrants - Valves Maintenance, Repair & Flushing

GROUP A- HYDRANT SERVICES

Group A- Hydrant Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Fire Hydrant Testing and Maintenance (Single; No Paint)	50	EA	\$50.00	\$2,500.00	\$50.00	\$2,500.00
X	2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	50	EA	\$58.00	\$2,900.00	\$59.80	\$2,990.00
X	3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	3000	EA	\$65.00	\$195,000.00	\$59.80	\$179,400.00
X	4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	30	EA	\$105.00	\$3,150.00	\$75.00	\$2,250.00
X	5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	10	EA	\$115.00	\$1,150.00	\$95.00	\$950.00
X	6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	10	EA	\$135.00	\$1,350.00	\$110.00	\$1,100.00
X	7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	5	EA	\$45.00	\$225.00	\$110.00	\$550.00
X	8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	5	EA	\$52.00	\$260.00	\$110.00	\$550.00
X	9	Hydrant Maintenance (includes sand blast and paint)	25	EA	\$250.00	\$6,250.00	\$225.00	\$5,625.00
X	10	Furnish and attach Hydrant I.D. tag (with required information)	250	EA	\$15.00	\$3,750.00	\$13.00	\$3,250.00
X	11	Furnish and install reflective road marker	500	EA	\$15.00	\$7,500.00	\$13.00	\$6,500.00

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group A- Hydrant Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	12	Extended Flush Time (15 minute Unit)	50	EA	\$33.75	\$1,687.50	\$45.00	\$2,250.00
X	13	Bonnet and/or break away flange bolt replacement	10	EA	\$95.00	\$950.00	\$50.00	\$500.00
Total						\$226,672.50		\$208,415.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 3

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

GROUP B- VALVE RELATED SERVICES

Please make special note of the following for Hourly rate line items: Refer to Scope of Services for Definition on 'Pass-through' charges. (1) For this Depth Range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item. (2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through") (3) Hourly Rate can be proportioned into increments of 15 minutes. (4) Contractor 15% markup to include costs associated with designated supervisor on site, materials costs, as well as costs associated to complete job entirety and restore site back to original condition.

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	250	EA.	\$48.00	\$12,000.00	\$50.00	\$12,500.00
X	2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	500	EA.	\$50.00	\$25,000.00	\$50.00	\$25,000.00
X	3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	500	EA.	\$52.00	\$26,000.00	\$50.00	\$25,000.00
X	4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	300	EA.	\$54.00	\$16,200.00	\$50.00	\$15,000.00
X	5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	300	EA.	\$56.00	\$16,800.00	\$60.00	\$18,000.00
X	6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	10	EA.	\$60.00	\$600.00	\$75.00	\$750.00
X	7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	50	EA.	\$75.00	\$3,750.00	\$75.00	\$3,750.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 4

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	8	EA.	\$85.00	\$680.00	\$80.00	\$640.00
X	9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	10	EA.	\$95.00	\$950.00	\$80.00	\$800.00
X	10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	10	EA.	\$105.00	\$1,050.00	\$90.00	\$900.00
X	11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	10	EA.	\$125.00	\$1,250.00	\$90.00	\$900.00
X	12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	10	EA.	\$135.00	\$1,350.00	\$125.00	\$1,250.00
X	13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	10	EA.	\$145.00	\$1,450.00	\$125.00	\$1,250.00
X	14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	10	EA.	\$165.00	\$1,650.00	\$150.00	\$1,500.00
X	15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	10	EA.	\$185.00	\$1,850.00	\$200.00	\$2,000.00
X	16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	10	EA.	\$225.00	\$2,250.00	\$200.00	\$2,000.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 5

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	10	EA.	\$50.00	\$500.00	\$50.00	\$500.00
X	18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	10	EA.	\$40.00	\$400.00	\$50.00	\$500.00
X	19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	10	EA.	\$40.00	\$400.00	\$50.00	\$500.00
X	20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	50	EA.	\$55.00	\$2,750.00	\$100.00	\$5,000.00
X	21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	50	EA.	\$55.00	\$2,750.00	\$100.00	\$5,000.00
X	22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	50	EA.	\$55.00	\$2,750.00	\$100.00	\$5,000.00
X	23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	50	EA.	\$150.00	\$7,500.00	\$120.00	\$6,000.00
X	24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	50	EA.	\$450.00	\$22,500.00	\$450.00	\$22,500.00
X	25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	50	EA.	\$500.00	\$25,000.00	\$500.00	\$25,000.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 6

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	50	EA.	\$500.00	\$25,000.00	\$500.00	\$25,000.00
X	27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	100	EA	\$150.00	\$15,000.00	\$145.00	\$14,500.00
X	28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	25	Hourly (2,3)	\$512.50	\$12,812.50	\$225.00	\$5,625.00
X	29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	25	Hourly(2,3)	\$575.00	\$14,375.00	\$250.00	\$6,250.00
X	30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	15	EA.	\$485.00	\$7,275.00	\$1,000.00	\$15,000.00
X	31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	15	Hourly(1,2,3)	\$512.50	\$7,687.50	\$450.00	\$6,750.00
X	32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	15	Hourly(1,2,3)	\$575.00	\$8,625.00	\$450.00	\$6,750.00
X	33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	25	Hourly(2,3)	\$225.00	\$5,625.00	\$325.00	\$8,125.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 7

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	25	Hourly(2,3)	\$225.00	\$5,625.00	\$2,500.00	\$62,500.00
X	35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	25	Hourly(1,2,3)	\$512.50	\$12,812.50	\$450.00	\$11,250.00
X	36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	10	Hourly(1,2,3)	\$575.00	\$5,750.00	\$450.00	\$4,500.00
X	37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	1	EA	\$45.00	\$45.00	\$100.00	\$100.00
X	38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	1	EA	\$225.00	\$225.00	\$300.00	\$300.00
X	39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	1	EA	\$1.00	\$1.00	\$3,500.00	\$3,500.00
X	40	Exploratory investigation 0' to 4' deep	1	Hourly (1,2,3)	\$450.00	\$450.00	\$700.00	\$700.00
X	41	Exploratory investigation > 4' to 10' deep	1	Hourly (1,2,3)	\$487.50	\$487.50	\$700.00	\$700.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 8

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

Group B- Valve Related Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42	Exploratory investigation > 10' deep.	1	Hourly (1,2,3)	\$525.00	\$525.00	\$700.00	\$700.00
X	43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	1	Hourly (1,2,3)	\$135.00	\$135.00	\$300.00	\$300.00
Total						\$299,836.00		\$353,790.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 9

EVALUATION TABULATION

IFB No. IFB-604913-24/LAS

Fire Hydrants - Valves Maintenance, Repair & Flushing

GROUP C - FLUSHING SERVICES

Uni-Directional Flushing Services to be performed at a combined rate.

Group C - Flushing Services					Hydromax USA		R&M Service Solutions, LLC.	
Selected	Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	250	Hourly	\$135.00	\$33,750.00	\$200.00	\$50,000.00
X	2	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	500	Hourly	\$135.00	\$67,500.00	\$185.00	\$92,500.00
X	3	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	500	Hourly	\$135.00	\$67,500.00	\$185.00	\$92,500.00
X	4	Maintenance Flushing Services performed at an hourly rate.	250	Hourly	\$135.00	\$33,750.00	\$125.00	\$31,250.00
Total						\$202,500.00		\$266,250.00

EVALUATION TABULATION

Invitation For Bid - Fire Hydrants - Valves Maintenance, Repair & Flushing

Page 10



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Fire Dept.</i>		
Requested Action		
Approval to piggyback the City of North Port Term Contract No. RFQ 2025-22 with On Scene Repairs and Maintenance, LLC for brush truck, ambulance, and fire apparatus repair, maintenance, and upfitting services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action. At the request of the Fire Department, the Procurement Services Department identified City of North Port Term Contract No. RFQ 2025-22, as a suitable procurement vehicle for brush truck, ambulance, and fire apparatus repair, maintenance, and upfitting services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial five-year agreement, with the option for two (2) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$50,000 annually, with a start date of June 25, 2025. This contract will provide brush truck, ambulance, and fire apparatus repair, maintenance, and upfitting services. The Fire Department recommends contracting with a certified mobile Emergency Vehicle Technician (EVT) to perform scheduled NFPA-compliant preventive maintenance and necessary repairs on all apparatus. The maintenance program performed by EVTs will improve operational reliability, identify and remedy potential mechanical failures, reducing apparatus downtime. Additionally, having the EVT as a contracted vendor will allow public works/ fleet staff to utilize their technicians for extensive and/or specialized repairs that must be performed by an EVT. Funding will be determined on a project-by-project basis and allocated from the Repair and Maintenance Vehicles, Account No. 10522-54601. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Repair and Maintenance-Vehicles, Account No. 10522-54601		
Fiscal Impact	Fund Number and Description	Available Budget Amount

\$50,000	10522-54601 Repair & Maintenance-Vehicles	\$42,000
Exhibits Attached (copies of original agreements)		
1.	City of North Port Agreement	City of North Port Agreement.pdf
2.	Pricing	Pricing.pdf
3.	Recommendation Memo RFQ 2025-22	Recommendation Memo RFQ 2025-22.pdf

Action History (UTC-05:00)

Submit

by Bernice Moen 03-04-2025 01:46:59 PM (Start)

Reviewed

by Alla Skipper 03-04-2025 04:35:14 PM (Initial PA Review)

- The task was assigned to Alla Skipper, Keith Raney 3/4/2025 1:47:00 PM
- Alla Skipper assigned the task to Alla Skipper 3/4/2025 4:34:17 PM

Submit

by Barbara Wolf 03-04-2025 06:48:51 PM (Business Operations Completes)

- The task was assigned to Crystal Osborne, Lisa Guerreiro, Barbara Wolf 3/4/2025 4:35:15 PM
- Barbara Wolf assigned the task to Barbara Wolf 3/4/2025 6:33:54 PM

Submit

by Garrett Woods 03-05-2025 01:29:06 PM (Pre-Director Approval)

- The task was assigned to Garrett Woods 3/4/2025 6:48:51 PM

Submit

by Chelsea Buell 03-05-2025 04:43:02 PM (Pre-Director Approval)

- The task was assigned to Chelsea Buell 3/5/2025 1:29:07 PM

Approve

by Chuck Speake 03-06-2025 09:51:37 AM (Director Approval)

- The task was assigned to Chuck Speake, Tricia Wisner 3/5/2025 4:43:03 PM
- Chuck Speake assigned the task to Chuck Speake 3/6/2025 9:50:31 AM

Approve

by Lisa Herrmann 03-06-2025 09:52:27 AM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 3/6/2025 9:51:37 AM
- Lisa Herrmann assigned the task to Lisa Herrmann 3/6/2025 9:52:11 AM

Approve

by Alla Skipper 03-06-2025 11:00:06 AM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 3/6/2025 9:52:28 AM
- Alla Skipper assigned the task to Alla Skipper 3/6/2025 10:59:45 AM

Approve

by Irina Kukhareno 03-07-2025 09:08:35 AM (Finance Director Approval)

- The task was assigned to Kimberly Williams, Irina Kukhareno 3/6/2025 11:00:07 AM
- Irina Kukhareno assigned the task to Irina Kukhareno 3/7/2025 9:08:20 AM

Reviewed

by Lori Hollingshead 03-07-2025 09:32:21 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Anna Duffey 3/7/2025 9:08:37 AM
- Lori Hollingshead assigned the task to Lori Hollingshead 3/7/2025 9:31:59 AM

Approve

by Jason Yarborough 03-07-2025 09:39:26 AM (DCM/ACM Approval)

- The task was assigned to Jason Yarborough, Julie Bellia 3/7/2025 9:32:22 AM
- Jason Yarborough assigned the task to Jason Yarborough 3/7/2025 9:39:20 AM

Approve

by Jerome Fletcher 03-07-2025 10:09:15 AM (CM Approval)

- The task was assigned to Jason Yarborough, Julie Bellia, Jerome Fletcher 3/7/2025 9:39:26 AM
- Jerome Fletcher assigned the task to Jerome Fletcher 3/7/2025 10:09:06 AM



Administrative Approval

Finance Department/Purchasing Division

Title *

Brush Truck, Ambulance Apparatus Repair, Maintenance and Upfitting Services

Assigned Number *

2025-22

Department *

PUBLIC WORKS

Division

FLEET

Date *

03/04/2025

Submitter *

Bernice Moen

Extension *

7114

Department Contact *

BARBARA WOLF

Pre-Director Approver(s) (?)[Include director from partnering department\(s\).](#)

	Name
1	Garrett Woods
2	Chelsea Buell

Requested Motion/Action *

Recommend the City Manager award RFQ 2025-22, Brush Truck, Ambulance Apparatus Repair, Maintenance and Upfitting Services, to On Scene Repairs & Maintenance of Ocala, Florida at the unit prices listed on attached tabulation. Quote prices shall be from date of award through and including September 30, 2030, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same pricing with a no more than a maximum annual increase of fifteen (15) percent on labor, parts, and travel. Requests for price increases must be documented with written verifications of industry price increases and mutually agreed upon by the Quoter and the City. Terms and conditions will remain the same.

Renewal? *☐ Yes ☒ No**From ***

03/04/2025

To *

09/30/2030

Is this item budgeted? *[If NO, state action required](#)☒ Yes ☐ No**Participating Departments**

Fire Rescue

Accounts

Account *	Project	Amount *
520-3035-519.46-70		\$50,000.00

Comments to Budget

Current P.O. 51092 will be closed adding to the current account balance. See attached account balance.

Reason☐ Name Change ☐ Price Change ☐ City Manager Request**Background ***[What and Why](#)

It is the intent of the City of North Port to secure services of a qualified Contractor who can safely and efficiently provide for the repair services and possible upfitting of emergency response "Brush Trucks, Ambulances and Fire Apparatus.

Formal Request for Quotation (RFQ) 2025-22 was issued on January 28, 2025. RFQ was posted on DemandStar to 206 suppliers plus 3 supplemental suppliers, GovDelivery and City's External File Sharing. The 3 supplemental suppliers were given a courtesy call a week prior to due date of February 20, 2025, however, only one (1) response was received.

The award of this Quote is to the lowest overall responsive, responsible Quoter meeting or exceeding all the specifications contained within RFQ. Therefore, it is requested that the City Manager award RFQ 2025-22, Brush Truck, Ambulance Apparatus Repair, Maintenance and Upfitting, to On Scene Repairs & Maintenance.

Backup *

2025-22 Recommendation Memo rev.pdf	421.95KB
Submittal RFQ 2025-22 On Scence Repairs.pdf	14.32MB
RFQ 2025-22 Brush Truck Rescue and Apparatus Repairs FINAL ADA.pdf	521.19KB
Sunbiz - On Scene Repairs 2-20-25.pdf	200.03KB
46-70 Balance 3-4-25.pdf	222.47KB



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, SUITE 337
NORTH PORT, FLORIDA 34286
OFFICE: 941.429.7170
FAX: 941.429.7173
EMAIL: purchasing@northportfl.gov



MEMORANDUM

TO: Chuck Speake, Public Works Director

Thru: Garrett Woods, Senior Business Manager

FROM: Bernice Moen, Contract Administrator I

DATE: February 21, 2025

SUBJECT: **RFQ NO. 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services**

- I. The above referenced solicitation was broadcasted to 206 suppliers plus 3 supplemental suppliers. The 3 supplemental suppliers were given a courtesy call a week prior to due date; however, only one (1) response was received from the following firm:

FIRM:
On Scene Maintenance & Repairs
(Responsiveness: all requested documents submitted)
See attached tabulation for remarks.

Purchasing has reviewed the submittal and has determined the apparent low quoter to be responsive in accordance with the specifications and addenda (see attached tabulation). A responsive submittal is one which conforms in all material respects to the solicitation. This quote contains no exceptions or deviations from the terms, conditions, and specifications.

CRITERIA FOR AWARD: The award of this Quote will be to the lowest overall responsive, responsible Quoter meeting or exceeding all the specifications contained herein. The City reserves the right to award this quote in whole or in part, or by line item, whichever is in the best interest of the City. Other considerations of award may be references, experience of the quoter with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

The City reserves the right to reject the quote submittal of any Quoter who has previously failed to perform properly, or on time, or who is not able to satisfactorily deliver the goods or perform the services specified herein.

Public Works (Fleet) staff shall review the submittal to determine if the quoter is responsible. A responsible person, company or entity is determined to have the capability in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance

and the capacity and capability to perform in accordance with the specifications. Additionally,  verify the references as applicable **(Section II B & C, below)** and make sure the qualifications which were specified in the solicitation have been met. Please complete and sign this form and attach your recommendation along with the recommendation of the Department for Finance Director's approval. **Upon receipt of this form, I will post Notice of Intent (NOI) and you may initiate the contract process.**

II. Recommendation of Award to:

	SUBMITTAL: On Scene Maintenance & Repairs	APPARENT LOW QUOTER SUBMITTAL		
		YES	NO	N/A or OTHER
A	Procurement reviewed and determined the apparent low quoter to be responsive:			
B	Business Operations Manager reviewed and determined the apparent low quoter to be responsible meeting or exceeding specifications:	☒	☐	
C	Department Director recommendation of award: to the lowest responsive, responsible quoter meeting or exceeding specifications:	☒	☐	

Account Number *	Project Number	Available Amount *
520-3035-519.46-70		\$109,361.03

Estimator's Name

Barb Wolf

Estimated Cost

\$75,000.00

Estimator's Title

Administrative Services Specialist

Date of Estimate

01/14/2025

Garrett Woods Digitally signed by Garrett Woods
Date: 2025.02.24 07:59:48 -05'00'

Garrett Woods, Senior Business Manager

Chuck Speake Digitally signed by Chuck Speake
Date: 2025.02.27 09:29:21 -05'00'

Chuck Speake, Public Works Director

Alla V. Skipper Digitally signed by Alla V. Skipper
Date: 2025.03.04 09:32:43 -05'00'

Alla Skipper, Senior Contract Administrator

Lisa Herrmann Digitally signed by Lisa Herrmann
Date: 2025.03.04 09:13:18 -05'00'

Lisa Herrmann, Budget Manager

Irina Kukharenko Digitally signed by Irina Kukharenko
Date: 2025.03.04 13:07:13 -05'00'

Kimberly Williams, Finance Director



RFQ NO. 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services

QUOTE DUE: February 20, 2025 at 2:00 PM (EDT) VIA EMAIL

QUOTE TABULATION SUMMARY

Quoter Name:				On Scene Repair & Maintenance		N/A		N/A	
Received:				2/19/2025					
Line Item No.		Est Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Hourly Shop Labor Rate	1	HR	\$150.00	\$150.00				
2	Hourly Field Labor Rate (if applicable)	1	HR	\$150.00	\$150.00				
3	Travel Rate (Circle One)		TRIP/MILES*	\$595.00	\$595.00				
	TOTAL				\$895.00				
4	Parts Mark-up (if applicable)		PERCENTAGE	20%	20%				
5	Parts Discount (if applicable)		PERCENTAGE	N/A	N/A				

* Trip or Miles

per Trip

DUE DILIGENCE REVIEW

RFQ 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services

	Quote Prices Form	Signature Form	Lobbying Certification	Non-Collusive Affidavit	Conflict of Interest Form	Public Entity Crime	References – Client List	Drug Free Workplace	Scrutinized Company	E-Verify	Standard Indemnification	Anti-Human Trafficking	Foreign Entity Affidavit	SunBiz	State Convicted List
On Scene Repairs & Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
N/A															
N/A															

X for submitted document
O for not submitted document
N/A for not applicable

Notes: N/A

Reviewed by:
Bernice Moen
2/20/25

520-3035-519.46-70

- ✓ OK
- ✗ Exit
- ← Cancel

2024
2026
Account Activity Listing
Budget Allocation
Images
Next Account
P Card Account Inquiry
Pending Transaction Listing
Previous Account
Print

Account information

REPAIR & MAINTENANCE / FLEET - OUTSOURCED
Fiscal year: 2025 Dr
Budget: 642,920.00
Committed: 571,084.86
Balance: 71,835.14

Account Balance by Period

		Cumulative	
Period/Month	Actuals	Totals	
01 October	2,120.59	2,120.59	
02 November	30,800.39	32,920.98	
03 December	22,673.92	55,594.90	
04 January	72,335.99	127,930.89	
05 February	44,379.88	172,310.77	
06 March	12,447.39	184,758.16	
07 April	.00	184,758.16	
08 May	.00	184,758.16	
09 June	.00	184,758.16	
10 July	.00	184,758.16	
11 August	.00	184,758.16	
12 September	.00	184,758.16	

Project Data

Project Entry Optional
CV2020 CORONAVIRUS (CO) .00
IAN22 HURRICANE IAN 2 .00
IDAL23 TS/HURRICANE ID .00
IRMA17 HURRICANE IRMA .00

Payment information

Vendor	(* indicates pending)	Total
TEN-8 FIRE & SAFETY, LLC		9,896.85
LIGHTNING WIRELESS SOLUTIONS I		1,115.00
RING POWER CORPORATION		21,399.70
BANK OF AMERICA (P-CARD)		105,227.30
JACKIE'S AUTO BODY INC		14,800.59
DOBBS EQUIPMENT LLC		1,878.08
ON SCENE REPAIRS & MAINTENANCE		6,830.14
MIKE'S AUTO GLASS		11,334.88 *
BERT'S BLACK WIDOW HARLEY-DAVI		2,131.83
CHARLOTTE COUNTY FORD INC		26,907.97 *



**CITY OF NORTH PORT
REQUEST FOR QUOTATION 2025-22
BRUSH TRUCK, AMBULANCE AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES**

THIS IS NOT AN ORDER

January 28, 2025

**CITY OF NORTH PORT
Finance/Purchasing Division
4970 City Hall Blvd
North Port, Florida 34286**

**Contact Person: Bernice Moen, Contract Administrator I
Contact Phone: 941-429-7114
Contact Fax: 941-429-7173
Contact Email: purchasing@northportfl.gov**

KEY DATES:

- 1. LAST DAY FOR QUESTIONS:** February 13, 2025, AT 2:00, P.M. See the section below titled “**Clarification and Additional Information**” for further details.
- 2. QUOTE DUE DATE:** February 20, 2025 AT 2:00 P.M. *Late responses will not be considered. **Electronic questions and submittals** shall be made to the above-listed contact person.*

SUBMIT ALL QUOTES TO: purchasing@northportfl.gov

Please note: If you are unable or do not desire to quote, please indicate on the Statement of Non-Submittal Form and return to the City’s Purchasing Division.

PURPOSE: It is the intent of the City of North Port (hereafter “City”) to secure services of a qualified Contractor who can safely and efficiently provide for the repair services and possible upfitting of emergency response “Brush Trucks, Ambulances and Fire Apparatus” as listed herein.

QUOTE PRICES/TERM: (For Annual Contracts) QUOTE PRICES/TERMS OF CONTRACT: Contractors shall quote unit prices, F.O.B. Destination as specified herein, for the purchase and/or installation of the goods, or performance of the services specified herein. Such prices shall include Vendor’s cost in full for all transportation, labor, materials, consumables, and equipment used in delivering said materials to the point of delivery, or performance of the services. The term of this contract shall be from the date of award through and including **September 30, 2030**, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same pricing with a no more than a maximum annual increase of fifteen (15) percent, on labor, parts, and travel, terms and conditions remain the same.

SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS:

Brush Trucks

Repair of Type 3, Type 4, and Type 6 engines are considered “wildland engines” or “brush trucks.” These are the vehicles that respond to wildfires and have the ability to drive in “off road terrain” to respond to a fire or rescue. Wildland engines are specially designed for the technique of pump-and-roll. This is a tactic where the vehicle drives with the pump engaged while a firefighter uses a hose to spray water on the fire. Repairs are not limited to only the repair of the engine repair but the pumps as well. The City of North Port has the following makes of brush trucks but are not limited to these makes: LMTV, Hummer and American General types of Brush trucks. The sizes of the trucks vary up to five (5) ton. It is possible that there could be some installation of emergency lighting.

Ambulances

Repair of but not limited to Road Rescue and Braun ambulances as needed. Vendor must have knowledge of ambulance maintenance standards to ensure compliance with safety and performance standards with strict adherence to manufacturer guidelines, specialized training for technicians (EVT certification), focus on critical components like lights, sirens, communication systems, and life-support equipment, along with a heavy emphasis on preventative maintenance to ensure reliable operation during emergencies, in a timely manner. Life Support Equipment (Ambulances): Thorough checks and repairs of medical devices like defibrillators, oxygen systems, and patient monitoring equipment. Regular checks of medical equipment, patient securing systems, and stretcher mechanisms.

Fire Apparatus

Repair of Pierce tankers, engines, and aerials as needed. Vendor must have knowledge of apparatus maintenance standards to ensure compliance with safety and performance standards in a timely manner. Fire Trucks: Maintenance of pumps, water tanks, hose reels, and specialized firefighting equipment.

Technical Expertise:

EVT Certification: Technicians must possess Emergency Vehicle Technician (EVT) certification to properly diagnose and repair specialized emergency vehicle systems.

Automotive and Electrical Knowledge:

Deep understanding of automotive mechanics combined with proficiency in complex electrical systems including wiring, lighting, and control modules.

Hydraulics (for certain vehicles): Knowledge of hydraulic systems for operations like lifting mechanisms on fire trucks.

Specific Components:

Emergency Lighting: Regular inspections and maintenance of flashing lights, strobe lights, and light patterns to ensure proper visibility.

Sirens and PA Systems: Testing and repair of sirens, public address systems, and associated controls.

Communication Systems: Maintenance of mobile radios, antennas, and communication relays.

Maintenance Procedures:

Preventative Maintenance Schedules: Regular inspections and servicing to identify potential issues before they become critical.

Fluid Checks: Monitoring fluid levels for engine oil, coolant, brake fluid, and hydraulic fluids.

Battery Maintenance: Proper testing and maintenance of batteries to ensure reliable starting.

NON-MANDATORY PRE-QUOTE MEETING: N/A

CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents should be submitted to the City's Purchasing Division in written form as a request for interpretation no later than five (5) business days prior to Quote due date (or shall be verbally addressed at the pre-quote conference, if applicable).

Interpretations made will be in the form of an addendum to the documents. The City will attempt to notify all prospective quoters of addenda issued to the quote documents; however, it shall be the responsibility of the quoter, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City's Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their quote. Receipt of all addenda by each quoter should be acknowledged on the quote form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City is not responsible for quotes not submitted on time.

If you have any questions, concerns, or problems accessing the quote package using the link, please contact Bernice Moen, Contract Administrator I. Request for additional information or clarification regarding the specifications must be sent via email to purchasing@northportfl.gov. **No verbal requests will be honored.** All questions and clarifications must be submitted via e-mail or facsimile by **February 13, 2025 at 2:00 PM.**

CRITERIA FOR AWARD: The award of this Quote will be to the lowest overall responsive, responsible Quoter meeting or exceeding all the specifications contained herein. The City reserves the right to award this quote in whole or in part, or by line item, whichever is in the best interest of the City. Other considerations of award may be references, experience of the quoter with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

The City reserves the right to reject the quote submittal of any Quoter who has previously failed to perform properly, or on time, or who is not able to satisfactorily deliver the goods or perform the services specified herein.

It is expressly understood by the City and the Contractor that award of the Contract is contingent upon appropriation of funds by the City Commissioners.

EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS/SITE: Prior to submission of the quote form, quoters shall carefully examine the terms and conditions in this document, special provisions, and all other related quote documents, including all modifications thereof, incorporated in the quote package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

Examination of site: Prior to submitting the quote form, each quoter shall examine the site and all conditions thereon during the pre-quote meeting, if applicable or as requested. All quote forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself/herself with such conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications and drawings (if applicable).

INSTRUCTIONS TO QUOTERS:

To be considered, your properly completed Quote Form must be received by the City's Purchasing division by the Due Date above. Quotes must be received by the City **via email**. The Quote Form below must be used to submit a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for \$100,000 or more. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this request for quote and re-solicit using another procurement method. If in your opinion the goods specified herein cannot be delivered under this dollar threshold, please notify the City's Purchasing Division via email.

1. Refer to this Request for Quote (RFQ) Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply with the Instructions, Terms and Conditions, and Specifications contained herein.
3. Prices quoted are to be freight included or firm freight amount is to be listed.
4. Material markup shall not exceed industry standard for a municipality.
5. Any applicable travel should be portal (the Contractor location) to portal (City of North Port – one travel, not to our facility and then again to any individual location of work.)

DEFINITIONS:

- **Addenda:** a written change to a solicitation.
- **Contract:** The submitted Quote forms signed by the Contractor, together with the complete quote solicitation and any Purchase Order(s) furnished by the City shall constitute a binding contract.
- **Contractor or Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.
- **Quote or Submittal:** Any offer submitted in response to this RFQ, including all applicable forms.
- **Quoter:** One that submits a quote in response to this request for quote.
- **Responsible:** Refers to a quoter that has the capacity and capability to perform the work required under a Request for Quote and is otherwise eligible for award.
- **Responsive:** Refers to a quote that contains no exceptions or deviations from the terms, conditions, provisions, specifications, and drawings (if applicable) as set forth in the Request for Quote.
- **Request for Quote (RFQ):** This solicitation document, including any and all addenda.
- **Solicitation:** This written document requesting quotes from the marketplace.

TERMS AND CONDITIONS:

In the event of any conflict between the Terms and Conditions of this RFQ and the City's Purchase Order Terms and Conditions the following Terms and Conditions shall control:

FREIGHT: FOB Destination, 1100 N. Chamberlain Blvd., City of North Port, FL 34286

Unless otherwise specified herein, deliveries shall be made, and work shall be performed during normal business hours Monday through Friday from 7:00am – 3:00pm.

ESTIMATED QUANTITIES: It is understood that the quantities contained herein are approximate only and are solely for the purpose of facilitating the comparison of quotes, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, Special Provisions or Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Quoter wishes to make a substitution to the specifications, the Quoter shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing substitution is subject to disqualification if the City does not approve the substitution.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the City will proceed on the assumption that the quoter intends his/her quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the City and a purchase order, shall constitute a binding contract (hereinafter “contract documents”). The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the City's quote package when a purchase order, signed by the Purchasing Manager, is transmitted to the Quoter. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Quoter. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Quoter to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

NON-EXCLUSIVE CONTRACT: Quoter acknowledges and agrees that services under this Contract are to be requested by City on an as-needed basis only, and no representation or guarantee is made by City to quoter that City will utilize quoter's services exclusively or at all. No guarantee of services or volume of work is implied. This Contract does not entitle quoter to exclusive rights to City contracts. The City reserves the right to acquire services from other companies if deemed appropriate.

CITY RESERVED RIGHTS: The City reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the City reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received on the first submission date may be rejected by the City depending on available competition and timely needs of the City.

