CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, April 14, 2026

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Water Conservation Month

PRESENTATIONS

Honor the Fallen 5K Check Presentation

Annual Drop Savers Poster Contest Award

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 March 17, 2026 Council workshop and the March 24, 2026 Council Meeting minutes.
Item No. 2 - Sole Source Purchase *PADtrax*	Consider approval of a single/sole source purchase from PADtrax for the acquisition of an evidence and accountability system to track and monitor evidence items through RFID detection devices in the total budgeted amount of $54,519.
Item No. 3 - Request For Qualification Award *Grant Writing and Administration Services*	Consider awarding Term Contracts to the top five firms for Grant Writing and Administration Services.
Item No. 4 - Request For Qualification Award *Building Inspector Services*	Consider awarding Term Contracts to the three firms for Building Inspector Services.
Item No. 5 - Request For Qualification Award *Geotechnical Services*	Consider awarding Term Contracts to the top three firms for Geotechnical Services.

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Item No. 6 - Bid Award *Bleach Tanks*	Consider approval of bid award to KC Petroleum LLC for the replacement of two 6,000-gallon bleach tanks in the budgeted amount of $93,977.
Item No. 7 - Bid Award *Replace Fire Alarm System at City Hall*	Consider approval of bid award to Frontline Integration Systems, LLC to replace the existing proprietary Simplex fire alarm system with a fully addressable, non-proprietary fire alarm system in the budgeted amount of $71,010.
Item No. 8 - Piggyback Term Contract *Reservoir Environmental Cleaning Services*	Consider approval to piggyback the City of Orlando Term Contract No. IFB23-0211 with US Submergent Technologies, LLC to provide vacuum cleaning services for aeration basins, including the removal and disposal of sludge, sediment, grit, and debris to support wastewater treatment operations.
Item No. 9 - Piggyback Term Contract *Fleet Management Software*	Consider approval to piggyback the Sourcewell Term Contract No. 121923-SHI with SHI International Corp. to obtain fleet management software.
Item No. 10 - Piggyback Term Contract *SCADA Instrumentation and Controls*	Consider approval to piggyback the Gainesville Regional Utilities Term Contract No. RFSQ-2024-104 with Revere Control Systems, LLC. to provide SCADA-related services.
Item No. 11 - Piggyback Purchase *Sanitation Trucks*	Consider approval to purchase under the Orlando Freightliner Contract No. FSA25-VEH23.0 with the Florida Sheriffs Association for 3 Freightliner M2 106 Grapple Loader Trucks in the total budgeted amount of $677,666.
Item No. 12 - Fire Department Battalion Chief Position and Funding Transfer Approval	Consider approval of three (3) Battalion Chief positions and funding transfer from EMS Transport Division (10525) to Fire Division (10522).

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UNFINISHED BUSINESS

Item No. 13 - Ordinance No. 2026-011 *Final Amend Community Development District*	Consider an amendment to the Wellness Ridge CDD to include the Sanctuary at Wellness Ridge development.

NEW BUSINESS

Item No. 14 - Ordinance No. 2026-015 *Intro Kohl's Annexation*	Consider a request for Annexation of an improved parcel located 12305 US Highway 27.
Item No. 15 - Ordinance No. 2026-016 *Intro Kohl's SSCPA*	Consider a Small-Scale Comprehensive Plan Amendment request of an improved parcel located at 12305 US Highway 27.
Item No. 16 - Ordinance No. 2026-017 *Intro Kohl's Rezoning*	Consider a request to rezone an improved parcel located 12305 US Highway 27.
Item No. 17 - Ordinance No. 2026-018 *Intro* Sanitation Impact Fees	Consider establishing a sanitation enterprise fund impact fee for new development.

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.

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

PROCLAMATION

Whereas, water is a basic and essential need of every living creature; and

Whereas, the State of Florida, Water Management Districts and the City of Clermont are working together to increase awareness about the importance of water conservation; and

Whereas, the City of Clermont and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

Whereas, the City of Clermont has always encouraged and supported water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference when it comes to conserving water; and

Whereas, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of April, Two Thousand and Twenty-Six as:

Water Conservation Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 14th Day of April in the year Two Thousand and Twenty-Six.

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
March 17, 2026

CALL TO ORDER

The City Council met in a workshop session on Tuesday, March 17, 2026, in the Clermont City Center. Mayor Murry called the workshop to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

Other City officials present were City Manager Van Wagner, Deputy City Manager Matthys, City Attorney Waugh and City Clerk Howe.

City Manager Van Wagner gave the invocation.

AGENDA ITEMS

Item No. 1 – City Manager Review Criteria

Deputy City Manager Matthys stated that an email was recently distributed to all Council Members containing sample evaluation criteria used by other jurisdictions for City Manager performance reviews. The purpose of providing those examples was to assist the Council in developing clear and consistent evaluation standards and expectations. He explained that establishing defined criteria will help ensure alignment between the Council and the City Manager regarding performance goals and priorities. Deputy City Manager Matthys turned the matter over to Council for discussion and direction on the next steps to proceed.

Mayor Murry stated that Council has historically not conducted formal City Manager evaluations and noted past challenges in reaching consensus on evaluation criteria despite prior efforts. He stressed the importance of having clear standards in place, noted that other cities struggle with this too, and stated his preference for evaluations to be done privately rather than in public, though public input could still be considered.

Council Member Bain asked if reviewing the City Manager requires a public meeting under Florida's Sunshine Law, and City Attorney Waugh confirmed that formal reviews must occur in a City Council meeting or workshop, though individual feedback can be given privately, and noted that cities use various methods like collecting forms or consultant summaries to facilitate the process.

Council Member Bain stated that since there has been no formal goal setting for the City Manager, there is no clear path to the way they should prioritize beyond day-to-day duties. He suggested establishing annual strategic priorities or goals, conducting a yearly review of progress, and providing consolidated feedback from Council. Council Member Bain emphasized focusing on objectives rather than personalities, allowing adjustments based on circumstances, and creating a recurring cycle for goal setting and evaluation to guide City Manager performance and support the community's long-term vision.

Council Member Strange agreed on the importance of goal setting and praised the idea of reviewing standards while keeping feedback constructive.

She highlighted transparency to avoid the appearance of secrecy, suggested a twice-yearly review cycle to balance accountability and politics, and supported establishing clear standards to guide the City Manager and hold the Council collectively accountable.

Council Member Petersen noted that the City Manager is already under constant informal evaluation by the Council. The value of a formal review depends on the framing and weighting of the questions and the design of them. He cautioned that poorly designed evaluations could be meaningless and emphasized the need for a thoughtful, well-structured process to ensure the review has real significance.

Council discussed using the evaluation process to strengthen the City Manager's effectiveness in executing the Council's vision, improve communication between individual Council Members and the City Manager, and establish clear, measurable criteria, such as financial audits, crime statistics, departmental goals, and state-of-the-city presentations, that can be tracked objectively. They also supported a twice-yearly review cycle to monitor progress, link staffing and budgeting decisions to strategic priorities, and provide transparency and accountability to the public.

Council Member Myers agreed on the need for clear standards so the City Manager knows what is expected, acknowledged the challenge of conducting evaluations publicly, expressed uncertainty about the frequency of reviews, and suggested using examples from other cities' evaluation processes as a starting point that could be adapted.

Mayor Murry proposed a six-month check-in using standardized criteria, developed by a neutral party, focusing on measurable areas like finance, budgeting, audits, and public relations.

City Attorney Waugh summarized that, per Section 32 of the City Charter, the city manager serves as CEO and head of administration, responsible for appointing and removing employees, preparing and administering the budget, reporting on city finances and activities, advising the council on financial needs, attending council meetings, performing duties required by charter or ordinance, overseeing purchasing, setting salaries per council-approved schedules, and managing all city-owned utilities, public works, facilities, and improvements.

Mayor Murry and Council Member Strange both suggested using the City Charter as the foundation for evaluating the City Manager. Mayor Murry suggested grouping charter responsibilities into key areas such as finance, human resources, and public relations, highlighting the importance of public engagement while acknowledging differing Council priorities. Council Member Strange recommended establishing a small set of clear, measurable criteria for each area and stressed the need for Council alignment on shared priorities to ensure a fair, consistent, and forward-looking evaluation process.

Discussion focused on sharing evaluation criteria while complying with Sunshine Law requirements. City Attorney Waugh suggested that each member complete the same evaluation form independently, using agreed-upon criteria, and submit it to the City Clerk, to compile the results for collective review.

This approach allows input to be gathered without direct communication, avoiding Sunshine issues, with the option to later present the compiled results publicly.

Council discussed developing evaluation criteria and expressed concern that independently developed criteria could vary widely, requiring a public process to review, refine, and reach consensus. City Attorney Waugh suggested that an impartial party compile potential criteria based on the Charter and existing evaluation models, creating a broad range of criteria for Council consideration. Council could then identify preferred criteria through a voting or tally process, selecting those with majority support for inclusion in the evaluation. Council also discussed the importance of using the finalized criteria as a foundation for setting clear, forward-looking goals for the City Manager.

Council invited City Manager Van Wagner to share his ideas on the evaluation criteria and process.

City Manager Van Wagner stated that his role is to carry out the will of the Council majority, even when it differs from individual preferences, which can create tension. He emphasized communication and relationship-building as key areas for evaluation and noted that feedback already occurs continuously through regular interactions. He also highlighted the importance of remaining neutral and relying on staff and professional guidance to implement Council direction effectively.

Discussion ensued on creating an objective, personality-free framework for evaluating the City Manager, highlighting communication and public representation as key expectations, with a neutral party helping ensure fairness and consistency.

Deputy City Manager Matthys agreed to work with City Attorney Waugh to develop eight criteria and define the standards for meeting, and exceeding expectations, creating a clear framework for review.

Mayor Murry opened public comments.

Brian Hess, 1166 Short Street – spoke about the groups progress, emphasizing the need for alignment and acknowledging the staff's hard work and dedication.

Joe Fumasi, 2693 Jumping Jack Way – praised the council and City Manager Van Wagner for their professionalism, goal-oriented approach, financial transparency, and empowering leadership, noting the city's positive progress.

Jim Cretti, 2177 Cedar Springs Way – suggested using the Florida City and County Management Association (FCCMA) performance dimensions as a ready-made framework for evaluating City Managers.

Mayor Murry closed public comments.

Council Member Strange suggested City Manager evaluation layout that begins with charter-based criteria, aspirations, and any additional proposed criteria not covered in the charter. Each council

member would submit input, which staff would compile into a manageable, refined list. This approach was generally supported by Council as a strong starting point, though there was discussion on the need to keep the process flexible and it noted that further discussion would be needed before finalizing the structure.

Mayor Murry asked City Attorney Waugh to provide Council with an update regarding Code Enforcement cases including the property on Sunset Lane.

City Attorney Waugh explained that repeated code violations on properties can be difficult to resolve through the current system, as the board is limited to issuing fines, which may not provide a long-term solution. He noted that while violations are often corrected temporarily, recurring issues require stronger remedies. He informed Council that under Florida law, the City has the authority to pursue nuisance actions through the courts, including injunctions and potential liens or foreclosure, to achieve permanent compliance. He emphasized that these measures are not intended to punish but to provide necessary leverage to protect the community and prevent ongoing violations.

Discussion ensued on the challenges with repeat nuisance properties and the limitations of the City's current ordinance, which was described as too narrow and lacking strong enforcement tools. It was noted that while fines and compliance processes are being used, they often fail to provide lasting relief for residents. There was discussion on potential improvements, including stronger enforcement options, revising ordinances, tracking repeat violations more effectively, and allowing staff-initiated cases rather than relying solely on citizen complaints.

Deputy City Manager Matthys clarified that the city has authority to initiate code enforcement without a citizen complaint but has generally operated reactively. He noted that shifting to a more proactive approach would require clear Council direction and could have resource implications, and staff are actively developing potential solutions to bring forward. Council was informed that no ordinance changes were needed, emphasizing the importance of a balanced approach that strengthens enforcement while considering community impact, legal requirements, and Council guidance on future practices.

Mayor Murry raised concerns about challenges with the Code Enforcement Board, noting some members are reluctant to handle nuisance cases and suggesting the city consider using a special magistrate, particularly for nuisance abatement. There was support for using a magistrate for nuisance abatement only, while maintaining the existing Code Enforcement Board.

Deputy City Manager Matthys asked Council for a timeline to develop the evaluation criteria, and Council reached consensus to provide an initial list within 30 days.

ADJOURN: With no further comments, this workshop adjourned at 4:47pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 24, 2026

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, March 24, 2026, at 3:00 pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

Other City officials present were City Manager Van Wagner, City Attorney Waugh, Deputy City Manager Matthys and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

City Clerk Howe read the proclamation for Testicular Cancer Awareness Month.

PUBLIC COMMENT

Joe Fumasi, 2693 Jumping Jack Way – expressed concern that Wellness Ridge residents have unfairly funded major infrastructure benefiting other developments through Community Development District bonds and impact fee credits. He asked for a more equitable system for all developments to share the cost of growth.

Paula Hoisington, 564 E. Desoto Street –requested follow-up on prior questions regarding the process and public inclusion for city-sponsored trips. Expressed concerns about inconsistent standards in addressing council member behavior.

Mike Cramer, 208 Nautica Mile Drive – opposed eliminating the Planning and Zoning Board, urging the council to improve it through feedback rather than replace it.

Kurt Schuh, Clermont - encouraged the city to explore using AI to streamline processes like building permit approvals.

Dennis Allard, 1792 Nature Cove Lane - expressed strong support and appreciation for law enforcement, fire rescue, and military personnel, emphasizing their service and sacrifice. He encouraged the community to show respect and gratitude.

Mayor Murry asked for virtual comments.

Jenny May, 4062 Graystone Drive – opposed replacing the Planning and Zoning Commission with a special magistrate, emphasizing the value of volunteer service and community input. She requested clear feedback on any issues so the commission can improve rather than be eliminated.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT AGENDA

Mayor Murry advised the next item on the agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes	Consider approval of the March 10, 2026, Council Meeting minutes.
Item No. 2 – Surplus Request	Consider declaring end-of-life inventory as surplus from the departments of Environmental Services, Fire, Human Resources, Police, and Information Technology, and to provide disposal per the Procurement Policy.
Item No. 3 – Board Appointments	Consider appointing members to the Code Enforcement Board and Firefighters Pension Board of Trustees.
Item No. 4 – Resolution No. 2026-008R **Florida Boating Improvement Program**	Consider authorization of grant application for matching funds in the amount of $300,000 towards the boat dock facility portion of the Meet Us in The Middle project.
Item No. 5 – Bid Award *City Street Resurfacing*	Consider bid award and executing a contract with S&L Materials, Inc. for resurfacing services (mill/overlay) on various roads in the budgeted amount of $668,653.51, and resurfacing Lakeshore Drive as an add-on in the budgeted amount of $160,255.
Item No. 6 – Bid Award *Services for Water Reclamation Facility*	Consider awarding a Term Contract to Merrell Bros., Inc. to provide biosolids hauling, treatment and disposal.
Item No. 7 – Piggyback Term Contract *Public Services*	Consider approval to piggyback the City of Zephyrhills Term Contract No. 41-25-13 with RCM Utilities, LLC to provide installation services for underground infrastructure.
Item No. 8 – Piggyback Term Contract *Water Meters*	Consider approval to piggyback the City of Zephyrhills Term Contract No. 41-25-15 with National Metering Services, Inc., to provide meter replacement services.
Item No. 9 - Piggyback Term Contract *Sewer System Improvements*	Consider piggyback approval of Interlocal Purchasing System Term Contract 231102 with Vortex for sanitary sewer lining and related services.

Item No. 10 – Piggyback Term Contract *Water Supply Wells and Pumps Maintenance*	Consider approval to piggyback Tohopekaliga Water Authority Term Contract No. IFB-25-004-01 with A.C. Schultes of Florida, Inc. to provide well services and repairs.
Item No. 11 – Event Road Closure Request *Clermont Main Street*	Consider road closure approval for the Anime Market events on April 25 and Sept 12, 2026.
Item No. 12 - Event Road Closure Request *MARZ Event Mgmt***.**	Consider road closure approval for HER Radiance Rising Fest on Saturday, April 25, 2026.

Council Member Strange pulled Consent Agenda Item 4.

> Council Member Petersen motioned to approve Consent Agenda items 1-12 excluding item 4. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 4 – Resolution No. 2026-008R, *Florida Boating Improvement Program*

Council Member Strange stated she pulled the item due to her opposition.

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

> Council Member Bain motioned to approve Consent Agenda item 4. Seconded by Council Member Myers. The motion passed 3-2 with Council Member Strange and Council Member Petersen opposed.

UNFINISHED BUSINESS

Item No. 13 – Ordinance No. 2026-013, *Certified Recovery Residences Final*

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 125, TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF RECOVERY RESIDENCES PURSUANT TO AMENDED SECTION 397.487, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Development Services Planner Kruse presented the item. City staff proposed an amendment to the Land Development Codes in order to align with new state laws regarding the review and approval processes for certified recovery residences. The law requires local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking reasonable accommodation from local land use regulations to establish certified recovery residences.

If the amendment is approved, a new article under Chapter 125 of the City's Land Development Codes, entitled Zoning, would be created specifically for certified recovery residences to ensure consistency with the requirements in Section 397.487, Florida Statutes. The Planning and Zoning Commission recommended approval, 6-0. Staff recommended approval of Ordinance No. 2026-013.

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

Council Member Strange stated that she opposed the item at the first reading and remains opposed, citing concerns about state overreach and the city not being equipped to provide the required level of service.

> Council Member Strange motioned to approve item 13. Seconded by Council Member Myers.

Council Member Myers asked if the ordinance must be approved. City Attorney Waugh responded that the council does not have to approve this exact ordinance, but state law requires passing a similar measure to allow recovery residences, and it must be done promptly.

Council Member Myers asked Council Member Strange what changes she would suggest. Council Member Strange expressed concerns about enforceability, questioning whether the city can effectively oversee recovery residences' operations, rules, staffing, and clinical services, and stated she could only support the ordinance if the language is broad enough to address these issues.

City Attorney Waugh explained that the ordinance relies on certification by the Florida Department of Children and Families (DCF), so the city does not need to perform its own compliance checks and would not be held liable if the DCF fails to enforce requirements. He also noted that state law limits local control over recovery residences, allowing them to operate despite local opposition as part of a broader legislative effort to ensure these facilities can exist.

Council Member Strange asked if the city could designate approved areas or include a clawback to revert zoning if a recovery residence fails to meet standards, such as excessive police calls. City Attorney Waugh responded that conditions of approval can be set and revoked if violated, including certification requirements, and certain provisions like the 180-day rule can be adjusted. He added that the city is not responsible for actively monitoring these standards, as oversight is handled by the credentialing entity, the Florida Department of Children and Families, though staff could be assigned to check on certain concerns.

Council discussed adding conditions to recovery residence approvals, including revocation for arrests, limiting residents per home, and addressing financial or administrative burdens on the city. City Attorney Waugh explained that oversight primarily falls to the state, but the council can provide guidance on interpreting criteria, set reasonable conditions, and enforce revocation if standards, such as nuisance violations or excessive residents, are not met. Adjustments can be made later if the rules prove ineffective.

Council Member Bain suggested adopting a temporary one-year ordinance, allowing time for feedback and adjustments while ensuring the city complies with state requirements promptly.

> Council Member Strange amended her motion to approve Ordinance 2026-013 with the following amendments; adding a subsection 11 under section 125-626A that allows city staff to rely solely on the representations of DCF and determining the applicability of this ordinance on a particular situation, amending section 125-627 to amend subsection B to be 30 days rather than 180 days, to add a subsection C to include violation of our existing nuisance statute, add subsection D to prohibit on street or off driveway parking and to add to section 7 a one year sunset to the ordinance. Seconded by Council Member Myers.

City Attorney Waugh noted that Council cannot set a rule that applies to just one community; any parking regulations must be consistent citywide. He advised removing the on-street/off-driveway provision to avoid conflicts with existing residential parking rules.

Council Member Bain stated he would not support approving the ordinance with the proposed amendments without sufficient time to review them and suggested either tabling the item or moving forward with it as-is with a sunset date to allow for further review.

> Council Member Strange amended her motion to approve Ordinance 2026-013 with the following amendments; adding a subsection 11 under section 125-626A that allows city staff to rely solely on the representations of DCF and determining the applicability of this ordinance on a particular situation, amending section 125-627 to amend subsection B to be 30 days rather than 180 days, to add a subsection C to include violation of our existing nuisance statute, and to add to section 7 a one year sunset to the ordinance. Seconded by Council Member Myers. The motion passed by roll call 4-1 with Council Member Bain opposed.

NEW BUSINESS

Item No. 14 – Resolution No. 2025-037R, *7-11 Wellness Way CUP*

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CONVENIENCE STORE, GAS STATION, AND CARWASH TO BE ALLOWED WITHIN THE WELLNESS WAY PLANNED UNIT DEVELOPMENT. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. The applicant, V3 Capital Group, requested a Conditional Use Permit to allow for a convenience store and gas station as the primary use and an ancillary carwash use. The subject parcel, approximately 6.69 acres, is located at the southeast corner of the Wellness Way and Schofield Road intersection. The property is governed under the Wellness Ridge Planned Unit Development (PUD), Ordinance No. 2019-06.

The request would encompass the entirety of the subject parcel with the future intent to split off the proposed convenience store, gas station, and carwash during the final site plan approval. The proposed use will be located on the west side of the subject parcel.

The proposed site is within the Wellness Way Neighborhood Center Land Use that is designated for C-1 Light Commercial uses that complement the adjacent residential uses. Convenience stores and gas stations are a conditional use under the C-1 Light Commercial use. Carwashes are not permitted as a conditional use under the C-1 Light Commercial District and are specifically prohibited by Ordinance No. 2019-06.

A review of the current convenience store and gas station locations within the city indicates that the majority of them are located along an arterial roadway, such as US Highway 27 or State Road 50, and they are located within the C-2 General Commercial zoning. In addition, a review of carwash locations indicates they are also located along arterial roadways, such as US Highway 27 or State Road 50. All these uses are auto dependent and are more desirable along roadways with higher levels of service. The Neighborhood Center is more suited for walkability from the nearby residences that provides a variety of services that are less intense and dependent on vehicles.

The city adopted Wellness Design Standards in 2022, a set of form-based codes. While the original PUD was adopted prior to these standards, the applicant's request for a conditional use permit can be subjected to these standards. The proposed project does not meet several of the design standards. One such standard is 2.3.2 that requires buildings on corner parcels to be located up to and address the corner. Another standard is Table 2.2.2 that does not permit these uses in the Neighborhood District. The proposed convenience store, gas station, and carwash would be more appropriate in the Multi-Use District that fronts US Highway 27.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212, requires specific development standards that are required to be met. Staff have reviewed the application as submitted in accordance with the development criteria and find the proposed use conflicts with PUD Ordinance No. 2019- 06, the Land Development regulations for C-1 Light Commercial, and the Wellness Way Design Standards. The proposed use is not considered desirable at this particular location since there are several standards within the Wellness Way Design Standards and the City's Comprehensive Plan for the Neighborhood District that are in conflict. In addition, the character and type of development at this location is auto dependent and does not reinforce the Neighborhood District's walkability for uses with the adjoining residential neighborhood.

The Planning and Zoning Commission recommended denial, 5-0 at the October 7, 2025, meeting. Following that meeting, the applicant requested a continuance to their application to address questions brought up by the Planning and Zoning Commission. The applicant made changes to the proposed plan and provided the updated concept plan to staff for review. Staff found the changes to be minor and included an increased landscape buffer on the south side of the property, the car wash was relocated to the east side of the project, and adjustments to the proposed access from Wellness Way were noted.

It was determined by staff that the changes were non-substantial. Staff have reviewed the updated plan and staff's recommendation of denial still stands based upon the analysis below. The primary issue is that the proposed use is not considered desirable at this location, since there are several standards within the Wellness Way Design Standards and the City's Comprehensive Plan for the Neighborhood District that are in conflict.

Staff recommended denial of the Conditional Use Permit, Resolution No. 2025-037R.

Trey Vic, CEO of V3 Capital Group, summarized updates to their project, highlighting that changes to the site plan were intentional to address community concerns.

He noted that the landscape buffer between the development and residential areas was increased from the required 15 to 25 feet to 175 feet, car wash orientation was adjusted to minimize noise and light impacts, and fuel-related infrastructure was positioned farthest from homes. He emphasized maintaining pedestrian connectivity, buffering, and responsiveness to resident feedback throughout the planning process.

Mayor Murry opened public comment.

Matthews Morgan, 2671 Runners Circle – opposed the proposed 7-Eleven, citing safety, noise, traffic, environmental risks, and property value impact, urging the council to deny it.

Luan, 2659 Runners Circle – opposed the 7-Eleven behind his home, citing traffic, noise, safety risks, and disruption to neighborhood peace.

Valerie Schuett, 931 W. Montrose Street – urged the council to deny the project, emphasizing that it fails to meet residents' expectations for responsible development.

Joe Fumasi, 2693 Jumping Jack Way – opposed the proposed 7-Eleven, citing traffic, location near residential areas, and lack of neighborhood benefit, urging the council to follow staff's recommendation to deny it.

Vincent Niemiec, Regency Hills – opposed the proposed 7-Eleven, citing concerns about proximity to the road, headlights, noise, and environmental impacts.

Michael Curtis, 2725 Runners Circle – opposed the 7-Eleven, citing safety concerns for children, tanker traffic, and the incompatibility of a 24-hour convenience store with the neighborhood's wellness-focused character.

Caroline Baldin, 2659 Runners Circle - opposed the 24/7 7-Eleven, citing impacts on her family's safety, peace, health, and quality of life, and urged development that aligns with the neighborhood and respects residents.

Vicarose Llave, 6045 Shavasana Road - urged denial of the gas station, citing safety risks, traffic, and noncompliance with neighborhood standards.

Mayor Murry asked for virtual comments.

Nicole Parker, 2677 Runners Circle – requested the council deny the gas station, highlighting concerns about its effect on her family's backyard enjoyment, neighborhood character, and overall community wellness.

Anna Sinclair, 575 W. Minneola Avenue – opposed the request stating the gas station and car wash do not meet the Wellness Way code or represent an exceptional development.

Mayor Murry closed public comment.

Council Member Strange questioned the developer's decision to pursue the project despite prior guidance that it did not align with community standards, suggesting the time could have been spent on a development residents want.

Mr. Vic stated that the project complies with the existing Planned Unit Development, which predates current Wellness Way standards, and that the Conditional Use Permit process allows the city to apply additional conditions. He emphasized efforts to address community concerns through design changes, noting the site has always been designated for commercial use and that alternative developments could be more intensive if the project is denied.

Council discussed the compatibility of the proposed gas station with the community's vision, emphasizing residents' desire for walkable, neighborhood-oriented uses rather than a vehicular-focused development. Concerns were raised about safety, environmental impacts, and lack of community support, while the developer defended the project's compliance with existing zoning and modern environmental standards.

> Council Member Bain motioned to approve Resolution No. 2025-037R. Seconded by Council Member Strange. The motion failed 0-5 Council Member Strange, Council Member Bain, Mayor Murry, Council Member Myers and Council Member Petersen opposed.

Item No. 15 –Resolution No. 2026-005R, *CUP Amendment*

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO CONDITIONAL USE PERMIT, RESOLUTION 2012-21, RESOLUTION 2022-003R AND RESOLUTION 2023-011R TO INCLUDE THE EXPANSION OF SEATING AREA WITHIN THE PROPERTY; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Gonzalez presented the item. The applicant, Jimmy Crawford, is requesting a Conditional Use Permit (CUP) amendment to revise the site plan in Resolution No. 2023-011R to include the expansion of the restaurant deck and an additional outdoor seating area on the north side of the Salt Shack on the Lake restaurant, located in the Central Business District (CBD). The property is located at 846 West Osceola Street, formerly known as Lily's on the Lake.

The proposed amendment includes an enlarged deck footprint, 32 feet deep by 78 feet long, and the addition of new outdoor seating to accommodate increased dining capacity. With the addition of seating, staff has included an updated condition in the revised resolution requiring that any additional parking demand generated by the expanded seating area be satisfied through payment into the City's Parking Fund, as allowed under 115-14 of the Land Development Code. This payment must be made prior to approval of the Site Review application. The current cost per space in the parking fund is $3,000, as approved by City Council. If this is increased prior to the time of site plan approval, then the applicant would be responsible for paying the new fee. Based upon the anticipated additional seating of 104 seats, the parking requirements would be one space for every 8 seats. This would equate to 13 spaces and a payment of $39,000 into the parking fund at the current rate.

The project does not require approval from the City regarding lakefront impacts. The applicant has already secured permit approval for the proposed improvements from the St. Johns River Water Management District (SJRWMD).

The CUP amendment does not alter the approved use but modifies the configuration of the outdoor dining area to improve functionality and enhance customer experience. All other conditions of Resolution No. 2023-011R remain in effect.

The proposed increase in seating does not appear to be detrimental to the health, safety and welfare of the surrounding community. The city did receive a noise complaint in May of 2024. An investigation was conducted and it found that the sound was a result of the mechanical equipment at the site. Sound compression blankets were installed on the exhaust fans and Heating, Ventilation, and Air Conditioning (HVAC) equipment in July of 2024. This reduced the sound decibels to be well below the City's sound decibel limits, and no further complaints have been received.

The Planning and Zoning Commission recommended approval (5-1) of Resolution No. 2026-005R, with three additions: (1) the applicant shall meet with DPZ to obtain recommendations, (2) Lake County Water Authority is included regarding possible shoreline alterations, and (3) installing additional waterfront signage to discourage boats from mooring near the vegetation along to the property's shoreline.

There was an email from Nathan Norris, Economic Development Director, who reviewed the project with DPZ. Their only recommendation was to allow for a future waterfront connection by providing the city with a 15-foot easement beyond the proposed deck. This would allow the city, if desired, to construct a boardwalk that would not interfere with views from Salt Shack and could potentially include space for boat mooring. This recommendation has been forwarded to the applicant.

The second recommendation from the Planning & Zoning Board was to include the Lake County Water Authority; the applicant indicated this would be addressed during the interim period. Lastly, language has been added to the resolution to include additional signage along the shoreline.

Staff recommends approval of Resolution 2026-005R - CUP Amendment for Salt Shack on the Lake.

Attorney Jimmy Crawford, representing the property owner and applicant for Salt Shack, presented a request to amend the existing Conditional Use Permit (CUP) to allow for deck expansion. He explained that while no change in use is proposed, an amendment is necessary because the original 2023 CUP included a concept plan that did not reflect the expanded deck. Mr. Crawford noted that the project had already received permitting approval from the St. Johns River Water Management District after an extensive review process, confirming that the work does not constitute shoreline alteration. He emphasized that significant stormwater improvements are required as part of the permit, including French drains and a system that directs runoff to Victory Point for treatment, resulting in improved water quality protections compared to existing conditions.

Mr. Crawford stated that the applicant agrees with the Planning and Zoning Board and staff-recommended conditions, including coordination on a public connection, with minor considerations related to maintenance and security. He clarified that the Lake County Water Authority does not regulate or comment on zoning matters, deferring instead to the Water Management District. He highlighted Salt Shack's positive track record over the past three years as a local employer with approximately 100 employees, most of whom live in the area, and described the project as supporting both environmental stewardship and economic sustainability. He added that the expansion would improve operational efficiency without increasing staffing levels and would help ensure the restaurant's long-term viability. Mr. Crawford concluded by emphasizing the importance of the site as one of the last significant private waterfront parcels in downtown Clermont and requested Council's support for the amendment.

Mayor Murry opened public comments.

Dan Wyatt, 1108 Peregrine Street - supported the Salt Shack expansion, citing its value as a local business and stating the request is an easy approval.

Steve Green, 18710 Downway Road– supported the expansion, citing strong management and noting added seating would reduce wait times and parking strain.

Mayor Murry closed public comments.

Council discussion focused on stormwater and environmental impacts of the proposed deck, with engineer Jeff Banker explaining that although the deck allows some water to pass through to the sand, it is treated as impervious under permitting rules and offset through stormwater capacity at Victory Point. Council raised concerns about runoff, food, and debris potentially reaching the lake. Chief Operating Officer Katherine Herr confirmed regular cleaning practices and agreed to consider formal conditions for ongoing beach and under-deck maintenance.

Council discussed the proposed public access easement and waterfront pathway, with Mr. Crawford confirming willingness to accommodate a boardwalk or improved pedestrian connection while noting details such as security and hours of operation would need to be resolved. It was clarified the deck would not extend to the ordinary high-water line and complies with setback requirements, and Council expressed appreciation for the applicant's cooperation, continued quality operations, and commitment to maintenance and security, while noting the project's broader benefit to the downtown waterfront.

> Council Member Strange motioned to approve Resolution No. 2026-005R with the amendments that the owner grant the city a 15 foot easement for a boardwalk with the specific terms to be determined, install additional waterfront signage to discourage boats from mooring along the shoreline and ensure that the property in and around the deck is maintained in such a manner as to protect the pristine waterway status of Lake Minneola to include beach cleaning not less than two times daily. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Mayor Murry recessed the meeting at 5:03pm. Mayor Murry reconvened the meeting at 5:18pm.

Item No. 16 – Ordinance No. 2026-011, *Amend Community Development District Intro*

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO EXPAND AND CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED AND ADDED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER EXPANSION AND CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

City Clerk Howe read the title aloud.

Mayor Murry opened the public hearing.

Joe Fumasi, 2693 Jumping Jack Way - opposed the proposed district expansion, arguing that the petition underestimates true costs, lacks sufficient supporting documentation for major infrastructure and maintenance expenses, and that rising district budgets and large projected increases should be more thoroughly evaluated before proceeding.

Jen Carpenter, Counsel for the Community Development District - explained that this is a first reading of a petition to expand and slightly contract the Community Development District (CDD), with the formal petition and full public hearing scheduled for April 14 in accordance with Florida Statutes; she outlined that CDDs are special-purpose governments subject to statutory, financial, and transparency requirements including public budgeting, independent annual audits, and statutory petition criteria, including maps and cost estimates, noted the district has been operating since 2022 with clean audits and no issues, and stated the proposed expansion connects to new development while the team and staff are available to answer questions and provide further information before the next hearing.

Michael Curtis, 2725 Runners Circle – requested more clarity on the Community Development District proposal, expressing concern and surprise about the extent of responsibility and costs associated with the development.

Mayor Murry closed the public hearing.

Council Member Strange raised two questions regarding the Community Development District (CDD): why the district is being expanded rather than maintaining existing boundaries, and concerns from residents about fairness in fees and whether developers benefit from impact fee credits funded by citizens. Ms. Carpenter explained that the expansion supports economies of scale by combining administration and maintenance for connected developments, which can help lower or stabilize assessments while providing efficiencies through a single CDD structure with public oversight, and clarified that the CDD is funded through tax-exempt bonds with strict legal oversight ensuring improvements financed by residents do not generate impact fee returns to the district, as any developer funding beyond CDD capacity is separate and carefully reviewed to avoid improper financial benefit.

Mark McDonald, Lennar Homes explained that the Community Development District (CDD) funds and maintains community infrastructure and amenities not covered by city or county taxes, such as parks, landscaping, stormwater systems, common areas, and a 10-acre amenity site, while also maintaining certain roads and buffers, with most offsite improvements like major roads and utility extensions paid for by the developer and offset through impact fee credits rather than CDD funds; he further explained that CDD costs, including debt and operations and maintenance, are funded through assessments that are placed on individual property tax bills and collected by the tax collector each year, meaning as new homes are platted and added to assessment areas, more tax bills are generated to fund the district, with both homeowners and the developer, for unsold lots, paying these annual assessments to fully support the CDD’s budget.