WARRANTY: All warranties express and implied, shall be made available to the City for goods, equipment, and services covered by this solicitation. Contractor warrants that all workmanship, materials, and equipment will be new and in accordance with industry standards for a period of one (1) year of completion of the work or delivery of the goods. Any defective workmanship or nonconforming materials or equipment will be immediately removed and replaced by Contractor at its expense. Failure on the part of the City to reject inferior workmanship or to note nonconforming materials or equipment will not be construed to imply acceptance by the City. The terms and conditions of this solicitation may supersede the manufacturer's standard warranty.

SUB-CONTRACTING: The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 50% of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

ASSIGNMENT: This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by the Vendor without the prior written consent of the City Manager or designee.

TAXES: The City is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work. The quote shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to Contractor for items Contractor purchases, regardless of whether these items will be transferred to the City.

PAYMENT: The City's Finance Department shall issue payments in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and approval of same by the City indicating that the goods and services have been delivered and/or performed in conformity with this Request for Quote.

The City reserves the right to pay for purchases made under any Contract resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the City credit card, an original invoice should not be mailed to the City's Finance Department. Only the detailed/itemized credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work, or a designated portion of it in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the work, the operation must be continuously prosecuted during normal hours to its completion. At no time shall the Contractor suspend work for any reason, for more than seven (7) calendar days, excluding delays granted for inclement weather.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provision and/or Technical Specification shall result in the Contractor being considered in default and subject to suspension of this contract.

Contractor shall furnish to the City, in such detail and as often as requested, full reports of the progress of Contractor's Services irrespective of its location. The presence of an inspector shall in no way lessen the responsibilities of the Contractor.

TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of funds by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

Termination by Contractor: Contractor shall have the right to terminate services only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he/she shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or City law(s), code(s) and ordinance(s), as each may apply.

DAMAGES: The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection as deemed necessary by the City, and any of its personnel to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of the work. Areas adjacent to the work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

If applicable, mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work. Driveways and City roads impacted during the work shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners' egress and access. These provisions apply to the warranty period after City approval of completion of the contract. The work limits at each work zone area shall be agreed to by the Contractor and the City prior to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the CONTRACTOR does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, 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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; EMAIL: Publicrecordsrequest@cityofnorthport.com.**
6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

STATE REGISTRATION REQUIREMENTS: Any Quoter required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a quote in response to this Request for Quote shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of the Contract by the City.

EQUAL EMPLOYMENT OPPORTUNITY: City, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

- City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- A declared emergency of the federal, state, or local government; or
- Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past three (3) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references.

MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures. The Contract Documents shall constitute the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. A Contract modification or change order is a written instrument prepared by the City and signed by the Contractor stating their agreement upon the change in Contractor's Services.

UNKNOWN CONDITIONS: If in the performance of Contractor's Services, Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Contract Price and/or the Schedule of Contractor's Services may be equitably adjusted by mutual agreement by the Contractor and the City with the execution of a Change Order to the Contract within reasonable time after the conditions are first observed.

CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work, unknown conditions, or change(s) shall be determined by the rate sheet submitted with the quote, approved by the City, and incorporated into the Contract issued pursuant to this solicitation.

If the previous method is not agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

MISCELLANEOUS ITEMS: All other miscellaneous items not specifically provided for in the request for quote, but required for completion of the project and considered pertinent to the work, shall be considered incidental to the project.

Please note: If you are unable or do not desire to quote, please indicate on the Statement of Non-Submittal Form and return to Purchasing.

CONTACT PROHIBITION: All prospective quoter are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, quoter's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the AWARD for this project. Any such contact shall be cause for rejection of your submittal.

E- VERIFY: The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

INSURANCE REQUIREMENTS:

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

COMMERCIAL AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

SPECIAL REQUIREMENTS:

1. City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy.
2. Garage Keeper's Liability coverage in the amount of \$1,000,000. May be endorsed on the General Liability
3. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability and Commercial Auto Policy."

In the "Certificate Holder" section:

City of North Port
4970 City Hall Boulevard
North Port, FL 34286

All certificates of insurance Certificates must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful quoter. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract period. Renewal certificates shall be sent to the City thirty (30) business days prior to any expiration date. There shall be a thirty (30) business day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the quote response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted quotes at the same price, terms and conditions, with preference given to the quoter who has signed the affidavit.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods/services to a public entity, may not submit a quote on a contract with a public entity for construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted contractor list".

SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 - 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

HUMAN TRAFFICKING - Florida Statutes Section 787.06(13)

(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138

(1) As used in this section, the term:

- (a) “Controlling interest” means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
- (b) “Department” means the Department of Management Services.
- (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.
- (d) “Governmental entity” means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(2) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if:

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

(3) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual’s personal identifying information.

(4)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual’s personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual’s personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)- (c).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

QUOTE PRICES FORM:

**REQUEST FOR QUOTATION NO. 2025-22
BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES**

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Hourly Shop Labor rate	1	Hour		
2	Hourly Field labor rate (if applicable)	1	Hour		
3	Travel rate (Circle one)		Trip/miles		
4	Parts mark-up (if applicable)		Percentage		
5	Parts discount (if applicable)		Percentage		
Total Price					

CONTACT PERSONNEL:

Contact Person: _____

Telephone Number: _____

Contact Email: _____

24 Hour Telephone Number: _____

License: EVT Certifications

Quoter Comments: _____

Company Name

Print Name & Title of Company Representative

Signature of person authorized to bind the company

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ Joint Venture _____ LLC/LLP _____
Partnership _____ Corporation _____ OTHER _____

Federal Identification Number: _____

Is this a Florida Corporation: ☐ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: ☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☐ Yes or ☐ No

Authorized to transact business in Florida: ☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: ☐ Yes or ☐ No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM CONTINUED

**REQUEST FOR QUOTATION NO. 2025-22
BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES**

Company Name _____

Telephone # E-Mail Fax #

Mailing Address

Location Address

City State Zip Code

Telephone # E-mail Fax #

Print Name & Title of Firm Representative

Signature of person authorized to bind the company Date

Do you accept Visa as payment for goods/services? ☐ YES ☐ NO

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____ who ☐ is personally known to me or ☐ has produced his/her driver's license as
identification.

NOTARY SEAL:

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of _____ ("Entity"), verifies the following:

- A.** I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C.** I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, the Entity, and is ☐ personally known to me or ☐ produced identification. Type of Identification produced _____.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
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 Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. **NOT APPLICABLE** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

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

ENTITY

_____ LEGAL NAME

_____ AUTHORIZED SIGNATURE

_____ PRINT NAME AND TITLE

_____ DATE

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Printed Name

Title _____

Date _____

THIS PAGE MAY BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

REFERENCES - CLIENT LIST

SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)
(At least three (3) in the past three (3) years).

1. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

2. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

3. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

4. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Name of Quoting Firm: _____

Mailing Address: _____

Location Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax Number: _____

E-mail: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name

Title

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. Affiant is the _____ [insert Owner, Partner, Officer, Representative or Agent] of _____, [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply.
3. Such reply is genuine and is not a collusive or sham reply.
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on _____, 20____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2025, by _____.

Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2025, by _____.

Notary Public – State of Florida

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

_____ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

_____ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

Signature of Contractor's Authorized Representative

Name

Title

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

STATEMENT OF NON-SUBMITTAL

**REQUEST FOR QUOTATION NO. 2025-22
BRUSH TRUCK REPAIR, MAINTENANCE AND UPFITTING SERVICES**

Statement: This form may be used, in part, to assess the accuracy of this solicitations and vendor selection; its submission does not restrict the recipient from future bids, proposals or quotes.

Please mark where applicable and return this form to purchasing@cityofnorthport.com or fax to Purchasing at 941-429-7173.

We have declined to quote on the above mentioned solicitation for the following reasons:

- ☐ Specifications too "restrictive"
- ☐ No longer offer this product/service.
- ☐ Unable to meet specifications.
- ☐ Specifications are unclear.
- ☐ Insufficient time to respond to this solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bonding/and or insurance requirements.
- ☐ Other (please specify).

Explanations regarding above:

Firm Name

Telephone and email address

Date

Respondent (point of contact) Name

THIS PAGE TO BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A QUOTE.

QUOTE PRICES FORM:

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Hourly Shop Labor rate	1	Hour	150.00	150.00
2	Hourly Field labor rate (if applicable)	1	Hour	150.00	150.00
3	Travel rate (Circle one)		<u>Trip</u> /miles	595.00	595.00
4	Parts mark-up (if applicable)		Percentage	20%	20%
5	Parts discount (if applicable)		Percentage		
Total Price					

CONTACT PERSONNEL:

Contact Person: George Scott
Telephone Number: 352-789-4035
Contact Email: george@onscenerepairs.com
24 Hour Telephone Number: 352-789-4035

License: EVT Certifications

Quoter Comments: _____

On Scene Repairs & Maintenance
Company Name

George Scott, Owner
Print Name & Title of Company Representative

[Signature]
Signature of person authorized to bind the company

2-18-25
Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ Joint Venture _____ LLC/LLP LLC
Partnership _____ Corporation _____ OTHER _____

Federal Identification Number: 86-2849988

Is this a Florida Corporation: ☒ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: ☒ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☒ Yes or ☐ No

Authorized to transact business in Florida: ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: ☐ Yes or ☒ No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM CONTINUED

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

Company Name On Scene Repairs + Maintenance

352-789-4035 george@onscenerepairs.com
Telephone # E-Mail Fax #

6270 SE 88th St Ocala, FL 34472
Mailing Address

1640 NE 32nd Ave, Ste A
Location Address

Ocala FL 34470
City State Zip Code

352-789-4035 george@onscenerepairs.com
Telephone # E-mail Fax #

George Scott, owner
Print Name & Title of Firm Representative

[Signature] 2-18-25
Signature of person authorized to bind the company Date

Do you accept Visa as payment for goods/services? ☒ YES ☐ NO

STATE OF Florida
COUNTY OF Marion

Sworn to and subscribed before me this 18 day of February, 2025, by
George Scott who ☐ is personally known to me or ☐ has produced his/her driver's license as
identification.

NOTARY SEAL:



Notary Public - State of FL
Print Name: Shannon L Morris
Commission No: HH 426917

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of On Scene Repairs + Maintenance ("Entity"), verifies the following:

- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____

Date: 2-18-25

Printed Name: George Scott

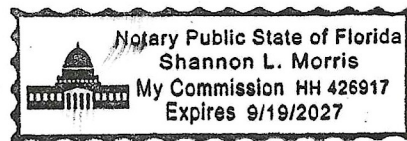
Title: owner

STATE OF Florida

COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18 day of February, 2025, by George Scott, as owner of On Scene Repairs + Maintenance, the Entity, and is ☒ personally known to me or ☐ produced identification. Type of Identification produced _____

Shannon L. Morris
Signature of Notary Public



Shannon W.L Morris

Name of Notary Typed, Printed or Stamped

My Commission Expires: 9/19/2027

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
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 Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. **NOT APPLICABLE** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

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

ENTITY

On Scene Repairs & Maint. LEGAL NAME

 AUTHORIZED SIGNATURE

George Scott, owner PRINT NAME AND TITLE

2-18-25 DATE

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
On Scene Repairs & Maintenance (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- ☒ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.


Signature

George Scott
Printed Name

Title Owner

Date 2-18-25

THIS PAGE MAY BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

REFERENCES - CLIENT LIST

SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)
(At least three (3) in the past three (3) years).

1. Project Location: 1640 NE 32nd Ave Ocala FL 34470
Name of Contact Person: Joe Rinaldo Telephone # 352-322-7400
Project Description: refurb apparatus, vehicle light install
Pump testing
Marion County Fire Rescue
Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

2. Project Location: 1640 NE 32nd Ave Ocala, FL 34470
Name of Contact Person: Bobby Beesler Telephone # 352-302-9421
Project Description: Inverness Fire Rescue - UTV light install,
Vehicle repairs, pump testing
Inverness Fire + Rescue
Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

3. Project Location: 1827 Fennell Street Martland, FL 32751
Name of Contact Person: Jason Pierce Telephone # _____
Project Description: Service + repairs
Martland Fire Rescue
Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

4. Project Location: 1640 NE 32nd Ave Ocala, FL 34470
Name of Contact Person: Rich O'Brien Telephone # _____
Project Description: wreck repairs + vehicle upfitting
Villages Fire + Rescue
Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: On Scene Repairs + Maintenance

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): George Scott

SIGNATURE: [Signature] DATE: 2-18-25

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Name of Quoting Firm: On Scene Repairs + Maintenance

Mailing Address: 6270 SE 88th St Ocala FL 34472

Location Address: 1640 NE 32nd Ave Ste A

City & State: Ocala, FL Zip: 34472

Telephone: 352-789-4035 Fax Number: _____

E-mail: george @ onscene.repairs.com

Signature of person authorized to bind the Company: 

Print name and title of person above: George Sette

Date: 2-18-25

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Representative

George Scott

Name

Owner

Title

2-18-25

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. Affiant is the Owner [insert Owner, Partner, Officer, Representative or Agent] of On Scene Repairs + Maintenance [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply.
3. Such reply is genuine and is not a collusive or sham reply.
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on February 18, 2025.

Signature

George Scott
Printed Name

owner
Title

SWORN ACKNOWLEDGMENT

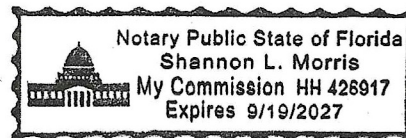
STATE OF Florida
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or _____ online notarization, this 18 day of February 2025, by George Scott.

Shannon L. Morris
Notary Public

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, George Scott, being an authorized representative of the Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 352-789-4035 Fax #: _____

Federal ID #: 86-2849988 Email: george@onscene-repairs.com

[Signature]
Signature of Contractor's Authorized Representative

George Scott
Name and Title of Contractor's Authorized Representative

2-18-25
Date

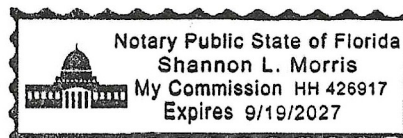
SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or _____ online notarization, this 18
day of February 2025, by George Scott.

[Signature]
Notary Public – State of Florida

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: On Scene Repairs & Maintenance

Authorized Representative Name and Title: George Scott, owner

Address: 6270 SE 88th St City: Ocala State: FL ZIP: 34472

Phone Number: 352-789-4035 Email Address: george@onscene repairs.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

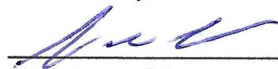
CHOOSE ONE OF THE FOLLOWING

☒ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☐ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:



Signature of Contractor's Authorized Representative

George Scott
Name

Owner
Title

2-18-25
Date

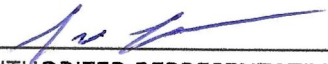
THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: On Scene Repairs & Maint (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: George Scott, owner

Date Certified: 2-18-25

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ON SCENE REPAIRS & MAINTENANCE, LLC

Filing Information

Document Number L21000117613
FEI/EIN Number 86-2849988
Date Filed 03/11/2021
Effective Date 04/01/2021
State FL
Status ACTIVE

Principal Address

6270 SE 88TH STREET
OCALA, FL 34472

Mailing Address

6270 SE 88TH STREET
OCALA, FL 34472

Registered Agent Name & Address

SCOTT, GEORGE W
6270 SE 88TH STREET
OCALA, FL 34472

Authorized Person(s) Detail

Name & Address

Title MGR

SCOTT, GEORGE W
6270 SE 88TH STREET
OCALA, FL 34472

Annual Reports

Report Year	Filed Date
2022	02/01/2022
2023	03/13/2023
2024	01/31/2024

Document Images

01/31/2024 -- ANNUAL REPORT	View image in PDF format
03/13/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
03/11/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

QUOTE PRICES FORM:

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Hourly Shop Labor rate	1	Hour	150.00	150.00
2	Hourly Field labor rate (if applicable)	1	Hour	150.00	150.00
3	Travel rate (Circle one)		Trip/miles	595.00	595.00
4	Parts mark-up (if applicable)		Percentage	20%	20%
5	Parts discount (if applicable)		Percentage		
Total Price					

CONTACT PERSONNEL:

Contact Person: George Scott

Telephone Number: 352-789-4035

Contact Email: george@onscenerepairs.com

24 Hour Telephone Number: 352-789-4035

License: EVT Certifications

Quoter Comments: _____

On Scene Repairs & Maintenance
Company Name

George Scott, Owner
Print Name & Title of Company Representative

[Signature]
Signature of person authorized to bind the company

2-18-25
Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date**. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ Joint Venture _____ LLC/LLP LLC
Partnership _____ Corporation _____ OTHER _____

Federal Identification Number: 86-2849988

Is this a Florida Corporation: ☒ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: ☒ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☒ Yes or ☐ No

Authorized to transact business in Florida: ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: ☐ Yes or ☒ No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM CONTINUED

REQUEST FOR QUOTATION NO. 2025-22

BRUSH TRUCK, AMBULANCE, AND FIRE APPARATUS REPAIR, MAINTENANCE AND UPFITTING SERVICES

Company Name On Scene Repairs + Maintenance

352-789-4035 george@onscenerepairs.com
Telephone # E-Mail Fax #

6270 SE 88th St Ocala, FL 34472
Mailing Address

1640 NE 32nd Ave, Ste A
Location Address

Ocala FL 34470
City State Zip Code

352-789-4035 george@onscenerepairs.com
Telephone # E-mail Fax #

George Scott, owner
Print Name & Title of Firm Representative

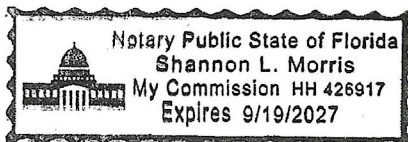
[Signature] 2-18-25
Signature of person authorized to bind the company Date

Do you accept Visa as payment for goods/services? ☒ YES ☐ NO

STATE OF Florida
COUNTY OF Marion

Sworn to and subscribed before me this 18 day of February, 2025, by
George Scott who ☐ is personally known to me or ☐ has produced his/her driver's license as
identification.

NOTARY SEAL:



Notary Public - State of FL
Print Name: Shannon L Morris
Commission No: HH 426917

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

352-789-4035



onscenerepairs@gmail.com

[illegible]

Pricing on above items valid for 30 days	

Sub -Total:	\$	-
Misc	\$	-
Freight:	\$	-

Total:

\$ -



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, SUITE 337
NORTH PORT, FLORIDA 34286
OFFICE: 941.429.7170
FAX: 941.429.7173
EMAIL: purchasing@northportfl.gov



MEMORANDUM

TO: Chuck Speake, Public Works Director

Thru: Garrett Woods, Senior Business Manager

FROM: Bernice Moen, Contract Administrator I

DATE: February 21, 2025

SUBJECT: **RFQ NO. 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services**

- I. The above referenced solicitation was broadcasted to 206 suppliers plus 3 supplemental suppliers. The 3 supplemental suppliers were given a courtesy call a week prior to due date; however, only one (1) response was received from the following firm:

FIRM:
On Scene Maintenance & Repairs
(Responsiveness: all requested documents submitted)
See attached tabulation for remarks.

Purchasing has reviewed the submittal and has determined the apparent low quoter to be responsive in accordance with the specifications and addenda (see attached tabulation). A responsive submittal is one which conforms in all material respects to the solicitation. This quote contains no exceptions or deviations from the terms, conditions, and specifications.

CRITERIA FOR AWARD: The award of this Quote will be to the lowest overall responsive, responsible Quoter meeting or exceeding all the specifications contained herein. The City reserves the right to award this quote in whole or in part, or by line item, whichever is in the best interest of the City. Other considerations of award may be references, experience of the quoter with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

The City reserves the right to reject the quote submittal of any Quoter who has previously failed to perform properly, or on time, or who is not able to satisfactorily deliver the goods or perform the services specified herein.

Public Works (Fleet) staff shall review the submittal to determine if the quoter is responsible. A responsible person, company or entity is determined to have the capability in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance

and the capacity and capability to perform in accordance with the specifications. Additionally,  verify the references as applicable **(Section II B & C, below)** and make sure the qualifications which were specified in the solicitation have been met. Please complete and sign this form and attach your recommendation along with the recommendation of the Department for Finance Director's approval. **Upon receipt of this form, I will post Notice of Intent (NOI) and you may initiate the contract process.**

II. Recommendation of Award to:

	SUBMITTAL: On Scene Maintenance & Repairs	APPARENT LOW QUOTER SUBMITTAL		
		YES	NO	N/A or OTHER
A	Procurement reviewed and determined the apparent low quoter to be responsive:			
B	Business Operations Manager reviewed and determined the apparent low quoter to be responsible meeting or exceeding specifications:	☒	☐	
C	Department Director recommendation of award: to the lowest responsive, responsible quoter meeting or exceeding specifications:	☒	☐	

Account Number *	Project Number	Available Amount *
520-3035-519.46-70		\$109,361.03

Estimator's Name

Barb Wolf

Estimated Cost

\$75,000.00

Estimator's Title

Administrative Services Specialist

Date of Estimate

01/14/2025

Garrett Woods Digitally signed by Garrett Woods
Date: 2025.02.24 07:59:48 -05'00'

Garrett Woods, Senior Business Manager

Chuck Speake Digitally signed by Chuck Speake
Date: 2025.02.27 09:29:21 -05'00'

Chuck Speake, Public Works Director

Alla V. Skipper Digitally signed by Alla V. Skipper
Date: 2025.03.04 09:32:43 -05'00'

Alla Skipper, Senior Contract Administrator

Lisa Herrmann Digitally signed by Lisa Herrmann
Date: 2025.03.04 09:13:18 -05'00'

Lisa Herrmann, Budget Manager

Irina Kukharenko Digitally signed by Irina Kukharenko
Date: 2025.03.04 13:07:13 -05'00'

Kimberly Williams, Finance Director



RFQ NO. 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services

QUOTE DUE: February 20, 2025 at 2:00 PM (EDT) VIA EMAIL

QUOTE TABULATION SUMMARY

Quoter Name:				On Scene Repair & Maintenance		N/A		N/A	
Received:				2/19/2025					
Line Item No.		Est Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Hourly Shop Labor Rate	1	HR	\$150.00	\$150.00				
2	Hourly Field Labor Rate (if applicable)	1	HR	\$150.00	\$150.00				
3	Travel Rate (Circle One)		TRIP/MILES*	\$595.00	\$595.00				
	TOTAL				\$895.00				
4	Parts Mark-up (if applicable)		PERCENTAGE	20%	20%				
5	Parts Discount (if applicable)		PERCENTAGE	N/A	N/A				

* Trip or Miles

per Trip

DUE DILIGENCE REVIEW

RFQ 2025-22 Brush Truck, Ambulance and Fire Apparatus Repair, Maintenance and Upfitting Services

	Quote Prices Form	Signature Form	Lobbying Certification	Non-Collusive Affidavit	Conflict of Interest Form	Public Entity Crime	References – Client List	Drug Free Workplace	Scrutinized Company	E-Verify	Standard Indemnification	Anti-Human Trafficking	Foreign Entity Affidavit	SunBiz	State Convicted List
On Scene Repairs & Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
N/A															
N/A															

X for submitted document

O for not submitted document

N/A for not applicable

Notes: N/A

Reviewed by:

Bernice Moen

2/20/25



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Imagine Charter School Resource Officer Agreement		
Requested Action		
Staff Report		
This is an agreement between the Education Charter Foundation (for the Imagine Charter School) and the City of Clermont for the School Resource Officer Program for the 2025-2026 school year. This provides for 1 school resource officer to provide additional security for students, school personnel, and school property. The officer will also interact with students during their regular class schedule and during extracurricular school activities. The Education Foundation Board will pay the City of Clermont \$96,826.00 per the terms of the attached agreement.		
Additional Analysis		
Fiscal Impact Summary		
Revenue from the agreement is to be included in the City's Fiscal Year 2025-2026 General Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2025-2026 SRO contract	2025-2026 SRO contract.pdf

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "CHARTER BOARD".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one **(1)** sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2025-2026 school year beginning the 11th day of August, 2025 through the 29th day of May, 2026.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY liability to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds

the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved

to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense. If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the

CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Ninety Six Thousand, Eight Hundred and Twenty Six Dollars (\$96,826.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2025. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida. In the event of COVID-19 or another unforeseen event that causes the shutdown of the school wherein the students work remotely and there is not a need for the SRO to be on the campus, the CHARTER BOARD will not be required to compensate the CITY OF CLERMONT for that time period.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Jennifer Wesner
Principal
2750 Hartwood Marsh Road
Clermont, Florida, 34711

LAW ENFORCEMENT AGENCY: Chief of Police
Clermont Police Department
3600 S. Highway 27
Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *Nunc pro tunc* to this ____ day of ____, 2025.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this ____ day of ____, 2025.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: _____

By: _____

By: _____

Chairperson

Approved: _____
Charter Board Attorney

Date

J. Wesner, Principal
5/20/25

CITY OF CLERMONT, FLORIDA

Attest: _____

Tracy Ackroyd Howe, City Clerk

By: _____

Tim Murry, Mayor

Approved: _____

Christian Waugh, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. Owing times that the SROs are unable to be on campus or needs to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.
12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.
13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.
14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.
22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with

the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Resolution No. 2025-017R <i>Department of Governmental Efficiency Team</i>		
Requested Action		
Recommended approval of the DOGE Resolution		
Staff Report		
On May 13, 2025, Council voted unanimously to participate in the Florida Department of Government Efficiency (DOGE) Audit Program with directions to work with the Governor's office to start the process in July, after the City's audit process and GFOA application are complete. Staff have been working with the Governor's office to get information on the process, the requirements and timelines for the voluntary audit. On May 22, 2025, the City Manager's Office sent a letter to the Department of Government Efficiency, Executive Office of the Governor, indicating our intent to participate in the voluntary audit, providing a single point of contact for the City and whom on staff to provide access to the portal to upload the City's data. In the letter, the City agreed to provide the required six items listed in the DOGE audit by July 18, 2025. Staff reserved the right to ask for an extension, if needed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-017R - Florida DOGE (05.29.2025)	2025-017R - Florida DOGE (05.29.2025).pdf	
2. DOGE Letter	DOGE Letter.pdf	
3. Information Request to Municipalities and Counties 5-1-25 (1)	Information Request to Municipalities and Counties 5-1-25 (1).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2025-017R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, SUPPORTING GOVERNMENT EFFORTS IN IDENTIFYING UNNECESSARY SPENDING, CREATING EFFICIENCIES AND SAVING TAX PAYER DOLLARS.

WHEREAS, on February 24, 2025, Governor DeSantis signed Executive Order 25-44, Ensuring Government Efficiency;

WHEREAS, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team ("EOG DOGE Team");

WHEREAS, the EOG DOGE Team is responsible for assisting local governments in identifying unnecessary spending, eliminating waste, and saving taxpayers money; and

WHEREAS, to best serve the people of Florida, local governments should in partnership and assistance of EOG DOGE actively participate in a comprehensive review conducted jointly by the EOG DOGE Team and local government to identify and eliminate unnecessary and inappropriate spending,

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

SECTION 1:

The Clermont City Council supports efforts identifying unnecessary spending, creating efficiencies, and saving taxpayer dollars.

SECTION 2:

In a good faith effort to facilitate the mission of the EOG DOGE Team, the Council will collaborate with the EOG DOGE Team to conduct a comprehensive review of the City's budget and operations.

SECTION 3:

Through this partnership, the Council will grant the EOG DOGE Team access to the necessary records and any physical premises to review documents and data which may assist the City in identifying efficiencies.

SECTION 4:

The Council supports identifying and working to eliminate unnecessary spending, unnecessary programs, mis-aligned grants, and redundant contracts within the City, including those which may be inconsistent with the regulations of this State.



CITY OF CLERMONT
RESOLUTION NO. 2025-017R

SECTION 5:

The Council will work in good faith with the EOG DOGE Team to recommend administrative or policy reforms to promote efficiency and maximize productivity within local government.

SECTION 6:

The Council directs the Interim City Manager and City Staff to be available and support EOG DOGE Team requests and to provide any necessary access and requested information to the EOG DOGE Team.

SECTION 7:

The Council appoints the City Clerk to serve as the point of contact for all EOG DOGE Team-related inquiries.



CITY OF CLERMONT
RESOLUTION NO. 2025-017R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of June 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Christian W. Waugh, City Attorney



Dan Matthys
Deputy City Manager

352-241-7358
Dmatthys@clermontfl.org

May 22, 2025

Eric Soskin
Department of Government Efficiency
Executive Office of the Governor
The Capitol
Tallahassee, FL 32399-0001

RE: Cooperation with the Florida DOGE Task Force

Dear Mr. Soskin,

Please allow this letter to serve as an acknowledgment and receipt of correspondence dated May 14, 2025, requesting information related to City operations pursuant to Executive Order 25-44. The City of Clermont has received email correspondence from your office and will begin collecting the relevant information in early July, as agreed upon. We will make every effort to deliver the information to you no later than Friday, July 18, 2025, but reserve the right to ask for an extension, if needed.

Additionally, Clermont's single point of contact for DOGE-related requests will be our City Clerk, Tracy Ackroyd-Howe. She can be reached via email at thowe@clermontfl.org and by telephone at (352) 241-7332. Access to the portal should be given to our Deputy City Clerk, Nicole Wisniewski. Nicole can be reached at nwisniewski@clermontfl.org and by telephone at (352) 241-7334.

Please do not hesitate to reach out should you have any questions as we work to compile the information you have requested. Otherwise, we appreciate the Governor's focus on fiscal responsibility and look forward to assisting however we can.

Thank you for your time and attention. We look forward to working with you and the Florida DOGE Task Force.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Matthys", is written over a light blue circular stamp.

Dan Matthys, AICP, CPM
Deputy City Manager
685 W. Montrose St.
Clermont, FL 34711



RON DESANTIS
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-717-9418



May 1, 2025

Dear Local/County Official,

The Executive Office of the Governor appreciates your statement of support for the Florida DOGE effort established by Executive Order 25-44. We have been encouraged by the widespread outpouring of support, not only from the people of Florida, but from public officials and governmental entities at all levels.

The goal of the Florida DOGE is to help deliver to Florida's citizens the good government to which all Americans should be entitled, by promoting efficiency, effectiveness, and financial responsibility while reducing unnecessary and inappropriate spending. Our success will promote confidence in our government and Florida's continued prosperity.

As you know from our March 18, 2025 letter, the EOG DOGE team has begun its efforts by reviewing publicly available information as well as the responses to that letter regarding instances of financial emergency or distress. In your responses, or in calls, letters, and resolutions of support, many of you have asked how your jurisdiction can help achieve our goals or requested that we assist you in identifying local efficiency opportunities.

One important way that you can help is to assist us in better understanding the programs, budgets, and spending in your entity by providing us with additional information to supplement that which is publicly available. We have identified several types of information that you should be able to readily retrieve and provide to us as a starting point as we work together. In addition, we have set up a private, secure, and convenient system through which you can upload the requested information, as explained below.