Mayor Murry stated he had requested detailed information about the CDD to better understand its structure, finances, and operations and to better address ongoing questions and concerns. Mark McDonald reiterated that the CDD is a legally structured district under Florida Statute with phased development, where infrastructure, operations, and debt are funded through property-based assessments collected via tax bills, and noted that as new homes are added, assessments increase and are collected by the tax collector to support the district's budget. He also highlighted that governance is designed to transition to residents over time, with some board seats becoming available for homeowner election after six years and additional seats after eight years, while Homeowners Association control is turned over earlier, around 90 percent buildout, ensuring residents gradually gain control as development progresses.

Council discussed the importance of transparency and understanding the scale of the project, spanning hundreds of acres and nearly 700 additional homes, while expressing interest in ensuring residents can eventually govern the community themselves and suggesting further meetings once all requested information is provided.

Council Member Strange asked whether the CDD provides or manages core services such as water, sewer, sidewalks, or public parks, and was informed by Mr. McDonald that currently it does not operate public utilities, as water and sewer services are owned and managed by the City of Clermont; however, it was explained that the CDD is involved in a limited capacity with infrastructure such as an irrigation system, which uses onsite wells but cannot be activated until an interlocal agreement with the city is approved, authorizing the CDD to operate irrigation only, and that this agreement is part of the upcoming April 14 review. The discussion further clarified that while questions raised largely related to budget and financial understanding rather than the petition itself, no material changes were identified that would require currently amending the ordinance, and that all parties agreed the matter could proceed with continued review and understanding prior to the final hearing.

> Council Member Strange Motioned to introduce Ordinance No. 2026-011. Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 17 – Bid Award, *Construction of Fire Station 2*

Procurement Director Suarez presented Item 17, recommending award of a bid to the lowest qualified, responsive, and responsible bidder, Mulligan Constructors Inc., for Fire Station 2 in the amount of $2,975,290, with an estimated construction timeline of approximately 300 days, about 10 months, from issuance, and noted that Fire Chief Ezell and a representative from Mulligan Constructors Inc. were available to answer any questions related to procurement and construction.

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

Council Member Strange spoke about funding, scheduling, and payment structure for the proposed Fire Station project under the bid awarded to Mulligan Constructors Inc. for approximately $2.975 million. Jason Mulligan, Mulligan Constructors Inc. explained that construction is expected to take about 10 months, with permitting likely taking around 90 days and work spanning two fiscal years, and that payments will be made on a monthly, percentage-of-completion basis as work is performed and billed, with the contractor estimating roughly 35 percent of the total cost would be incurred in the current fiscal year and the remainder in the following year.

Council Member Strange stated that $900,000 had previously been set aside in general fund reserves for Fire Station funding and proposed using those funds in the upcoming fiscal year while relying on approximately $5.5 million in available fire impact fees for the balance and suggested developing a five-year capital and funding plan to align impact fees, grants, and other revenues with future fire station needs.

Mayor Murry explained that because the project is a renovation, it may not qualify for impact fee funding and should primarily be paid from the general fund, while suggesting staff verify eligibility and ensure compliance. City Attorney Waugh added that while simple renovation work would not qualify, portions of the project tied to growth or expansion may be eligible for impact fee use, meaning funding may need to be split between general funds and impact fees based on what qualifies.

Council discussion focused on discrepancies between reported fire impact fee fund balances, with it being clarified that while the current fiscal year budget shows about $1.049 million available, the total fund balance is approximately $5.4 million when considering overall funds, projected revenues, and prior commitments, with further discussion comparing current year available and total fund balance. Fire Chief Ezell and City Manager Van Wagner explained that despite earmarked projects, savings and projected collections would keep the fund in a positive position, while council emphasized the need for clearer financial information for long-term planning and more informed decision-making. Council also discussed broader fund availability, including significant general fund reserves, and expressed a desire to use available resources strategically, for public safety, while requesting staff develop a five-year financial plan.

> Council Member Strange motioned to approve Item No. 17, the Bid Award for construction at Fire Station 2 with a budget amendment to come back for $900,000 from the general fund reserves and instruction to staff to have a 5-year plan for the remainder of the funds brought to council by July 1, 2026. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

Item No. 18- Council Member Request

Mayor Murry proposed transitioning City Council terms from two years to four years to improve continuity, allow more time to complete long-term projects, and reduce the need for annual elections, which he noted would also lower election costs. He outlined a phased transition with a potential reset of term limits to maintain an eight-year maximum and requested that the City Manager and City Attorney draft the necessary language for consideration by voters, emphasizing that the change would ultimately require resident approval.

Mayor Murry opened public comments.

Valerie Schuett, 931 W. Montrose Street – expressed support for four-year council terms to reduce constant turnover and election related distractions, while advocating for a strict eight-year term limit without a reset despite acknowledging potential transitional challenges.

Otis Taylor, 3686 Caladesi Road – supported extending council terms to four years, stating it would improve council cohesion and decision-making, allow members more time to complete and see projects through, and reduce election-related distractions and costs.

Jenny May, 4062 Greystone Drive – supported four-year terms but opposed any reset of term limits, emphasizing that the decision rests with residents and that an eight-year cap should remain firm to prevent consolidation of power.

Fran Falcone, 3904 Doune Way – expressed support for four-year council terms with no reset, stating that two-year terms are too short to be productive since the first year is largely spent learning.

Paula Hoisington, 564 E. Desoto Street – supported four-year terms with no reset and urged public education, while suggesting reconsidering the meeting time for better accessibility.

Vincent Niemiec, Regency Hills – opposed four-year terms, arguing they could increase government power, reduce public control, and are unnecessary if officials are accountable and perform well.

Mayor Murry asked for virtual comments.

Anna Sinclair, 575 W. Minneola Avenue – supported four-year terms for stability but opposed any reset and emphasized a fair transition accounting for time served.

Mayor Murry closed the public comments.

Mayor Murry recessed the meeting at 6:44pm. Mayor Murry reconvened the meeting at 6:55pm.

Council Member Bain asked about the charter review process, with City Attorney Waugh noting there is no statutory requirement or standard practice, and that changes to term length and term limits would require charter amendments and could be combined into one ballot question with clear language.

Council debated whether to adopt four-year terms and structure term limits, including whether to include a reset, with differing views on impacts to accountability, voter control, continuity, and transition for current members. There was consensus that if a proposal were to be on the ballot it should be clearly presented to voters, with some members emphasizing that the decision should be based on the city's best interests rather than individual positions, while others supported keeping two-year terms to maintain frequent accountability and voter input, and others supported four-year terms for stability, continuity, and reduced election costs.

> Council Member Bain motioned to place on the ballot 4-year terms with no reset. Seconded by Council Member Strange to call the vote.

Council Member Bain clarified that the proposal is to move to four-year terms with a maximum of two consecutive four-year terms, without changing any other charter language, only adjusting the term length from two years to four years while keeping all other provisions the same.

> The motion failed 2-3 with Council Member Strange, Council Member Myers and Council Member Petersen opposed.

REPORTS

CITY MANAGER REPORT

City Manager Van Wagner –

- There will be a Public Safety facility tour on March 25.
- Pig on the Pond at Waterfront Park March 27-29

- Lake County Boating Regatta this weekend.
- Masters Point Disc Golf Tournament at Lake Hiawatha on March 28.

Finance Director Scott Borror reported that the Fiscal Year 2025 audit is nearing completion, with the auditor scheduled to present in April and completion expected by the end of March, well ahead of the state deadline. He also announced that the city received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2024 audit, the first such recognition since 2020, crediting the achievement to the finance team, external partners, city departments, and past and current leadership.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Working with Finance on presenting an investment policy in April.
- Consummating purchase of 8 acres, Phase 1 survey is in progress.
- Conducting a comprehensive review of Code Enforcement procedures regarding nuisances.

CITY COUNCIL REPORT

Council Member Bain –

- Will be hosting a 5th Tuesday forum, community wide listening session on March 31 at 6:00pm at the Arts and Recreation Center.

Council Member Myers –

- Suggested the City host a candidate forum with standardized questions.
- Suggested exploring a #919 call system to connect residents to city services and information, with a free trial followed by a potential monthly cost.
- Highlighted Deputy City Clerk Wisniewski for International Women's Month.

Council Member Petersen –

- Praised the Arts and Recreation Center for its increasingly high-quality shows and strong marketing, highlighting it as a valuable community asset drawing visitors to Clermont.
- In agreement with hosting a candidate forum.

Council Member Strange –

- Spoke about little league baseball, softball and soccer starting this season.

Deputy City Manager Matthys –

- Requested that Council respond to an email from True North to schedule a brief in-person or Zoom meeting to provide input for the city's social media assessment.

City Manager Van Wagner requested consensus on the suggestions brought forth by Council Member Myers.

Council Member Strange supported community forums and suggested exploring the #919 style call system as a communication tool, noting that any initiative improving public communication is beneficial.

Council Member Bain supported exploring a call/text service for easy reporting of city issues but raised concerns about procurement requirements and suggested further workshop discussion and expressed support for community forums while recommending they be hosted by an outside organization rather than the City.

Mayor Murry expressed concern about the city sponsoring candidate forums to maintain neutrality, preferred outside organizations hosting such events, and requested further review of the proposed #919 style service and existing communication tools before consideration.

Mayor Murry –

- Asked staff to explain the process and public inclusion for city-sponsored trips.

City Manager Van Wagner clarified that the trip in question was originally intended for staff, but due to various scheduling conflicts and absences, participation was expanded, and while communication to Council may not have been entirely clear, efforts were made to include community members and downtown/Main Street stakeholders to help better understand the DPZ process. He noted that the subsequent workshops and discussions provided valuable insight. He emphasized that he operates in the direction of City Council and appreciated the opportunity to address concerns, expressing a desire to resolve the matter without further conflict. He also acknowledged concerns about potential additional costs and stated a cautious approach regarding spending, while remaining open to further discussion and future involvement. He concluded by expressing appreciation for candid feedback and offering to continue the conversation offline.

Council Member Strange stated that the concerns raised are valid and highlight a lack of clear policy regarding travel, trip approval, and use of the transportation and training budget, which is currently executed by the City Manager without defined guidelines on who may attend or which trips are permitted. She recommended addressing this during the budget process by establishing clearer policies and expectations to improve transparency and reduce confusion. She also requested that a previously prepared report on the trip expenses and participation be shared for review.

- Mayor's luncheon on April 1 at Piesano's at 12:00pm.
- Attending the Women's Club on April 7 at 12:00pm.
- Spoke about his concerns with the Planning and Zoning Commission Board performance and conduct, noted difficulty filling vacancies and maintaining objectivity, emphasized need for training and proper representation.
- Spoke about endorsements for candidates for City Council.

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

APPROVED:

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Sole Source Purchase *PADtrax*

Requested Action
Request approval of the single/sole source purchase from PADtrax for the acquisition of an evidence and accountability system to track and monitor evidence items through RFID detection devices.

Staff Report
The Procurement Services Department, in coordination with Police Department, recommends approval of the proposed action. To determine whether the specified commodity is available from multiple sources, the Procurement Services Department issued Request for Information (RFI) No. 26-067. 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. This purchase is for an evidence and accountability system to track and monitor evidence items through RFID detection devices. The RFI was posted on the City's website for fifteen (15) business days. No responses were received, confirming that no other vendors expressed interest. Based on these findings, staff recommends Council approve the single/sole source purchase of an evidence and accountability system to track and monitor evidence items through RFID detection devices in the total amount of $54,519.

Additional Analysis

Fiscal Impact Summary
The fiscal impact of $54,519 is included in the current year's approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$7,500 $4,500 $39,019 $3,500	32521-66404 Capital Software 32521-66900 Capital Professional Services 32521-66401 Capital Equipment 10521-55219 Software Support	$7,500 $4,500 $39,019 $3,500

Exhibits Attached (copies of original agreements)	
1. RFI 26-067	RFI 26-067.pdf
2. PADtrax	PADtrax.pdf

REQUEST FOR INFORMATION

RFI 26-067

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM C&A ASSOCIATES, INC.

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: February 5, 2026

DEADLINE FOR QUESTIONS: February 25, 2026

RESPONSE DEADLINE: February 25, 2026, 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 C&A Associates, Inc.

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. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
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 conduct business in the State of Florida at the time of submittal.

1.1. Summary

Justification of Sole Source Acquisition from C&A Associates, Inc.

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: (352) 241-7353

Department:
Police

1.3. Timeline

Solicitation Release Date	February 5, 2026
Question Deadline	February 25, 2026, 12:00pm
Response Deadline	February 25, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov ("Software Administrator"), an e-Procurement System ("Portal") that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

👉 https://procurement.opengov.com/portal/clermontfl

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is issued to verify whether the specifications for the commodity or service described herein are non-restrictive and can be met by more than one company. This RFI is **not** an invitation to submit a bid or quote and will remain open for **fifteen (15) business days**.

The City of Clermont Purchasing Policy allows a purchase to be made without competition when there is only one available source for the required product or service. A single/sole source purchase is justified when (1) the product or service is the only one that can reasonably meet the City's needs, and (2) only one company can provide that product or service.

Single/Sole Source Information

A. Company Name: C&A Associates, Inc.

B. Product or Service Provided: PADtrax evidence and accountability system to track and monitor evidence items through RFID detection devices.

C. Estimated Annual Expenditure: $54,969

D. Single/Sole Source Justification: No competitive product exists or is available from another vendor.

Action to be Taken

No action is required if you agree that the proposed purchase or service qualifies as a valid single/sole source.

If you disagree with the justification for a single/sole source purchase, you are invited to submit information demonstrating your company's ability to provide the same or equivalent product or service. Do not provide pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department.

If a legitimate response is received demonstrating that the product or service is available from another qualified source, City staff will evaluate the information. If appropriate, the single/sole source process will be discontinued, and a competitive solicitation will be issued to ensure fair and open competition.

3. Sole/Single Source

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

*Response required

C & A Associates, Inc.

PADtrax

1814 S. Range Ave. Suite A
Denham Springs, LA 70726
(225) 791-7797

Quote# 4343
Date: 03/24/2026

Clermont Police Department
Captain Malcolm Draper

Expiration Date: 8/31/2026

Ship To: 3600 US-27, Clermont, FL 34711

Salesperson	Job
Jim Snyder	City of Clermont

Product Code	Description	Qty	Unit price	Amount
	PADtrax RFID Software	1	$7,500.00	$7,500.00
PADTrax interface to RMS Solution	PADTrax interface to RMS Solution	1	$0.00	$0.00
RF-ZONE-017	RFID Read-Zone	5	$3,450.00	$17,250.00
RF-SENTHER HH	RFID Handheld	1	$3,750.00	$3,750.00
RF-BL-2400	RFID Block Reader	2	$565.00	$1,130.00
RF-PRINT-ZD621R	RFID Printer	2	$2,600.00	$5,200.00
	RFID-EVTAG3X2 WHITE EVIDENCE TAG	15600	$0.46	$7,176.00
RF-RIBBON RESIN-3X4	RFID Printer RESIN Ribbons Law Enforcement	16	$16.75	$268.00
RF-SIG-460HSBR	RFID Signature Pad	1	$355.00	$355.00
Tablet 10 Inch Android 14 Tablet	HUIHUANG-Expansion-Octa-core-Bluetooth-Drop-Proof	2	$170.00	$340.00
	Installation	1	$2,500.00	$2,500.00
	Training	1	$2,000.00	$2,000.00
S & H	Shipping & Handling	1	$550.00	$550.00
RFID PADTrax Hardware Maintenance	RFID Annual PADTrax Hardware Maintenance	1	$3,000.00	$3,000.00
	RFID PADtrax Software Maintenance	1	$3,500.00	$3,500.00

Grand Total: $54,519.00

- Purchaser Agrees to Pay Grand Total to the Seller. Applicable Tax Not Included
- 35% Deposit Due Before Product Order if Grand Total Exceeds $ 7,500.00
- 4.0% Surcharge Fee If Paying by Credit Card
- Balance Due Upon Completion of Installation
- All Servers and PC's to be Provided by Purchaser Based on C&A Specs
- Purchaser Responsible for Providing Network Connection from Server to All Read-Zones
- Annual Maintenance/Support Invoiced After 90-Day Warranty Period
-

To accept this quotation, sign here and return: _____

Printed: _____ **Date:** _____/_____/_____

C & A Associates, Inc.

FOR MORE INFORMATION CONTACT:

Matthew Moss
C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726
225.791.7797
mattmoss@caassociates.com

Sole-Source Provider for

PADtrax

The PADtrax RFID Evidence and Accountability system from C&A Associates is the only system available that has successfully employed RFID technology to fully track and monitor items of evidence through the entire evidence management process in a Law Enforcement environment. With PADtrax agencies account for and track tagged evidence items from intake through movement into and out of an area secured with RFID detection devices. This document details reasons why this system is unique and outlines the reasons why the PADtrax system is a sole-source product with patents issued by the U.S. Patent Office (US 9,836,936 B1). PADtrax is the first structure specifically designed for the use of RFID Technology throughout the entire process of tracking evidence and evidence chain-of-custody assurance, and as such is the only product that is available for this use (i.e. it is a Sole Source product for tracking evidence in a Law Enforcement environment).

A common application for RFID integrators is to make a provision in software that allows an RFID "Smart Label" to be attached to an item so that it can be located with a handheld reader. While this does accomplish the task of making item location easier, it does not assist with any other process of item handling.

Some integrators do attempt to go beyond this by implementing "Chokepoint" or "Zone" technology into tracking. However, these attempts are often very coarse in their approach. The Zones log the status of a tagged item based on whether the mounted hardware successfully reads the tag. This process may be adequate in situations of less-critical tracking, more predictable movements (such as forklifts and conveyor belts), or situations where items can take a long time to be read, this would not be adequate for evidence room environments.

This is because of a few very important factors:

1. Evidence is transported in and out of evidence by humans. Human bodies introduce a multitude of effects in RF environments.