You are encouraged to provide your responses to all the requests below as soon as possible, and it will have the most usefulness to us if we receive it by Friday, May 16:

1. Budget and spending reports at a line-item level of detail for each department for FY 23-24 and FY 24-25;
2. Position descriptions and salaries (or salary ranges) for each employee (names and other personally-identifiable information can be withheld) for FY 23-24 and FY 24-25;
3. All contracts with total costs, deliverables, spending amounts, and whether the contract was awarded competitively or non-competitively for FY 23-24 and FY 24-25;
4. All grants made to each recipient, and subrecipients where applicable, with descriptions and purposes for FY 23-24 and FY 24-25;
5. Service delivery metrics and performance for all departments;
6. Hours worked by department, and projects and tasks completed in FY 23-24 and FY 24-25

To make use of our secure portal for data transmission, we ask that you identify a single point of contact to the EOG DOGE team at EOGDOGE@laspbs.state.fl.us by Monday, May 5. This contact will be the single individual to whom we provide the access and authority to upload the requested materials through the portal.

May 1, 2025

Page Two

We will provide further instructions to that individual on how to access the portal and upload responsive materials.

If there are categories of information for which you cannot provide a response, please send us an email identifying that information and describing the reason why it is unavailable. We will try to work with you to identify alternatives. And, of course, if you have any questions, please contact us via email at any time at EOGDOGE@laspbs.state.fl.us.

As the United States begins to celebrate the 250th anniversary of the American Revolution, we have the opportunity to help sustain the success and prosperity of our State and country in the centuries ahead. We thank you for your energy, enthusiasm, and support.

Sincerely,
Eric Soskin
Department of Government Efficiency
Executive Office of the Governor



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Task Order <i>Powell Studio Architecture</i>		
Requested Action		
Requesting approval of Task Order with Powell Studio Architect, LLC to provide professional services for the expansion and renovation of Fire Station #2 for a total amount of \$162,450.		
Staff Report		
This Task Order includes professional services for the expansion and renovation of Fire Station #2. The services include professional architectural and engineering design services. This project includes the renovation and expansion of Fire Station #2, located at 2200 Hartwood Marsh Road. Originally constructed as a 5,400 SF facility, the current layout no longer supports the staffing, operational, and safety needs of a modern fire service. The proposed project will add approximately 4,600 SF of conditioned space and expand the apparatus bays, increasing the total facility size to 10,665 SF. Site development includes off-site storm water retention, demolition, and utility upgrades. The facility will remain at its current location and will be designed for long-term functionality, safety, and compliance. See Task Order for additional information. The On-Call Professional Architectural Services contract was approved on August 13, 2019, No. 2019-56.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$162,450 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$162,450	16522-66900-22102 Fire Capital Professional Services	\$444,931
Exhibits Attached (copies of original agreements)		
1. Clermont Fire Station 2 (Renovation & Expansion) PRO 060625	Clermont Fire Station 2 (Renovation & Expansion) PRO 060625.pdf	

June 6, 2023

Mr. David Ezell, Fire Chief
CLERMONT FIRE DEPARTMENT
439 West Highway 50
Clermont, Florida 34711

PROPOSAL FOR PROFESSIONAL SERVICES

FOR THE
EXPANSION & RENOVATION OF
CLERMONT FIRE STATION 2
CLERMONT, FLORIDA

Powell Studio Architecture is pleased to submit the following proposal to provide professional architectural and engineering design services. We appreciate your consideration and look forward to serving you on this project.

PROJECT DESCRIPTION

The project consists of the renovation and expansion of Clermont Fire Station 2, located at 2200 Hartwood Marsh Road in Clermont, Florida, to enhance operational efficiency, increase capacity, and support the department's long-term service goals. The project includes both strategic renovations to existing interior spaces and significant new construction, as reflected in the schematic floor plan (Attachment 'C') recently completed under a separate work order.

Under that prior work order, Powell Studio Architecture developed the initial schematic layout for the proposed renovation and expansion. This proposal builds upon that work by continuing schematic design to include exterior elevations and advancing the project through design development, construction documents, permitting, and construction administration.

The scope includes the partial demolition of 1,793 square feet of the existing 5,550 square foot facility, followed by the construction of a 6,364 square foot expansion. The resulting renovated and expanded station will total approximately 10,121 square feet.

Key program elements include:

- **New Building Area:**
 - 10 private bunk rooms with adjacent restrooms
 - Expanded dayroom, dining, and kitchen areas with pantry and screened covered patio
 - Dedicated fitness room and mechanical support area
 - Decontamination/extractor room, SCBA, and EMS storage
 - Apparatus bay expansion to the north, providing new garage bays with direct access to gear storage and response areas

- **Renovated Existing Spaces:**

- Conversion of remaining interior areas to house bunker gear storage (36 lockers)
- New shared workspaces, IT and electrical closets, laundry and janitor areas
- Public-facing improvements including a secured vestibule, lobby, and a potential baby box location

The design seeks to enhance firefighter wellness through improved residential and fitness spaces, and optimizes internal circulation and response flow. This expansion will position Clermont Fire Station 2 to meet both current and anticipated future operational demands.

The Architect hereby proposes to provide professional architectural and engineering services for the design and construction of the new project as follows:

ARCHITECTURAL AND ENGINEERING SERVICES

Architectural and engineering services will be provided pursuant to the Continuing Services Agreement between the City of Clermont, Florida and Powell Studio Architecture, LLC for On-Call Architectural Services (Contract ID 2019-56).

The scope of services for this project includes all essential architectural, structural, mechanical, electrical, and plumbing engineering services necessary for the renovation and expansion of Clermont Fire Station 2. It also includes support during construction procurement (in coordination with the Construction Manager at Risk) and construction phase services to monitor progress, assist with quality control, and address design-related issues as needed.

The City has separately contracted with a civil engineering firm for all civil-related services. Powell Studio Architecture will serve as the prime consultant, responsible for the coordination and management of the proposed design team and consultant disciplines throughout the duration of the project.

The primary design team will consist of the following selected professionals:

ARCHITECTURE & INTERIOR DESIGN / PRIME CONSULTANT

Powell Studio Architecture, LLC

713 W. Montrose Street

Clermont, Florida 34711

Contact: Jeff Powell, AIA, NCARB, Architect (FL Registration AR#94675)

Telephone: 352.874.2340

Email: jeff@powellstudioarch.com

STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, & FIRE PROTECTION ENGINEERING

TLC Engineering Solutions, Inc.

7370 Cabot Court, Suite 103

Melbourne, Florida 32940

COMMUNICATIONS & TECHNOLOGY ENGINEERING FOR VOICE / DATA, AUDIO / VISUAL, SECURITY SYSTEMS, PAGING, AND VIDEO CONFERENCE SYSTEM

TLC Engineering Solutions, Inc.

7370 Cabot Court, Suite 103

Melbourne, Florida 32940

I. PROJECT ADMINISTRATION SERVICES

- A.** The Architect will manage all professional services listed herein and administer the Project, including research of applicable design criteria, administration of Owner's requirements, and coordination of project schedule.
- B.** The Architect has included two (2) presentations to the City Council at regular scheduled meetings and / or workshops, to keep the Council Members generally abreast of the project, and answer questions or concerns that may arise during the course of design.

II. ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, & FIRE PROTECTION ENGINEERING SERVICES

A. Schematic Design Documentation

- 1.** The schematic design phase builds upon the approved project program and initial layout previously developed under a separate work order for Clermont Fire Station 2. Powell Studio Architecture has already completed a schematic floor plan establishing the general spatial organization of the facility, including the proposed expansion and partial demolition areas.
- 2.** As part of this proposal, the Architect will retain a consultant to perform a 3D scan of the existing building to generate accurate as-built drawings. While prior drawings have been used for preliminary planning, this scan will verify existing conditions and serve as the basis for all future design and coordination efforts.
- 3.** Under this proposal, the Architect will continue the schematic design phase by developing additional documents to further define the design intent. This includes preparation of exterior elevations, updated site plan refinements, and supplemental building section studies. These documents will be based on the approved schematic floor plan and will support overall consistency as the project progresses into design development.
- 4.** Schematic design deliverables will include:
 - Refined floor plan layout incorporating prior schematic work and as-built verification
 - Exterior elevations depicting architectural character and massing
 - Preliminary site plan and roof plan
 - Building sections and illustrative sketches as needed to convey key relationships

These schematic documents will form the foundation for design development, engineering coordination, and cost estimating, ensuring

alignment with the project's operational, budgetary, and aesthetic goals.

B. Design Development Documentation

1. In the Design Development Phase, the purpose is to "fix and describe the size and character of the entire project", once the schematic design documents have been approved by the Owner. The drawings are prepared by the Architect in more detail to illustrate all aspects of the proposed design of the project.
2. Sections through the building are drawn to show typical fire ratings, egress and construction.
3. The design team, including architects, engineers and construction specialists review the components of the project to establish the construction particulars in order to accommodate the budget. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.

C. Construction Documents

Based on written approval of the Design Documents, the Architect shall proceed with the preparation of the Construction Documents.

1. The Architect shall prepare detailed drawings and specifications for the construction of the project, upon which the Contractor will establish the construction cost. These documents will be used for actual construction. This period in the project's development is usually a time of less client involvement, since it is the technical elaboration of ideas developed during earlier phases. However, periodic communication and contact to review the progress and answer any questions are in order.
2. Deliverables are anticipated at the following design stages:
 - a. 50% Construction Documents
 - b. 100% Construction Documents
3. At the completion of this phase, you will have complete working drawings and specifications ready for bidding or negotiating with general contractors, ready for submission for a building permit, ready for the construction of your project.

III. PERMITTING & CONSTRUCTION PHASE SERVICES

A. Permitting Phase Services

1. During the permitting phase, the Architect will coordinate with the City's Building Department and other applicable agencies to support permit submittal and approval. This includes responding to

plan review comments, making minor revisions as needed, and providing supplemental documentation or coordination with consultants to ensure timely approvals.

B. Construction Phase Services:

During the construction phase, the design team will remain actively involved to help ensure that the project is executed in accordance with the design intent and contract documents. Services will include:

1. **General Administration:** Assist the Client with processing change orders, field orders, and general problem solving.
2. **Evaluations of the Work:** The Architect and the Architect's consultants will visit the site at intervals appropriate to the stage of Contractor's operations, to become generally familiar with the progress of the Work to keep the Owner informed about progress and quality of the Work, and to monitor compliance with the Construction Documents.

A total of Ten (10) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents.

3. **Certification of Payments to Contractor:** If required, the Architect will review the Contractor's applications for payment and shall issue Certificates of Payment in such amounts, based on the Architect's site observations and administration activities.
4. **Submittals:** The Architect and the Architect's consultants shall review and approve or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept expressed by the Drawings and Specifications.
5. **Changes in the Work:** The Architect shall prepare change orders and issue clarifications to the documents for the Clients approval and execution in accordance with the Contract Documents.
6. **Project Completion:** The Architect shall visit the project site to determine both Substantial Completion, and two (2) final punch list reviews for Final Completion, to aid the Owner in occupying and using the facility.

BASIS OF COMPENSATION

Professional fees for this project are proposed as a stipulated sum of **One Hundred Sixty-Two Thousand Four Hundred Fifty Dollars and Zero Cents (\$162,450.00)** based on the scope of the project defined in this proposal.

COMPENSATION BREAKDOWN	
I. PROJECT ADMINISTRATION	\$ 8,500.00
II. ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, & FIRE PROTECTION ENGINEERING	\$ 127,450.00
1. AS-BUILT DOCUMENTATION	\$ 6,950.00
2. SCHEMATIC DESIGN	\$ 9,600.00
3. DESIGN DEVELOPMENT	\$ 16,000.00
4. CONSTRUCTION DOCUMENTATION	\$ 30,900.00
5. INTERIOR DESIGN	\$ 15,000.00
6. MEP / FP ENGINEERING	\$ 23,000.00
7. STRUCTURAL ENGINEERING	\$ 17,250.00
8. COMMUNICATION / TECHNOLOGY ENGINEERING	\$ 6,750.00
III. PERMITTING & CONSTRUCTION PHASE SERVICES	\$ 28,500.00
A. BUILDING PERMITTING PHASE	4,500.00
B. CONSTRUCTION PHASE SERVICES	24,000.00
TOTAL ARCHITECTURAL & ENGINEERING SERVICES	\$ 162,450.00

ADDITIONAL SERVICES & REIMBURSABLE EXPENSES

Additional Services:

if required, shall be performed only upon written authorization from the City's designated representative. Compensation for such services will be based on Powell Studio Architecture's hourly rates, as outlined in the Hourly Rate Schedule included in the Continuing Services Contract (Contract ID 2019-56).

Reimbursable Expenses:

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include shipping and plotting of documents, and out of county travel (if required).

Plotting of documents will be billed at \$.45 / SF of page for Black & White Prints

Color printing will be billed as follows:

8 1/2" x 11" Color Prints	\$2.00
11" x 17" Color Prints	\$5.00
24" x 36" Color Plots	\$25.00

36" x 48" Color Plots	\$35.00
Other Reimbursables (Binders, Tabs, 8 x 11 copies, Fed Ex charges, etc.)	At Cost

Preparations of documents for bidding in **PDF format are included** in the basic services of this proposal.

QUALIFICATIONS & CLARIFICATIONS

Fees quoted herein are presented with the following qualifications and exclusions. These services are not included in this proposal unless otherwise noted:

Surveying & Geotechnical Services

- Boundary survey
- Topographic survey
- Soil boring location and elevation survey
- As-built survey
- Post-construction improvement survey
- Construction staking
- Earthwork calculations
- Geotechnical engineering (to be arranged by the Architect and retained separately by the Owner)

Wetlands & Environmental Permitting

- Monumentation of wetlands for conservation easements
- Wetland flagging/delineation
- Sketch and legal descriptions for conservation easements
- Recording of easements
- Environmental impact studies or cultural assessments
- Jurisdictional Waters of the U.S. determination
- Army Corps of Engineers dredge and fill permitting
- Florida Fish and Wildlife Conservation Commission (FWC) permitting
- FEMA CLOMR or LOMR
- Flood studies
- NPDES permitting

Civil & Utility Engineering

- Civil engineering for on-site stormwater design and permitting
- Off-site roadway design, access, or right-of-way permitting
- Off-site infrastructure capacity studies or stormwater analysis/design
- Pre- and post-development stormwater modeling
- Franchise utility coordination
- Subsurface utility engineering

Zoning & Land Use

- Rezoning

- Land use changes
- Conditional Use Permit (CUP)

Design Exclusions

- Signage design and permitting
- Hardscape, entry features, and decorative walls
- Landscape and irrigation design (assumed to be provided by the City's civil consultant)
- Structural design of retaining walls and pond walls
- Noise study
- Themed, decorative, or landscape lighting design
- Green building/LEED design
- Conversion of AutoCAD files to alternate formats
- Written technical specifications
- Signing and pavement marking plans
- Electrical controls for lift stations

Construction & Coordination

- Construction material testing / quality control testing
- Value engineering redesign or redesign due to budget constraints
- Revisions due to scope changes, owner/contractor requests post-approval, or value engineering
- Permit, impact, recording, or advertising fees (to be paid by Owner)
- Permit application fee advances (fees paid by Architect or consultants will be considered reimbursable expenses)

This proposal includes up to two (2) responses to agency Requests for Additional Information (RAIs). Additional responses will be billed hourly per the approved rate schedule.

INCLUSIONS / CLARIFICATIONS

1. This proposal **includes** site lighting design and photometric calculations, as required by the Authority Having Jurisdiction (AHJ).
2. This proposal **includes** design of the emergency generator for the building.
3. All permit application fees will be paid by the City. Fees advanced by the Architect or consultants will be reimbursed as reimbursable expenses.
4. Powell Studio Architecture will coordinate with the City's civil engineering consultant for all site-related work.
5. Landscape architecture services are not included and are assumed to be provided by the City's civil engineer.

If our proposal is acceptable, your signature below will confirm our authorization to proceed pending the separate written contract that will be mutually executed between both

parties. Retain one copy of this document and return one copy to Powell Studio Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents your approval.

We look forward to your favorable selection of Powell Studio Architecture and thank you for the opportunity to be of service. Please feel free to contact us with any questions you may have. We look forward to working with you!

Sincerely,

POWELL STUDIO ARCHITECTURE, LLC



Jeff Powell, A.I.A., NCARB, Architect
President

CLIENT SIGNATURE / AUTHORIZATION TO PROCEED:

Upon approval, please fill out the following:
Used for billing purposes

Print Name & Title _____

Company / Department _____

Phone _____

Email _____

Address _____

Billing Contact: (Invoices shall be emailed to the following contact:)

Name _____

Phone _____

Email _____

Address _____

ATTACHMENT A
ADDITIONAL SERVICES

Professional Architecture & Engineering Services Proposal

1. Construction site visits or attendance at design review meetings, as requested by the Owner, Contractor, or Construction Manager, in excess of site visits per discipline as defined in our proposal.
2. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. Extensive phasing of project including development of multiple permitting packages.
6. Electrical Circuit Breaker Coordination Study.
7. Preparation of mechanical systems life cycle cost analysis.
8. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
9. Threshold Inspection Services.
10. Design of site features and amenities outside of building footprint and not directly attached to the building.
11. Development of "as-built" or record drawings.
12. Detailed cost estimating services.
13. Design of swimming pool or aquatic feature pumping, filtering and controls equipment. Proposed services include design for utility support connections only.
14. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
15. Design services to accommodate LEED credits.

**ATTACHMENT B
COMMUNICATIONS AND TECHNOLOGY (CT) DESIGN AND CONSTRUCTION
PHASE SERVICES**

I-Voice / Data Design with Specifications and Bid Documents

- EF (entrance facility) design with conduit infrastructure for telecommunications and cable TV to the outside utility providers via in-ground cable.
- MTR (Main Telecommunications Room)/Data Center sizing, location and equipment layout in coordination with the Owner IT department.
- TR's (Telecommunications rooms) sizing, location and equipment layout as required and in coordination with the Owner IT department.
- Voice distribution system to accommodate Owner selected phone switch.
- Data distribution system to accommodate Owner selected Servers and Network equipment.
- Data distribution system to accommodate Owner selected Wireless equipment.
- Vertical and horizontal intra-building infrastructure for voice/data cabling (raceways)
- Fiber optic backbone Multimode and Singlemode throughout the building
- Develop a labeling and numbering scheme.
- Develop testing procedures for all copper and fiber optic cabling systems.

II-Audio-Visual Systems Design Documents and Specifications

a. Conference Rooms / Training Rooms

Conference rooms shall be designed to include the following audio/visual equipment:

- Medium size (42"-50") LED wall mount display with speakers.
- A table top audio/video interface shall allow for interface of a laptop, document camera and miscellaneous audio video equipment. Table top interface shall also include power receptacles and voice/data connectivity by others.

b. Public Address System (PA) and Mass Notification

- Design will include speakers, microphones, handset stations, amplifier, and rack/console.

III-Security System Design Documents and Specifications Covering:

- Security/Access Control system with subsystems, which will receive input information from door contacts, readers and proximity cards for building control.
- Coordination with MEP pathways and provisioning, and shall include basic riser diagrams, elevations, and schedules.
- CCTV digital monitoring and storage system for interior spaces as well as selected

exterior access points.

- A dedicated security monitoring point will be established in an area within the facility as designated by the owner where these signals and alarm points can be displayed, monitored, and recorded. TLC's specifications shall coordinate the security with the selected hardware vendors and shall require a matrix schedule indicating responsibility of each associated device.
- Door access and interior space monitoring system
- Card and/or biometric readers for facility access.
- After hours intercom and access systems at key entrance locations.
- Design fire fighter alert system (inactive components only. Head-end equipment to be provided & installed by fire fighter alert system provider)

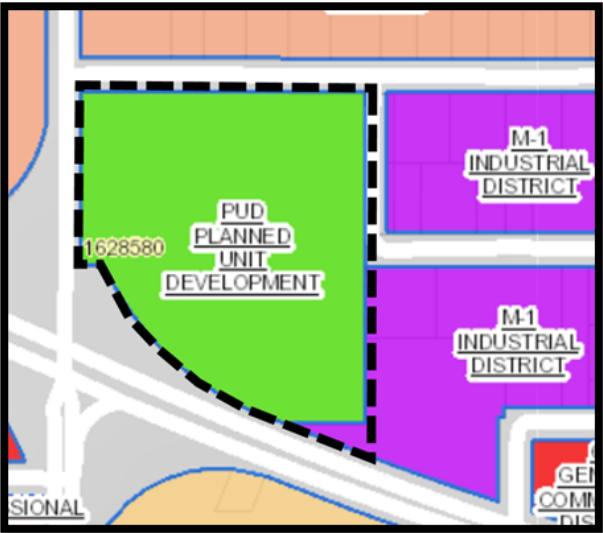




CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Ordinance No. 2025-011 <i>Final</i> <i>Heritage Square Florida Rezone</i>	
Requested Action	
Recommend approval of Ordinance No. 2025-011.	
Staff Report	
<i>This item was tabled at the June 10, 2025, City Council Meeting.</i> The applicant, Tom Kovatch, is requesting a rezoning to C-2 General Commercial zoning to remove the previously approved Planned Unit Development (PUD Ordinance No. 2019-47) for a distillery with tasting room, restaurants and retail shop. The vacant 6.01 +/- acre parcel, previously used as a steel fabrication site, is located at the northeast corner of SR 50 and 12th Street (CR 561). The property was rezoned from M-1 Industrial to the PUD in November 2019 by City Council. As part of the PUD, the applicant requested seven special waivers to the Land Development Code in order for this development to be considered. The applicant is willing to remove these entitlements at this time and seeks to develop the property under the direction of permitted C-2 General Commercial uses since the distillery is no longer a viable option. The applicant also purchased a small portion of the adjoining property at the southeast point that is now incorporated into the request. This small pie-shaped piece is currently zoned M-1 Industrial and the applicant wishes this piece to be rezoned to C-2 General Commercial as well.	
 	
The property has a future land use of commercial, which aligns with the C-2 General Commercial zoning. The applicant, at the time of securing users for the site, will be required to go through the site review process and meet the Land Development Code. If a variance is needed or if a use is a conditional use, then the applicant will be required to seek council approval. <i>The Planning and Zoning Commission made a motion for approval, which resulted in a vote of 1-6. No other motion was made.</i> Staff recommends approval of Ordinance No. 2025-011.	
Additional Analysis	
Fiscal Impact Summary	

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

- | | | |
|----|--------------------|---|
| 1. | Ord 2025-011 | Ord 2025-011 - Heritage Square REZ (06.02.2025).pdf |
| 2. | Maps | Maps.pdf |
| 3. | 2019 PUD Ordinance | 2019 PUD Ordinance.pdf |
| 4. | Application | Application.pdf |
| 5. | Legal Ad PZ | Legal Ad PZ.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2025-011

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

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

LOCATION

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres

CITY OF CLERMONT
ORDINANCE NO. 2025-011

LOCATION MAP



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

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.



CITY OF CLERMONT
ORDINANCE NO. 2025-011

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the applicant's expense.

SECTION 6: 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. 2025-011

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

Heritage Square Florida, LLC – PUD Amendment – Location Map



Heritage Square Florida, LLC – PUD Amendment – Current Zoning Map



Heritage Square Florida, LLC – PUD Amendment – Proposed Zoning Map





**CITY OF CLERMONT
ORDINANCE NO. 2019-47**

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

All of Blocks 123 and 124, together with a portion of Juniata Street between Blocks 123 and 124 and the North ½ of vacated Broome Street lying South of Block 124, City of Clermont, according to the map of plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

LOCATION

Vacant property located northeast of the 12th Street and State Road 50 intersection
(Alternate Key 1628580)

From: M-1 Industrial District

To: Planned Unit Development (PUD) District

SECTION 2. General 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 - Planned Unit Development (PUD) Conceptual Development Plan prepared by McCoy and Associates. 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 any other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

INSTRUMENT #2020014723
OR BK 5416 PG 2365 - 2370 (6 PGS)
DATE: 2/4/2020 4:12:59 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$52.50

CITY OF CLERMONT
PO BOX 120890
CLERMONT FL 34711





CITY OF CLERMONT
ORDINANCE NO. 2019-47

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of up to six (6) buildings with up to a maximum 60,000 total square footage for all buildings. The permitted uses are commercial, office, retail, restaurants, bottling and warehouse, spirits and alcohol production, distillery, bars, and any other distribution associated with the distillery.
2. Building Setbacks

From State Road 50	50 feet from the property line
Side Street	25 feet from the property line
Side Yard Setback	12 feet from the property line
Rear Yard Setback	25 feet from the property line
3. Sidewalks shall be constructed adjacent to any streets' right-of-ways for pedestrian safety and to comply with Americans with Disabilities Act requirements.
4. The architectural features and building height shall not exceed 55 feet, measured at the highest point. The buildings shall be designed and constructed to meet the City of Clermont's Architectural Design Standards.
6. The project may be developed to allow shared parking between the restaurants, commercial, office and retail businesses, a minimum of 184 non-handicapped spaces and 8 handicapped spaces. In the event that the project can be developed with additional handicapped spaces resulting in a reduction of the non-handicapped spaces, an amendment to this Conditional Use Permit shall not be required.
7. The project may be developed to allow up to 14 parking spaces between landscape islands instead of code requirements of a maximum 10 parking spaces.
8. The project shall be developed according to the C-2 General Commercial zoning district in the Land Development Code, unless expressly stated above.
9. The project may be developed to allow 9 feet wide and 20 feet depth (9'x20') for employee parking spaces instead of requirements of the Land Development Code.
10. The project may be developed to allow employee parking without internal terminal landscape islands.
11. The project may be developed with no building landscaping in front of bay doors, but landscaping will be required around the office building.
12. The project may be developed to allow a maximum 10 foot height for retaining walls instead of 6 foot height requirements.
13. The Building identified as "C" setback may be reduced to 15 feet adjacent to 11th Street instead of the 25 feet requirement.



CITY OF CLERMONT
ORDINANCE NO. 2019-47

14. Any Driveway Permits or Access points must be reviewed and approved by the City Engineer or his/her designee and by Lake County Public Works for any designated County Streets at the time of Site Plan Review. At a minimum the project shall include and maintain signage that will prohibit truck traffic egress east on Desoto Street.
15. All fencing shall be ornamental wrought iron or metal, or decorative wood fencing, as approved by the Site Review Committee.
16. The 11th Street Driveway shall be within 35 feet of the intersection.
17. A Traffic Impact Study (TIS) shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

SECTION 4.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

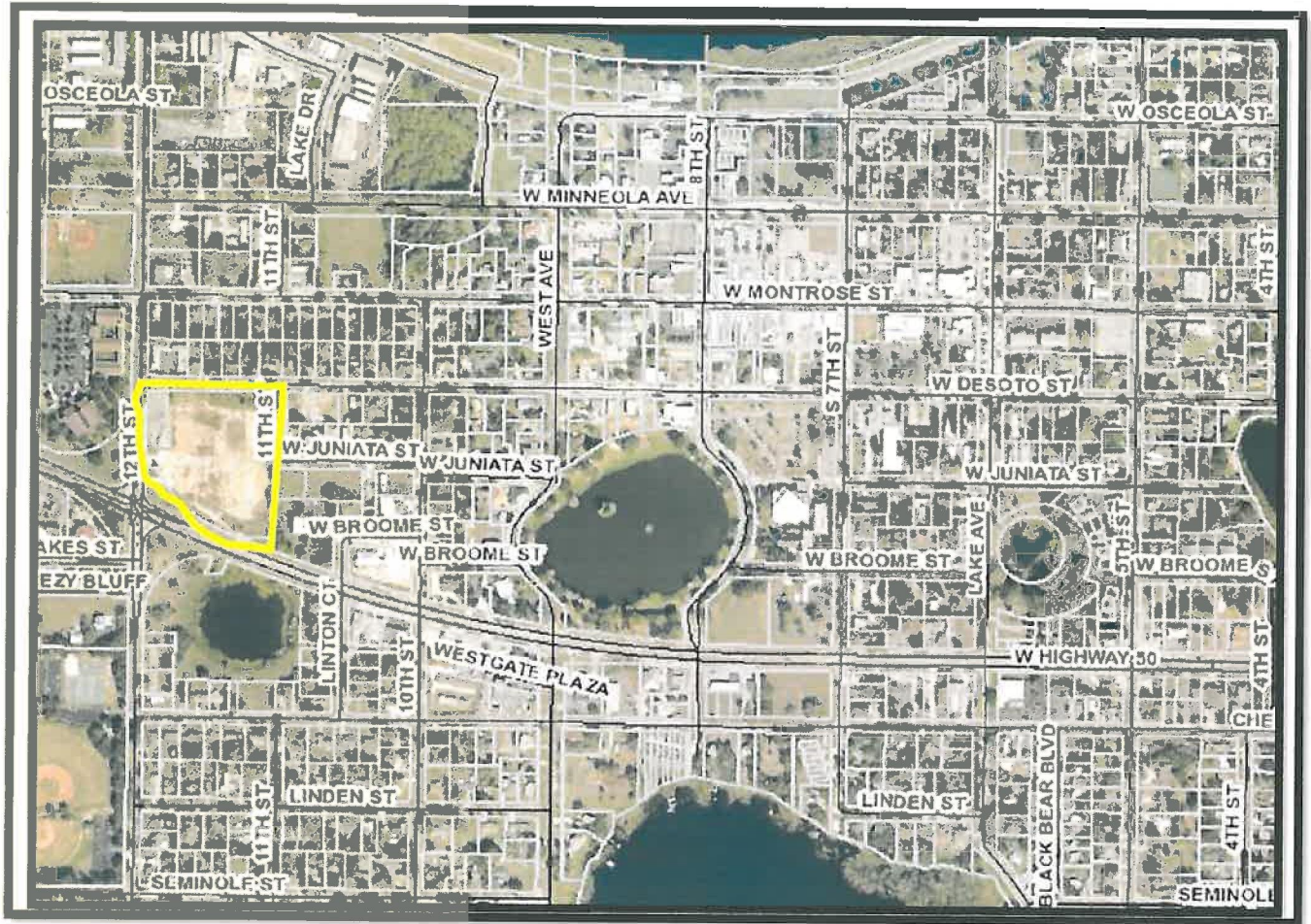
SECTION 6.

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.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location Map:



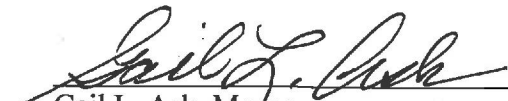


**CITY OF CLERMONT
ORDINANCE NO. 2019-47**

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 19th day of November, 2019.