2. Humans never do the same thing twice. Sometimes items are carried on the left, sometimes the right, etc.

3. Different quantities of items move quickly through the door each time.

4. Most critically, stationary items are often stored within the distance the RFID antenna can read moving objects. This means RFID chokepoint systems must be able to distinguish between moving and stationary items, which is often quite difficult to do in environments that are not tightly controlled (such as lab and testing environments). Most adjustments made to accomplish this are performed at a tradeoff (reliability, read time, etc). PADtrax utilizes proprietary phase-angle analysis and other algorithms in order to make decisions regarding tag movement, inventory, and more.

5. PADtrax analyzes a multitude of data in near-real-time to determine whether a RFIDtagged item is on the inside or outside of the closed door of the evidence room, because such measures are critical when tracking the movement of evidence, which is different than tracking things as they move across a loading dock, conveyor belt, etc.

6. PADtrax is designed to minimize the amount of physical constraint on users. The PADtrax system will accommodate the variances in the way evidence officers move items in and out.

These steps, and other procedures in the software, have allowed C&A Associates to receive award and issuance of a patent from the U.S. Patent Office for our use of RFID Technology specifically towards evidence chain-of-custody. We only use PADtrax for evidence accountability which sets us apart from other companies offering one system for all installations.

As the inventor and owner of the PADtrax product line, C&A is the sole-source provider for the PADtrax Evidence Accountability System.



Date: January 1, 2025

Matthew L. Moss
President
C&A Associates
mattmoss@caassociates.com
800.679.7764

C & A Associates, Inc.

FOR MORE INFORMATION CONTACT:

Matthew Moss
C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726
225.791.7797
mattmoss@caassociates.com

Sole-Source Provider for

PADtrax

The PADtrax RFID Evidence and Accountability system from C&A Associates is the only system available that has successfully employed RFID technology to fully track and monitor items of evidence through the entire evidence management process in a Law Enforcement environment. With PADtrax agencies account for and track tagged evidence items from intake through movement into and out of an area secured with RFID detection devices. This document details reasons why this system is unique and outlines the reasons why the PADtrax system is a sole-source product with patents issued by the U.S. Patent Office (US 9,836,936 B1). PADtrax is the first structure specifically designed for the use of RFID Technology throughout the entire process of tracking evidence and evidence chain-of-custody assurance, and as such is the only product that is available for this use (i.e. it is a Sole Source product for tracking evidence in a Law Enforcement environment).

A common application for RFID integrators is to make a provision in software that allows an RFID "Smart Label" to be attached to an item so that it can be located with a handheld reader. While this does accomplish the task of making item location easier, it does not assist with any other process of item handling.

Some integrators do attempt to go beyond this by implementing "Chokepoint" or "Zone" technology into tracking. However, these attempts are often very coarse in their approach. The Zones log the status of a tagged item based on whether the mounted hardware successfully reads the tag. This process may be adequate in situations of less-critical tracking, more predictable movements (such as forklifts and conveyor belts), or situations where items can take a long time to be read, this would not be adequate for evidence room environments.

This is because of a few very important factors:

1. Evidence is transported in and out of evidence by humans. Human bodies introduce a multitude of effects in RF environments.

2. Humans never do the same thing twice. Sometimes items are carried on the left, sometimes the right, etc.

3. Different quantities of items move quickly through the door each time.

4. Most critically, stationary items are often stored within the distance the RFID antenna can read moving objects. This means RFID chokepoint systems must be able to distinguish between moving and stationary items, which is often quite difficult to do in environments that are not tightly controlled (such as lab and testing environments). Most adjustments made to accomplish this are performed at a tradeoff (reliability, read time, etc). PADtrax utilizes proprietary phase-angle analysis and other algorithms in order to make decisions regarding tag movement, inventory, and more.

5. PADtrax analyzes a multitude of data in near-real-time to determine whether a RFIDtagged item is on the inside or outside of the closed door of the evidence room, because such measures are critical when tracking the movement of evidence, which is different than tracking things as they move across a loading dock, conveyor belt, etc.

6. PADtrax is designed to minimize the amount of physical constraint on users. The PADtrax system will accommodate the variances in the way evidence officers move items in and out.

These steps, and other procedures in the software, have allowed C&A Associates to receive award and issuance of a patent from the U.S. Patent Office for our use of RFID Technology specifically towards evidence chain-of-custody. We only use PADtrax for evidence accountability which sets us apart from other companies offering one system for all installations.

As the inventor and owner of the PADtrax product line, C&A is the sole-source provider for the PADtrax Evidence Accountability System.



Date: January 1, 2025

Matthew L. Moss
President
C&A Associates
mattmoss@caassociates.com
800.679.7764

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Request For Qualification Award *Grant Writing and Administration Services*

Requested Action
Approve awarding Term Contracts to the top five firms for Grant Writing and Administration Services.

Staff Report
Request for Qualifications (RFQ) No. 25-091 was issued on July 22, 2025, to establish an on-call consulting services contract across multiple disciplines. The purpose of the RFQ was to create a pre-qualified pool of consultants who may be invited to participate in future project-specific requests as needs arise. The solicitation was competitively bid, formally advertised, and is in full compliance with the City of Clermont's Procurement Policy and Procedures. A total of 76 responses were received across 21 disciplines. The Procurement Department categorized firms by discipline, and the Grant Writing and Administration Services discipline was evaluated. For the Grant Writing and Administration Services discipline, 16 firms submitted a response. An evaluation committee consisting of three staff members reviewed, scored, and ranked the submittals for the Grant Writing and Administration Services. Based on their qualifications, knowledge, and experience in the field, the following five firms were recommended for award by the evaluation committee: Halff Associates, Inc. Kimley-Horn and Associates, Inc. Toole Design Group LLC. Woodard & Curran Inc. Wade Trim, Inc. The initial contract terms will be three (3) years, with up to three (3) additional one-year renewal periods at the City's discretion. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Additional Analysis

Fiscal Impact Summary
There is no immediate fiscal impact. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFQ 25-091 Notice of Intent to Award	RFQ 25-091 Notice of Intent to Award.pdf
2. Scorecard Grant Writing and Administration Services	Scorecard Grant Writing and Administration Services.xlsx

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

NOTICE OF INTENT TO AWARD

RFQ No. 25-091

Multidisciplinary Professional On-Call Consulting Services

Grant Writing and Administration Services

RESPONSE DEADLINE: September 18, 2025, at 2:00 pm

Wednesday, March 25, 2026

After careful and thorough review of all responses received to solicitation number 25-055 for the Grant Writing and Administration Services discipline, the City hereby issues this Award Recommendation to the following companies:

Halff Associates Inc.

Kimley-Horn and Associates Inc.

Toole Design Group LLC.

Woodard & Curran Inc.

Wade Trim, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

Evaluator 1	Alliant Engineering, Inc. | Tampa, FL	Aura Holdings LLC | Kissimmee, FL	Ayres Associates Inc | Tampa, FL	CPH Consulting, LLC | Orlando, FL
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5
Company Background 0-10 Points	7	6	8	7
Company Project Experience 0-10 Points	20	15	20	17.5
Personnel Experience 0-10 Points	18	10	16	16
Methodology and Approach 0-10 Points	10.5	9	10.5	13.5
Risk Assessment Plan 0-10 Points	8	6	7	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0
Quality of Submittal 0-10 Points	9	6	5	9
Total Points	77.50	57.00	71.50	76.00

Evaluator 2	Alliant Engineering, Inc. | Tampa, FL	Aura Holdings LLC | Kissimmee, FL	Ayres Associates Inc | Tampa, FL	CPH Consulting, LLC | Orlando, FL
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5
Company Background 0-10 Points	10	4	9	10
Company Project Experience 0-10 Points	22.5	10	22.5	25
Personnel Experience 0-10 Points	18	10	18	20
Methodology and Approach 0-10 Points	15	9	15	15
Risk Assessment Plan 0-10 Points	10	6	10	10
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0
Quality of Submittal 0-10 Points	10	2	10	10
Total Points	90.50	46.00	89.50	95.00

Evaluator 3	Alliant Engineering, Inc. | Tampa, FL	Aura Holdings LLC | Kissimmee, FL	Ayres Associates Inc | Tampa, FL	CPH Consulting, LLC | Orlando, FL
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5
Company Background 0-10 Points	8	7	9	9
Company Project Experience 0-10 Points	22.5	20	22.5	15
Personnel Experience 0-10 Points	14	18	18	14
Methodology and Approach 0-10 Points	13.5	9	13.5	10.5
Risk Assessment Plan 0-10 Points	9	7	10	6
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0
Quality of Submittal 0-10 Points	9	6	9	7
Total Points	81.00	72.00	87.00	66.50

Total Average Score	83.00	58.33	82.67	79.17
Ranking Order	6	16	7	11

GRANT WRITING AND ADMINISTRATION SERVICES SCORECARD RESULTS

Hale Innovation, LLC | Maitland, FL	Halff Associates, Inc. | Tavares, FL	Iteris, Inc. | Tampa, FL	Jacobs Engineering Group Inc. | Orlando, FL	Kimley-Horn and Associates, Inc. | Orlando, FL	Pale Blue Dot Consulting | St. Petersburg, FL
5	5	5	5	5	5
6	8	8	7	8	6
17.5	22.5	17.5	20	22.5	12.5
14	18	16	16	16	12
10.5	9	12	9	13.5	12
6	8	7	7	8	7
0	5	0	0	0	0
5	8	8	8	8	8
64.00	83.50	73.50	72.00	81.00	62.50

Hale Innovation, LLC | Maitland, FL	Halff Associates, Inc. | Tavares, FL	Iteris, Inc. | Tampa, FL	Jacobs Engineering Group Inc. | Orlando, FL	Kimley-Horn and Associates, Inc. | Orlando, FL	Pale Blue Dot Consulting | St. Petersburg, FL
5	5	5	5	5	5
10	10	9	9	10	8
25	25	22.5	22.5	25	20
20	20	18	18	20	18
15	15	15	15	15	13.5
10	10	10	10	10	10
0	5	0	0	0	0
10	10	10	9	10	8
95.00	100.00	89.50	88.50	95.00	82.50

Hale Innovation, LLC | Maitland, FL	Halff Associates, Inc. | Tavares, FL	Iteris, Inc. | Tampa, FL	Jacobs Engineering Group Inc. | Orlando, FL	Kimley-Horn and Associates, Inc. | Orlando, FL	Pale Blue Dot Consulting | St. Petersburg, FL
5	5	5	5	5	5
8	9	8	8	9	7
17.5	20	17.5	15	22.5	17.5
14	18	14	14	18	12
10.5	12	13.5	10.5	15	12
7	7	9	7	8	8
0	5	0	0	0	0
8	7	9	8	9	6
70.00	83.00	76.00	67.50	86.50	67.50

76.33	88.83	79.67	76.00	87.50	70.83
13	1	10	14	2	15

Toole Design Group, LLC | Silver Springs, MD	Wade Trim, Inc. | Tampa, FL	Willdan Engineering | Anaheim, CA	Woodard & Curran | Tampa, FL	Wright-Pierce | Maitland, FL	WSB, LLC | Jacksonville, FL
5	5	5	5	5	5
7	7	8	7	8	7
20	20	12.5	20	15	20
16	16	16	16	16	14
10.5	13.5	12	13.5	12	9
8	8	8	9	8	7
0	0	0	0	0	0
8	9	8	8	7	8
74.50	78.50	69.50	78.50	71.00	70.00

Toole Design Group, LLC | Silver Springs, MD	Wade Trim, Inc. | Tampa, FL	Willdan Engineering | Anaheim, CA	Woodard & Curran | Tampa, FL	Wright-Pierce | Maitland, FL	WSB, LLC | Jacksonville, FL
5	5	5	5	5	5
10	10	10	10	10	8
25	22.5	22.5	25	25	20
20	18	20	20	20	18
15	15	15	15	15	13.5
10	10	10	10	10	9
0	0	0	0	0	0
10	9	9	10	10	8
95.00	89.50	91.50	95.00	95.00	81.50

Toole Design Group, LLC | Silver Springs, MD	Wade Trim, Inc. | Tampa, FL	Willdan Engineering | Anaheim, CA	Woodard & Curran | Tampa, FL	Wright-Pierce | Maitland, FL	WSB, LLC | Jacksonville, FL
5	5	5	5	5	5
9	9	9	9	9	8
25	22.5	22.5	20	17.5	22.5
20	18	14	18	18	16
13.5	13.5	13.5	12	13.5	13.5
10	8	9	9	8	9
0	0	0	0	0	0
10	9	8	8	9	9
92.50	85.00	81.00	81.00	80.00	83.00

87.33	84.33	80.67	84.83	82.00	78.17
3	5	9	4	8	12

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Request For Qualification Award *Building Inspector Services*

Requested Action
Aproval awarding Term Contracts to the three firms for Building Inspector Services.

Staff Report
Request for Qualifications (RFQ) No. 25-091 was issued on July 22, 2025, to establish an on-call consulting services contract across multiple disciplines. The purpose of the RFQ was to create a pre-qualified pool of consultants who may be invited to participate in future project-specific requests as needs arise. The solicitation was competitively bid, formally advertised, and is in full compliance with the City of Clermont's Procurement Policy and Procedures. A total of 76 responses were received across 21 disciplines. The Procurement Department categorized firms by discipline, and the Building Inspector Services discipline was evaluated. For the Building Inspector Services discipline, three (3) firms submitted a response. An evaluation committee consisting of three staff members reviewed, scored, and ranked the submittals for the Building Inspector Services. Based on their qualifications, knowledge, and experience in the field, the following three firms were recommended for award by the evaluation committee: Beryl Project Engineering LLC. UES Professional Solutions LLC. Willdan Engineering, Inc. The initial contract terms will be three (3) years, with up to three (3) additional one-year renewal periods at the City's discretion. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Additional Analysis

Fiscal Impact Summary
There is no immediate fiscal impact. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFQ 25-091 Notice of Intent to Award	RFQ 25-091 Notice of Intent to Award.pdf
2. Scorecard Building Inspector Services	Scorecard Building Inspector Services.pdf

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

NOTICE OF INTENT TO AWARD

RFQ No. 25-091

Multidisciplinary Professional On-Call Consulting Services

Building Inspector Services

RESPONSE DEADLINE: September 18, 2025, at 2:00 pm

Friday, March 27, 2026

After careful and thorough review of all responses received to solicitation number 25-055 for the Building Inspector Services discipline, the City hereby issues this Award Recommendation to the following companies:

Beryl Project Engineering LLC.

UES Professional Solutions LLC.

Willdan Engineering, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

BUILDING INSPECTOR SCORECARD RESULTS

Evaluator 1	Beryl Project Engineering | Tampa, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5
Company Background 0-10 Points	7	8	8
Company Project Experience 0-10 Points	8	8	8
Personnel Experience 0-10 Points	7	8	7
Methodology and Approach 0-10 Points	7	7	7
Risk Assessment Plan 0-10 Points	7	7	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0
Quality of Submittal 0-10 Points	7	7	8
Total Points	48.00	50.00	51.00

Evaluator 2	Beryl Project Engineering | Tampa, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5
Company Background 0-10 Points	8	7	8
Company Project Experience 0-10 Points	9	8	8
Personnel Experience 0-10 Points	8	8	8
Methodology and Approach 0-10 Points	9	8	8
Risk Assessment Plan 0-10 Points	9	8	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0
Quality of Submittal 0-10 Points	9	8	8
Total Points	57.00	52.00	53.00

Evaluator 3	Beryl Project Engineering | Tampa, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5
Company Background 0-10 Points	7	7	8
Company Project Experience 0-10 Points	8	7	7
Personnel Experience 0-10 Points	9	7	7
Methodology and Approach 0-10 Points	8	9	8
Risk Assessment Plan 0-10 Points	6	8	9
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0
Quality of Submittal 0-10 Points	8	8	8
Total Points	51.00	51.00	52.00

Total Average Score	52.00	51.00	52.00
Ranking Order	1	3	1

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Request For Qualification Award *Geotechnical Services*

Requested Action
Aprove awarding Term Contracts to the top three firms for Geotechnical Services.

Staff Report
Request for Qualifications (RFQ) No. 25-091 was issued on July 22, 2025, to establish an on-call consulting services contract across multiple disciplines. The purpose of the RFQ was to create a pre-qualified pool of consultants who may be invited to participate in future project-specific requests as needs arise. The solicitation was competitively bid, formally advertised, and is in full compliance with the City of Clermont's Procurement Policy and Procedures. A total of seventy-six (76) responses were received across twenty-one (21) disciplines. The Procurement Department categorized firms by discipline, and the Geotechnical Services discipline was evaluated. For the Geotechnical Services discipline, seven (7) firms submitted a response. An evaluation committee consisting of three staff members reviewed, scored, and ranked the submittals for the Geotechnical Services. Based on their qualifications, knowledge, and experience in the field, the following three firms were recommended for award by the evaluation committee: Ardaman & Associates, Inc. Geotechnical and Environmental Consultants, Inc. Nadic Engineering Services, Inc. The initial contract terms will be three (3) years, with up to three (3) additional one-year renewal periods at the City's discretion. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Additional Analysis

Fiscal Impact Summary
There is no immediate fiscal impact. Funding for services will be determined on a project-by-project basis and will be allocated from the respective year's approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFQ 25-091 Notice of Intent to Award	RFQ 25-091 Notice of Intent to Award.pdf
2. Geotechnical Services Scorecard	Geotechnical Services Scorecard.pdf

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

NOTICE OF INTENT TO AWARD

RFQ No. 25-091

Multidisciplinary Professional On-Call Consulting Services

Geotechnical Services

RESPONSE DEADLINE: September 18, 2025, at 2:00 pm

Friday, March 27, 2026

After careful and thorough review of all responses received to solicitation number 25-055 for the Geotechnical Services discipline, the City hereby issues this Award Recommendation to the following companies:

Ardaman & Associates, Inc.

Geotechnical and Environmental Consultants, Inc.

Nadic Engineering Services, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

GEOTECHNICAL SCORECARD RESULTS

Evaluator 1	Ardaman & Associates, Inc | Orlando, FL	Geotechnical and Environmental Consultants, Inc. (GEC) | Orlando, FL	Nadic Engineering Services | Orlando, FL	Terracon Consultants, Inc. | Winter Park, FL	Tierra, Inc. | Winter Garden, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5
Company Background 0-10 Points	9	7	7	8	8	8	8
Company Project Experience 0-10 Points	8	7	7	8	8	8	8
Personnel Experience 0-10 Points	8	7	8	8	8	8	7
Methodology and Approach 0-10 Points	8	8	8	7	8	7	7
Risk Assessment Plan 0-10 Points	7	8	8	7	8	7	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	8	7	8	8	8	7	8
Total Points	53.00	49.00	51.00	51.00	53.00	50.00	51.00

Evaluator 2	Ardaman & Associates, Inc | Orlando, FL	Geotechnical and Environmental Consultants, Inc. (GEC) | Orlando, FL	Nadic Engineering Services | Orlando, FL	Terracon Consultants, Inc. | Winter Park, FL	Tierra, Inc. | Winter Garden, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5
Company Background 0-10 Points	8	8	8	8	8	7	9
Company Project Experience 0-10 Points	8	8	8	8	7	8	9
Personnel Experience 0-10 Points	8	8	8	8	8	8	8
Methodology and Approach 0-10 Points	8	9	9	8	7	7	8
Risk Assessment Plan 0-10 Points	8	8	8	8	8	8	8
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	8	8	8	8	8	8	8
Total Points	53.00	54.00	54.00	53.00	51.00	51.00	55.00

Evaluator 3	Ardaman & Associates, Inc | Orlando, FL	Geotechnical and Environmental Consultants, Inc. (GEC) | Orlando, FL	Nadic Engineering Services | Orlando, FL	Terracon Consultants, Inc. | Winter Park, FL	Tierra, Inc. | Winter Garden, FL	UES Professional Solutions, LLC | Orlando, FL	Willdan Engineering | Anaheim, CA
License & Insurance Pass = 5 Points Fail = 0 Point	5	5	5	5	5	5	5
Company Background 0-10 Points	9	9	9	7	7	7	8
Company Project Experience 0-10 Points	8	9	8	8	9	8	6
Personnel Experience 0-10 Points	9	8	8	8	7	8	7
Methodology and Approach 0-10 Points	8	8	9	8	7	8	6
Risk Assessment Plan 0-10 Points	8	8	8	8	7	8	7
Business Location Lake County = 5 Points All Others = 0 Point	0	0	0	0	0	0	0
Quality of Submittal 0-10 Points	8	8	8	8	7	8	7
Total Points	55.00	55.00	55.00	52.00	49.00	52.00	46.00

Total Average Score	53.67	52.67	53.33	52.00	51.00	51.00	50.67
Ranking Order	1	3	2	4	5	5	7

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Bid Award *Bleach Tanks*

Requested Action
Approve awarding the bid and execute a contract with KC Petroleum LLC to provide all labor, materials, and equipment necessary for the replacement of two 6,000-gallon bleach tanks in the amount of $93,977.

Staff Report
The Procurement Services Department, in coordination with the Public Services - Sewer Department, recommends approval of this action. The Public Services - Sewer Department consulted with the Procurement Services Department to determine the most effective contracting method for the replacement of two 6,000-gallon bleach tanks. As a result, the Procurement Services Department issued Request for Bid (RFB) No. 26-053 to procure these services. The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of five (5) responses were received. The purpose of this project is to replace two (2) existing 6,000-gallon bleach storage tanks at the Wastewater Treatment Plant. The current tanks are over 20 years old and are in need of replacement. The work includes the removal and proper disposal of the existing tanks and associated components, as well as furnishing and installing new tanks, piping, and related equipment. The contractor will provide all labor, materials, and equipment necessary to complete the project and will be responsible for restoring the work area to its original condition upon completion. Southeastern Construction submitted the apparent low bid. However, upon review, the proposed project schedule includes extended lead times that do not demonstrate the ability to meet the required 60-day completion timeframe outlined in the solicitation. As a result, Southeastern Construction is not considered the lowest responsive and responsible bidder. The next lowest bidder, KC Petroleum LLC, meets all solicitation requirements, including the project timeline, and is recommended for award. This project was approved during the budget process and will be funded through the Sewer Fund, Account No. 42535-66401.

Additional Analysis

Fiscal Impact Summary
This project was approved during the budget process and will be funded through the Sewer Fund, Account No. 42535-66401.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$93,977	42535-66401 Sewer Capital Equipment	$424,010.33

Exhibits Attached (copies of original agreements)	
1. RFB 26-053 Evaluation Tabulation	RFB 26-053 Evaluation Tabulation.pdf
2. RFB 26-053 Notice of Intent to Award	RFB 26-056 Notice of Intent to Award.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 26-053

Replacement of Two 6,000-Gallon Bleach Tanks

RESPONSE DEADLINE: February 26, 2026 at 2:00 pm

VENDOR TOTALS

Vendor	Total
Southeastern Construction – Mulberry, FL	$93,444.00*
KC Petroleum LLC – Jacksonville, FL	$93,977.00
JW TECH SERVICES – Tampa, FL	$120,211.06
Snells Mechanical Contractors – Wesley Chapel, FL	$147,205.41
CENSTATE CONTRACTORS INC – Winter Haven, FL	$148,852.00

* The apparent low bidder's proposed schedule includes extended lead times that do not demonstrate the ability to meet the required 60-day completion period outlined in the solicitation. Therefore, the vendor is not considered the lowest responsive and responsible bidder, and the award is recommended to the next lowest responsive and responsible bidder.

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

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-053

Replacement of Two 6,000-Gallon Bleach Tanks

RESPONSE DEADLINE: February 26, 2026 at 2:00 pm

Thursday, March 26, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-053 titled Replacement of Two 6,000-Gallon Bleach Tanks, the City hereby issues this Award Recommendation to the following company:

KC Petroleum LLC

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Bid Award *Replace Fire Alarm System at City Hall*
Requested Action
Request approval of awarding the bid and execute a contract with Frontline Integration Systems, LLC to provide all labor, materials, and equipment necessary for replacing the existing proprietary Simplex fire alarm system at City Hall with a new, fully addressable, non-proprietary fire alarm system in the budgeted amount of $71,010.
Staff Report
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. The Public Services Department issued RFB 26-058 on January 27, 2026, to obtain a qualified contractor to replace the existing proprietary Simplex fire alarm system at City Hall with a new, fully addressable, non-proprietary fire alarm system. The solicitation was formally advertised, competitively bid, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of six (6) responses were received. This project includes all labor, materials, equipment, supervision, tools, transportation, expendables, and permitting necessary to replace the existing Simplex proprietary fire alarm system with a new fully addressable, non-proprietary fire alarm system. The new system shall be code-compliant, UL-listed, and installed in accordance with NFPA, Florida Building Code, Florida Fire Prevention Code, and the manufacturer's directions. Staff recommends awarding the contract to the lowest responsive and responsible bidder, Frontline Integration Systems, LLC, in the amount of $71,010, who meets all terms, conditions, and specifications outlined in the RFB.
Additional Analysis
Fiscal Impact Summary
The fiscal impact of $71,010 is included in the FY26 approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$71,010	32549-66201-19103	$198,700

Exhibits Attached (copies of original agreements)	
1. RFB 26-058 Bid Tabulation	RFB 26-058 Bid Tabulation.pdf
2. RFB 26-058 Notice of Intent to Award	RFB 26-058 Notice of Intent to Award.pdf

City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 26-058

Rebid: Replacement of Fire Alarm System and Control Panel at Clermont City Hall

RESPONSE DEADLINE: March 5, 2026 at 2:00 pm

VENDOR TOTALS

Vendor	Total
Frontline Integration Systems LLC – Deland, FL	$71,010.00
Security Alarm Corporation – Port Charlotte, FL	$82,495.00
Sciens Building Solutions Orlando – Orlando, FL	$83,540.00
Wayne Automatic Fire Sprinklers, Inc – Ocoee, FL	$84,900.00
Heatwave Fire and Safety, LLC – Winter Haven, FL	$85,571.87
JSC Systems, Inc – Jacksonville, FL	$199,410.53

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

NOTICE OF INTENT TO AWARD

RFB No. RFB 26-058

Rebid: Replacement of Fire Alarm System and Control Panel at Clermont City Hall

RESPONSE DEADLINE: March 5, 2026 at 2:00 pm

Wednesday, March 18, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-058 titled Rebid: Replacement of Fire Alarm System and Control Panel at Clermont City Hall, the City hereby issues this Award Recommendation to the following company:

Frontline Integration Systems LLC

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Piggyback Term Contract *Reservoir Environmental Cleaning Services*

Requested Action
Request to approve to piggyback the City of Orlando Term Contract No. IFB23-0211 with US Submergent Technologies, LLC to provide vacuum cleaning services for aeration basins, including the removal and disposal of sludge, sediment, grit, and debris to support wastewater treatment operations 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 City of Orlando Term Contract No. IFB23-0211, as a suitable procurement vehicle for vacuum cleaning services for aeration basins, including the removal and disposal of sludge, sediment, grit, and debris to support wastewater treatment operations. 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 four (4) month agreement, with the option for two (2) additional one (1) year renewal periods at the City's discretion. The estimated contract value for the initial four-month term is $35,000, based on an estimated annual value spend amount of $100,000 with a start date of April 15, 2026. This contract will provide environmental cleaning services for utility infrastructure, including vacuum removal and disposal of sludge, sediment, and debris from aeration basins and related wastewater systems, as well as high-pressure cleaning and proper disposal to support routine maintenance and operational needs. Funding will be determined on a project-by-project basis and allocated from the Sewer Fund, Account No. 42535-54614, 42535-54619. 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 and allocated from the Sewer Fund, Account No. 42535-54614 and 42535-54619.

Fiscal Impact	Fund Number and Description	Available Budget Amount

$4,000 $31,000	42535-54614, Repair & Maint-Equip-Treatment 42535-54619 Equipment Repair and Maintenance - Lift Stations	$4,071.33 $219,941.68

Exhibits Attached (copies of original agreements)	
1. IFB23-0211 Term Contract	IFB23-0211 Term Contract.pdf
2. IFB23-0211 Pricing	IFB23-0211 Pricing.pdf

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

CITY OF ORLANDO

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED NON-RESPONSIVE

City of Orlando

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

TABLE OF CONTENTS

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7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS .....
8. VIRTUAL BID OPENING .....

Attachments:

A - IFB_Attachments_A_-_I_RECS 23-0211

B - IFB_Bid Price Form_23-0211

1. INTRODUCTION

1.1. Summary

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

1.2. Contact Information

Direct all questions and inquiries to the following:

Javarie McDonald
Purchasing Agent II
400 S Orange Avenue
Procurement and Contract Division 4th Floor
Orlando, FL 32801
Email: javarie.mcdonald@orlando.gov
Phone: (407) 246-2364

Department:
Procurement and Contracts Division

1.3. Timeline

Note: All time references in this solicitation are to City of Orlando local time on the date specified.

Issue Date	March 3, 2023
Cut-off date for Questions by Bidder	March 10, 2023, 5:00pm

Bid Due Date and Time	April 4, 2023, 2:00pm JOIN THE VIRTUAL BID OPENING. Online: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFlMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZl%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 280 261 905 108

2. GENERAL INFORMATION

2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

A. Bid documents are available for download from the VendorLink website:
   - You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser: vendorlink.cityoforlando.net

B. You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando

Procurement and Contracts Division

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: vendorlink.cityoforlando.net for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

2.4. PRE-BID CONFERENCE, IF APPLICABLE

If applicable, the purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

3. BID SUBMITTALS

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

A. **Bid Pricing** - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), see **Section 7**.

B. **Attachment A** - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.

C. **Attachment B** - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

E. **Attachment D** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

F. **Attachment E** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

G. **Attachment F** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

H. **Attachment G** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

I. **Attachment H** - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

J. **Attachment I** – Certification Regarding Prohibition Against Contracting With Scrutinized Companies. This form must be downloaded, completed, and uploaded as a part of the bid package.

K. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.

L. Bid Security, if applicable.

M. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

4. SCOPE OF WORK

4.1. General

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

4.2. Scope of Work

A. The Contractor shall furnish all labor (to include personnel certified to enter confined spaces), materials and equipment necessary for properly cleaning various size structures and equipment in confined space entries , and requires the application of reasonable initiative and independent judgement. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.

B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure, and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.

C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop

system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.

D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

4.3. Equipment

A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 15 cubic yard debris tank, capable of being pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable of operating in conjunction with pressurized roll off containers.

B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

C. High Velocity Water Jet Cleaning:

1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.

2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

D. Hydraulically Propelled Cleaning Equipment:

The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

E. Debris Collection:

1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. Any damage resulting from Contractor negligence shall be repaired by a licensed contractor or a City of Orlando contractor at no cost to and to the satisfaction of the City. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.

2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.

3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

4.4. Execution

A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.

B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.

C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.

D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

4.5. Pollution and Noise Controls

A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.

2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.

4. Fugitive Dust:

a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m3 when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

a. Dust Control

(1) Cover loads of materials, debris and soil transported from construction sites.

(2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(3) Establish regular cycles and locations for washing trucks which haul soil from the site.

(4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

(5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.

(7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City.

C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method

of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.

2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.

4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City.

-End of Section-

5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

- Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
- During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
- Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

C. Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers

and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

5.2. BIDDER QUALIFICATION

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

5.3. ALTERATIONS/CHANGES TO BID PRICE FORM(S)

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

5.4. ADDENDA

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5.5. UNBALANCED BIDS

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup

documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

5.6. WITHDRAWAL OF BIDS

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

5.8. IRREVOCABLE OFFER

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

5.10. BIDDER'S CERTIFICATION FORM

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

5.11. SUBMITTAL OF BIDS

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

5.14. SPECIFICATIONS

A. The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in their bid exactly what he proposes to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit

working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

D. Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

E. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

F. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

5.19. MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);

c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

d. the Purchase Order or contract number as supplied by the City; and

e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.25. INSPECTION OF PUBLIC RECORDS

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

5.26. IRREGULAR BIDS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

5.27. CONTINGENT FEES

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.28. EVALUATION OF BID AWARD

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

5.29. AWARD OR REJECTION OF BIDS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

A. The ability, capacity, and skill of the Bidder to perform the service required.

B. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

C. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. The quality of performance of previous contracts or services.

E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.

H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

I. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.

J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-yearperiod, whichever is later.

5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance

Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall because for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to make an award.

Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and

Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

5.43. INDEMNIFICATION

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.

D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

   - Workers' compensation: Statutory
   - Employer's Liability: $100,000 each occurrence

2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single

- Property damage: limit each occurrence

3. Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, 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. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single
   - Property damage: limit each occurrence

4. Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

   - The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of $300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.
   - It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis

and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.

6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of $1,000,000, with a maximum deductible of $100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.

7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than $10,000,000 per occurrence.

    - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than $10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from "sudden accidental" or "gradual" pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000.000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if

the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to

ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. BID PRICES

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid awards for services which involve City expenditures that exceed $100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter

of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

A. Any amount if, at the time of bidding on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, or entering into or renewing such contract, the company:

    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

    2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this

solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

6. SPECIAL TERMS AND CONDITIONS

6.1. AUTOMATED ORDER ENTRY SYSTEM

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

6.4. REPORTING

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

6.6. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Invitation for Bids is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

6.7. FDEP COMPLIANCE

Contractor shall contact the Orange County Environmental Protection Division at 407.836.1400 for instructions relating to Petroleum Storage Tank Compliance (FDEP local program office) notification requirements prior to the start of installation or removal of any aboveground and/or underground petroleum storage tanks. A 30- day/48-hour notice is required for all tank installations and a 10-day/48-hour notice is required for tank removals.

6.8. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

7.1. BID PRICE INSTRUCTIONS FOR BIDDERS

A. Once you have logged into your VendorLink account, go to the solicitation in which you want to bid on. Then click on "Submit a Quote/Bid."

B. There are two methods to submit your pricing:

1. **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
    a. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
    b. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
    c. Upload the spreadsheet to VendorLink.
    d. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
2. **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.

C. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.

D. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

8. VIRTUAL BID OPENING

JOIN THE VIRTUAL BID OPENING: Friday, March 31, 2023 TIME: 2:00 PM at the location stated in the Introduction Section.

INSTRUCTIONS:

A. **Select a method to join.**

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4

B. **Choose your device and download Teams.**

1. Go to https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

C. **Provide live public comment**

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

ATTACHMENT A

BIDDER'S QUESTIONNAIRE

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): n/a %, if paid within n/a days after receipt of invoice.

2. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)

   ☐ J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)

   ■ ACH – Automated Clearing House (net 30)

   ☐ Check (net 45)

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ____ Yes X No

4. CONTACT INFORMATION

U.S. Submergent Technologies, LLC
Name of Company

Denver J. Stutler, Jr.
Name of Contact Individual

2201 Cantu Court, Suite 116
Contact Address

Sarasota, FL 34232
Contact City, State, Zip

941-216-0149
Contact Telephone Number

dstutler@usstholdings.com
Contact Email Address

078664751
DUNS Number (Dun & Bradstreet)

5. EXPERIENCE:

A. Years in business: 12
B. Years in business under this name: 6
C. Years performing this type of work: 10

6. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: U.S. Submergent Technologies, LLC
B. Address of local service center: 2153 Rayburn St., Orlando, FL 32824
C. County local service center is located in: Orange
D. Contact: Mike Cannon Telephone number: 407-244-0410

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
None intended to be used			

8. RECYCLED CONTENT:

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: N/A %
B. Is your product packaged/shipped in material containing recycled content? Yes ___ No X
C. Is your product recyclable after it has reached its intended end use? Yes ___ No X

9. REFERENCES:

Please provide references related to the scope of work.