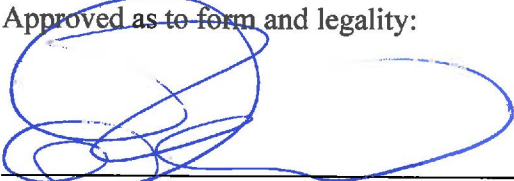


CITY OF CLERMONT


Gail L. Ash, Mayor

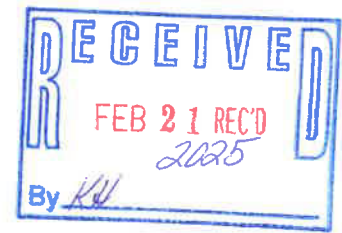

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT REZONING APPLICATION



DATE February 20, 2025		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Heritage Square Florida, LLC			
Applicant Thomas Kovatch			
Contact Person Thomas Kovatch			
Address 15421 Pendio Drive	City Montverde	State FL	Zip 34756
Telephone [REDACTED]	Fax n/a		
Email [REDACTED]			
OWNER INFORMATION			
Owner's Name Thomas Kovatch Thomas			
Owner Address 15421 Pendio Drive	City Montverde	State FL	Zip 34756
Telephone [REDACTED]	Email [REDACTED]		
PROPERTY INFORMATION			
Address of Subject Property 901 12th Street	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) too lengthy - see attached PRC & survey x 2			
Acreage 6.2	Land Use (City verification required) PUD		
Present Zoning (City verification required) PUD	Proposed Zoning C-2 General Commercial		



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?

Remove the PUD

Check box to indicate additional materials are provided via attachment. ☒

Thomas Kovatch

Applicant Name (print)

x

Applicant Name (signature)

Thomas Kovatch

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

On Tuesday, May 6, 2025 at 6:30 PM the Clermont Planning and Zoning Commission will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-011

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

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

LEGAL DESCRIPTION

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Ordinance No. 2025-022 <i>Final</i> 963 W. Juniata Street SSCPA	
Requested Action	
Recommend approval of Ordinance 2025-022.	
Staff Report	
The applicant, Dr. Blair Handy is requesting a small-scale comprehensive plan amendment for the subject property located at 963 West Juniata Street. The single-family home was constructed in 1954 and has approximately 1550 square feet of conditioned space. Dr. Handy would like to convert the home into a medical office for her audiology practice. The size of the property is approximately ¼ of an acre. This request is being heard concurrently with a request for a conditional use permit to allow office use in the existing R-3 Residential/Professional zoning. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to Residential/Office. The Medium Density Residential Land Use is primarily designated for higher residential density around the downtown area. The requested medical office use is not a use designated in the Medium Density Residential Land Use. Medical office uses would be allowable in the Residential/Office future land use per Policy 1.7.1 of the City's Future Land Use Element - Residential/Office indicates that the residential/office category is intended to provide a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Within this City block, Block 98, the current future land uses are Downtown Mixed Use, Medium Density Residential and Residential/Office. One existing parcel within this block is currently designated as Residential/Office future land use. The parcel is being used for office use and is bordered by Medium Density Residential. The proposed medical use would be similar to the existing office use and would be bordered by Medium Density Residential and Downtown Mixed Use. The proposed Residential/Office future land use would provide a more appropriate transition from Medium Density Residential instead of the Downtown Mixed Use, since it may allow more intense uses.	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ord 2025-022 - 963 W Juniata SSCPA (05.16.2025)	Ord 2025-022 - 963 W Juniata SSCPA (05.16.2025).pdf	
2.	Maps Updated	Maps Updated.pdf	
3.	Application_Redacted	Application_Redacted.pdf	
4.	Applicant's Note	Applicant's Note.pdf	
5.	2025-022 SSCPA - Legal Ad CC	2025-022 SSCPA - Legal Ad CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-022

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:

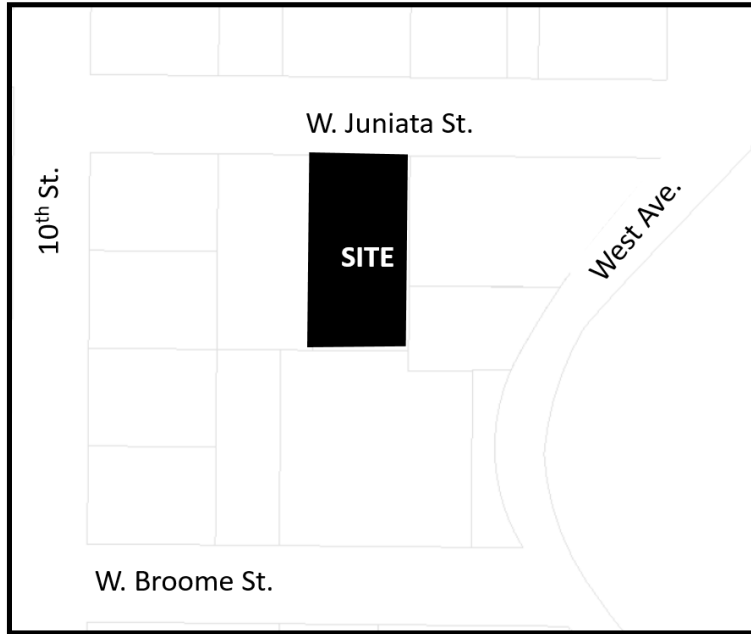
LEGAL DESCRIPTION

LOT 7 AND THE EAST ½ OF LOT 8, BLOCK 98, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CITY OF CLERMONT
ORDINANCE NO. 2025-022

LOCATION

963 W. Juniata Street
Alternate Key 1714095



CHANGE THE FUTURE LAND USE CLASSIFICATION:

**FROM: MEDIUM DENSITY RESIDENTIAL
TO: RESIDENTIAL/OFFICE**

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.



CITY OF CLERMONT
ORDINANCE NO. 2025-022

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. 2025-022

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

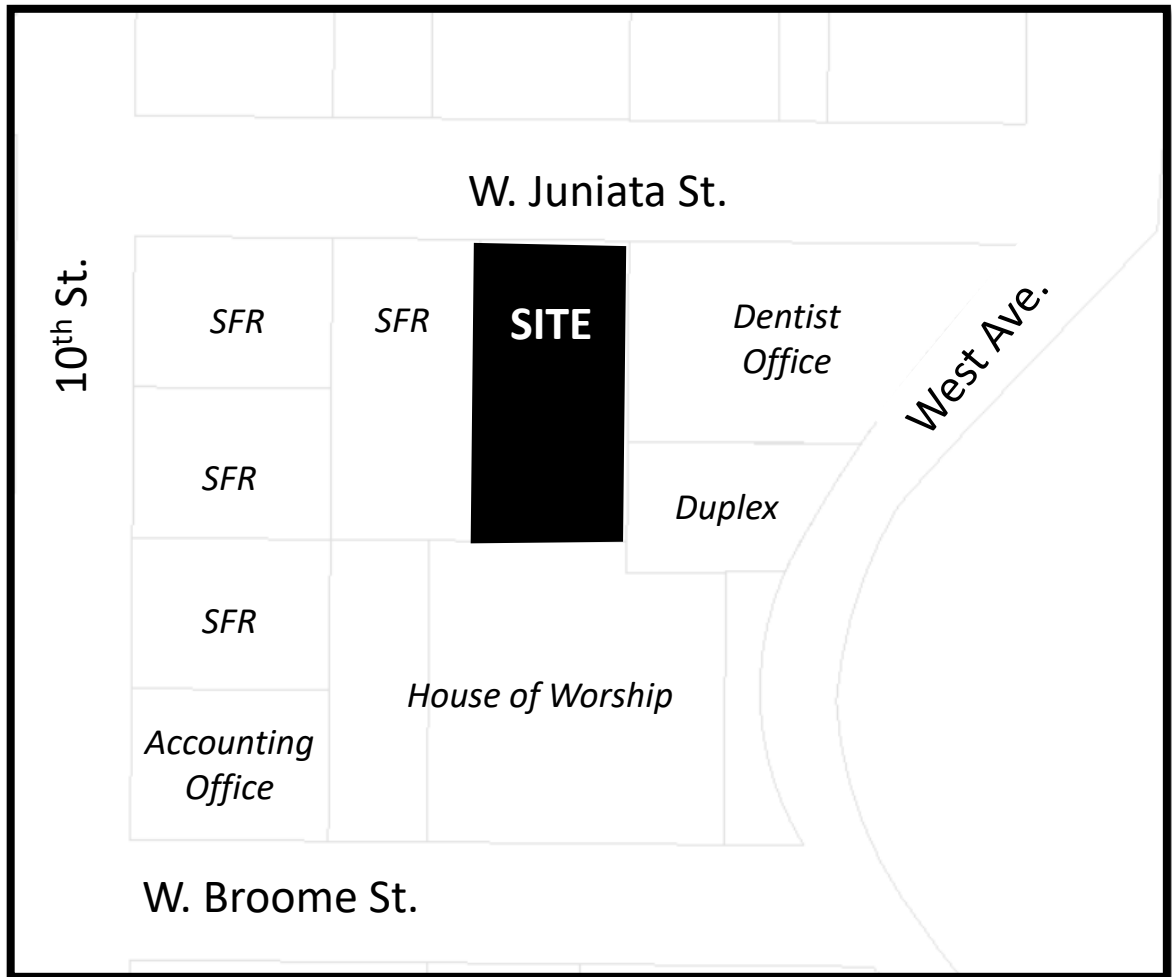
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

963 West Juniata Street



963 West Juniata Street

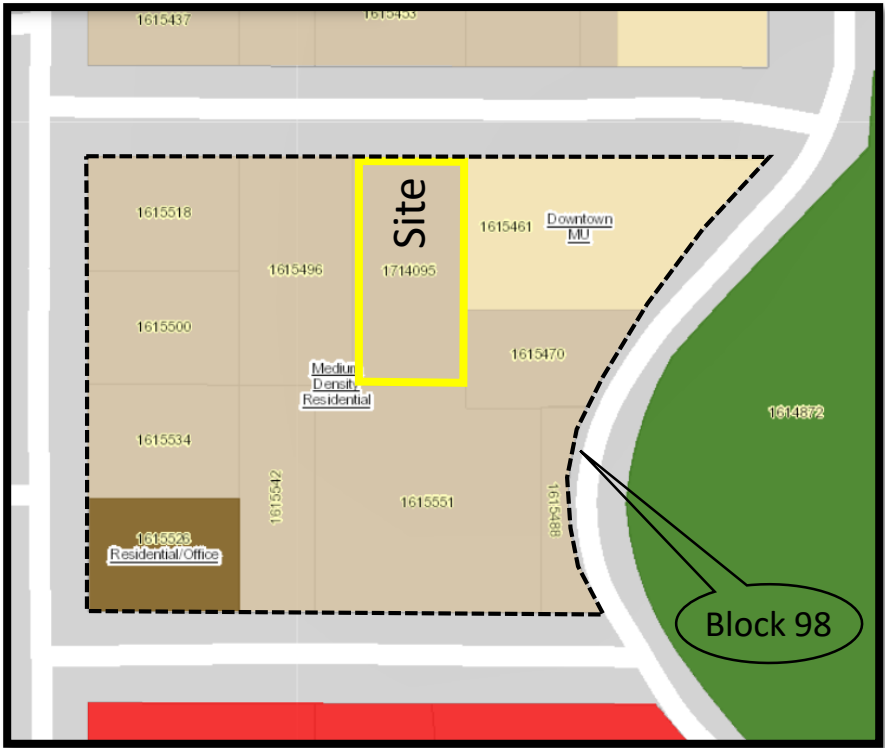
Zoning



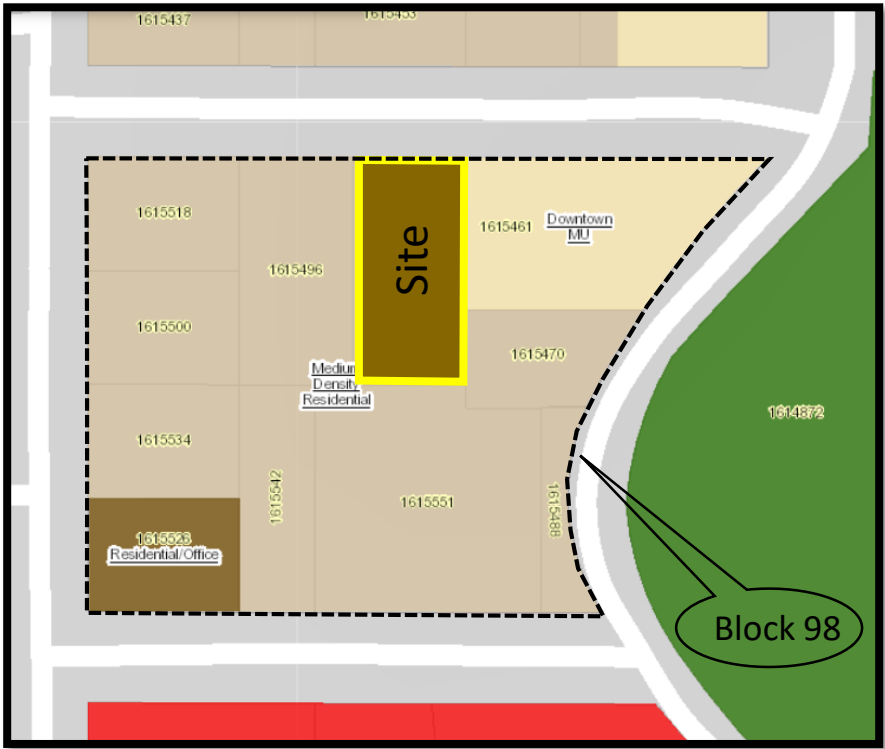
CURRENT Zoning Map: R-3 Residential/Professional

963 West Juniata Street

Future Land Use



CURRENT FLU Map: Medium Density Residential



PROPOSED FLU Map: Residential/Office



Proposed density (dwelling units/acre) or intensity: 1,554 SF

Proposed Zoning District: R-3 Residential / Professional District (No Change)

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

This application requests a Comprehensive Plan Amendment to change the Property's FLU designation from MDR to

Residential/Office. This amendment is requested to facilitate the use-conversion of the existing single family residential dwelling unit to a doctor's office building.

The proposed FLU amendment to Residential / Office will allow for the land use conversion while maintaining consistency with the adjacent medical office building to the east, the residential / professional land use mix within the area, and the development patterns in the City.

The pre-application meeting was held on January 22nd, 2025.

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

BLAIR LANE HANDY, 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 Medium Density to Residential / OFFICE for the property legally described on the attachment of this application.
3. That the owner of said property has appointed SELF 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.

Blair Handy
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17th day of APRIL, 2025.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: MAY 24, 2026



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

BLAIR LANE HANDY, 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 medium density to Residential / office 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.

Blair Handy
Affiant - Applicant Name (print)

X Blair Handy
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17th day of APRIL, 20 25.

X Jennifer Urtes
Notary Public, State of Florida at Large



My Commission Expires: MAY 24, 2026

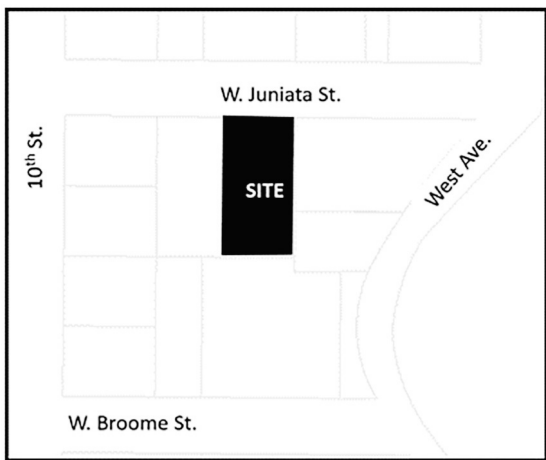
It should be noted that a Comprehensive Plan Amendment was previously submitted to request a Future Land Use amendment to Downtown Mixed Use and a Rezoning to Central Business District to facilitate this land use conversion. The request was heard at Planning and Zoning on April 1, 2025 with an approval of 6 to 1, but was then subsequently heard at City Council on April 8, 2025 with a denial of 3 to 2. Furthermore, during both sessions no residents opposed the changes.

As a member of the audience during most sessions (April 1, 2025 and April 8, 2025), this new submission is consistent with the City Council's discussion and recommendation for moving forward. As such, a Future Land Use amendment to Residential/Office, with a corresponding conditional use permit for the Doctor's Office land use with a variance for parking (5 parking spots) is being requested as indicated by the City Council.

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT ORDINANCE NO. 2025-022

The Clermont City Council will hold a public hearing on Tuesday, June 24, 2025 at 5:30 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 0.26 +/- acre parcel from Medium Density Residential to Residential/Office Land Use Designation.



LOCATION

963 West Juniata Street
Alternate Key 1714095
0.26 +/- Acres

FUTURE LAND USE MAP AMENDMENT

**From: Medium Density Residential
TO: Residential/Office**

ORDINANCE NO. 2025-022

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.

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

AGENDA ITEM

Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Resolution No. 2025-011R 963 W. Juniata Street CUP	
Requested Action	
Recommend approval of Resolution No. 2025-011R.	
Staff Report	

The applicant, Dr. Blair Handy is requesting a Conditional Use Permit (CUP) for the subject property located at 963 West Juniata Street. The property is approximately ¼ of an acre in size and currently has a single-family home on the property that was constructed in 1954. Dr. Handy would like to convert the home into a medical office for her audiology practice. She intends on using the existing footprint of the house with no plans for additions at this time. Dr. Handy will work onsite by herself and the hours of operation will be 10 AM to 2:30 PM, Tuesday through Thursday. She will only see one patient at a time. She would like to add a few parking spaces in the City's right-of-way in front of the property for her clients, similar to the adjacent dentist's office to the east. Public Services has reviewed her proposal and did not see any concerns based upon the submittal. More detailed engineering specifics would be required at the site plan approval stage.



The current zoning is R-3 Residential/Professional. Under Section 125-250 Conditional Uses of the R-3 Residential/Professional zoning code, professional offices may be allowed, including doctor's offices. Under Section 125-247, the purpose of the R-3 district is to provide medium-density townhouses and multiple-family housing in an urban area where needed, and where urban conveniences and facilities can be provided, and also to provide for those professional services not in direct conflict with the residential usage and which do not generate traffic of such a nature as to require industrial or commercial zoning. Due to the nature of a one-on-one doctor-client setting, the small office space, and the provision of five parking spaces, the medical office is not expected to generate a significant amount of traffic over the current residential volumes.

With the current placement of the structure and the lot dimensions, adding spaces under the current zoning designation is impossible due to the Land Development Code requirements. The applicant is requesting two special

conditions as part of the Conditional Use Permit application. The first special condition is to only add five (5) parking spaces instead of the required eight (8) parking spaces. Five spaces can be added in front of the existing building, as indicated on the site plan prepared by Burkett Engineering. The second special condition is to use a portion of the City's right-of-way to allow construction of the parking spaces. While a majority of the spaces are within the property, a small portion of the spaces will be in the City's right-of-way.



Staff have reviewed the applicant's proposal and have no evidence that granting the Conditional Use Permit at this location would be incompatible with the uses in the area. The adjoining property to the east is a medical office and the property to the south is a house of worship. In addition, within this city block, Block 98, there are a few older single-family homes, an accounting office and a duplex. The accounting office has the same zoning, which is operating under a conditional use permit, Resolution 670, granted in 1990. The proposed use is in conformance with the proposed future land use of residential/office and does not appear to be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. *The Planning and Zoning Commission recommended approval 7-0, as presented.* Staff supports the request for a Conditional Use Permit with the two special conditions and recommends approval of resolution 2025-011R.

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-011R 963 W Juniata (5.21.25)	2025-011R 963 W Juniata (5.21.25).pdf	
2. Maps Updated	Maps Updated.pdf	
3. Site Photos	Site Photos.pdf	
4. GSS-SHEET 00 SITE PLAN	GSS-SHEET 00 SITE PLAN.pdf	
5. Application	Application.pdf	
6. Applicant's Note	Applicant's Note.pdf	
7. 2025-011R 963 W Juniata CUP Legal CC	2025-011R 963 W Juniata CUP Legal Ad CC.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2025-011R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL OFFICE USE IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT ALONG WITH THE FOLLOWING SPECIAL CONDITIONS TO BE INCLUDED IN THE CONDITIONAL USE PERMIT: (1) A REDUCTION IN REQUIRED PARKING SPACES FROM EIGHT (8) PARKING SPACES TO FIVE (5) SPACES AND (2) TO ALLOW THE FIVE (5) PARKING SPACES TO BE LOCATED ALONG THE RIGHT-OF-WAY, AS SHOWN IN THE SITE PLAN PREPARED BY BURKETT ENGINEERING, DATED 01-2025; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held June 3, 2025 recommended approval of this Conditional Use Permit to allow for a professional office use in the R-3 Residential/Professional Zoning District; at the following location:

LOCATION:

963 West Juniata Street
Alternate Key 1714095
0.26 +/- Acres

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 professional office use in the R-3 Residential/Professional Zoning District; shall be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1: GENERAL CONDITIONS

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the



CITY OF CLERMONT
RESOLUTION NO. 2025-011R

present owner and any successor in title or interest, and shall be subject to each condition herein set out.

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 an amendment and approval of the City of Clermont City Council.
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. The Conditional Use Permit must be executed and processed by the Clermont City Clerk's office within 90 days of its date of grant by the City Council or the permit shall become null and void.
6. 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.
7. The Fire Marshal shall inspect the structure for life safety requirements. All requirements must be in compliance prior to the issuance of any Certificate of Occupancy.
8. The City Building Inspector shall inspect the structure and all building code violations must be corrected prior to the issuance of any Certificate of Occupancy.
9. 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.
10. 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.



CITY OF CLERMONT
RESOLUTION NO. 2025-011R

11. Should the professional office cease operation for more than 180 days, a new Conditional Use Permit shall be required for a same or similar operation.
12. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions, which may include additional parking requirements or revocation of the Conditional Use Permit.

SECTION 2: LAND USE

1. The property is approved for a Conditional Use Permit to allow for a professional office use within the R-3 Residential/Professional Zoning District. The office use shall be limited to the existing 1550 square foot building.
2. The hours of operation shall be limited to Monday through Friday, 8 AM to 6 PM.
3. The conversion from residential use to professional office use must comply with any required building and fire life safety code requirements for use as a commercial structure.
4. Parking for the 1550 square foot office may be reduced from eight (8) parking spaces to five (5) spaces. The five (5) parking spaces shall be placed along the right-of-way, as shown in Exhibit A, Site Plan prepared by Burkett Engineering, dated 01-2025.
5. The site may also be used for any permitted use in the R-3 Residential/Professional Zoning District. All uses must adhere to the requirements of the Land Development Code.

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.

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.



CITY OF CLERMONT
RESOLUTION NO. 2025-011R

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-011R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of June 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

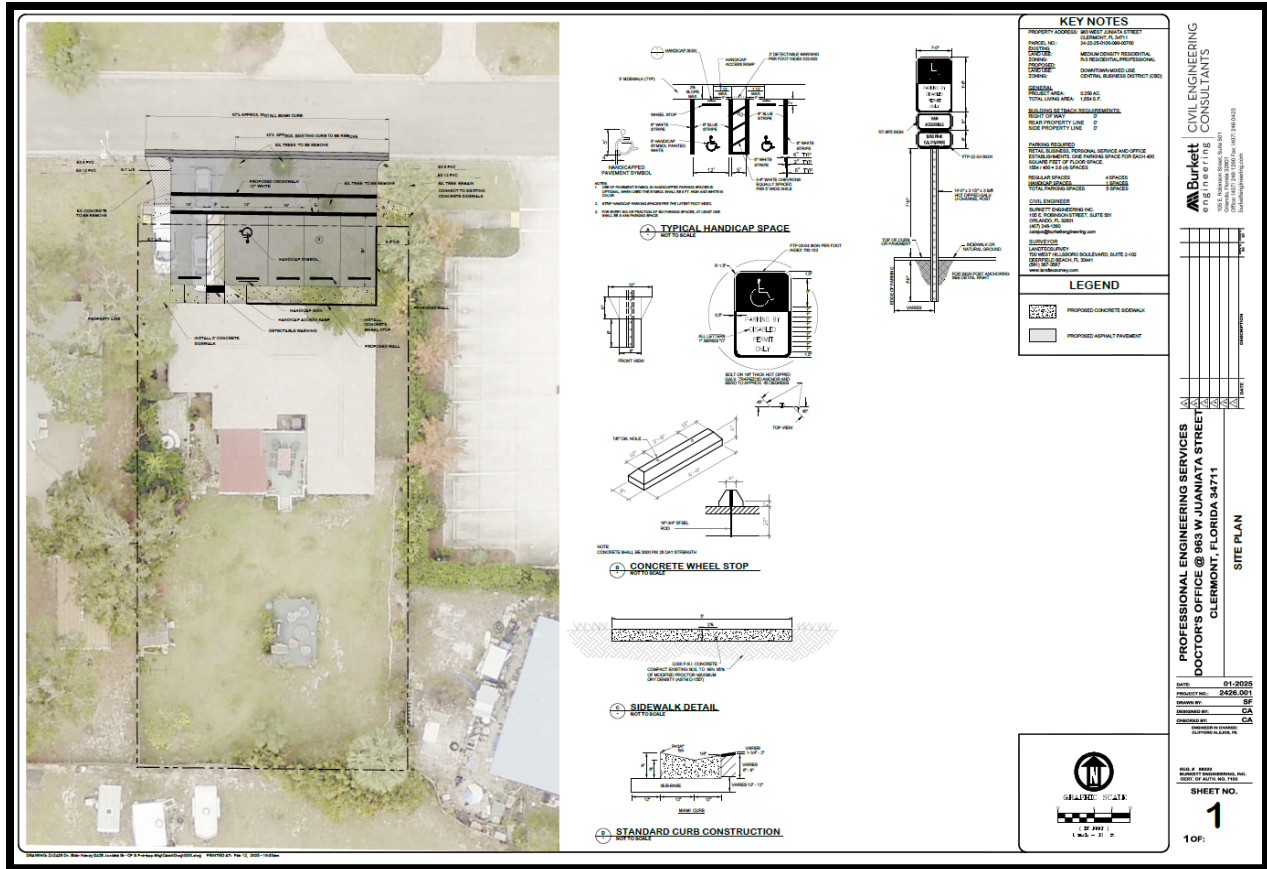
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

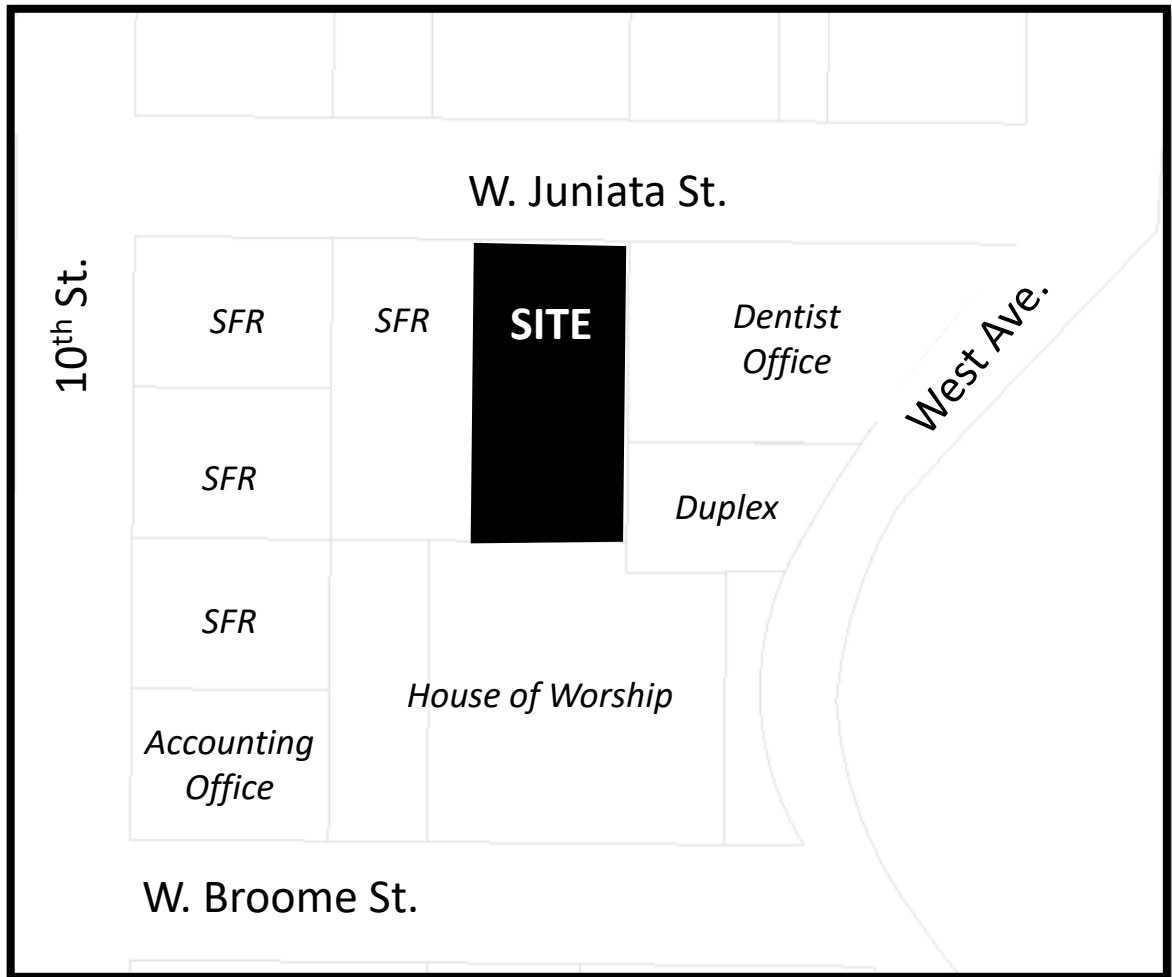
Christian W. Waugh, City Attorney

**CITY OF CLERMONT
RESOLUTION NO. 2025-011R**

EXHIBIT A



963 West Juniata Street



963 West Juniata Street

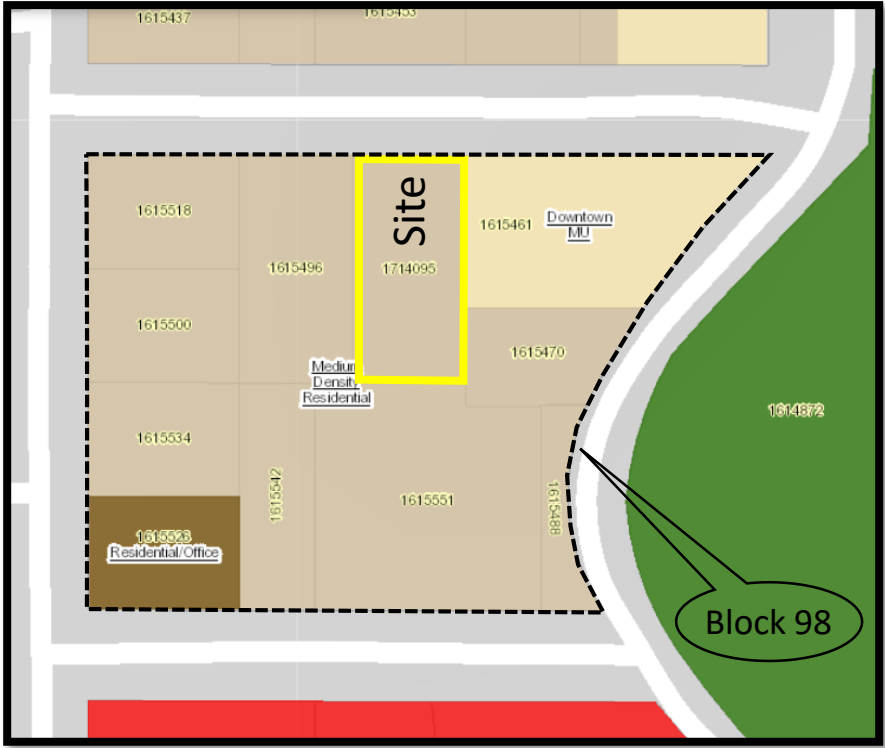
Zoning



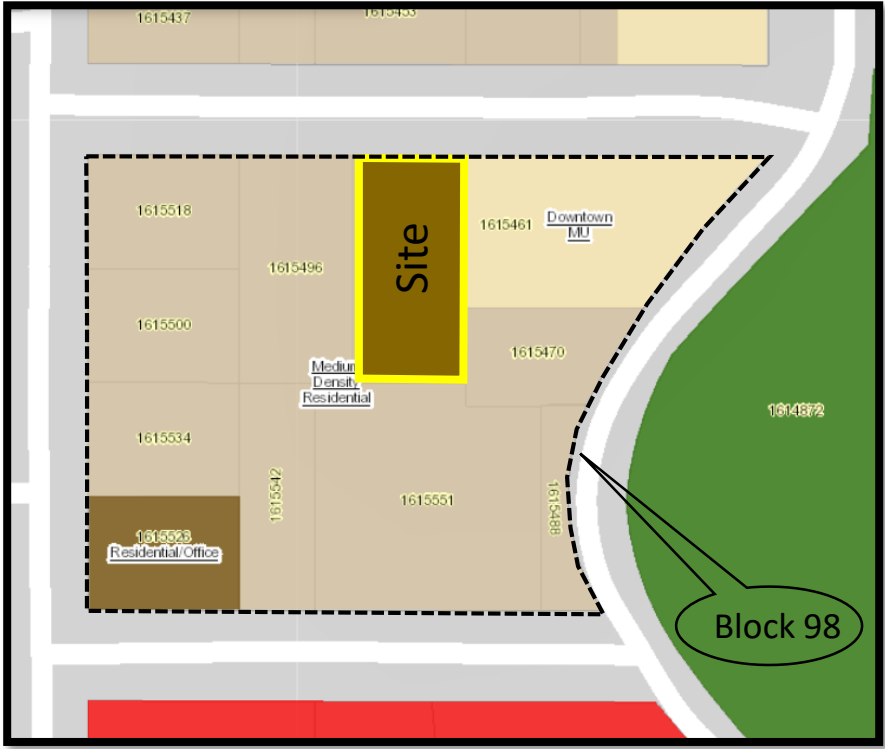
CURRENT Zoning Map: R-3 Residential/Professional