Reference #1:
Name: Lee County Utilities
Address: 1366 San Souci Dr., Ft Myers, FL 33919
Telephone No.: 239-634-8996 Fax No.: 239-634-8996
Contact: Bobby Dick, Jr.
E-mail: rdickjr@leegov.com
Project/Contract Title: Fiesta Village West Oxidation Ditch
Project Contract Number: B210331TRD
Project/Contract Amount: $333,812.50
Project/Substantial Completion Date or Percent Complete: Dec 2022

Reference #2:
Name: Palm Beach County WUD
Address: 8100 Forest Hill Dr., West Palm Beach, FL 33413
Telephone No.: 561-307-6718 Fax No.: 561-307-6718
Contact: Anthony Deutsch
E-mail: afdeutsch@pbcwater.com
Project/Contract Title: WRWRF Oxidation Ditch 2

Project Contract Number: 20-024/CC Tank Cleaning Services
Project/Contract Amount: 231,573.00
Project/Substantial Completion Date or Percent Complete: Mar 2023

Reference #3:
Name: City of Fort Lauderdale
Address: 949 NW 38th St., Ft. Lauderdale, FL 33309
Telephone No.: 954-828-4122 Fax No.: 954-828-4122
Contact: Justin Murray
E-mail: jmurray@fortlauderdale.gov
Project/Contract Title: GT Lohmeyer WWTP Sludge Tank
Project Contract Number: PP223228
Project/Contract Amount: 95222.35
Project/Substantial Completion Date or Percent Complete: Jul 2022

Reference #4:
Name: Miami Dade Water and Sewer
Address: 6825 SW 87th Ave., Miami, FL 33173
Telephone No.: 305-607-5670 Fax No.: 305-607-5670
Contact: Frank Lozano
E-mail: flozano@miamidade.gov
Project/Contract Title: RTQ-00662 Dewatering and Tank Cleaning Services
Project Contract Number: Reservoir Cleaning Services
Project/Contract Amount: $313,000.00
Project/Substantial Completion Date or Percent Complete: Dec 2020

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Denver J. Stutler, Jr.	CEO	Principal

ATTACHMENT B

BIDDER'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY: _____
SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

(941) 216-0149
TELEPHONE NUMBER

(941) 216-0149
FAX NUMBER

dstutler@usstholdings.com
E-MAIL ADDRESS

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11th day of April, 2023, by Denver Stutler (name of person) as agent (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies (name of entity/party on behalf of whom instrument was executed).

Elizabeth Goldsmith
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL. 08, 2025
Bonded through 1st State Insurance

(Affix Notary Stamp or Seal Above)

[X] Personally Known or [ ] Produced Identification
Type of Identification Produced _____

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

PHONE: (941) 216-0149

FAX: (941) 216-0149

E-MAIL: **dstutler@usstholdings.com**

State of Florida
County of Florida Sarasota

Sworn to (or affirmed) and subscribed before me this 11th day of April, 2023, by Denver Stutler,

Elizabeth Goldsmith
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification :

Type of Identification:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: _____

This contract is for: All Item Numbers: ✓ or Item Numbers: _____

INITIAL CONTRACT TERM: 6/11/23 to 6/10/26

ACCEPTANCE: (Brian Ferrier per delegation dated 07/31/2023)

CITY OF ORLANDO, FLORIDA

By: Brian Ferrier
~~Chief~~ Procurement ~~Officer~~ Supervisor

~~DAVID BILLINGSLEY, CPSM, C.P.M.~~
Brian Ferrier NIGP-CPP, CPPO
Date: August 1, 2023

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: 8/1, 2023

Delegation of Authority - August 1, 2023

David M Billingsley <DAVID.BILLINGSLEY@orlando.gov>

Mon 7/31/2023 4:25 PM

To:Brian J Ferrier <brian.ferrier@orlando.gov>;Lee R Donate <LEE.DONATE@orlando.gov>;Torry L Connolly <Torry.Connolly@orlando.gov>;J. P. De Guzman <john.deguzman@orlando.gov>;Lenny Koryak <LEONID.KORYAK@orlando.gov>

Cc:Michelle D Mccrimmon <MICHELLE.MCCRIMMON@orlando.gov>

I will be out of the office on Tuesday, August 1, 2023, returning to the office on Wednesday, August 2.

While I am out of the office, Brian Ferrier has delegated authority to sign POs and contracts up to $75,000, POs and contracts between $75,000 and $100,000 with the CFOs approval, and POs and contracts over $100,000 that have been approved by City Council. In addition, Brian has delegated authority during this time to approve RFP Advisory Committees, RFP Advisory Committee minutes, sole source procurements and day-to-day activities.

Thanks,
David

David Billingsley
Chief Procurement Officer
Procurement and Contracts Division
City of Orlando
407.246.2897

CITY OF ORLANDO

Important Update: *City of Orlando's Procurement and Contracts Division has partnered with OpenGov and is excited to announce that* ***on May 1, 2023****, the City began advertising all its new bidding opportunities on OpenGov. To continue to receive solicitation notifications and stay up-to-date on our bidding opportunities, please register for free at our new e-Procurement Portal located here.*

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

ATTACHMENT D

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: **Not Applicable**

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Not Applicable

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

None

Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, L

Name of Company

APRIL 11, 2023

Date

ATTACHMENT G

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	**Detailed Explanation/Justification** with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			

Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, L

Name of Company

April 11, 2023

Date

ATTACHMENT H

ADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid.
The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated 3/31/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

ATTACHMENT I

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

Attachment I – Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
2201 Cantu Ct, Ste 116

Requester's name and address (optional)

6 City, state, and ZIP code
Sarasota, FL 34232

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-			-				

or

Employer identification number
4	5	-	3	8	0	5	2	5	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/4/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

CITY OF ORLANDO

ADDENDUM

DATE: March 31, 2023

TO: All Prospective Respondents

FROM: Javarie McDonald, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: **IFB23 - 0211, Reservoir Environmental Cleaning Services**
Addendum One (1)

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. **THE SOLICITATION DUE DATE IS HEREBY CHANGED**

FROM: April 4, 2023, at 2:00 p.m., Local Time City of Orlando, FL

TO: April 18, 2023, at 2:00 p.m., Local Time City of Orlando, FL

B. **REVISED BID PRICE FORM**

Replace Bid Price Form page one (1) with the revised page included on Attachment "B" of this Addendum.

C. **QUESTIONS RECEIVED AND ANSWERS:**

Question No. One (1):
Because MOT or a water meter are not anticipated to be required on all cleaning projects, would the City consider a markup of 5% on all MOT or water meter invoices required on a project specific basis?

Answer No. One (1):
The City will not consider any markup. MOT is not expected, however "The Contractor shall be responsible for obtaining a water meter and pay all related costs necessary" per section **4.4 EXECUTION "C".**

Question No. Two (2):
In the interest of providing value to the City, would the City consider adding line items for the use of structure assessment capabilities? This would allow for a targeted and more productive cleaning process, thereby saving the City days and money on cleaning. Proposed line items below:

Qty	Unit	Item Description
1	LS	Mobilization and Demobilization (up to 5,000 SF)
1	LS	Mobilization and Demobilization (> 5,001 SF)
1	Per Day	Aerial Access Equipment (e.g. aerial lift, crane)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, up to 5,000 SF)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per SF	computed and mapped (per tank, additional footage >16,500 SF)
1,000	Per SF	In-Situ Density Sampling and Lab Analysis (per tank, up to 5,000 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage >16,500 SF)
1,000	Per CF	QA/QC Bid Quantities

Answer No. Two (2):
The City will not consider adding additional line items to the Bid Price Form.

Question No. Three (3):
What are the MBE/WBE requirements, if any, on this solicitation? We operate patented equipment which is not available in the marketplace and will not typically be able to include subcontractors in our operation.

Answer No. Three (3):
The City looks for opportunities to partner with certified firms that establishes goals of 18% MBE, 6% WBE and 2% VBE if applicable. Please see **ATTACHTMENT D** and **ATTACTMENT E**.

Question No. Four (4):
Will the City allow for Price escalations for inflation or cost increases, for example using an annual CPI adjustment?

Answer No. Four (4):
A price increase at each renewal period may be considered, provided they are reasonable and acceptable to the City. Please see section **5.57. BID PRICES**.

Question No. Five (5):
Will the City specify a minimum gallons per minute for line item 4 "Additional Feature – Jetting (As Required)" of 200 GPM?

Answer No. Five (5):
The City will not revise the Bid Price Form.

Question No. Six (6):
To simplify the disposal, pay items, would the City consider revising lines 12 and 14 to exclude transportation costs (making it disposal cost only), and add a line item for transportation only on a per hour or per mile basis?

Answer No. Six (6):
The City will not revise the Bid Price Form.

Question No. Seven (7):
Would the City consider combining Line Items 10 and 11 into a single item for "Additional Feature – Roll Off Truck and Auxiliary Pressure Box Containment System?

Answer No. Seven (7):
The City will not revise the Bid Price Form.

Question No. Eight (8):
To allow for the inclusion of new cleaning equipment available in the marketplace, would the City consider adding a line item "Additional Feature – 75' Knuckle Boom Crane?

Answer No. Eight (8):
The City will not revise the Bid Price Form.

Question No. Nine (9):
Would the City specify a 2,000 GPM requirement for the downhole pump referenced in line 6 to ensure it can effectively accomplish the requested scope?

Answer No. Nine (9):
Please refer section **4.3 Equipment** as it relates to the downhole pump on page 8–9 of the solicitation.

Question No. Ten (10):
Would the City consider including language making this contract available for Cooperative Purchasing by other agencies? For example, the previous contract included: "43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Answer No. Ten (10):
In reference to section **5.50 Purchasing Agreements with other Government Agencies**: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Question No. Eleven (11):
Would the City consider changing lines 1 & 2 to say "Mobilization and Demobilization – Non-Emergency Basis/In Service Area" and "Mobilization and Demobilization – Emergency Basis/Out of Service Area"?

Answer No. Eleven (11):
The City will not revise the Bid Price Form.

Question No. Twelve (12):
In order to better meet the needs of the City, would the City have interest in including a line item for "Out-of-Scope Services"?

Answer No. Twelve (12):
The City has revised the Bid Price Form to include the "Out-of-Scope Services" for "Labor Hourly Rate Technician/Service Person" and "Additional Material Cost % above cost". Please refer to **Section B of this Addendum, Revised Bid Price Form.**

D. FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the specified date referenced in the solicitation will not be given any consideration. Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

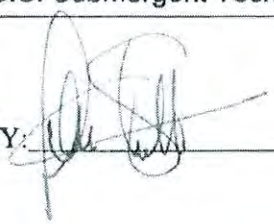
SIGNATURE PAGE

Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY:  APRIL 13, 2023
SIGNATURE/DATE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITIES, STATE, ZIP CODE

(941) 216-0149 (941) 216-0149
AREA CODE WITH TELEPHONE and FAX NUMBERS

***** REVISED BID PRICE FORM *****

You are invited to Bid on the following: IFB23-0211, RESERVOIR ENVIRONMENTAL CLEANING SERVICES

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

BID ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE (In Numerals)	EXTENDED PRICE (In Numerals)
1	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS	$6,500.00	$6,500.00
2	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS	$9,500.00	$9,500.00
3	100	Per Day	BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)	$4,250.00	$425,000.00
4	100	Per Day	ADDITIONAL FEATURE- JETTING (AS REQUIRED)	$1,200.00	$120,000.00
5	100	Per Day	ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES	$2,000.00	$200,000.00
6	100	Per Day	ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING	$2,500.00	$250,000.00
7	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW	$3,000.00	$300,000.00
8	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)	$4,000.00	$400,000.00
9	100	Per Day	ADDITIONAL FEATURE- HEAVY DEBRIS JETTING (GREATER THAN 500 GPM)	$2,500.00	$250,000.00
10	100	Per Day	ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$1,200.00	$120,000.00
11	100	Per Day	ADDITIONAL FEATURE- OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$2,400.00	$240,000.00
12	2500	Per Ton	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)	$105.00	$262,500.00
13	2500	Per Hour	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B. McLEOD RD (INCLUDES TRANSPORTATION)	$35.00	$87,500.00
14	2500	Per Ton	DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL (INCLUDES TRANSPORTATION)	$80.00	$200,000.00
15	1	Per Hour	LABOR HOURLY RATE TECHNICIAN / SERVICE PERSON	$150.00	$150.00
16		Percentage	MATERIAL COST (PARTS, COMPONENTS, SUPPLIES, ETC.) – FURISHED BY THE BIDDER WITH PRIOR APPROVAL BY THE CITY'S REPRESENTATIVE BEFORE USE.	15 %	

TOTAL $ 2,871,150.00

Bidder Initials DJS

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Piggyback Term Contract *Fleet Management Software*

Requested Action
Request approve to piggyback the Sourcewell Term Contract No. 121923-SHI with SHI International Corp. to obtain fleet management software.

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 Sourcewell Term Contract No. 121923-SHI as a suitable procurement vehicle for fleet management software, related implementation, and support services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.

This contract will provide fleet management software and related implementation and support services, including asset tracking, maintenance management, work order tracking, inspections, reporting and analytics, parts and inventory management, warranty management, workflow automation, mobile application access, and user and vendor management.

The contract includes an initial agreement term, with the option for three (3) additional one (1) year renewal periods at the City's discretion. The agreement will begin on April 15, 2026. The prorated cost through October 14, 2026, is $24,126.50, which is within the approved budget. The estimated cost is $42,285 for FY 2027 and $42,285 for FY 2028. The total combined cost for the initial agreement term is $108,696.50.

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

This item is included in the current FY 2025-2026 approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$24,126.50	10549-55219 Software Renewals/Support	$25,000

Exhibits Attached (copies of original agreements)

1.	City of Clermont Proposal - Partnership Overview	City of Clermont Proposal - Partnership Overview.pdf
2.	SHI Quote-27264205	SHI Quote-27264205 .pdf
3.	SHI Quote-27265761	SHI Quote-27265761.pdf
4.	SHI Quote-27373902	SHI Quote-27373902.pdf

Proposal

City of Clermont, FL and Fleetio

Changing Fleet Management

Fleetio is a web-based software platform that is changing how teams manage a fleet through our guiding philosophy:

1. **Simple -** Fleet management software should reduce complexity, not add to it.
2. **Comprehensive -** A central location for all fleet data is key to staying organized.
3. **Collaborative -** Working together as a team is the best way to manage the fleet.
4. **Informative -** Fleet data is useless unless it helps you make better decisions.

Since its inception in 2011, our product has constantly improved based on the feedback of our more than 7,500 customers in 100+ countries. Updates and enhancements are included in our pricing and driven by customer feedback from organizations like yours - ensuring we are building the right features at the right time to deliver maximum value.

Why Fleetio:

VEHICLE INVENTORY MANAGEMENT

Add vehicles, heavy equipment, or assets to start tracking fleet activities in a centralized platform or decode a vehicle's details and specifications automatically from the VIN. Then, assign vehicles to your team easily and create groups to organize and focus your team and their assets based on your preferred hierarchy. You can view an assignment audit trail anytime, update assignments at lightning speed, and enjoy customization by creating unique fields with customizable rules to capture all the data important to your fleet.

MAINTENANCE MANAGEMENT

Stay on top of regular service items such as oil changes, mileage service intervals, brakes and more. You don’t have to do it alone; you can empower your fleet to report defects on the spot, helping you address problems before they seriously affect day-to-day operations. Set reminders for any service item, and Fleetio will remind you when service is due, due soon, or overdue - helping you to maximize vehicle uptime and readiness.

Whether you perform maintenance in-house or outsource it, Fleetio stores service records for all your assets in one place, making it easy to view history at any time. This is important for long-term compliance and safety liability.

SMART UPLOADS FOR SERVICE ENTRIES

Smart Uploads uses AI to automatically extract unit numbers, completion dates, mileage, and itemized breakdowns from any invoice format, reducing creation time by up to 70-90% and capturing details that manual entry can miss.

Beyond time savings, Smart Uploads enables sophisticated spend analysis by breaking down parts, labor, and taxes automatically. Fleet managers can now identify vendor markup patterns, catch billing errors, and use granular cost data to make informed decisions about vehicle replacement and vendor relationships. The system also helps fleets build a centralized, searchable invoice repository in Fleetio, which proves invaluable for maintenance analysis.

JOB TRACKING

Operations teams can get a clear picture of how equipment is being used across active projects to maximize the ROI of every asset in the fleet. Instead of relying on manual logs or scattered updates, teams can assign units to jobs, monitor utilization, and surface under- or over-used assets. Scheduled reports ensure management can quickly validate whether equipment is deployed efficiently, spot misplaced assets, and justify rentals or reassignments with data.

TIRE MANAGEMENT

Track tire health and usage in one place to ensure compliance and maximize ROI. Maintain a complete record for every tire—specs, position history, and usage—and automatically flag tires approaching or below tread-depth thresholds. Pull tread depth, condition, and pressure from DVIRs and real-time sensor data to target preventative maintenance or replacement before failures. Record rotations and placements on web or mobile to manage even wear across assets and extend tire life. Analyze longevity, durability, and cost per mile by brand and model to identify top performers and invest with confidence.

WARRANTY MANAGEMENT

Never miss a repair under warranty. Automatically alert mechanics to active OEM and parts warranties before they complete a work order. Maximize your fleet's warranty credits with the ability to track standard and extended warranties, add part and labor warranty credits to work orders, and view warranty opportunities in reports.

WORK ORDER MANAGEMENT

View past and upcoming service activities, track work order statuses, and log technician work duration. Plan, schedule and carry out detailed fleet maintenance work orders, tasks, and costs. Efficiently track service work and every associated line item from start to finish and analyze the service cost for your assets.

OUTSOURCED MAINTENANCE

Completely automates outsourced maintenance activities through the **F**leetio Maintenance Shop Network, giving fleets access to a vetted network of repair providers and real-time service reporting. Reduce fleet operating costs and empower your drivers to easily find in-network shops, allowing them to get back on the road faster. Simplify approvals, consolidate payments, and manage repair costs while reducing the burden on your accounts payable team.

INSPECTIONS

Relieve drivers from the burden of paper inspection forms and improve inspection quality, all from your smartphone with Fleetio Go. Unlike paper, electronic inspection reports are accessible anytime, anywhere with Fleetio. FMCSA-compliant DVIRs are quickly accessible from anywhere, even areas without internet, helping you prove safety and compliance on the road.

PARTS & INVENTORY MANAGEMENT

Track fleet parts and supplies using Fleetio's web-based inventory system and Fleetio Go. You can store all your parts information in one place, document purchases and their transaction details, and track inventory valuation and cost reporting through GAAP-approved accounting methods.

REPORTING & ANALYTICS

Leverage 40+ fleet reports to oversee operations, grasp the total cost of ownership (TCO), and implement timely vehicle replacement policies. Make data-driven decisions about asset acquisition and replacement. Understanding the total cost of ownership for each fleet vehicle enables you to unite your industry experience with up-to-date numbers to make more informed choices.

Every report features easy-to-read data visualizations, flexible filtering and customizable date ranges. Subscribe to a report and schedule it straight to your inbox, or print and export PDFs and CSVs to make sharing critical operations data quick and simple.

ADVANCED ANALYTICS

Turn fragmented fleet data into clear, actionable insights that cut costs and lift performance. Create executive-ready reports and analysis—without exporting to pivot tables or external BI tools. Intuitive visuals and trusted drill-downs keep every metric in one place, making root causes obvious. Managers can compare costs line by line across fuel, parts, and labor to spot outliers and rein in TCO. With Fleetio Advanced Analytics, shareable, scheduled dashboards align finance and operations on priorities, from quick wins to long-range strategy.

WORKFLOW AUTOMATIONS

Save time and reduce errors by automating repetitive fleet tasks. Build workflows that automatically address critical issues in real-time, ensure consistent approval workflows, and maintain reliable fleet data.

With customizable triggers, conditions, and actions, you can tailor automations to make maintenance decisions, minimize downtime, and keep your team focused on what matters most. For example, whenever a critical issue is logged, you can automatically create a work order to resolve it, and update the vehicle's status to "In-Shop" for everyone in your fleet to see.

Customers using automations save an average of 10 hours per month while improving asset uptime and operational efficiency.

INTEGRATIONS

Access pre-built integrations, spanning telematics, fuel, toll management, and more, to automate fleet data and maintenance workflows designed to improve your daily operations in Fleetio. By bringing available integrations together in one place, you can build a connected fleet maintenance and management system to manage your daily operations across asset management, maintenance compliance, and cost control.

API, WEBHOOKS, and DATA CONNECTORS

Fleetio's REST API provides secure, controlled access to your Fleetio data, including vehicle information, maintenance activity and driver records, to support connections with your other business systems. In addition, Fleetio's Developer Portal offers organized API references and an implementation guide to assist customers and third-party developers in building, testing, and deploying integrations at scale.

Fleetio also supports real-time and bulk data transfer through Webhooks, Data Connectors, and Data Destinations. Together, these tools provide multiple secure pathways to create automations, improve reporting and system synchronization, and support your organization's

use of Fleetio as your central operating system while connecting to the additional tools and platforms your business runs on.

USER & VENDOR MANAGEMENT

We offer unlimited users on all our plans to ensure you gain the control over your fleet that you need. Invite co-workers, outside vendors and others to review fleet data, update information, generate reports, receive notifications and more. Includes role-based access and fine-grained control over what each user can do within Fleetio.

Keep your team informed through in-app comments and @mentions.

Fleetio now supports multilingual experiences with Spanish and French translation capabilities, allowing teams to collaborate seamlessly in their preferred language. Your users can switch languages instantly for a localized and inclusive experience.

FLEETIO GO MOBILE APP

Our mobile application provides a personalized view for every user. It helps keep everyone, from drivers and technicians to fleet managers, charging forward toward the best, most productive version of your fleet.

Relieve drivers from the burden of paper inspection forms and improve inspection quality. Unlike paper, electronic inspection reports are accessible anytime, anywhere with Fleetio. FMCSA-compliant DVIRs are quickly accessible from anywhere, even areas without internet, helping you prove safety and compliance on the road.

SECURITY

Fleetio provides high-level security of your data:

- Highly confidential personal information such as credit card data is protected with encryption using Secured Socket Layer (SSL) technology during transmission over the Internet.
- All data in the Service is stored and processed through third-party subprocessor Amazon Web Services (AWS), which has its processing in the United States of America and Ireland.
- Your account information and access to Fleetio is accessible only through an individual username and password. You should keep your password confidential and not disclose it to anyone else.

SAML-BASED SINGLE SIGN-ON (SSO)

Increases security and eliminates barriers to usage and login issues.

- Increases Security by eliminating additional credentials. Eliminates phishing opportunities and the number of times users need to log in.
- Increases application access and an enhanced user experience by eliminating barriers to usage so users no longer have to type in a password; they just need to click a link.
- Eliminates admin time and costs by eliminating duplicate effort to maintain duplicate credentials and eliminating extra help desk calls to reset passwords.

TOOL MANAGEMENT

** Available as an add-on for all plans.*

Tools is a tracking and light maintenance solution for your fleet's tools and small equipment. See what's in service, who has a tool out on a job, if a tool is missing, or if it needs repair, all at a glance. Log maintenance as it happens and track costs over time, so you'll know exactly when it makes more sense to replace a tool than repair it. Because Tools is available in the same solution as the rest of your assets, your team can hit the ground running without needing to learn a new system.

Customer Support

Fleetio's Support Team maintains a better-than-best-in-class 95% Customer Satisfaction Score (CSAT). If you ever need support assistance, just visit our contact us page or use the help menu inside of Fleetio. Support services include:

1. **Online self-help tools** - Detailed documentation, videos, user guides.
2. **Live customer support** - Phone, email, and chat with customer portal for ticket tracking.
3. **Proactive communication** - Our status page indicates upcoming maintenance windows, provides System Metrics, and details incidents.

Onboarding Services

Our Onboarding Services Team offers an effective combination of deep product knowledge and fleet management expertise to get your team using Fleetio to its full extent in no time. Our goal is to show Fleetio's value and set you up for long-term success by tailoring your Onboarding experience to meet your business goals. Our team will be your consultant and guide as you configure your account to fit your fleet's specific needs. We'll work with you to ensure your team adopts and masters Fleetio to encourage real-time collaboration.

The Onboarding Services Packages include:

- Dedicated Onboarding Specialist
- Customized Implementation Plan
- Education Materials
- Data Guidance
- Integration Support
- Roll Out Preparation
- Fleetio and Industry Best Practices

Investment Overview

Product	Price	Asset Count	Payment Frequency	Total
Premium	$86.40	450	Annual	$38,880.00
Tools	$5.70	400	Annual	$2,280.00
Onboarding: 50-499 Vehicles	$3,600.00	1	One Time	$3,600.00

Pricing shown above is valid only for 30 days from the date of this proposal.

References & Case Studies

Our company is 100% focused on the success of our customers. We prioritize gathering customer feedback and ensuring they utilize our innovative technology to optimize their fleet. We provide best practices on managing a fleet and continue to build Fleetio based on customer feedback. We have a wide variety of customers across a number of industries, and together, we are changing the way fleets are managed and measured.











Pricing Proposal
Quotation #: 27264205
Created On: 3/10/2026
Valid Until: 4/30/2026

FL-City of Clermont

Ramsey Jimenez
685 W. MONTROSE ST
ATTN:ACCOUNTS PAYABLE
Clermont, FL 34711
United States
Phone: 3523944081
Email: rjimenez@clermontfl.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Onboarding: 50-499 Rarestep, Inc. - Part#: NPN-RARES-ONBOA-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI **Note:** One-Time Fee	1	$3,708.00	$3,708.00
2	Fleetio: Tools Rarestep, Inc. - Part#: NPN-RARES-TOOLS-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/15/2026 - 10/14/2026	400	$2.93	$1,172.00
3	Fleetio: Premium Rarestep, Inc. - Part#: NPN-RARES-PREMI-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/15/2026 - 10/14/2026	450	$42.77	$19,246.50
			Total	$24,126.50

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 27265761
Created On: 3/10/2026
Valid Until: 4/30/2026

FL-City of Clermont

Ramsey Jimenez
685 W. MONTROSE ST
ATTN:ACCOUNTS PAYABLE
Clermont, FL 34711
United States
Phone: 3523944081
Email: rjimenez@clermontfl.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Fleetio: Tools Rarestep, Inc. - Part#: NPN-RARES-TOOLS-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/15/2026 - 10/14/2027 **Note:** One-Year Renewal	400	$5.70	$2,280.00
2	Fleetio: PREMIUM Rarestep, Inc. - Part#: NPN-RARES-PREMI-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/15/2026 - 10/14/2027 **Note:** One-Year Renewal	450	$88.90	$40,005.00
			Total	$42,285.00

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 27373902
Created On: 4/6/2026
Valid Until: 4/30/2026

FL-City of Clermont

Ramsey Jimenez
685 W. MONTROSE ST
ATTN:ACCOUNTS PAYABLE
Clermont, FL 34711
United States
Phone: 3523944081
Email: rjimenez@clermontfl.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Fleetio: Tools Rarestep, Inc. - Part#: NPN-RARES-TOOLS-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/15/2027 - 10/14/2028 **Note:** One-Year Renewal	400	$5.70	$2,280.00
2	Fleetio: PREMIUM Rarestep, Inc. - Part#: NPN-RARES-PREMI-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/15/2027 - 10/14/2028 **Note:** One-Year Renewal	450	$88.90	$40,005.00
			Total	$42,285.00

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Piggyback Term Contract *SCADA Instrumentation and Controls*

Requested Action
Request approval to piggyback the Gainesville Regional Utilities Term Contract No. RFSQ-2024-104 with Revere Control Systems, LLC. to provide SCADA-related services.

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 Gainesville Regional Utilities Term Contract No. RFSQ-2024-104, as a suitable procurement vehicle for as-needed instrumentation, controls, and SCADA-related services to support the City's utility 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 three (3) year term, beginning April 15, 2026, with an option for a six (6) month extension at the City's discretion. The estimated total value for the initial term is $60,000, based on approximately $20,000 per year.

This contract will provide as-needed instrumentation, controls, and SCADA-related services to support the City's utility systems. Services include system installation, programming, troubleshooting, repair, panel fabrication, and related technical support. The agreement also supports ongoing maintenance, operational assistance, and specialized services for utility infrastructure, providing comprehensive and flexible support.

Funding will be determined on a project-by-project basis and allocated from the Sewer and Water Funds, Account No. 42535-54614 and 41533-54614-33001.

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 and allocated from the Sewer and Water Funds, Account No. 42535-54614 and 41533-54614-33001.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$16,000	42535-54614, Repair & Maintenance-	$219,941.68

$4,000	Equipment 41533-54614-33001 Repair and Maintenance - Equipment Treatment	$4,726.17

Exhibits Attached (copies of original agreements)	
1. GRU 2024-104 Agreement	GRU 2024-104 Agreement.pdf
2. GRU 2024-104 First Amendment	GRU 2024-104 First Amendment.pdf
3. GRU 2024-104 Intent to Award	GRU 2024-104 Intent to Award.pdf

RFSQ-2024-104

GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

1. RECITAL

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a

GAINESVILLE REGIONAL UTILITIES, AND REVERE CONTROL SYSTEMS, INC.

FOR

GENERAL SERVICE AGREEMENT FOR INSTRUMENTATION & CONTROLS

THIS CONTRACT is made and entered into with an effective date of upon mutual contract execution , by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES** ("GRU"), with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **REVERE CONTROL SYSTEMS, INC.** ("Contractor"), a Alabama Corporation, with its principal place of business at 5201 Princeton Way, Hoover, AL 35216, individually referred to as "Party" or collectively as "Parties".

WHEREAS, GRU requires Instrumentation & Controls Parts and Service; and

WHEREAS, GRU issued a Solicitation on Thursday, September 5, 2024 for Instrumentation & Controls; and

WHEREAS, Revere Control Systems, Inc. submitted a Response dated Thursday, October 3, 2024, to provide Instrumentation & Controls Parts and Service; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide Instrumentation & Controls Parts and Service as detailed in the Statement of Work and Fees in accordance with the General Terms and Conditions, Supplemental Conditions.

2. GRU shall pay to Contractor for the faithful performance of this Contract according to the pricing schedule attached hereto (Attachment A). Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed 5% or the Producer's Price Index (PPI) and/or Consumer Price Index (CPI), whichever is the lowest, for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. TERM:

a. This Contract shall commence on the upon mutual contract execution and terminate five (5) years from the dated of completed contract execution.

b. This Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

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2. STATEMENT OF WORK AND FEES

2.1. Technical Specifications and Scope of Work

Complete emergent, emergency or time critical work, and other projects in the energy supply, energy delivery, water and wastewater, and other GRU business systems for instrumentation and control systems.

2.2. Contractors Responsibilities

- Instrumentation and controls work may include, but are not limited to:
- Furnishing and installing new instrumentation and Programmable Logic Controllers (PLCs)
- Programming Programmable Logic Controllers (PLCs)
- Programming of Human Machine Interfaces (HMI) and Operator Interface Terminal (OIT)
- In plant SCADA networking
- Demolition and disposal of existing facilities and equipment
- Staff Supplement
- Supply control panels as specified by GRU
- Troubleshoot and repair of control systems
- Instrumentation installation, modification, and repair
- Furnish, fabricate, and install electrical and instrumentation panels
- Documentation of existing and as-built electrical wiring
- Other services related to instrumentation and controls for utility systems

2.3. Safety

Work may be in an industrial environment under various climatic and occupational conditions and may be below grade or at elevations significantly above grade. Contractor shall be subject to GRU's site or department specific procedures (e.g., confined space entry, tag-out procedures).

2.4. Pricing

GENERAL SERVICE AGREEMENT FOR INSTRUMENTATION & CONTROLS RFSQ-2024-104 PRICING RESPONSE

Item	Position Title & Description	$ Per Hour
	Use the blank spaces provided to add any additional positions not listed.	
1	Project Manager-planning, organizing, and directing the completion of specific projects for an organization while ensuring these projects are on time, on budget, and within scope.	$150.00
2	Project Engineer- responsible for all technical and engineering aspects of their assigned projects.	$160.00
3	Design Engineer-responsible for the engineering design process.	$120.00
4	Field Manager- responsible for managing projects from start to finish.	$ 95.00
5	Field Engineer-responsible for onsite engineering work/task.	$150.00
6	Cad Designer- responsible for preparing engineering drawings.	$ 80.00
7	SCAD Specialist- responsible for performing SCADA programming.	$130.00
8	Panel Technician- responsible for control panel assembly, wiring and testing.	$ 65.00
9	Field Service Technician	$100.00
10	Documentation Coordinator	$ 60.00
11		
12		
13		
14		
15		

Item	Additional Pricing	Mark-up %
	Use the blank spaces provided to add any additional services not listed.	
1	Subcontractor	10%
2	Parts	15%
3		
4		
5		
6		
7		

Company Name: Revere Control Systems, II

Name: Nan Johnson

Title: Vice President of Municipal Systems

Nan Johnson Digitally signed by Nan Johnson Date: 2024.10.01 19:49:57 -05'00' — Signature

10/2/24 — Date

3. GENERAL TERMS AND CONDITIONS

3.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties [“GRU” and “Contractor”]. “Contract” and “Agreement” are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

3.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer’s published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.3. CHANGE ORDERS

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

3.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

3.5. PAYMENT

a). Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-105, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b). Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c). Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d). Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e). Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

3.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

3.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor

agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

3.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

3.9. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

3.10. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

3.11. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

3.12. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

3.13. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

3.14. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

3.15. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

3.16. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.17. DISCLOSURE AND CONFIDENTIALITY

a). Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

1. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

i. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

ii. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

2. Request for Trade Secret or Otherwise Confidential and Exempt Information.

i. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

ii. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

iii. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

iv. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b). "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

3.18. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

a.) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

b.) Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

d.) Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

e.) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT 352-393-1211, PUBLICRECORDSREQUEST@GRU.COM , PO BOX 147117, STATION E3E, GAINESVILLE, FL 32614.**

3.19. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders

3.20. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3.21. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

3.22. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

4. SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

4.1. CONDUCT OF THE WORK

Contractor(s) shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

4.2. CONTRACTOR(S) RESPONSIBILITIES

a). Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b). Project Related Requirements. Contractor(s) is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor(s) and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

4.3. COOPERATION/ COORDINATION

a). Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b). Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor(s).

c). Work by Other Contractor(s). GRU reserves the right to permit other Contractor(s)s to perform work within the same work area. Contractor(s) shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d). Coordination. Contractor(s) shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor(s) will afford GRU and other Contractor(s)s reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.4. INDEMNIFICATION

a). Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b). Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, 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 will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c). Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d). The provisions of this section shall survive the termination or expiration of this Contract.

4.5. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor(s) who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor(s) will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor(s)'s own risk. Contractor(s) is not relieved of a requirement of the specifications on the plea of error.

4.6. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting

of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

4.7. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor(s)'s sole and exclusive remedy for such delay. If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor(s) elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor(s)'s sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

4.8. DEFAULT

If Contractor(s) should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor(s), or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor(s) should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor(s) of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor(s) will be liable to GRU for any damages resulting from such default.

4.9. TERMINATION

a). Termination for Convenience. GRU may, by providing thirty “30” calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU’s convenience and without cause. After the termination date, Contractor(s) shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor(s) for goods and services accepted as of the date of termination, and for Contractor(s)’s actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b). Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:

1. refusing, failing or being unable to properly manage or perform;

2. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;

3. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

4. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

5. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or

6. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).

c). Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor(s) with thirty (30) calendar day's written notice to Contractor(s).