963 West Juniata Street

Future Land Use



CURRENT FLU Map: Medium Density Residential



PROPOSED FLU Map: Residential/Office

963 West Juniata Street



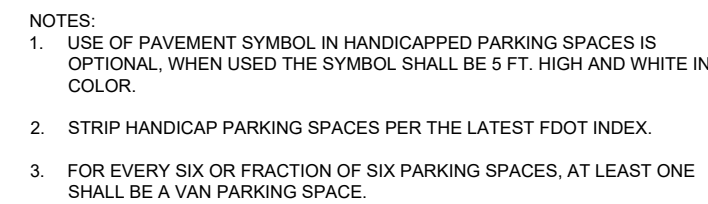
963 West Juniata Street



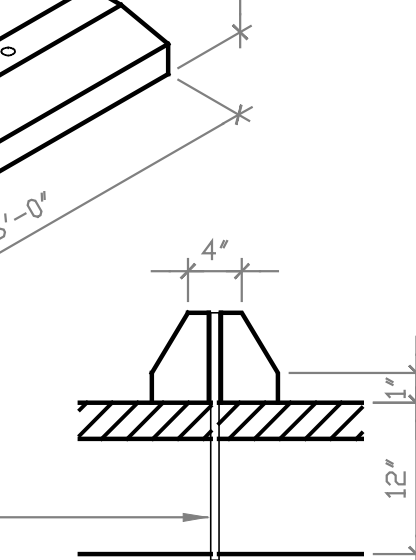
Looking towards the east of the property



Looking towards the west of the property



FRONT VIEW



NOTE:
CONCRETE SHALL BE 3000 PSI 28 DAY STRENGTH

5'

2%

3,000 P.S.I. CONCRETE

COMPACT EXISTING SOIL TO MIN. 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557)

Diagram illustrating the cross-section of a Miami curb. The curb is shown with a total width of 36 inches, divided into three 12-inch sections. The left section is a 9-inch high vertical face. The middle section is a 6-inch high sloped face with a radius of $R=3/4"$ typ. and a 1/4" slope. The right section is a 6-inch high vertical face. The curb is mounted on a sub-base. Dimensions for the curb height and sub-base thickness are indicated as varying: curb height varies from 1-1/4" to 2", and sub-base thickness varies from 10" to 12".



CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)			
Project Name (if applicable) 963 W Juniata St.					
Applicant Blair Handy					
Contact Person Demond Hazley					
Address PO Box 488		City Windermere		State FL	Zip 34786
Telephone 407-465-7930					
Email dhazley@h-trans.com					
PROPERTY OWNER INFORMATION ☒ (Check box if owner information is same as applicant)					
Property Owner Name Blair Handy					
Owner Address 963 W Juniata St.		City Clermont		State FL	Zip 34711
Telephone 407-342-7319		Email bhandy0@gmail.com			
PROPERTY INFORMATION					
Address of Subject Property 963 W. Juniata St		Alternate Key 1714095			Zip 34711
General Location The property is located on the southside of W Juniata St, north of SR 50, between 10th Street and West Avenue in the City of Clermont.					
Legal Description & Alternate Key (include copy of survey) Lot 7 and the east 1/2 of lot 8, block 98, official map of the City of Clermont, according to Map or Plat thereof, as recorded in Plat Book 8, pages 17 through 23, of the public records of Lake County, Florida. Alt Key - 1714095					
Land Use (City verification required) Single Family Dwelling Unit					
Zoning (City verification required) R-3 Residential / Professional District					



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do, and why is it appropriate for this location?) Attach additional page if necessary.

A Conditional Use Permit is requested to facilitate the use-conversion of the existing single family residential dwelling unit to a doctor's office building. The requested conditional use is consistent with Clermont LDC, Section 125-217 (a). A special condition / variance is also requested to reduce the required parking from 8 spaces to 5 spaces and to extend the parking stalls into the right of way, due to the existing configuration of the property.

The requested conditional use permit and variance would allow for adequate site parking while maintaining consistency with the adjacent medical office building to the east, the Residential/Professional land use mix within the area, and the development patterns in the City.

Blair Handy

Applicant Name (print)


Applicant Name (signature)

Blair Handy

Owner Name (print)


Owner Name (signature)

*****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
Planning@clermontfl.org

02/08/2024

It should be noted that a Comprehensive Plan Amendment was previously submitted to request a Future Land Use amendment to Downtown Mixed Use and a Rezoning to Central Business District to facilitate this land use conversion. The request was heard at Planning and Zoning on April 1, 2025 with an approval of 6 to 1, but was then subsequently heard at City Council on April 8, 2025 with a denial of 3 to 2. Furthermore, during both sessions no residents opposed the changes.

As a member of the audience during most sessions (April 1, 2025 and April 8, 2025), this new submission is consistent with the City Council's discussion and recommendation for moving forward. As such, a Future Land Use amendment to Residential/Office, with a corresponding conditional use permit for the Doctor's Office land use with a variance for parking (5 parking spots) is being requested as indicated by the City Council.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	05/21/2025
Order Number:	11338123
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	4.0600

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/09/2025 - 06/09/2025	Public Notices
LEE dailycommercial.com	1	06/09/2025 - 06/09/2025	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
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM, the Clermont City Council will consider a request for a Conditional Use Permit (2025-011R), to allow for a professional office within the R-3 Residential/Professional Zoning District. In addition, the applicant is requesting the following special conditions to be included in the Conditional Use Permit: (1) a reduction in required parking spaces from eight (8) parking spaces to five (5) spaces and (2) to allow the five (5) parking spaces to be placed along the right-of-way, as shown in the Site Plan prepared by Burkett Engineering, dated 01-2025.

LOCATION

963 West Juniata Street
Alternate Key 1714095
0.26 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. 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

11338123 6/9/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Ordinance No. 2025-024 <i>Final</i> <i>Code Enforcement Special Magistrate</i>		
Requested Action		
Staff Report		
This item has been withdrawn.		
Additional Analysis		
Fiscal Impact Summary		
This is an unbudgeted item. If approved, a professional services contract will be procured.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-024 Special Magistrate (05.29.2025)	Ord 2025-024 Special Magistrate (05.29.2025).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE II, “CODE ENFORCEMENT AND NUISANCE ABATEMENT”, DIVISION 1, “GENERALLY”, SECTION 1-41 “INTENT OF ARTICLE”, PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT SPECIAL MAGISTRATE; AND AMENDING SECTION 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM AND NUISANCE ABATEMENT SYSTEM ”; RENUMBERING SECTION 1-43 “SUPPLEMENTAL ENFORCEMENT”; AND AMENDING DIVISION II, “CODE ENFORCEMENT BOARD”, SECTION 1-75, “CREATED; JURISDICTION; ENFORCEMENT BY COURTS”; SECTION 1-76, “APPOINTMENT AND QUALIFICATIONS”; SECTION 1-77 “COUNSEL NAMED”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

NOW, THEREFORE, be it ordained by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1:

Article V, “Code Enforcement”, Division 1, “Generally”, Sections 1-41–1-77 are hereby amended to read as follows:

Section 1-41 Intent of Article.

It is the intent of this Article to appoint-a Municipal Code Enforcement Special Magistrate_with the authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, and welfare of the City and to provide an equitable, expeditious, effective, and an inexpensive method of enforcing any of the City's Codes and Ordinances in force where a pending of repeated violation exists or continues to exist. This Article has been enacted pursuant to the authority of Florida Statute Chapter 162.

Section 1-42 Alternate Code Enforcement System.

The City hereby adopts an alternate code enforcement system which gives the Code Enforcement Special Magistrate appointed by the City Council the authority to hold hearings and assess fines against violators of the City Codes and Ordinances.

Section 1-43 Supplemental Enforcement.

Nothing contained in this Article shall prohibit the City from enforcing its codes by any other means.



CITY OF CLERMONT
ORDINANCE NO. 2025-024

SECTION 2:

Article V, “Code Enforcement”, Division II, “Code Enforcement Board”, Sections 1-75 – 1-77 are hereby amended to read as follows:

Section 1-75 Created; Jurisdiction; Powers and Duties; Enforcement by Courts.

- (a) There is hereby created a municipal Code Enforcement Special Magistrate pursuant to Florida Statutes Chapter 162.
- (b) The City Code Enforcement Special Magistrate shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the City Code and its ordinances.
- (c) The Code Enforcement Special Magistrate shall have all of the powers and duties granted under Florida Statute Chapter 162; as amended. The City hereby adopts such provision by reference as if set out fully herein.
- (d) Any alleged violations of such Code and Ordinances may also be enforced in any court of competent jurisdiction.
- (e) Wherever any Ordinance or provision of the City Code or the City Land Development Code shall reference the Code Enforcement Board, it shall be deemed to reference and apply to the Code Enforcement Special Magistrate as created herein.

Section 1-76 Appointment and Qualifications.

The Code Enforcement Special Magistrate shall be appointed by the City Council, shall be a member in good standing of The Florida Bar, and shall have such other qualifications as the Council may determine.

Section 1-77 Counsel Named.

The City Attorney shall serve as counsel to the City in all matters before the Code Enforcement Special Magistrate.



CITY OF CLERMONT
ORDINANCE NO. 2025-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Christian W. Waugh, City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	06/02/2025
Order Number:	11377670
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	71.0000
Height in Inches:	5.8800

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/09/2025 - 06/09/2025	Govt Public Notices
LEE dailycommercial.com	1	06/09/2025 - 06/09/2025	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	\$114.18
Tax Amount	\$0.00
Service Fee 3.99%	\$4.56
Cash/Check/ACH Discount	-\$4.56
Payment Amount by Cash/Check/ACH	\$114.18
Payment Amount by Credit Card	\$118.74

Order Confirmation Amount	\$114.18
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM the Clermont City Council will consider the proposed ordinance to allow for an amendment to Sections 1-41 through 1-77 of the Code of Ordinances.

ORDINANCE NO. 2025-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE II, "CODE ENFORCEMENT AND NUISANCE ABATEMENT", DIVISION 1, "GENERALLY", SECTION 1-41 "INTENT OF ARTICLE", PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT SPECIAL MAGISTRATE; AND AMENDING SECTION 1-42 "ALTERNATE CODE ENFORCEMENT SYSTEM AND NUISANCE ABATEMENT SYSTEM"; RENUMBERING SECTION 1-43 "SUPPLEMENTAL ENFORCEMENT"; AND AMENDING DIVISION II, "CODE ENFORCEMENT BOARD", SECTION 1-75, "CREATED; JURISDICTION; ENFORCEMENT BY COURTS"; SECTION 1-76, "APPOINTMENT AND QUALIFICATIONS"; SECTION 1-77 "COUNSEL NAMED"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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
11377670 6/9/2025

AGENDA ITEM

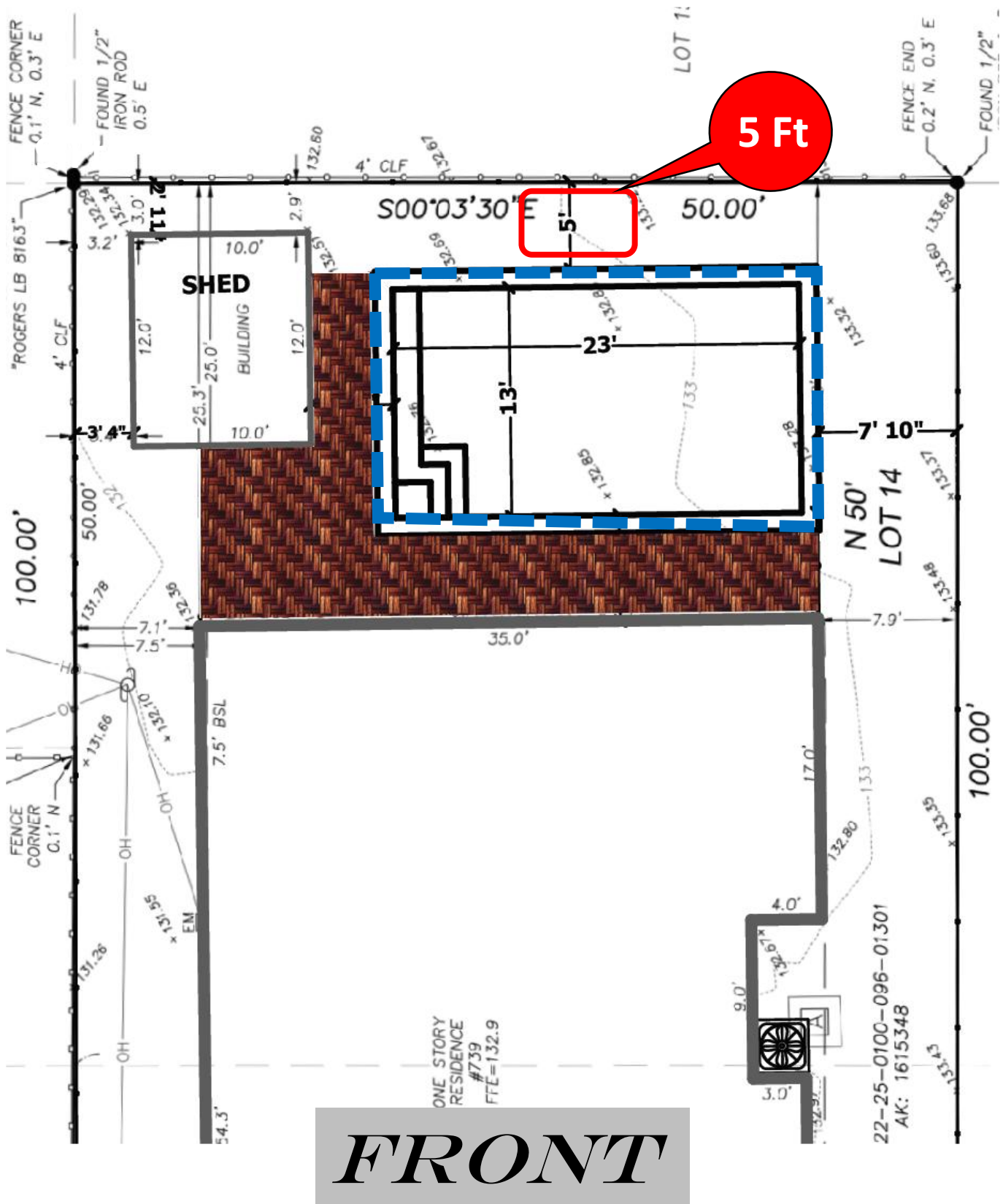
Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Variance Request 739 10th Street	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The applicant, Philip Stockman, is requesting variances to the Land Development Code (LDC) (1) to allow a rear yard setback to be five (5) feet instead of 7 ½ feet as required for an accessory structure by Section 125-520 and (2) exceeding the maximum impervious surface ratio coverage for single-family of 55 percent by Section 125-251 of the Land Development Code. The applicant would like to install a 13 feet by 23 feet in-ground pool with a surrounding patio area on their property located at 739 10th Street. The property is currently being used for single-family use and is located in the Residential/Professional (R-3) zoning designation.	
 	
Staff have reviewed the applicant's request for the placement of an in-ground pool encroaching into the required setback and exceeding the maximum ISR and does not support approval. The variances would not provide uniformity and character of the surrounding neighborhood and, while the property has the absence of a rear neighbor, staff remain concerned about visibility, potential stormwater run-off, and overall compatibility with adjacent properties. Additionally, staff find no evidence of other properties within the same zoning category that have been granted similar variances. Strict adherence to the rear setback and ISR standards supports the City's goal of orderly development, effective stormwater management, and consistency with the Land Development Code.	
Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings in order to grant a variance. Staff has evidence that <u>three</u> of the five criteria do not meet these findings in a positive way and recommends denial of the request.	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 739 10th St VAR Map	739 10th St VAR Map.pdf	
2. 101-246 Review Criteria- 739 10th St VAR	101-246 Review Criteria- 739 10th St VAR.pdf	
3. Stockman_Variance_Application	Stockman_Variance_Application.pdf	
4. Stockman_Proposal	Stockman_Proposal.pdf	
5. Legal ad - 739 10th St.	Legal ad - 739 10th St..pdf	

739 10th Street







Rear yard setback to be five (5) feet instead of 7 ½ feet as required for an accessory structure and the surrounding deck that would exceed the maximum impervious ratio of 55%

739 10th Street 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 property backs up to a drainage reservoir adjacent to a parking that is part of the daycare property on W Desoto. There is no rear neighbor. There are no easements along the back of the property line. On either side is each neighbor's backyard – no house sits side-by-side with the property. As such, each main structure is at least 25 ft away from the backyard. Setting the pool enclosure 2.5 ft into the special rear setback line will not interfere with any neighbor's yard. There is also adequate drainage on all sides in considering the impervious/pervious ratio.

Staff comments: The placement of the inground pool encroaching in the rear yard setback may set a precedent for similar encroachments, potentially impacting the overall standard of the neighborhood and zoning. While the applicant notes the absence of a rear neighbor, the location, visibility of the structure, and stormwater runoff is a concern.

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: Without the variance, the land in the backyard will remain undeveloped. Our goal is to increase the property appeal and complete the home with the vision of an enclosed inground pool and patio area.

Staff comments: The placement of an inground pool encroaching the rear yard setback and the overall impervious ratio is out of character with other properties in the same zoning category. Staff does not have any evidence of other properties in the same zoning category that have pools in the rear yard setback and over the 55% ISR.

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: Adding a pool to a property in Clermont increases features, adds appeal and value, and adds attraction to a backyard. To deny this variance would deny my right to improve my own property. A pool enforces an active lifestyle in a limited space in a backyard that would otherwise go unused in the heat.

Staff comments: Strict compliance with the rear setback and ISR limitations furthers the city's objectives for orderly development, stormwater management, and compatibility with surrounding properties. The proposed encroachment and excess ISR are in direct conflict with the Land Development Code.

Negative Finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:

Applicant response: *Clermont Comprehensive plan, chapter XIV property rights, policy 1.2 the right of the property owner to use, maintain, DEVELOP AND IMPROVE HIS OR HER INTERESTS IN THE PROPERTY.*

Staff comments: *The variance request is not in direct conflict with the City's Comprehensive Plan.*

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: *Reasonable use of the land is to improve it with an enclosed inground pool and patio area. This will maximize the usable living space by increasing access to the outside. The variance still leaves 5 ft between the pool enclosure and rear property line. Denying the variance will ensure this part of the property remains undeveloped and under utilized.*

Staff comments: *Given the current conditions of the property, the requested variance appears to represent the minimum necessary to enable a functional pool installation. One potential option is to reduce the width and length of the pool to comply with setback and ISR requirements, provided the applicant determines that the revised dimensions will still meet their functional need.*

Positive Finding

STAFF RECOMMENDATION: Section 101-246 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 submitted and finds the application does not meet a positive finding on **three** of the Review Criteria and Findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT
VARIANCE
FILING INSTRUCTIONS

Check List

The following information shall be provided:

- ☒ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☒ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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



CITY OF CLERMONT
VARIANCE
 APPLICATION

DATE 5/1/2025		FEE: \$300	
Project Name (if applicable)			
Applicant Philip Stockman			
Contact Person Philip Stockman			
Address 739 10th St.	City Clermont	State FL	Zip 34711
Telephone 678-779-8100	Fax N/A		
Email philslislist@gmail.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	City	State	Zip
General Location WEST OF DOWNTOWN CLERMONT ON 10TH ST BETWEEN MONTROSE AND W. DESOTO			
Legal Description & Alternate Key (include copy of survey) THE NORTH 50.00 FEET OF LOTS 13 AND 14, BLOCK 96 OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE(S) 17-23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALTERNATE KEY: 1615348			
Land Use (City verification required) RESIDENTIAL			
Zoning (City verification required) R3			



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, § 122-342; Code 2008, § 122-342; Ord. No. 281-C, § 1(ch. 16, art. I, § 2), 11-8-1994; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2023-007, § 2, 3-28-2023) Sec. 125-520. - Special setbacks.

What are you proposing to do that would require a variance and why?

Installation of enclosed inground pool and patio space requiring a 2.5 ft additional setback on rear property line and adjustment to pervious/impervious ratio.

How does the Code create a hardship?

The code prevents the owner from developing his or her interests in the property.

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 property backs up to a drainage reservoir adjacent to a parking that is part of the daycare property on W Desoto. There is no rear neighbor. There are no easements along the back of the property line. On either side is each neighbor's backyard – no house sits side-by-side with the property. As such, each main structure is at least 25 ft away from the backyard. Setting the pool enclosure 2.5 ft into the special rear setback line will not interfere with any neighbor's yard. There is also adequate drainage on all sides in considering the impervious/pervious ratio.

- (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;

Without the variance, the land in the backyard will remain undeveloped. Our goal is to increase the property appeal and complete the home with the vision of an enclosed inground pool and patio area.

- (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;

Adding a pool to a property in Clermont increases features, adds appeal and value, and adds attraction to a backyard. To deny this variance would deny my right to improve my own property. A pool enforces an active lifestyle in a limited space in a backyard that would otherwise go unused in the heat.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
Clermont comprehensive plan, chapter XIV property rights; policy 1.2 the right of the property
owner to use, maintain, DEVELOP AND IMPROVE HIS OR HER INTERESTS IN THE PROPERTY.

(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.

Reasonable use of the land is to improve it with an enclosed inground pool and patio area. This will maximize the
usable living space by increasing access to the outside. The variance still leaves 5 ft between the pool enclosure and
rear property line. Denying the variance will ensure this part of the property remains undeveloped and under utilized.

Philip Stockman

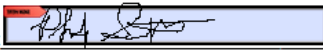
Applicant Name (print)

x 

Applicant Name (signature)

Philip Stockman

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment 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;
- (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.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

Greetings—

My name is Phil Stockman and I am applying for a variance to my rear special setback and impervious/pervious land ratio.

I plan to install a 300 sqft inground pool, enclosed by a screen with pool decking composed of pervious interlocking tiles.

I am applying for a variance to the rear special setback. I need the setback varied from 7.5 ft to 5 ft. I am also applying for a variance to the pervious/impervious ratio of 55% to 60%

Here are the current impervious calculations after adding a pool:

Walkway = 102 sqft

Driveway = 374 sqft

House = 1777 sqft

Shed = 120 sqft

Pool = 300 sqft

Total = 2673 sqft

Lot size = 5000 sqft

55% of 5000 = 2750 sqft (77 sqft UNDER impervious/pervious ratio) without pool decking

Total = 2673 sqft

Pool deck = 300 sqft

New total = 2973 sqft (223 sqft OVER impervious/pervious ratio)

Proposed pool and patio. The patterned area represents the pool deck at a total of 300 sqft which will be composed of pervious interlocking tile. The decking will put the ratio of impervious/pervious at 60% instead of 55%. This graphic shows the proposed pool plan assuming the variance is approved on the rear lot special setback from 7.5 ft to 5.ft. This area backs up to a drainage embankment.

feeling like we were home each time. We ended up renting a spot to park our RV on in Apopka with a friend of ours as we had decided the Orlando area is what we desired. My wife first visited Clermont and absolutely fell in love. We had been looking for a town that was walkable and had lots of activities nearby.

The original house we had planned to purchase was on the east side of Clermont and was closer to what we were accustomed to—over 2000 sqft multi-story and even had an in-law apartment. This deal fell through as we discovered many issues with the house. As our hope dwindled, my wife spotted the house we now call a home at 739 10th St. blocks away from downtown Clermont.

There was only one problem—as a home it checked almost no boxes on our list other than: LOCATION. There was no carport let alone a garage for our car, the lot size was 5000 sqft, the house itself was 2 bedrooms/1 bath and 986 sqft. The water heater, washing machine, and dryer hookup were all outside on the back patio. There was an electrical panel in a kitchen cabinet next to the sink. There was a power pole in the backyard with our neighbors cable and electrical feeds dangling so low across it that I could reach up and touch them. But more importantly—there was no pool. My family and I had decided on Florida for many reasons, but one of the key factors was that we wanted a screened in pool area. Nothing huge and fancy, just something we can relax and play in after a hot day on the town. The power pole was going to be a big obstacle, but we also knew that adding an addition AND a pool was going to be tricky. Of course, everyone along the way assured us we could do it all.

This was not an ideal property as-is for our family, but the price was very appealing and left something in our account to improve the lot. We decided if we didn't make a move we might miss our chance to live within walking distance of Lake Minneola and Downtown Clermont, so in the midst of purchasing the house we also called several contractors in hopes to plan an addition. If that didn't happen, I was likely going to have to sleep in the shed.

Fortunately, we were able to purchase the house even though every aspect of the procedure came down to the wire. We almost didn't purchase the house because of plumbing (lines had to be inspected individually because they were painted over) electrical (there was an existing cloth wire running to the HVAC) roof (insurance company would not insure us until roof replacement receipt was located) and of course, every appliance including AC was over 20 years old.

The week after we purchased it, I began improvements. I painted the entire interior, replaced all the light switches and receptacles and installed new vinyl plank flooring. I upgraded the bathroom, replacing the toilet and vanity and adding a wall cabinet.

I met with Duke Energy, multiple contractors, and pool people to determine the next steps. After a few false starts with Duke, I was able to get them install a new pole at the street and re-route my neighbor's power line from over my backyard. This cost me about \$1600 to correct an issue Duke referred to as "power trespassing". It is worth noting that the power line to my house from the pole was not affected or involved—this was all to move someone else's line.

The pool people determined that house addition should come first, and so I pursued contractors. This house was built in 1958 and my wife and I were not about to ruin the character of the home or the neighborhood by adding a second story. We also decided that would not be risky for the structure and expensive.

As I did research, I was able to discover that the towers welcoming visitors and residents to Clermont on either end of 50 were designed and built by Scott Clark at Derelle, Inc. I wanted someone who knew Clermont and had experience in this neighborhood and he seemed like the only guy for the job. Most of the contractors I had spoken to would not do additions, only new construction, so I called Scott and he agreed to manage the project. After going through a few designs with the draftsmen, construction started.

We thought our house was small before, but when the kitchen was demolished we had to lean back on what we had learned as a family. Recall, all four of us had lived in an RV for almost 2 years. From this point until construction was complete we cooked in the living room with a toaster oven and hot pots for over 60 days, doing dishes in the bath tub because we had no kitchen, let alone a kitchen sink.

But this would all be worth it because once the addition was done, we could get our pool. Unfortunately, Scott passed away during the beginning of the project. Happy to have had his expertise at the onset, it was quite a journey for Derelle to complete the project without his guidance.

I had researched all the zoning and setback information well before the start of the house project and knew we would be cutting it very close with the pool in terms of pervious/impervious land and the pool location—but a reasonable living space was priority. I was assured that the pool would not count as impervious land, but this turned out to not be 100% accurate. The house addition had expanded our home from a 2 bed 1 bath to a 4 bed/3 bath with a pantry, laundry room and a living room with french doors out to the back. Our water heater was upgraded to a tankless and is in the laundry room—which is inside now, did I mention?

It was at this point that we decided to sell our car. We had been walking almost everywhere since moving here and we wanted to see how long we could do it. This was in October of 2024 and we have yet to purchase another vehicle. My wife Elaina walks to her chiropractor Dr. Osborne, I walk to my doctor Dr. Teran. My 16 year old daughter Mary walks to her rehearsals at the new School of Rock and hangs out with friends in Montrose Market or at Cosmic Controllers after and just had two great performances at Friar Tuck and Food Truck Friday. I frequently take my 8 year old son Nick to Waterfront Park and Victory Point, not to mention Hiawatha Park and West Beach Playground. I buy my fancy beer from Darren at Suds, I buy the best sausage roll around from Steve at The Bell, I get my hair cut by Juliet at the Tonsorium. Every Wednesday we get sandwiches from Cosa Nostra at their new location. I can't tell you how many times we have poked around town, walked around the lake or just enjoyed the views and people watching

downtown. I bought e-bikes and bike to my dentist and Winn Dixie for groceries. We love everything about living here and don't plan on leaving.

The variance I am applying for is to allow for the pool enclosure to be setback 2.5 ft further from the main house. In order to accomplish this we do not need more land, but to be closer to the rear property line so there is space between the house and the pool, we are seeking relief from the special setback requirement of 7.5 ft for inground pools to be adjusted to 5 ft.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	739 10th St Variance

Date:	06/06/2025
Order Number:	11392263
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	4.2100

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/17/2025 - 06/17/2025	Govt Public Notices
LEE dailycommercial.com	1	06/17/2025 - 06/17/2025	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	\$82.58
Tax Amount	\$0.00
Service Fee 3.99%	\$3.29
Cash/Check/ACH Discount	-\$3.29
Payment Amount by Cash/Check/ACH	\$82.58
Payment Amount by Credit Card	\$85.87

Order Confirmation Amount	\$82.58
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM the Clermont City Council will consider a request for the following variance: (1) to allow a rear yard setback to be less than the minimum setback requirements for an accessory structure (swimming pool) in the R-3 Residential/Professional zoning district, Section 125-520, and (2) exceeding the maximum impervious surface coverage for single-family lot of 55 percent, Section 125-251, at the following location:

LOCATION:
739 10th Street
(Alternate Key #1615348)

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.

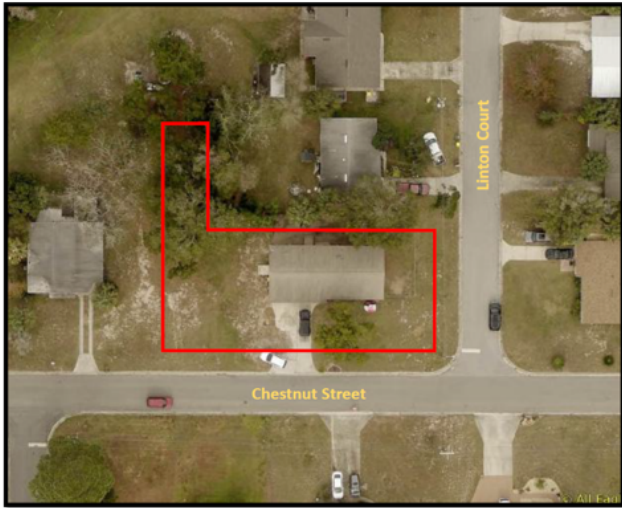
All interested parties will be given an opportunity to express their views on this matter.

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, MMC
City Clerk

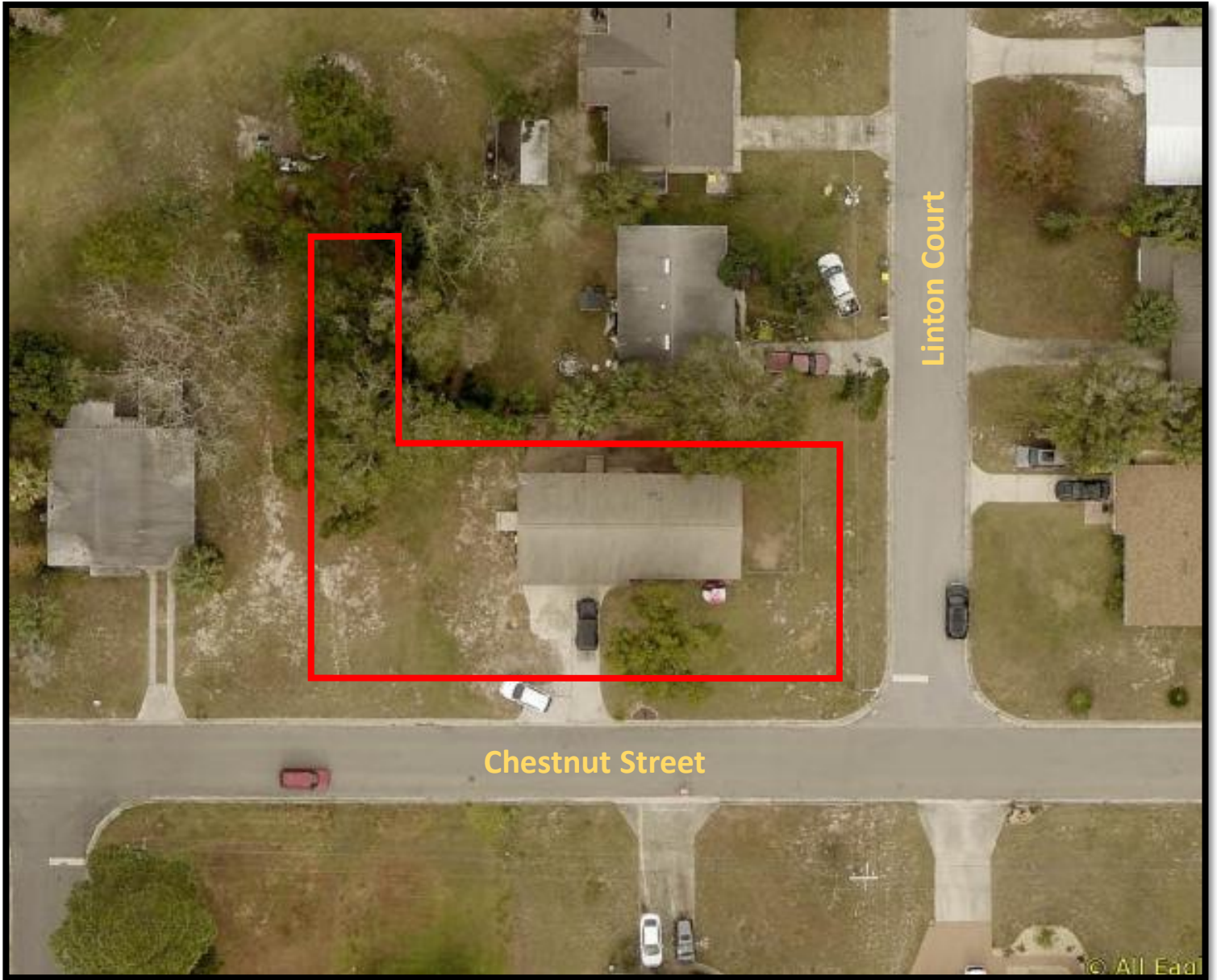
Daily Commercial
June 17, 2025

AGENDA ITEM

Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Variance Request 1070 Chestnut Street	
Requested Action	
Recommend denial of the variance request.	
Staff Report	
The applicant, Edward Cappellano, is requesting a variance to the Land Development Code (LDC) to allow a front yard setback to be less than the 25-foot minimum setback requirement in the R-2 Medium Density Residential zoning district under Section 125-195. The applicant is proposing to construct a 26-foot-wide by 10-foot-deep covered front porch, which would result in a front yard setback of approximately 14.7 feet. The single-family home is located at 1070 Chestnut Street and is located under the Medium Density Residential (R-2) zoning designation.	
 	
Staff reviewed the property data and confirmed that the home was constructed in 1974. Staff understand that the proposed addition may enhance the property's value and provide additional covered outdoor space for the property owners. The applicant has provided photos of surrounding homes with similar porch styles. Further research indicates that no variances were granted for front yard setbacks. This could be a result of the homes being constructed in the 1970's, prior to the adoption of the current 25-foot front year setback requirement. Staff have reviewed the applicant's request and, because the proposed porch would encroach more than 10 feet into the required setback, staff does not support the approval of the variance.	
Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings in order to grant a variance. Staff has evidence that <u>two</u> of the five criteria do not meet these findings in a positive way and recommends denial of the request.	
Additional Analysis	
Fiscal Impact Summary	

None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	1070 Chestnut St VAR Map	1070 Chestnut St VAR Map.pdf
2.	101-246 Review Criteria- 1070 Chestnut Street Variance	101-246 Review Criteria- 1070 Chestnut Street Variance.pdf
3.	Application w attachments	Application w attachments.pdf
4.	Applicant provided examples	Applicant provided examples.pdf
5.	Legal ad 11391689 - 1070 Chestnut Street Variance	Legal ad 11391689 - 1070 Chestnut Street Variance.pdf

1070 Chestnut Street



1070 Chestnut Street



Applicant is proposing a 26' x 10' covered porch that will have a 14.7' front yard setback instead of the required 25' front yard setback to the property line.

1070 Chestnut Street 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: *Proposed plan to direct neighbors with no opposition.*

Staff comments: *Applicant has provided a Petition to Improve Elevation signed by surrounding neighbors that are in support of the approval of the variance. Staff has no evidence indicating a negative impact on adjacent or nearby property owners.*

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: *No Response*

Staff comments: *The applicant has shown examples of surrounding properties with front yard extended porches. Although the examples are similar in style, none required a variance for the front yard setback thus making the variance request out of character with the surrounding properties.*

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: *No Response*

Staff comments: *The proposed porch is not in compliance with the front yard setbacks and in direct conflict with the Land Development Code.*

Negative Finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan:
Applicant response: *No Response*

Staff comments: *The variance request is not in direct conflict with the City’s Comprehensive Plan.*

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: *No Response*

Staff comments: *Given the current conditions of the property, the requested variance appears to represent the minimum necessary for the proposed front porch.*

Positive Finding

STAFF RECOMMENDATION: Section 101-246 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 submitted and finds the application does not meet a positive finding on **two** of the Review Criteria and Findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE APPLICATION

DATE <u>5/12/2025</u>		FEE: <u>300.00</u>	
Project Name (if applicable)			
Applicant <u>Edward Cappellano</u>			
Contact Person <u>Edward Cappellano</u>			
Address <u>1070 Chestnut St</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34711</u>
Telephone <u>407 924 9359</u>		Fax	
Email <u>Ecappellano@yahoo.com</u>			
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 <u>1070 Chestnut St.</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34711</u>
General Location			
Legal Description & Alternate Key (include copy of survey) <u>23-22-25-0500-126-AD500 / 2510455</u>			
Land Use (City verification required) <u>Single Family</u>			
Zoning (City verification required) <u>Residential</u>			



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:

What are you proposing to do that would require a variance and why?

Extend current porch an additional 6 ft. Currently a 4 foot overhang. Would like to extend to a full 10 feet. See Attachment.

How does the Code create a hardship?

See Attachment

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;
proposed plan to direct neighbors with no opposition.
- (2) The variance will allow a reasonable used of the property, which use in 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.

Edward Cappellano
Applicant Name (print)

[Signature]
Applicant Name (signature)

Edward Cappellano
Owner Name (print)

[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

What are you proposing to do that would require a variance and why?

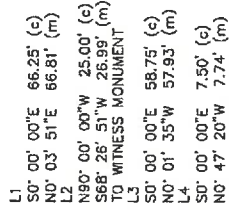
Home currently has a 4-foot overhang from the roofline. Proposing to build a covered front porch extending an additional 6 feet for 10 feet in total.

How does the code create a hardship?

The code limits opportunities to improve the elevation of the home.

CITY OF CLERMONT

SUNSET LAKE
(PARK) (P)
ALTERNATE
KEY 1628601

[illegible]

Just millions needed now to get our schools started.



PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATION OF AUTHORIZATION #LB7845
 32138 OKALOOSA TRAIL
 SORRENTO, FLORIDA 32776
 Phone: (352) 735-3786

JOB NO. 22.0418 Sheet 1 of 1

[illegible]

**CERTIFIED TO:
EDWARD CAPPELLANO
ROBERTS & LAW, P.A.
EVERETT FINANCIAL INC., DBA
SUPREME LENDING**







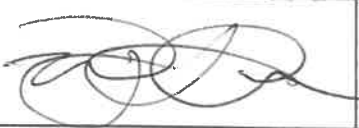
EXTERIOR MAKEOVER REV

**Petition to Improve Elevation of
1070 Chestnut St Clermont, FL 34711**

Homeowner of 1070 Chestnut St Clermont, FL 34711 is seeking to improve the elevation of the home by building a front porch. Pictures of design idea are attached.

This improvement will require the approval of a variance with the City of Clermont.

Signatures below indicate approval of request.

Name	Address	Signature	Date
Tatum Richardson	1140 Linton Ct.		5/8/25
Benjamin John	1003 Chestnut St.		5/8/25
Michael Durant	1007 Chestnut St.		5/8/25
WAYNE LINDFELMAN	1147 LINTON CT.		05/08/25
Rebecca Ryan	1071 Chestnut St.	R. Ryan	05/08/25

1070 Chestnut Street
Applicant Examples of surrounding homes with similar style



1070 Chestnut Street
Applicant Examples of surrounding homes with similar style



1070 Chestnut Street
Applicant Examples of surrounding homes with similar style



Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	1070 Chestnut Street

Date:	06/06/2025
Order Number:	11391689
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	3.8200

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/17/2025 - 06/17/2025	Govt Public Notices
LEE dailycommercial.com	1	06/17/2025 - 06/17/2025	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	\$74.68
Tax Amount	\$0.00
Service Fee 3.99%	\$2.98
Cash/Check/ACH Discount	-\$2.98
Payment Amount by Cash/Check/ACH	\$74.68
Payment Amount by Credit Card	\$77.66

Order Confirmation Amount	\$74.68
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM the Clermont City Council will consider a request for the following variance: to allow a front yard setback to be less than the 25 foot minimum setback requirements in the R-2 Medium Density Residential zoning district, Section 125-195, at the following location:

LOCATION:

1070 Chestnut Street
(Alternate Key #2510455)

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, MMC
City Clerk

Daily Commercial
June 17, 2025
11391689

AGENDA ITEM

Meeting Date	
Tuesday, June 24, 2025	
Agenda Item Name	
Variance Request 931 West Montrose Street	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The applicant, Valerie Schuett, is requesting a variance to the Land Development Code (LDC) (1) to allow a second accessory dwelling unit on a single lot that would exceed that maximum allowed and (2) to allow a rear yard setback to be less than the minimum setback requirements for a detached accessory dwelling unit, Section 125-528. The property, 931 W. Montrose St., is located in the Central Business District (CBD). The property has an existing attached ADU located over the garage on the property and a non-conforming bomb-shelter on the south portion of the property. The applicant proposes to construct a 30-foot-wide by 24-foot-deep two-story secondary accessory dwelling unit. Due to the condition of the existing non-conforming structure, the proposed structure may need to be built around it, resulting in a rear yard setback of approximately 6.8 feet, which is encroaching on the required 7.5 feet setback.	
 	
Staff have reviewed the application and acknowledged that the property is larger than the surrounding parcels. However, the Land Development Code permits only one accessory dwelling unit per property. The addition of a second ADU would increase residential density in a manner inconsistent with the intent of the code and may contribute to a more commercial character for the property. Furthermore, the proposed placement of the second ADU would encroach on the required rear yard setback, potentially setting a precedent for similar requests for additional ADUs and reduced setbacks. The applicant could add additional units based upon the CBD zoning. However, it would require a commercial review process which would include stormwater, parking, landscaping, and fire code.	
Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings in order to grant a variance. Staff has evidence that <u>three</u> of the five criteria do not meet these findings in a positive	

way and recommends denial of the request.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 931 W Montrose St VAR Map	931 W Montrose St VAR Map.pdf	
2. 101-246 Review Criteria- 931 W Montrose Street Variance	101-246 Review Criteria- 931 W Montrose Street Variance.pdf	
3. Application w attachments	Application w attachments.pdf	
4. 931 W Montrose Variance	931 W Montrose Variance.pdf	
5. Legal Ad - 931 W. Montrose Street Variance	Legal Ad - 931 W. Montrose Street Variance.pdf	

931 W Montrose Street



931 W Montrose Street



Applicant is proposing a 2nd accessory dwelling unit (30' x 24') that will have a 6.8' rear yard setback instead of the required 7.5' rear yard setback for an accessory structure.

931 W Montrose Street 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: It would not have a negative effect at all. We are in a residential area that often has lots ½ the size of ours. We will be able to keep all the appropriate set backs to our property lines and I have asked our direct neighbors, and they have no issue with it.

Staff comments: The placement of a secondary accessory dwelling unit encroaching in the rear yard setback may set a precedent for similar requests and encroachments, potentially impacting the overall standard of the neighborhood and zoning. Adding a secondary unit circumvents the Commercial review process.

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: If anything this makes us more in character and consistent with the properties around us. Our lot is just one of a few oversized lots for the area, so this will better match the density and feel of most of the other lots on our block. The CBD is an area where we actually WANT more density and there are quite a few ADU's in the downtown already. This variance is less about us trying to do something out of character and more about aligning with the character and goals that exist already for the surrounding area.

Staff comments: The Land Development Code permits only one accessory dwelling unit per property. The addition of secondary ADU will not comply with the CBD standards and meeting the rear yard setbacks for R-3 Residential standards. While the property is larger than surrounding lots, the proposed increase in density is inconsistent with the intent of the code and would contribute to a more commercial character in a residential area.

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: This is an very confusingly worded question. Assuming I understand what you're asking... Approving the variance is more beneficial for the goals and vision the city has for the CBD. Our unusual property is what puts us at odds with the ordinance, but we are not odds with the "spirit of the law"

Staff comments: Strict compliance with the requirement for accessory dwelling units and rear setback furthers the city's objectives for orderly development and compatibility with surrounding properties. The proposed variances are in direct conflict with the Land Development Code.

Negative Finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:
Applicant response: Yes it's consistent with the comp plan and especially with where the revised one is headed.

Staff comments: The variance request is not in direct conflict with the City's Comprehensive Plan.

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: Assuming the question is basically asking: Is your variance as small as possible while still letting you use the land reasonably? Yes. I do not believe we will require any other variances to make this ADU work. I'm counting on staff to let us know if there are other code related items we may need an exception for but so far in the discovery process none other have

Staff comments: Given the current conditions of the property and the existing noncompliant structure, the requested variance for rear setback appears to represent the minimum necessary to add a secondary ADU. One potential option is to remove the existing structure to meet setback but would still need the variance to allow a secondary ADU.

Positive Finding

STAFF RECOMMENDATION: Section 101-246 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 submitted and finds the application does not meet a positive finding on **three** of the Review Criteria and Findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Serves Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Check List

The following information shall be provided:

- ☐ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☐ Legal description of the property – may be on information above.
- ☐ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☐ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☐ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☐ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☐ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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



CITY OF CLERMONT

VARIANCE

APPLICATION

DATE 5/28/25		FEE: \$300	
Project Name (if applicable) Secondary ADU at 931 W Montrose			
Applicant Valerie Schuett			
Contact Person Valerie Schuett			
Address 931 W Montrose St.	City Clermont	State FL	Zip 34711
Telephone 9033638506	Fax		
Email valerie.schuett@gmail.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 931 W Montrose St.	City Clermont	State FL	Zip 34711
General Location Large lot near the corner of West Ave and W Montrose st. Next door to the old Mulberry Inn. Used to be the Old Bicycle Inn			
Legal Description & Alternate Key (include copy of survey) Lot 7 and lot 8, Block 96, City of Clermont, according to the map or plat thereof, as recorded in plat book 8, pages 17-23, inclusive, of the public records of lake county, florida.			
Land Use (City verification required) ??			
Zoning (City verification required) R-3 Residential Professional			



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:
Ordinance No. 2020-20; Sec 122-365; (10)

What are you proposing to do that would require a variance and why?

We already have one ADU on the property and would like to add a second ADU.

How does the Code create a hardship?

We have an abnormally large lot for the CBD district with ample space and parking for a second ADU on site. Also what currently sits in the spot we want to put an ADU is an ugly above ground bomb shelter that is very hard to demo. If we cannot demo it for a reasonable cost, we hope to "hide" it in the ADU and blend it in with a facade. The bomb shelter makes a good portion of our lot unusable so this would help solve that and add more housing in an area the city wants more density.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section: Accessory Dwelling Units; Ordinance No. 2020-20; Sec 122-365; (10)

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;

It would not have a negative effect at all. We are in a residential area that often has lots 1/2 the size of ours. We will be able to keep all the appropriate set backs to our property lines and I have asked our direct neighbors, and they have no issue with it.

- (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;

If anything this makes us more in character and consistent with the properties around us. Our lot is just one of a few oversized lots for the area, so this will better match the density and feel of most of the other lots on our block. The CBD is an area where we actually WANT more density and there are quite a few ADUs in the downtown area already. This variance is less about us trying to do something out of character and more about aligning with the character and goals that exist already for the surrounding area.

- (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;

This is an very confusingly worded question. Assuming I understand what you're asking... Approving the variance is more beneficial for the goals and vision the city has for the CBD. Our unusual property is what puts us at odds with the ordinance, but we are not at odds with the "spirit of the law."



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

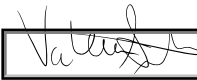
Yes it ' s consistent with the comp plan and especially with where the revised one is headed.

(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.

Assuming this question is bascially asking: Is your variance as small as possible while still letting you use the land reasonably? Yes. I do not believe we will require any other variances to make this ADU work. I ' m counting on staff to let us know if there are other code related items we may need an exception for but so far in the discovery process none other have come up.

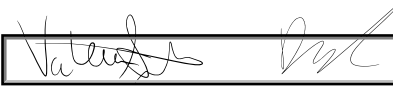
Valerie Schuett

Applicant Name (print)

x 
Applicant Name (signature)

Valerie & David Schuett

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment 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;
- (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.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

BOUNDARY SURVEY

W MONTROSE STREET

60' R/W (IMPROVED)

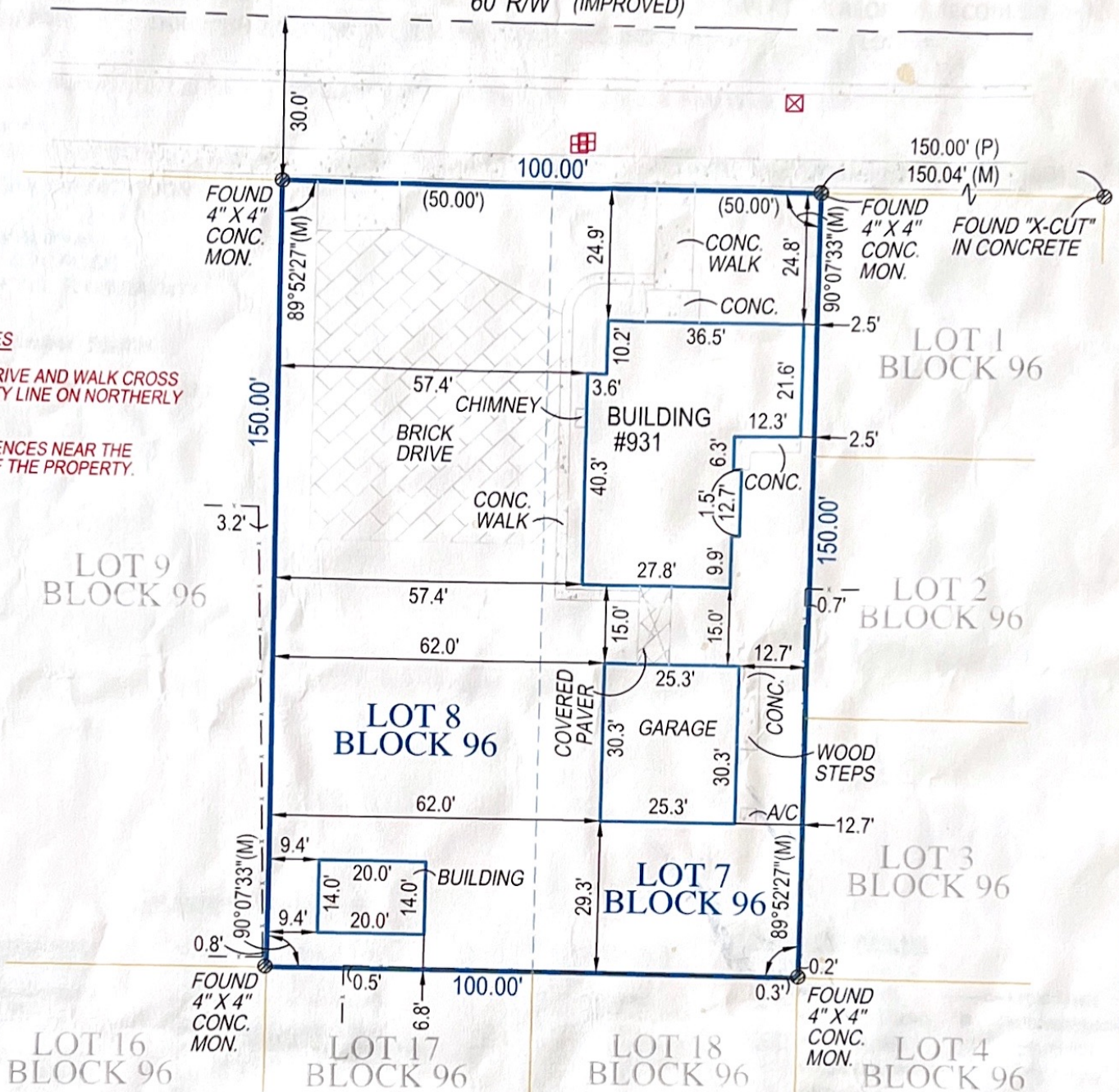


SCALE
1"=30'

SURVEY NOTES

CONCRETE DRIVE AND WALK CROSS
THE PROPERTY LINE ON NORTHERLY
SIDE OF LOT.

THERE ARE FENCES NEAR THE
BOUNDARY OF THE PROPERTY.



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY
IS A TRUE AND CORRECT REPRESENTATION OF A
SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC
SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,
OR A RAISED EMBOSSED SEAL AND SIGNATURE.

Kenneth J
Osborne

Digitally signed by
Kenneth J Osborne
Date: 2021.09.17
12:49:11 -04'00'

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)



LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

LEGAL DESCRIPTION AND CERTIFICATION

LOT 7 AND LOT 8, BLOCK 96, CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Community Number: 120133 Panel: 0570 Suffix: E F.I.R.M. Date: Flood Zone: X Field Work: 9/16/2021

Certified To:

DAVID CHARLES SCHUETT AND VALERIE GRACE SCHUETT, HUSBAND AND WIFE; BRET JONES PA; ALLIANT; LAKE MICHIGAN CREDIT UNION

Property Address:

931 W MONTROSE
CLERMONT, FLORIDA 34711

Survey Number: 501324

Client File Number: 2021-063

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL
(C)	CALCULATED	(L)	LENGTH
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE
D.H.	DRILL HOLE	N&D	NAIL & DISK
D/W	DRIVEWAY	N.R.	NOT RADIAL
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES

O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

	= CATCH BASIN		= MISC. FENCE
	= CENTERLINE ROAD		= PROPERTY CORNER
	= COVERED AREA		= UTILITY BOX
	= EXISTING ELEVATION		= UTILITY POLE
	= HYDRANT		= WATER METER
	= MANHOLE		= WELL
	= METAL FENCE		= WOOD FENCE

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS LOCATED.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- FENCE OWNERSHIP NOT DETERMINED.
- ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.G.V.D. 1929
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES.
- IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

Page 389



LB #7893

SERVING FLORIDA

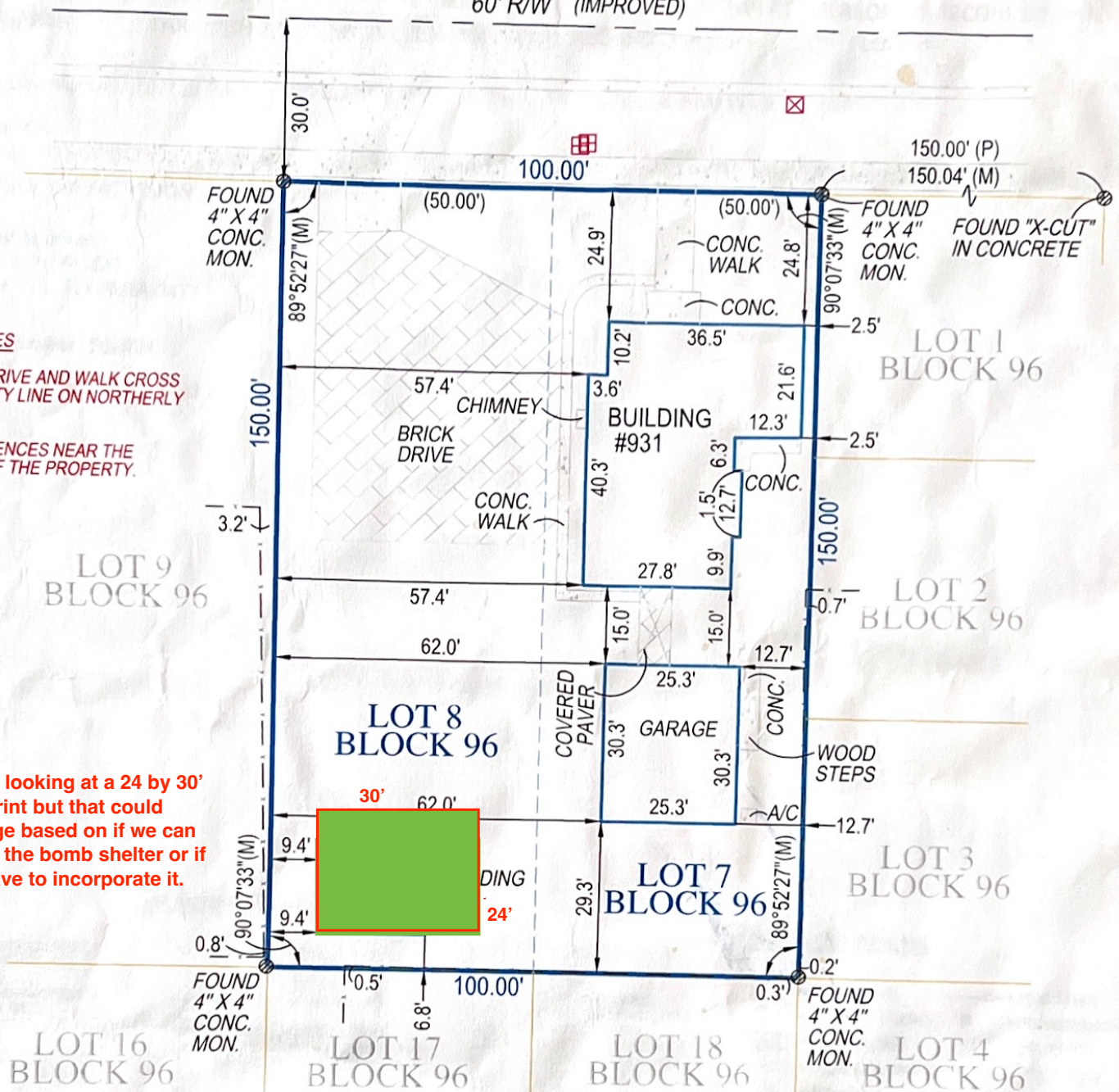
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

60' R/W (IMPROVED)

SCALE
1"=30'

THERE ARE FENCES NEAR THE
BOUNDARY OF THE PROPERTY.

We're looking at a 24 by 30' footprint but that could change based on if we can demo the bomb shelter or if we have to incorporate it.



I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY
IS A TRUE AND CORRECT REPRESENTATION OF A
SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC
SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,
OR A RAISED EMBOSSED SEAL AND SIGNATURE.

Kenneth J
Osborne

Digitally signed by
Kenneth J Osborne
Date: 2021.09.17
12:49:11 -04'00'

TARGET
SURVEYING, LLC

LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407

PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

LEGAL DESCRIPTION AND CERTIFICATION

LOT 7 AND LOT 8, BLOCK 96, CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Community Number: 120133 Panel: 0570 Suffix: E F.I.R.M. Date: Flood Zone: X Field Work: 9/16/2021

Certified To:

DAVID CHARLES SCHUETT AND VALERIE GRACE SCHUETT, HUSBAND AND WIFE; BRET JONES PA; ALLIANT; LAKE MICHIGAN CREDIT UNION

Property Address:

931 W MONTROSE
CLERMONT, FLORIDA 34711

Survey Number: 501324

Client File Number: 2021-063

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL
(C)	CALCULATED	(L)	LENGTH
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE
D.H.	DRILL HOLE	N&D	NAIL & DISK
D/W	DRIVEWAY	N.R.	NOT RADIAL
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES

O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

	= CATCH BASIN		= MISC. FENCE
	= CENTERLINE ROAD		= PROPERTY CORNER
	= COVERED AREA		= UTILITY BOX
	= EXISTING ELEVATION		= UTILITY POLE
	= HYDRANT		= WATER METER
	= MANHOLE		= WELL
	= METAL FENCE		= WOOD FENCE

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS LOCATED.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- FENCE OWNERSHIP NOT DETERMINED.
- ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.G.V.D. 1929
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES.
- IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

Page 391



LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>





A loose concept to show how it will match the main home style and a general look/feel. It will likely be two story in order to keep the footprint smaller. Not exceeding 800sq feet of indoor space with some extra square footage for porch.

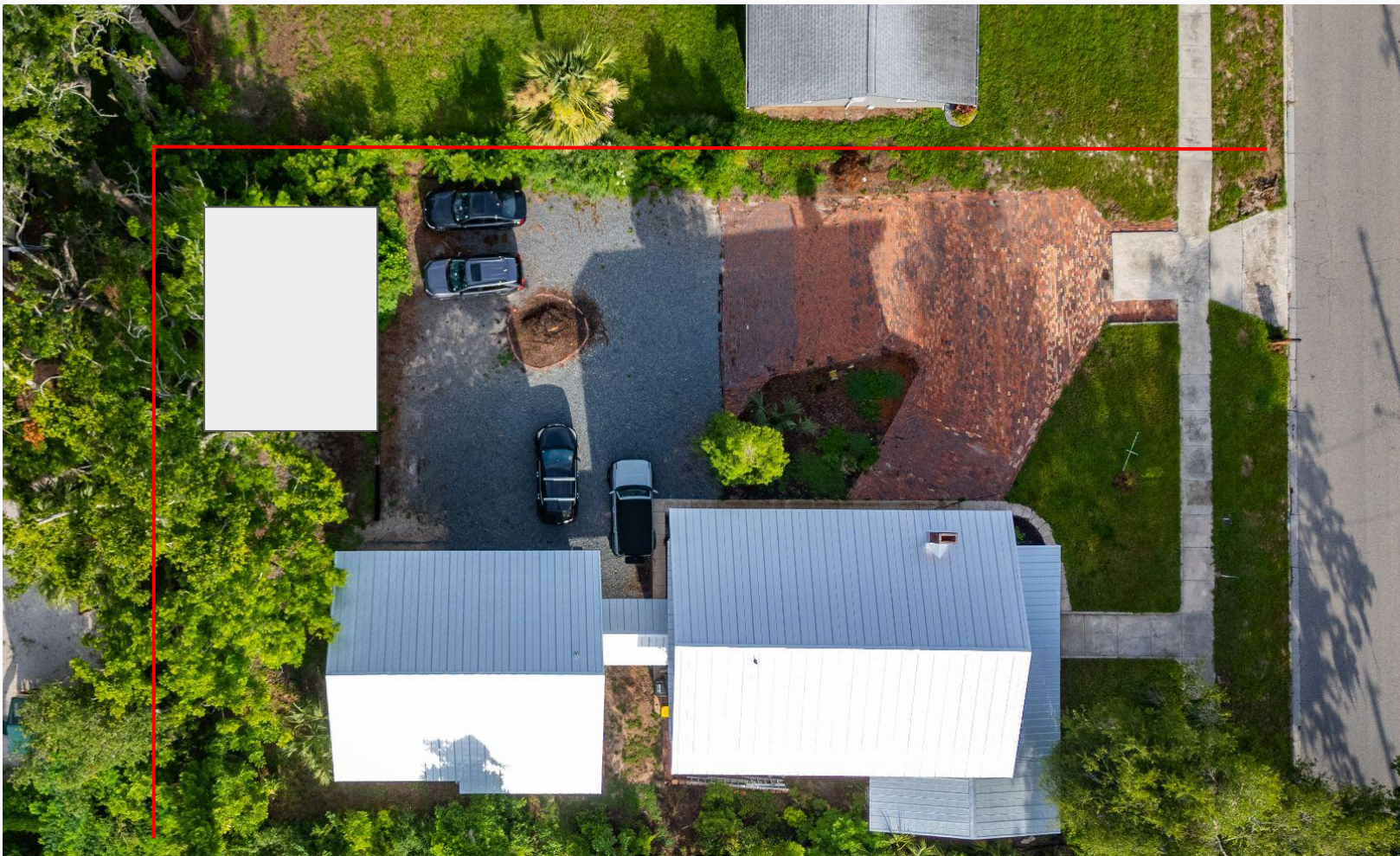


A loose concept to show how it will match the main home style and a general look/feel. It will likely be two story in order to keep the footprint smaller. Not exceeding 800sq feet of indoor space with some extra square footage for porch. There will be no sidewalk out the front though.















Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	06/06/2025
Order Number:	11391722
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	4.1500

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/17/2025 - 06/17/2025	Govt Public Notices
LEE dailycommercial.com	1	06/17/2025 - 06/17/2025	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	\$81.00
Tax Amount	\$0.00
Service Fee 3.99%	\$3.23
Cash/Check/ACH Discount	-\$3.23
Payment Amount by Cash/Check/ACH	\$81.00
Payment Amount by Credit Card	\$84.23

Order Confirmation Amount	\$81.00
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM the Clermont City Council will consider a request for the following variances: (1) to allow a second accessory dwelling unit on a single lot that would exceed that maximum allowed and (2) to allow a rear yard setback to be less than the minimum setback requirements for a detached accessory dwelling unit, Section 125-528, according to the Land Development Code, Section 125-528, at the following location:

LOCATION:

931 West Montrose Street
(Alternate Key #1615305)

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, MMC
City Clerk

Daily Commercial
June 17, 2025
11391722



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Lumberyard/ Row House Paving		
Requested Action		
Staff Report		
This item was added at the request of Council Member Howard. Staff have been requested to provide the status of the Lumberyard/ Row House parking lot. This city-owned lot is scheduled to be a paved public parking lot as part of the Community Benefit agreement for the Lumberyard Planned Unit Development. Within the Community Benefit agreement, the value of paving the lot is \$325,000. If there is a consensus to seek other options for the parking lot, the city would need to work with the applicant to bring back an amendment to the Lumberyard Community Benefit Agreement. 5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at <u>\$325,000</u>.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Submitted 06.04.2025 - Tod Howard	Submitted 06.04.2025 - Tod Howard.pdf	
2. Ordinance No. 2023-026	Ordinance No. 2023-026.pdf	



COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

Requestor Information

Name Tom Howard

Address 1986 Brantley Circle

Preferred Contact ☒ Phone 352 988 4493
☐ Email _____

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

Stop Paving of Row House parking lot

Desired Action

Council vote

All supporting documents must be included with this form when submitted.

Pages submitted 1 on 6/4/25
Number Date



**CITY OF CLERMONT
ORDINANCE NO. 2023-026**

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.

NOW THEREFORE, 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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET;



CITY OF CLERMONT
ORDINANCE NO. 2023-026

THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

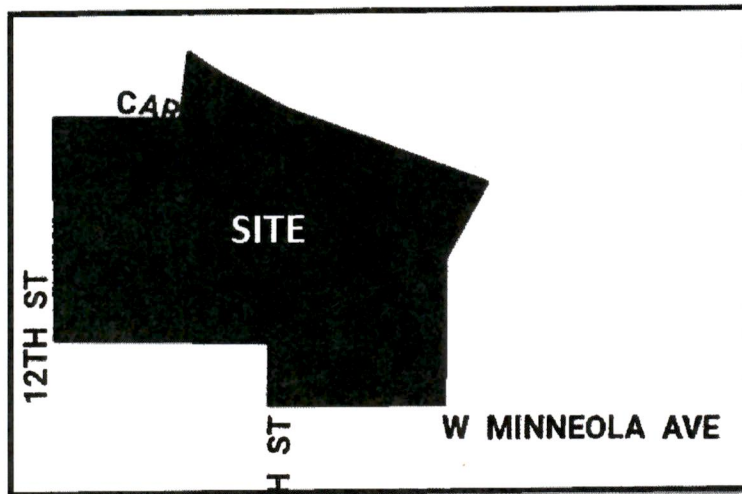
1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)

Approx. 12.3 +/- Acres



CITY OF CLERMONT
ORDINANCE NO. 2023-026



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements 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.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.



**CITY OF CLERMONT
ORDINANCE NO. 2023-026**

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE: MULTIFAMILY 7.14 ACRES ISR CALCULATION MULTIFAMILY: MULTIFAMILY IMPERVIOUS AREA: 5.82 AC MULTIFAMILY PERVIOUS AREA: 1.32 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.82 DENSITY MULTIFAMILY: PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4): 262 UNITS TOTAL UNITS: 262 UNITS TOTAL AREA FOR DENSITY CALCULATIONS: 7.14 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 262 UNITS/7.14 ACRES = 36 UNITS/ACRE	PROJECT SITE: COMMERCIAL 5.16 ACRES ISR CALCULATION COMMERCIAL: COMMERCIAL IMPERVIOUS AREA: 4.31 AC COMMERCIAL PERVIOUS AREA: 0.84 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.84 DENSITY COMMERCIAL: MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7): 130 UNITS TOTAL MULTIFAMILY UNITS: 130 UNITS BUILDING #7 RETAIL SPACE: 11,560 SF BUILDING #8 RETAIL SPACE: 10,150 SF BUILDING #9 RETAIL SPACE: 10,400 SF BUILDING #10 RETAIL SPACE: 21,000 SF TOTAL COMMERCIAL SF: 53,100 SF TOTAL AREA FOR DENSITY CALCULATIONS: 5.16 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 130 UNITS/5.16 ACRES = 25 UNITS/ACRE
MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 1.25 SPACES X 197 UNITS = 247 SPACES (1.5 SPACES/2 BEDROOM UNIT): 1.5 SPACES X 65 UNITS = 98 SPACES TOTAL SPACES REQUIRED: 345 SPACES PROVIDED MULTIFAMILY PARKING STANDARD SPACES (10'X20'): 137 SPACES COMPACT SPACES (9'X18'): 186 SPACES PARALLEL SPACES (10'X23'): 14 SPACES ADA SPACES (12'X20'): 8 SPACES TOTAL SPACES PROPOSED: 345 SPACES	COMMERCIAL PARKING REQUIREMENTS: THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING. RETAIL PARKING REQUIREMENT: 1 SPACE/333 SF PROPOSED 2 STORY RETAIL (10,400 SF) = 31 SPACES PROPOSED 2 STORY RETAIL (21,000 SF) = 63 SPACES PROPOSED 1 STORY RETAIL (10,150 SF) = 30 SPACES COMMERCIAL SPACES REQUIRED: 124 SPACES
BUILDING SETBACKS MULTIFAMILY: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 18 FT SOUTH (BACK): 0 FT/ NA 84 FT EAST (SIDE): 0 FT/ NA 12 FT WEST (SIDE): 0 FT/ NA 18 FT	MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 123 SPACES (1.5 SPACES/2 BEDROOM UNIT): 98 SPACES (1.5 SPACES X 32 UNITS) = 49 SPACES MULTIFAMILY SPACES REQUIRED: 172 SPACES TOTAL SPACES REQUIRED: 296 SPACES
LANDSCAPING/BUFFERS MULTIFAMILY: MIN PROPOSED NORTH (FRONT): 10/15 FT* 10/15 FT EAST (SIDE): 10 FT 10 FT WEST (SIDE): 15 FT 15 FT SOUTH (BACK): 10/15 FT* 10/15 FT *THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE. LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.	PROVIDED COMMERCIAL PARKING STANDARD SPACES (10'X20'): 46 SPACES COMPACT SPACES (9'X18'): 63 SPACES PARALLEL SPACES (10'X23'): 8 SPACES ADA SPACES (12'X20'): 6 SPACES GARAGE SPACES (10'X20'): 180 SPACES TOTAL SPACES PROPOSED: 303 SPACES BUILDING SETBACKS COMMERCIAL: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 23 FT SOUTH (BACK): 0 FT/ NA 14 FT EAST (SIDE): 0 FT/ NA 24 FT WEST (SIDE): 0 FT/ NA 7 FT LANDSCAPING/BUFFERS COMMERCIAL: MIN PROPOSED NORTH (FRONT): 10 FT 10 FT EAST (SIDE): 10 FT 15 FT WEST (SIDE): 10 FT 10 FT SOUTH (BACK): 20 FT 20 FT



CITY OF CLERMONT
ORDINANCE NO. 2023-026

3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont's Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9' x 18') from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a "Case IV Major Side Street Crossing Near Intersection." Coordination and construction of this trail crossing shall be at the Applicant's expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the Central Business District (CBD) Zoning Designation.

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

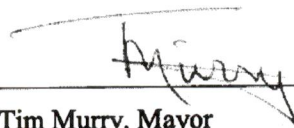


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.

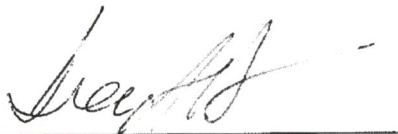


CITY OF CLERMONT



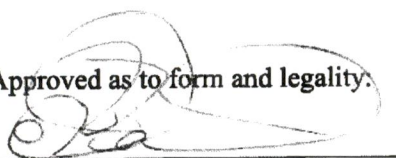
Tim Murry, Mayor

ATTEST:



Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.
4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

City Clerk

Date: 12-12-2023

By: [Signature]

Name: Tim Murry

As its: Mayor

Date: 12-12-2023



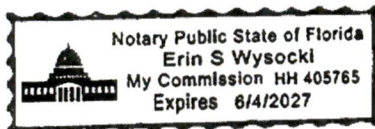
{Signatures Continued on Next Page}

Witnesses:Signed, sealed and delivered
in our presence:WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit CorporationBy: Del WallaceName: David WallaceIts: ManagerDate: 2/22/24WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability CompanyBy: Del WallaceName: David WallaceIts: ManagerDate: 2/22/24

Erin Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



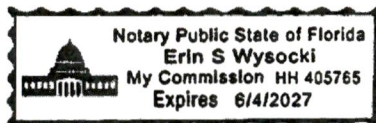
Seal

Signature of Notary Public

Type or Print Name

My Commission Expires: 6/4/2027Commission No. HH 405765STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Signature of Notary Public

Type or Print Name

My Commission Expires: 6/4/2027Commission No. HH 405765

DRAFT -4

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

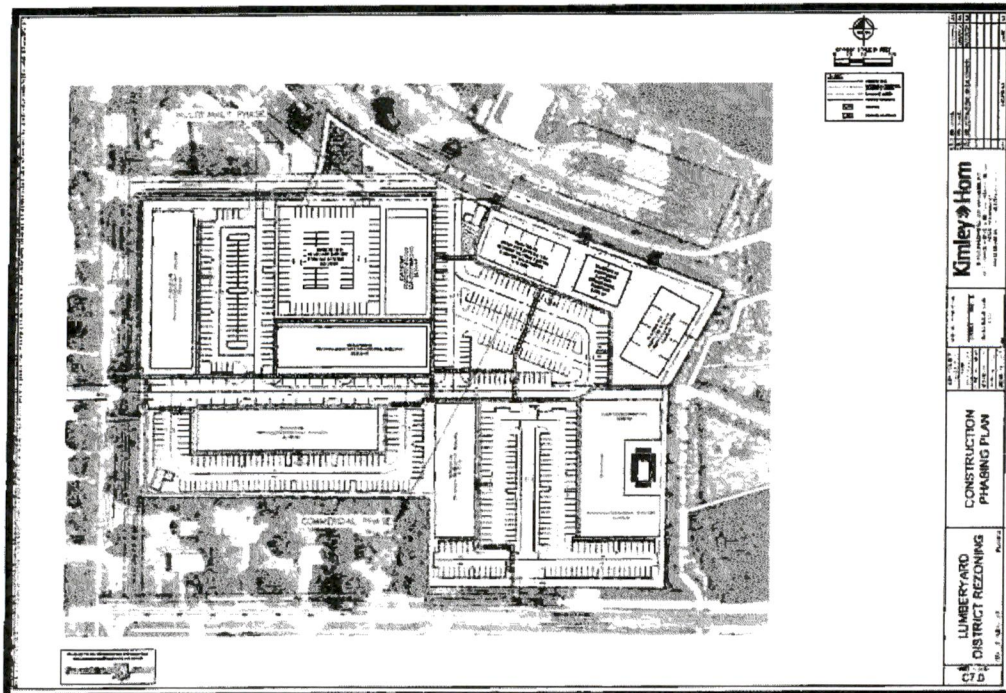
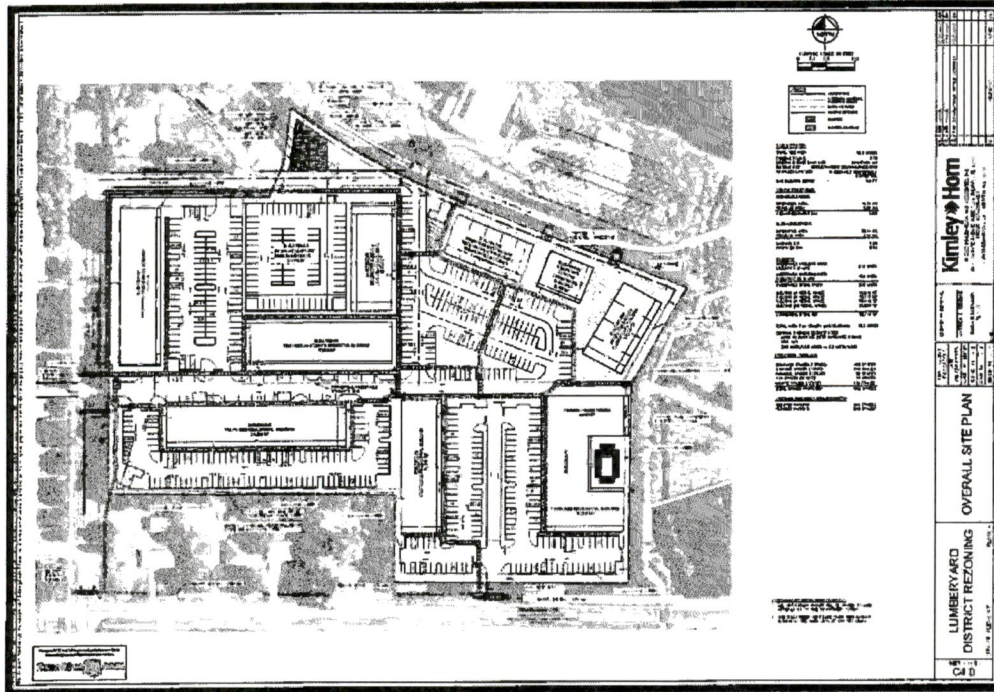
EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

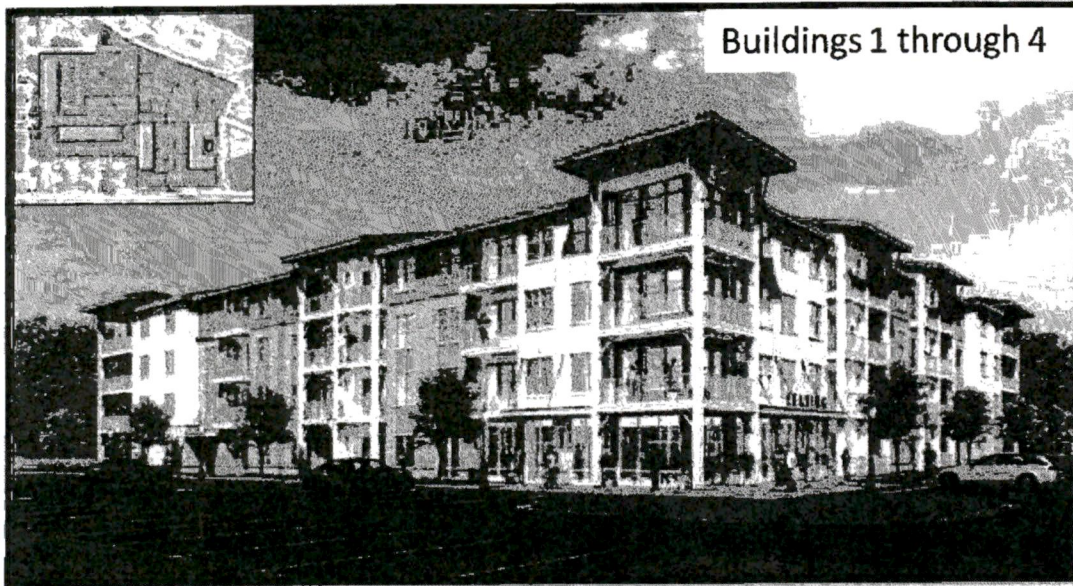
ATTACHMENT B – SITE PLAN/PHASING PLAN





CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION





CITY OF CLERMONT
ORDINANCE NO. 2023-026

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.

NOW THEREFORE, 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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET;



CITY OF CLERMONT
ORDINANCE NO. 2023-026

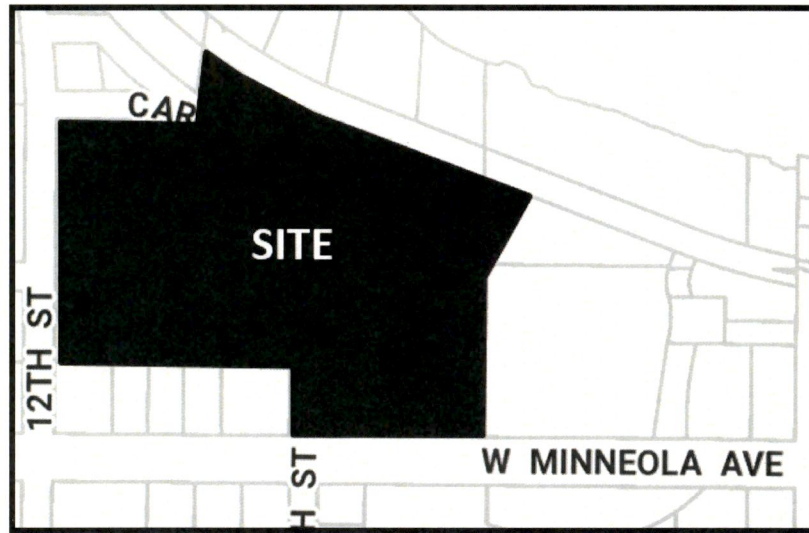
THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)
Approx. 12.3 +/- Acres



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements 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.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE:		
MULTIFAMILY		7.14 ACRES
ISR CALCULATION MULTIFAMILY:		
MULTIFAMILY IMPERVIOUS AREA:		5.82 AC
MULTIFAMILY PERVIOUS AREA:		1.32 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.82
DENSITY MULTIFAMILY:		
PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4):		262 UNITS
TOTAL UNITS:		262 UNITS
TOTAL AREA FOR DENSITY CALCULATIONS:		7.14 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
262 UNITS/7.14 ACRES = 36 UNITS/ACRE		
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 197 UNITS =		247 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 65 UNITS =		98 SPACES
TOTAL SPACES REQUIRED:		345 SPACES
PROVIDED MULTIFAMILY PARKING		
STANDARD SPACES (10'X20'):		137 SPACES
COMPACT SPACES (9'X18'):		186 SPACES
PARALLEL SPACES (10'X23'):		14 SPACES
ADA SPACES (12'X20'):		8 SPACES
TOTAL SPACES PROPOSED:		345 SPACES
BUILDING SETBACKS MULTIFAMILY:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	19 FT
SOUTH (BACK):	0 FT/ NA	84 FT
EAST (SIDE):	0 FT/ NA	12 FT
WEST (SIDE):	0 FT/ NA	18 FT
LANDSCAPING/BUFFERS MULTIFAMILY:		
	MIN	PROPOSED
NORTH (FRONT):	10/15 FT*	10/15 FT
EAST (SIDE):	10 FT	10 FT
WEST (SIDE):	15 FT	15 FT
SOUTH (BACK):	10/15 FT*	10/15 FT
*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.		
LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.		

PROJECT SITE:		
COMMERCIAL		5.16 ACRES
ISR CALCULATION COMMERCIAL:		
COMMERCIAL IMPERVIOUS AREA:		4.31 AC
COMMERCIAL PERVIOUS AREA:		0.84 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.84
DENSITY COMMERCIAL:		
MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7):		130 UNITS
TOTAL MULTIFAMILY UNITS:		130 UNITS
BUILDING #7 RETAIL SPACE:		11,550 SF
BUILDING #8 RETAIL SPACE:		10,150 SF
BUILDING #9 RETAIL SPACE:		10,400 SF
BUILDING #10 RETAIL SPACE:		21,000 SF
TOTAL COMMERCIAL SF:		53,100 SF
TOTAL AREA FOR DENSITY CALCULATIONS:		5.16 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
130 UNITS/5.16 ACRES = 26 UNITS/ACRE		
COMMERCIAL PARKING REQUIREMENTS:		
THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING.		
RETAIL PARKING REQUIREMENT:		1 SPACE/333 SF
PROPOSED 2 STORY RETAIL (10,400 SF) =		31 SPACES
PROPOSED 2 STORY RETAIL (21,000 SF) =		63 SPACES
PROPOSED 1 STORY RETAIL (10,150 SF) =		30 SPACES
COMMERCIAL SPACES REQUIRED:		124 SPACES
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 98 UNITS =		123 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 32 UNITS =		49 SPACES
MULTIFAMILY SPACES REQUIRED:		172 SPACES
TOTAL SPACES REQUIRED:		296 SPACES
PROVIDED COMMERCIAL PARKING		
STANDARD SPACES (10'X20'):		46 SPACES
COMPACT SPACES (9'X18'):		63 SPACES
PARALLEL SPACES (10'X23'):		8 SPACES
ADA SPACES (12'X20'):		6 SPACES
GARAGE SPACES (10'X20'):		180 SPACES
TOTAL SPACES PROPOSED:		303 SPACES
BUILDING SETBACKS COMMERCIAL:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	23 FT
SOUTH (BACK):	0 FT/ NA	14 FT
EAST (SIDE):	0 FT/ NA	24 FT
WEST (SIDE):	0 FT/ NA	7 FT
LANDSCAPING/BUFFERS COMMERCIAL:		
	MIN	PROPOSED
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT



CITY OF CLERMONT
ORDINANCE NO. 2023-026

3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont’s Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9’ x 18’) from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a “Case IV Major Side Street Crossing Near Intersection.” Coordination and construction of this trail crossing shall be at the Applicant’s expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the Central Business District (CBD) Zoning Designation.

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

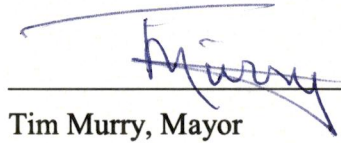


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.



CITY OF CLERMONT

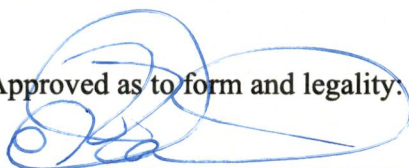


Tim Murry, Mayor

ATTEST:



Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.
4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

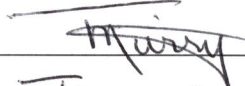
9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

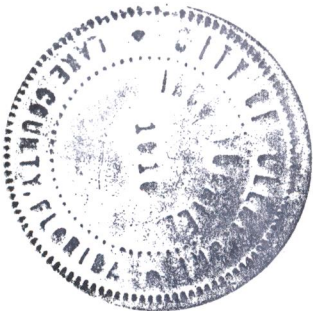
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:


City Clerk
Tracy A. Howe
Date: 12-12-2023

By: 
Name: Tim Murry
As its: Mayor
Date: 12-12-2023



{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

Erin Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit Corporation

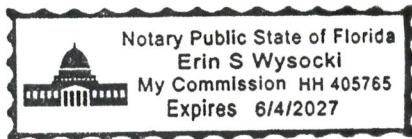
By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.

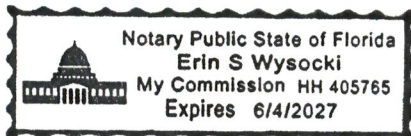


Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
650 W. Montrose Street Property Discussion and Action		
Requested Action		
Staff Report		
This agenda item is to consider options for the city-owned property located at 650 West Montrose Street. This is a .25-acre parcel with a 2,000-square-foot building and 10 parking spaces. The city purchased the parcel in November 2023 with fire impact fees for \$785,557. An additional \$433,700 was put into the building for renovations. A total of \$1,219,291 was spent on the purchase of the property and renovations. City Council authorized the reimbursement of the Fire Impact Fees from General Fund Reserves on May 13th, 2025. For your consideration, there are 3 options for the building: 1) The city retains the building and property for its own use. 2) The city leases the building for private use. 3) The city sells the building and property. Staff will proceed with the direction of the council.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



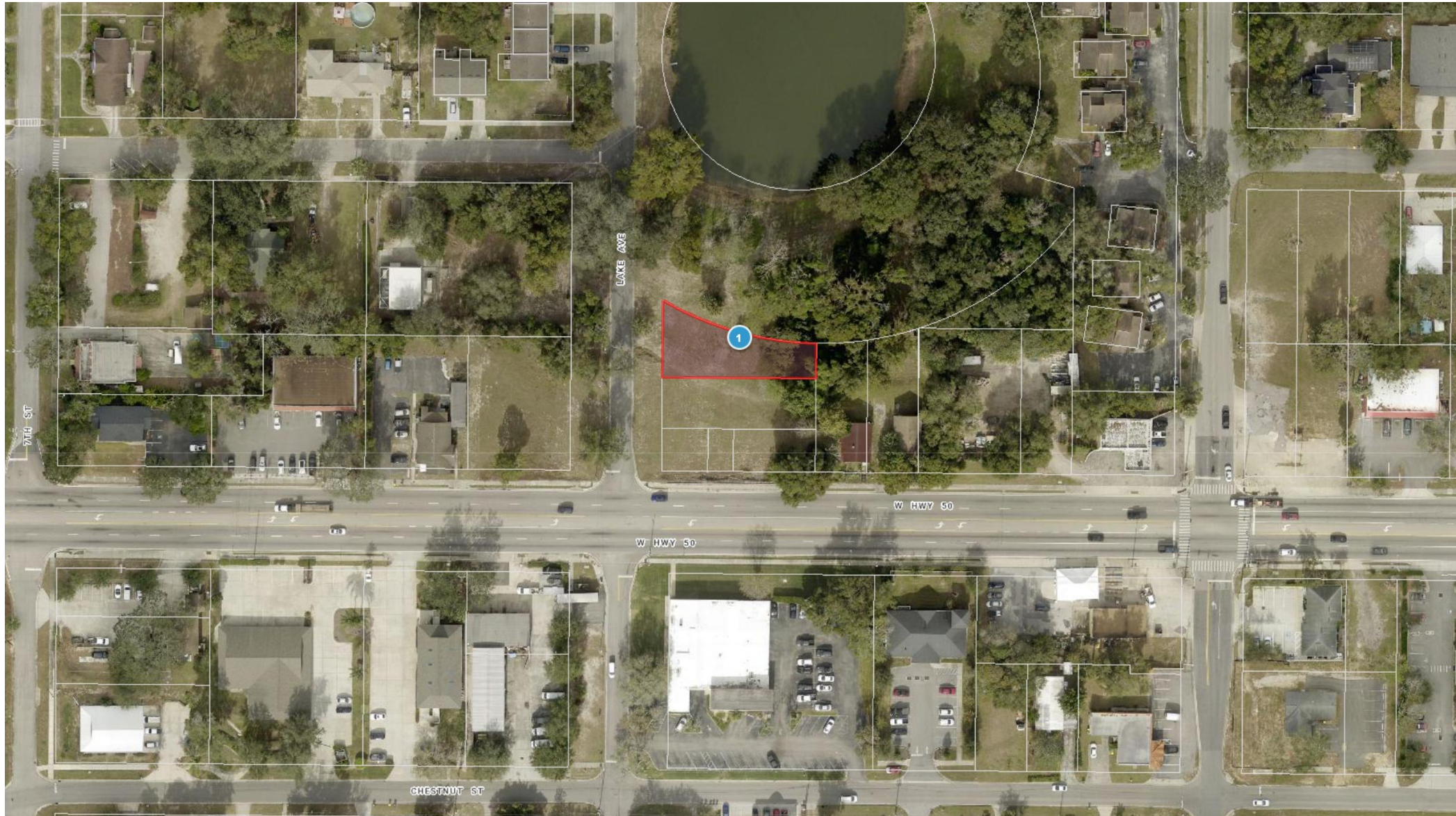
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 24, 2025		
Agenda Item Name		
Lake Dot Property Discussion and Action		
Requested Action		
Staff Report		
The city staff are seeking directions from the council for a small 6,300-square-foot parcel owned by the City of Clermont. The parcel is located near the corner of Highway 50 and Lake Ave. This parcel was acquired by the city in 2012 as a result of a code enforcement case. The parcel is currently vacant, but in 2012, before it was vacant, there was a dilapidated house on the parcel that was deteriorating. Code enforcement cited the property owner at that time, who was not responsive. Lake County then offered the Tax Sale Certificate for sale and the City of Clermont purchased the certificate for \$7,000 in order to demolish the house and clean up the site. A proposed buyer who owns adjacent parcels has provided a recent appraisal of the property. Per the appraisal, the property is valued at \$50,000.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.pdf	
2. 1029 Lake Ave Appraisal	1029 Lake Ave Appraisal.pdf	

Location Map



APPRAISAL OF REAL PROPERTY

LOCATED AT

1029 Lake Ave
Clermont, FL 34711
Clermont Lot 1 Blk 60 Pb 8 Pg 17 Orb 4150 Pg 1743

FOR

Rick Richardson

OPINION OF VALUE

50,000

AS OF

11/20/2024

BY

Joseph Saunders
Saunders Appraisals
721 West Ave
Clermont, FL 34711
(352) 552-4808
SaundersAppraisals@gmail.com

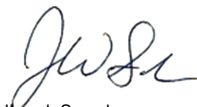
LAND APPRAISAL SUMMARY REPORT

File No.: S241031

Property Address: 1029 Lake Ave		City: Clermont		State: FL		Zip Code: 34711																																																																																																	
County: Lake		Legal Description: Clermont Lot 1 Blk 60 Pb 8 Pg 17 Orb 4150 Pg 1743																																																																																																					
SUBJECT	Assessor's Parcel #: 24-22-25-0100-060-00100		Tax Year: 2023		R.E. Taxes: \$ 0		Special Assessments: \$ 0																																																																																																
	Market Area Name: Clermont		Map Reference: 36740		Census Tract: 0313.12																																																																																																		
	Current Owner of Record: City of Clermont		Borrower (if applicable):																																																																																																				
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Residential/Commercial		HOA: \$ 0		☐ per year ☐ per month																																																																																																		
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy:		☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																																		
If Yes, give a brief description:																																																																																																							
ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																						
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																						
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																						
	Intended Use: The intended use of this report is to aid Rick Richardson in asset evaluation for internal decision making purposes.																																																																																																						
	Intended User(s) (by name or type): Rick Richardson																																																																																																						
MARKET AREA DESCRIPTION	Client: Rick Richardson		Address:																																																																																																				
	Appraiser: Joseph Saunders		Address: 721 West Ave, Clermont, FL 34711																																																																																																				
	Characteristics Location: ☐ Urban ☒ Suburban ☐ Rural Built up: ☐ Over 75% ☒ 25-75% ☐ Under 25% Growth rate: ☐ Rapid ☒ Stable ☐ Slow Property values: ☐ Increasing ☒ Stable ☐ Declining Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply Marketing time: ☒ Under 3 Mos. ☐ 3-6 Mos. ☐ Over 6 Mos.		Predominant Occupancy ☒ Owner 95 ☐ Tenant 5 ☒ Vacant (0-5%) ☐ Vacant (>5%)		One-Unit Housing <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE \$(000)</th> <th>AGE (yrs)</th> </tr> <tr> <td>110 Low</td> <td>0</td> </tr> <tr> <td>1,100 High</td> <td>104</td> </tr> <tr> <td>345 Pred</td> <td>50</td> </tr> </table>		PRICE \$(000)	AGE (yrs)	110 Low	0	1,100 High	104	345 Pred	50	Present Land Use <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>One-Unit</td> <td>55 %</td> </tr> <tr> <td>2-4 Unit</td> <td>5 %</td> </tr> <tr> <td>Multi-Unit</td> <td>5 %</td> </tr> <tr> <td>Comm'l</td> <td>10 %</td> </tr> <tr> <td>Vacant Land</td> <td>25 %</td> </tr> <tr> <td colspan="2" style="text-align: center;">%</td> </tr> </table>		One-Unit	55 %	2-4 Unit	5 %	Multi-Unit	5 %	Comm'l	10 %	Vacant Land	25 %	%		Change in Land Use ☒ Not Likely ☐ Likely * ☐ In Process * * To:																																																																										
	PRICE \$(000)	AGE (yrs)																																																																																																					
	110 Low	0																																																																																																					
	1,100 High	104																																																																																																					
	345 Pred	50																																																																																																					
	One-Unit	55 %																																																																																																					
	2-4 Unit	5 %																																																																																																					
	Multi-Unit	5 %																																																																																																					
Comm'l	10 %																																																																																																						
Vacant Land	25 %																																																																																																						
%																																																																																																							
Factors Affecting Marketability <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>Employment Stability</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Adequacy of Utilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Property Compatibility</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Protection from Detrimental Conditions</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Police and Fire Protection</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>General Appearance of Properties</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Appeal to Market</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>								Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐	Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐	Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐	Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐	Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐												
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																																												
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐																																																																																												
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐																																																																																												
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐																																																																																												
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐																																																																																												
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐																																																																																												
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐																																																																																												
Market Area Comments: The subject is located in an established community consisting of average to good quality conventional homes. Local support facilities, employment centers & schools are easily accessible from this location. The subject is compatible with the neighborhood. Note: "Other" Present Land Use is vacant land (25%). Public records and local MLS data indicate stable property values for the subject market area. Marketing times for similar properties are currently less than 3 months if reasonably priced and aggressively marketed. Market boundaries were Grand Hwy to the north, US Hwy 27 to the east, Brogden Dr to the south, Palatka River to the west.																																																																																																							
SITE DESCRIPTION	Dimensions:		Site Area: 7,100 Sq.Ft.																																																																																																				
	Zoning Classification: C-1		Description: Light Commercial District																																																																																																				
	Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements																																																																																																						
	Uses allowed under current zoning: Construction of Commercial Building																																																																																																						
	Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☒ No Ground Rent (if applicable) \$ /																																																																																																						
Comments: Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Construction of Commercial Building Actual Use as of Effective Date: Vacant Land Use as appraised in this report: Vacant Land Summary of Highest & Best Use: The construction of a commercial building appears to be unavailable as the property does not meet the minimum acreage to dwelling criteria. Assemblage to an existing property would be the highest and best use.																																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>75 ft</th> </tr> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td rowspan="5">None</td> <td>Street</td> <td>Asphalt</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>Sloped</td> </tr> <tr> <td>Gas</td> <td>☐</td> <td>☐</td> <td>Width</td> <td></td> <td></td> <td></td> <td>Size</td> <td>6,300 sf</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Shape</td> <td>Triangular</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>Curb/Gutter</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>Drainage</td> <td>Appears Adequate</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>Sidewalk</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>View</td> <td>Wooded</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td></td> <td>Street Lights</td> <td>Adequate</td> <td>☒</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td>☒</td> <td>☐</td> <td></td> <td>Alley</td> <td>None</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td colspan="10"> Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) </td> </tr> <tr> <td colspan="10"> FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12069C0570E FEMA Map Date 12/18/2012 </td></tr></table>								Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	75 ft	Electricity	☒	☐	None	Street	Asphalt	☒	☐	Topography	Sloped	Gas	☐	☐	Width				Size	6,300 sf	Water	☒	☐	Surface	Asphalt			Shape	Triangular	Sanitary Sewer	☒	☐	Curb/Gutter	Concrete	☒	☐	Drainage	Appears Adequate	Storm Sewer	☒	☐	Sidewalk	Concrete	☒	☐	View	Wooded	Telephone	☒	☐		Street Lights	Adequate	☒	☐			Multimedia	☒	☐		Alley	None	☐	☐			Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)										FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12069C0570E FEMA Map Date 12/18/2012									
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	75 ft																																																																																														
Electricity	☒	☐	None	Street	Asphalt	☒	☐	Topography	Sloped																																																																																														
Gas	☐	☐		Width				Size	6,300 sf																																																																																														
Water	☒	☐		Surface	Asphalt			Shape	Triangular																																																																																														
Sanitary Sewer	☒	☐		Curb/Gutter	Concrete	☒	☐	Drainage	Appears Adequate																																																																																														
Storm Sewer	☒	☐		Sidewalk	Concrete	☒	☐	View	Wooded																																																																																														
Telephone	☒	☐		Street Lights	Adequate	☒	☐																																																																																																
Multimedia	☒	☐		Alley	None	☐	☐																																																																																																
Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)																																																																																																							
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12069C0570E FEMA Map Date 12/18/2012																																																																																																							

LAND APPRAISAL SUMMARY REPORT

File No.: S241031

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Data Source(s): Lake County Property Appraiser/StellarMLS									
	1st Prior Subject Sale/Transfer Date: _____ Price: _____ Source(s): _____		Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject had no prior sale/transfers within the past 3 years.							
	2nd Prior Subject Sale/Transfer Date: _____ Price: _____ Source(s): _____									
SALES COMPARISON APPROACH	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address 1029 Lake Ave Clermont, FL 34711		Chestnut St Clermont, FL 34711		State Road 50 Groveland, FL 34736		Bloxam Ave Clermont, FL 34711			
	Proximity to Subject		0.20 miles SW		5.10 miles W		1.17 miles E			
	Sale Price		\$ 40,000		\$ 50,000		\$ 38,000			
	Price/ Sq.Ft.		\$ 7.27		\$ 9.31		\$ 4.18			
	Data Source(s)		Inspection		StellarMLS#O6162058		Public Records		StellarMLS#G5060389	
	Verification Source(s)		Lake Co PA		Lake Co PA 6260-2085		Lake Co PA 6231-320		Lake Co PA 6049-572	
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Sales or Financing		Cash		Unknown		Cash			
	Concessions		0		Unknown		0			
	Date of Sale/Time		12/05/2023		10/20/2023		10/05/2022			
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple			
	Location		Clermont		Groveland		Clermont			
	Site Area (in Sq.Ft.)		7,100		5,370		9,100			
	Zoning		C-1		Town Center		R-3			
Frontage		Residential		Highway		Residential				
Net Adjustment (Total, in \$)		☐ + ☒ - \$ -2,000		☐ + ☒ - \$ -7,500		☒ + ☐ - \$ 1,900				
Net Adjustment (Total, in % of S.P.)		Net 5.0 % (-5 % of S.P.)		Net 15.0 % (-15 % of S.P.)		Net 5.0 % (5 % of S.P.)				
Adjusted Sale Price (in \$)		Gross 5.0 % \$ 38,000		Gross 15.0 % \$ 42,500		Gross 5.0 % \$ 39,900				
Summary of Sales Comparison Approach All 3 comparables are located within the subject's market area and considered like-kind properties. Not all adjustments in the Sales Comparison Approach can be extracted or supported by the available market data with a high degree of accuracy. Some adjustments have an element of subjectivity and professional judgment which the appraiser has applied based on prior observations of the reactions of typical/knowledgeable buyers; and sellers' in the marketplace.										
The sales used are considered the best available, most similar to the subject. Comparable #1 is a closely located slightly smaller commercial zoned property. Comparable 2 is similarly zoned property with direct frontage on Highway 50. Comparable #3 is a larger parcel with R-3 for residential/professional.										
PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.										
Legal Name of Project: _____										
Describe common elements and recreational facilities: _____										
Indicated Value by: Sales Comparison Approach \$ 40,000										
Final Reconciliation Comparable #1 is a closely located slightly smaller commercial zoned property. Comparables 2 and 3 are residentially zoned lots that were bracketed for their sizes. No indication for adjustments for zoning.										
This appraisal is made ☒ "as is", or ☐ subject to the following conditions: See attached addenda.										
☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.										
Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 50,000, as of: 11/20/2024, which is the effective date of this appraisal.										
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.										
A true and complete copy of this report contains 12 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:										
☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales ☐ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐										
Client Contact: _____ Client Name: Rick Richardson E-Mail: _____ Address: _____										
APPRAISER  Appraiser Name: Joseph Saunders Company: Saunders Appraisals Phone: (352) 552-4808 Fax: _____ E-Mail: SaundersAppraisals@gmail.com Date of Report (Signature): 11/25/2024 License or Certification #: Cert Gen RZ3554 State: FL Designation: _____ Expiration Date of License or Certification: 11/30/2024 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Date of Inspection: 11/20/2024					SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect Date of Inspection: _____					

Assumptions, Limiting Conditions & Scope of Work

File No.: S241031

Property Address:	1029 Lake Ave	City:	Clermont	State:	FL	Zip Code:	34711
Client:	Rick Richardson	Address:					
Appraiser:	Joseph Saunders	Address:	721 West Ave, Clermont, FL 34711				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties

assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

File No.: S241031

Property Address:	1029 Lake Ave	City:	Clermont	State:	FL	Zip Code:	34711
Client:	Rick Richardson	Address:					
Appraiser:	Joseph Saunders	Address:	721 West Ave, Clermont, FL 34711				

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by

the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and

Client Contact:	Client Name:
E-Mail:	Address:

APPRAISER

Appraiser Name: Joseph Saunders
Company: Saunders Appraisals
Phone: (352) 552-4808 Fax: _____
E-Mail: SaundersAppraisals@gmail.com

Date Report Signed: 11/25/2024

License or Certification #: Cert Gen RZ3554 State: FL

Designation:

Expiration Date of License or Certification: 11/30/2024

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 11/20/2024

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or
Co-Appraiser Name:

Company:

Phone:

Fax:

E-Mail:

Date Report Signed:

License or Certification #:

State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection:

SIGNATURES

Supplemental Addendum

File No. S241031

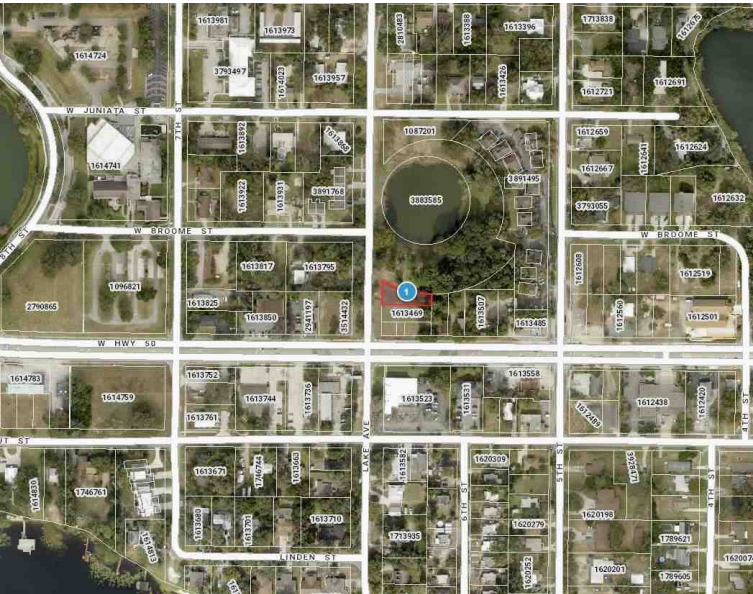
Borrower					
Property Address	1029 Lake Ave				
City	Clermont	County	Lake	State	FL Zip Code 34711
Lender/Client	Rick Richardson				

• **GP Land: Reconciliation - Conditions of Appraisal**

The subject was appraised as vacant land. Flood information was provided by Lake County Property Appraiser/FEMA and indicates the land is not in flood plains A or AE. The property is assumed able to be improved with a single family residence. There were no current improvements to the land. The parcel being appraised is the portion of land on the west side of State Road 33 as indicated in the attached addendum from Lake County Office of Planning & Zoning.

Subject Photo Page

Borrower						
Property Address	1029 Lake Ave					
City	Clermont	County	Lake	State	FL	Zip Code 34711
Lender/Client	Rick Richardson					



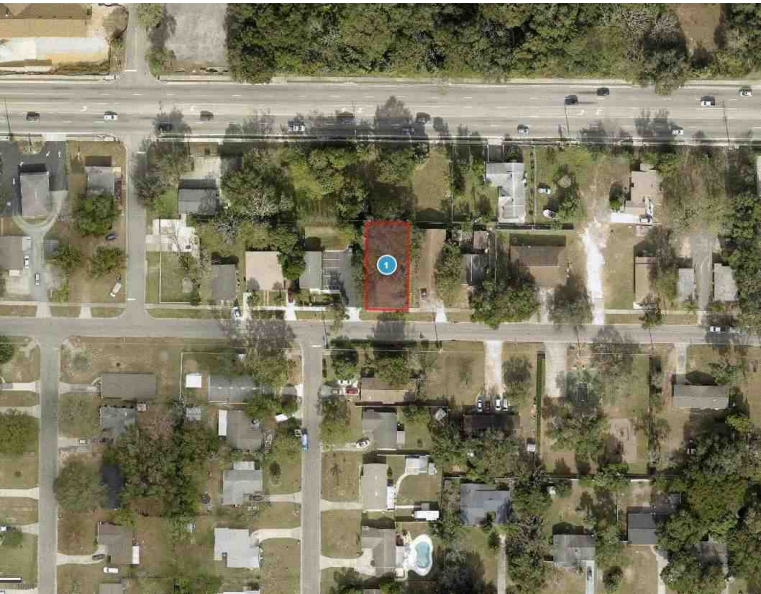
Subject Front
1029 Lake Ave

Subject Rear

Subject Street

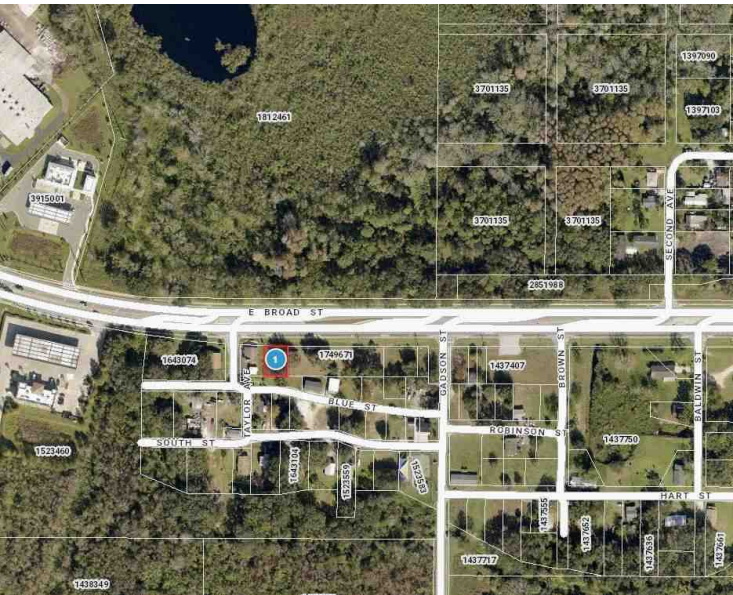
Comparable Photo Page

Borrower						
Property Address	1029 Lake Ave					
City	Clermont	County	Lake	State	FL	Zip Code 34711
Lender/Client	Rick Richardson					



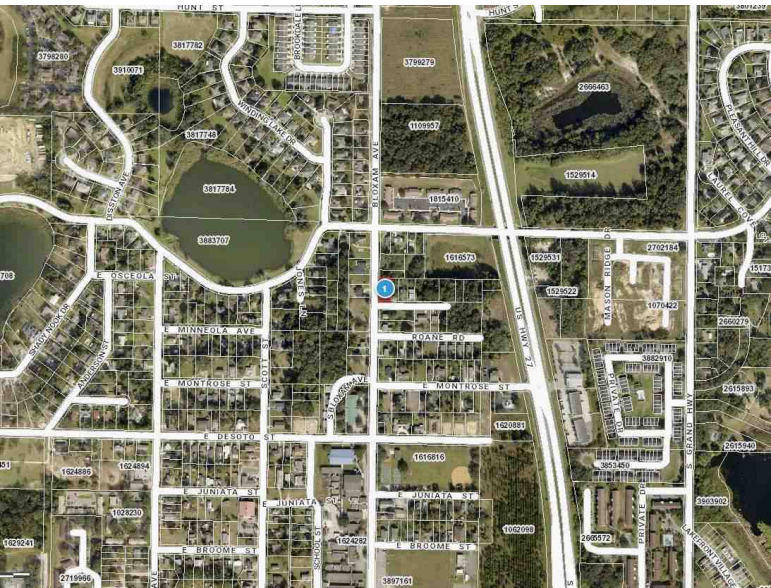
Comparable 1

Chestnut St



Comparable 2

State Road 50

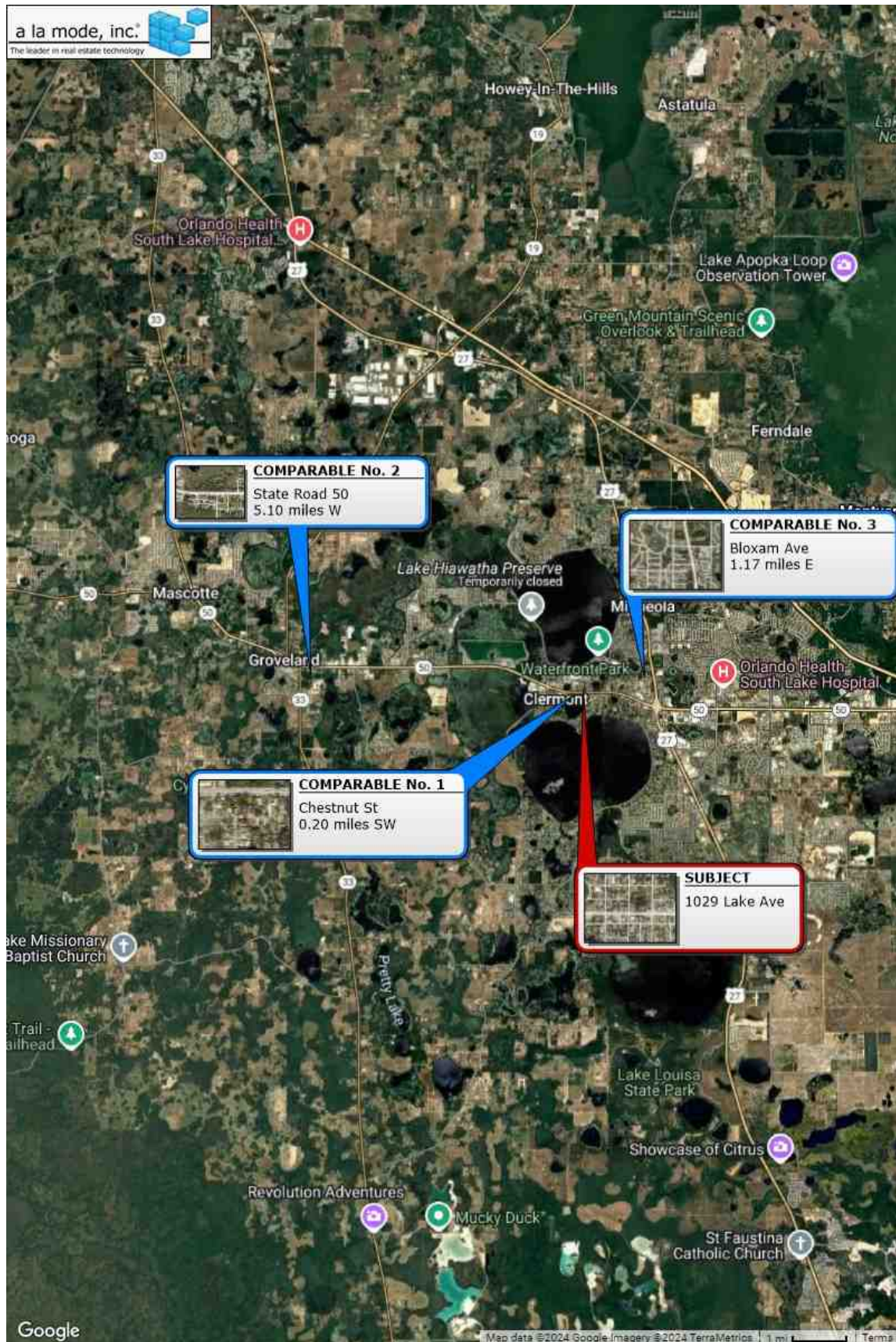


Comparable 3

Bloxam Ave

Location Map

Borrower					
Property Address	1029 Lake Ave				
City	Clermont	County	Lake	State	FL
Lender/Client	Rick Richardson		Zip Code	34711	



LAKE COUNTY PROPERTY VIEWER

INTERACTIVE MAP All 1613451 Search Zoom In Full Extents Identity Select Measure Buffer Sales Clear Print Share About Help

☒ Always display results after performing a search, buffer or selection

☒ DOWNLOAD RESULTS TO CSV/EXCEL

1 1613451
 1029 LAKE AVE
 Owner: CITY OF CLERMONT
 Owner Address: PO BOX 120219,
 CLERMONT, FL 34712-0219
[More Info](#) [Zoom In](#)
[Property Appraiser](#) [Tax Collector](#) [Building Permits](#) [Public Services](#) [Google Maps](#)
[Street View](#) [EagleView](#) [Bing Bird's Eye](#)
[FEMA Flood Map](#)

Subject
 1029 Lake Ave

1613451

1613480

1613477

1613478

1606701

1613452

1613453

1613454

1613455

1613456

1613457

1613458

1613459

1613460

1613461

1613462

1613463

1613464

1613465

1613466

1613467

1613468

1613469

1613470

1613471

1613472

1613473

1613474

1613475

1613476

1613477

1613478

1613479

1613480

1613481

1613482

1613483

1613484

1613485

1613486

1613487

1613488

1613489

1613490

1613491

1613492

1613493

1613494

1613495

1613496

1613497

1613498

1613499

1613500

1613501

1613502

1613503

1613504

1613505

1613506

1613507

1613508

1613509

1613510

1613511

1613512

1613513

1613514

1613515

1613516

1613517

1613518

1613519

1613520

1613521

1613522

1613523

1613524

1613525

1613526

1613527

1613528

1613529

1613530

1613531

1613532

1613533

1613534

1613535

1613536

1613537

1613538

1613539

1613540

1613541

1613542

1613543

1613544

1613545

1613546

1613547

1613548

1613549

1613550

1613551

1613552

1613553

1613554

1613555

1613556

1613557

1613558

1613559

1613560

1613561

1613562

1613563

1613564

1613565

1613566

1613567

1613568

1613569

1613570

1613571

1613572

1613573

1613574

1613575

1613576

1613577

1613578

1613579

1613580

1613581

1613582

1613583

1613584

1613585

1613586

1613587

1613588

1613589

1613590

1613591

1613592

1613593

1613594

1613595

1613596

1613597

1613598

1613599

1613600

1613601

1613602

1613603

1613604

1613605

1613606

1613607

1613608

1613609

1613610

1613611

1613612

1613613

1613614

1613615

1613616

1613617

1613618

1613619

1613620

1613621

1613622

1613623

1613624

1613625

1613626

1613627

1613628

1613629

1613630

1613631

1613632

1613633

1613634

1613635

1613636

1613637

1613638

1613639

1613640

1613641

1613642

1613643

1613644

1613645

1613646

1613647

1613648

1613649

1613650

1613651

1613652

1613653

1613654

1613655

1613656

1613657

1613658

1613659

1613660

1613661

1613662

1613663

1613664

1613665

1613666

1613667

1613668

1613669

1613670

1613671

1613672

1613673

1613674

1613675

1613676

1613677

1613678

1613679

1613680

1613681

1613682

1613683

1613684

1613685

1613686

1613687

1613688

1613689

1613690

1613691

1613692

1613693

1613694

1613695

1613696

1613697

1613698

1613699

1613700

1613701

1613702

1613703

1613704

1613705

1613706

1613707

1613708

1613709

1613710

1613711

1613712

1613713

1613714

1613715

1613716

1613717

1613718

1613719

1613720

1613721

1613722

1613723

1613724

1613725

1613726

1613727

1613728

1613729

1613730

Extended Aerial



Appraiser License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SAUNDERS, JOSEPH W

721 WEST AVENUE
CLERMONT FL 34711

LICENSE NUMBER: RZ3554

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.