4.10. FORCE MAJEURE

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

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

4.11. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor(s) for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

4.12. PERFORMANCE TIME

Contractor(s) shall complete the Work no later than the date set forth in the Contract. Contractor(s) further understands and agrees that time is of the essence. If Contractor(s) fails to complete the Work on or before the date established for Final Completion, then Contractor(s) will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

4.13. COMPLETION OF WORK

a). Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

b). Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

4.14. DELIVERY

All materials and equipment shall be delivered F.O.B. Destination, freight included.

4.15. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of liability insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

The following language is required on the Certificate of Liability Insurance under Description of Operations:

> *Gainesville Regional Utilities, their subsidiaries, affiliates, and their respective officers, agents and employees are included as additional insured. The policies have been endorsed to include waiver of subrogation in favor of Gainesville Regional Utilities, their subsidiaries, affiliates and their respective officers, agents and employees. This insurance policy is primary and will not seek contribution from any other insurance available to an additional insured.*

4.16. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: $1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:

- State (Florida): Statutory
- Applicable Federal: Statutory
- Employer's Liability:
  - $500,000 per Accident
  - $500,000 Disease, Policy Limit
  - $500,000 Disease, Each Employee

- Excess Liability: $1,000,000

4.17. WARRANTY/GUARANTEE

a). Contractor(s) warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor(s) agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

b). No provision contained in the Specifications shall be interpreted to limit Contractor(s)'s liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor(s) will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor(s) must indicate if any warranty is being provided by either Contractor(s) or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor(s) must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor(s) is not able to provide such warranty.

c). All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

4.18. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

1. Confinement to Work Area/Parking. Contractor(s)'s employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor(s) and its employees shall park personal vehicles and equipment in areas designated by GRU.

2. Sanitation. If sanitary facilities are available near the work site, Contractor(s) may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU

prior to the use of such facilities. Unless such permission has been obtained, Contractor(s) is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor(s). If responsible for providing sanitary facilities, Contractor(s) is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

4. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

i. The Contractor(s) shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor(s) must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

ii. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.

iii. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.

iv. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

4.19. WARRANTY OF TITLE

Contractor(s) warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

4.20. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard “CIP-004-6 Table R3 – Personnel Risk Assessment Program”, and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

4.21. ANTI-HUMAN TRAFFICKING

Pursuant to section 787.06(13), Fla. Stat., when this contract is executed, renewed, or extended the Contractor and any subcontractors must provide GRU with an affidavit, signed by an officer or a representative of the Contractor and any subcontractors under penalty of perjury, attesting that the Contractor and subcontractor does not use coercion of labor or services as those terms are defined in this section.

4.22. CONTRACTOR(S)' RESPONSIBILITIES

a). Contractor(s) will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

b). Contractor(s) shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor(s) will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor(s)'s preferred, third-party vendors (e.g., Hire Right, A-Check Global).

c). Contractor(s) shall require all of the Employees to self-report in writing to Contractor(s) within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor(s) within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor(s) within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

4.23. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

1. Any modification to this Contract
2. Contract
3. GRU Technical Specifications
4. GRU Supplemental Conditions
5. GRU General Conditions
6. GRU Instructions
7. Contractor(s) Response

5. EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Revere Control Systems, Inc.

BY: Jason English

Date Signed: Dec 16, 2024

Jason English

Vice President

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

BY: Debbie Daugherty
Debbie Daugherty (Dec 17, 2024 11:15 EST)

Date Signed: Dec 17, 2024

Debbie Daugherty

Water Wastewater Officer

Approved as to form and legality:

BY: Lee Libby
Lee Libby (Dec 17, 2024 10:05 EST)

Date Signed: Dec 17, 2024

Lee Libby

Senior Assistant City Attorney

Prepared by:

Zoe King

Procurement Specialist III

6. ANTI-HUMAN TRAFFICING AFFIDAVIT

GRU
More than Energy

Human Trafficking Affidavit

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).

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

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Revere Control Systems
Nongovernmental Entity

Jason English
Printed Name

CFO
Title

Jason English
Signature

Dec 16, 2024
Date

GRU Contract 2024-104 Revere Control Systems, Inc.

Final Audit Report 2024-12-17

Created:	2024-12-16
By:	Samantha King (KingSL@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6COF6-tgGtOEYKlbSyWKo5Jd3UHvy9NQ

"GRU Contract 2024-104 Revere Control Systems, Inc." History

Document created by Samantha King (KingSL@gru.com)
2024-12-16 - 9:23:45 PM GMT

Document emailed to Jason English (jenglish@reverecontrol.com) for signature
2024-12-16 - 9:23:52 PM GMT

Document emailed to Lee Libby (libbylc@cityofgainesville.org) for signature
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Document emailed to daughertydd@gru.com for signature
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Email viewed by Jason English (jenglish@reverecontrol.com)
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Email viewed by daughertydd@gru.com
2024-12-17 - 4:15:08 PM GMT

Signer daughertydd@gru.com entered name at signing as Debbie Daugherty
2024-12-17 - 4:15:38 PM GMT

Adobe Acrobat Sign

Document e-signed by Debbie Daugherty (daughertydd@gru.com)

Signature Date: 2024-12-17 - 4:15:40 PM GMT - Time Source: server

Agreement completed.

2024-12-17 - 4:15:40 PM GMT

Adobe Acrobat Sign

FIRST AMENDMENT FOR ASSIGNMENT AND CONSENT TO ASSIGNMENT OF THE GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES AND REVERE CONTROL SYSTEMS, INC. FOR GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

THIS FIRST AMENDMENT FOR ASSIGNMENT AND CONSENT TO ASSIGNMENT is made and entered into this 10th day of September, 2025 by and between the CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), a Florida municipal utility with offices located at, 301 SE 4th Avenue, Gainesville, Florida 32601, and **REVERE CONTROL SYSTEMS, INC.** a Alabama corporation, with its principal place of business at 5201 Princeton Way, Hoover, AL 35216, and **REVERE CONTROL SYSTEMS, LLC.,** a Delaware limited liability company, with its principal place of business at Corporation Trust Center 1209 Orange ST, Wilmington, DE 19801, individually referred to as "Party" or collectively as "Parties".

WHEREAS, GRU and REVERE CONTROL SYSTEMS, INC. entered into a Contract dated December 17, 2024, with a termination date of December 16, 2029, for the General Service Agreement (GSA) for instrumentation & controls ("Initial Contract"); and

WHEREAS, REVERE CONTROL SYSTEMS, INC. has notified GRU of REVERE CONTROL SYSTEMS, INC's. desire to assign this Agreement to REVERE CONTROL SYSTEMS, LLC. pursuant to Section 3.11 of the Initial Contract General Terms and Conditions; and

WHEREAS, the Parties agreed to the Contract Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the PARTIES agree as follows:

1. REVERE CONTROL SYSTEMS, INC. hereby assigns all rights and obligations pursuant to the terms and conditions of the Initial Contract and Attachments with this Amendment, to REVERE CONTROL SYSTEMS, LLC.

2. REVERE CONTROL SYSTEMS, LLC. hereby accepts assignment from REVERE CONTROL SYSTEMS, INC. and assumes all of REVERE CONTROL SYSTEMS, INC. rights and obligations under the Initial Contract and Amendments.

3. The following section hereby added to Section 3, General Terms and Conditions of the Initial Contract.

3.23. SCRUTINIZED COMPANIES PROHIBITION

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities

in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with GRU for goods or services of any amount may be terminated at the option of GRU if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000.00) or more, the contract may be terminated at the sole option of GRU if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

3.24. CONFLICT OF INTEREST

Contractor understands that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with Customer. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to Customer. Contractor is aware of the conflict-of-interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by GRU to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by GRU any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

3.25. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERES IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a Contractor's social, political, or ideological interests when determining if the Contractor is a responsible Contractor and may not give preference to a Contractor based on the Contractor's social, political, or ideological interests.

4. Except as modified herein, all terms and conditions of the Initial Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment for Assignment and Consent to Assignment of the Initial Contract on the first day above written.

REVERE CONTROL SYSTEMS, INC.

By: Nan Johnson _____
Nan Johnson
Vice President

Date Signed: 09/10/25

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

By: Debbie Daugherty _____
Debbie Daugherty (Sep 10, 2025 14:25:14 EDT)
Debbie Daugherty, PE
Water/Wastewater Officer

Date Signed: 09/10/25

REVERE CONTROL SYSTEMS, LLC.

By: Nan Johnson _____
Nan Johnson
President

Date Signed: 09/10/25

Approved as to form and legality:

By: _____
Derek Perry (Sep 5, 2025 09:49:09 EDT)
Derek D. Perry
Utilities Attorney

Date Signed: 09/05/25

Purchasing Representative:

Prepared By: Annie Velez
Procurement Specialist III

RFSQ-2024-104

GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

1. RECITAL

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a

GAINESVILLE REGIONAL UTILITIES, AND REVERE CONTROL SYSTEMS, INC.

FOR

GENERAL SERVICE AGREEMENT FOR INSTRUMENTATION & CONTROLS

THIS CONTRACT is made and entered into with an effective date of upon mutual contract execution , by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES** ("GRU"), with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **REVERE CONTROL SYSTEMS, INC.** ("Contractor"), a Alabama Corporation, with its principal place of business at 5201 Princeton Way, Hoover, AL 35216, individually referred to as "Party" or collectively as "Parties".

WHEREAS, GRU requires Instrumentation & Controls Parts and Service; and

WHEREAS, GRU issued a Solicitation on Thursday, September 5, 2024 for Instrumentation & Controls; and

WHEREAS, Revere Control Systems, Inc. submitted a Response dated Thursday, October 3, 2024, to provide Instrumentation & Controls Parts and Service; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide Instrumentation & Controls Parts and Service as detailed in the Statement of Work and Fees in accordance with the General Terms and Conditions, Supplemental Conditions.

2. GRU shall pay to Contractor for the faithful performance of this Contract according to the pricing schedule attached hereto (Attachment A). Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed 5% or the Producer's Price Index (PPI) and/or Consumer Price Index (CPI), whichever is the lowest, for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. TERM:

a. This Contract shall commence on the upon mutual contract execution and terminate five (5) years from the dated of completed contract execution.

b. This Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

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2. STATEMENT OF WORK AND FEES

2.1. Technical Specifications and Scope of Work

Complete emergent, emergency or time critical work, and other projects in the energy supply, energy delivery, water and wastewater, and other GRU business systems for instrumentation and control systems.

2.2. Contractors Responsibilities

- Instrumentation and controls work may include, but are not limited to:
- Furnishing and installing new instrumentation and Programmable Logic Controllers (PLCs)
- Programming Programmable Logic Controllers (PLCs)
- Programming of Human Machine Interfaces (HMI) and Operator Interface Terminal (OIT)
- In plant SCADA networking
- Demolition and disposal of existing facilities and equipment
- Staff Supplement
- Supply control panels as specified by GRU
- Troubleshoot and repair of control systems
- Instrumentation installation, modification, and repair
- Furnish, fabricate, and install electrical and instrumentation panels
- Documentation of existing and as-built electrical wiring
- Other services related to instrumentation and controls for utility systems

2.3. Safety

Work may be in an industrial environment under various climatic and occupational conditions and may be below grade or at elevations significantly above grade. Contractor shall be subject to GRU's site or department specific procedures (e.g., confined space entry, tag-out procedures).

2.4. Pricing

GENERAL SERVICE AGREEMENT FOR INSTRUMENTATION & CONTROLS RFSQ-2024-104 PRICING RESPONSE

Item	Position Title & Description	$ Per Hour
	Use the blank spaces provided to add any additional positions not listed.	
1	Project Manager-planning, organizing, and directing the completion of specific projects for an organization while ensuring these projects are on time, on budget, and within scope.	$150.00
2	Project Engineer- responsible for all technical and engineering aspects of their assigned projects.	$160.00
3	Design Engineer-responsible for the engineering design process.	$120.00
4	Field Manager- responsible for managing projects from start to finish.	$ 95.00
5	Field Engineer-responsible for onsite engineering work/task.	$150.00
6	Cad Designer- responsible for preparing engineering drawings.	$ 80.00
7	SCAD Specialist- responsible for performing SCADA programming.	$130.00
8	Panel Technician- responsible for control panel assembly, wiring and testing.	$ 65.00
9	Field Service Technician	$100.00
10	Documentation Coordinator	$ 60.00
11		
12		
13		
14		
15		

Item	Additional Pricing	Mark-up %
	Use the blank spaces provided to add any additional services not listed.	
1	Subcontractor	10%
2	Parts	15%
3		
4		
5		
6		
7		

Company Name: Revere Control Systems, II

Name: Nan Johnson

Title: Vice President of Municipal Systems

Nan Johnson Digitally signed by Nan Johnson Date: 2024.10.01 19:49:57 -05'00' — Signature

10/2/24 — Date

3. GENERAL TERMS AND CONDITIONS

3.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties [“GRU” and “Contractor”]. “Contract” and “Agreement” are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

3.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer’s published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.3. CHANGE ORDERS

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

3.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

3.5. PAYMENT

a). Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-105, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b). Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c). Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d). Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e). Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

3.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

3.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor

agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

3.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

3.9. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

3.10. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

3.11. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

3.12. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

3.13. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

3.14. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

3.15. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

3.16. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.17. DISCLOSURE AND CONFIDENTIALITY

a). Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

1. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

i. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

ii. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

2. Request for Trade Secret or Otherwise Confidential and Exempt Information.

i. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

ii. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

iii. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

iv. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b). "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

3.18. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

a.) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

b.) Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

d.) Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

e.) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT 352-393-1211, PUBLICRECORDSREQUEST@GRU.COM , PO BOX 147117, STATION E3E, GAINESVILLE, FL 32614.**

3.19. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders

3.20. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3.21. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

3.22. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

4. SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

4.1. CONDUCT OF THE WORK

Contractor(s) shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

4.2. CONTRACTOR(S) RESPONSIBILITIES

a). Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b). Project Related Requirements. Contractor(s) is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor(s) and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

4.3. COOPERATION/ COORDINATION

a). Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b). Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor(s).

c). Work by Other Contractor(s). GRU reserves the right to permit other Contractor(s)s to perform work within the same work area. Contractor(s) shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d). Coordination. Contractor(s) shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor(s) will afford GRU and other Contractor(s)s reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.4. INDEMNIFICATION

a). Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b). Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, 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 will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c). Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d). The provisions of this section shall survive the termination or expiration of this Contract.

4.5. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor(s) who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor(s) will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor(s)'s own risk. Contractor(s) is not relieved of a requirement of the specifications on the plea of error.

4.6. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting

of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

4.7. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor(s)'s sole and exclusive remedy for such delay. If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor(s) elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor(s)'s sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

4.8. DEFAULT

If Contractor(s) should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor(s), or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor(s) should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor(s) of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor(s) will be liable to GRU for any damages resulting from such default.

4.9. TERMINATION

a). Termination for Convenience. GRU may, by providing thirty “30” calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU’s convenience and without cause. After the termination date, Contractor(s) shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor(s) for goods and services accepted as of the date of termination, and for Contractor(s)’s actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b). Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:

1. refusing, failing or being unable to properly manage or perform;

2. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;

3. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

4. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

5. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or

6. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).

c). Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor(s) with thirty (30) calendar day's written notice to Contractor(s).

4.10. FORCE MAJEURE

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

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

4.11. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor(s) for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

4.12. PERFORMANCE TIME

Contractor(s) shall complete the Work no later than the date set forth in the Contract. Contractor(s) further understands and agrees that time is of the essence. If Contractor(s) fails to complete the Work on or before the date established for Final Completion, then Contractor(s) will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

4.13. COMPLETION OF WORK

a). Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

b). Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

4.14. DELIVERY

All materials and equipment shall be delivered F.O.B. Destination, freight included.

4.15. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of liability insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

The following language is required on the Certificate of Liability Insurance under Description of Operations:

> *Gainesville Regional Utilities, their subsidiaries, affiliates, and their respective officers, agents and employees are included as additional insured. The policies have been endorsed to include waiver of subrogation in favor of Gainesville Regional Utilities, their subsidiaries, affiliates and their respective officers, agents and employees. This insurance policy is primary and will not seek contribution from any other insurance available to an additional insured.*

4.16. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: $1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:

- State (Florida): Statutory
- Applicable Federal: Statutory
- Employer's Liability:
  - $500,000 per Accident
  - $500,000 Disease, Policy Limit
  - $500,000 Disease, Each Employee

- Excess Liability: $1,000,000

4.17. WARRANTY/GUARANTEE

a). Contractor(s) warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor(s) agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

b). No provision contained in the Specifications shall be interpreted to limit Contractor(s)'s liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor(s) will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor(s) must indicate if any warranty is being provided by either Contractor(s) or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor(s) must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor(s) is not able to provide such warranty.

c). All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

4.18. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

1. Confinement to Work Area/Parking. Contractor(s)'s employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor(s) and its employees shall park personal vehicles and equipment in areas designated by GRU.

2. Sanitation. If sanitary facilities are available near the work site, Contractor(s) may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU

prior to the use of such facilities. Unless such permission has been obtained, Contractor(s) is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor(s). If responsible for providing sanitary facilities, Contractor(s) is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

4. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

i. The Contractor(s) shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor(s) must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

ii. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.

iii. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.

iv. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

4.19. WARRANTY OF TITLE

Contractor(s) warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

4.20. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard “CIP-004-6 Table R3 – Personnel Risk Assessment Program”, and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

4.21. ANTI-HUMAN TRAFFICKING

Pursuant to section 787.06(13), Fla. Stat., when this contract is executed, renewed, or extended the Contractor and any subcontractors must provide GRU with an affidavit, signed by an officer or a representative of the Contractor and any subcontractors under penalty of perjury, attesting that the Contractor and subcontractor does not use coercion of labor or services as those terms are defined in this section.

4.22. CONTRACTOR(S)' RESPONSIBILITIES

a). Contractor(s) will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

b). Contractor(s) shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor(s) will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor(s)'s preferred, third-party vendors (e.g., Hire Right, A-Check Global).

c). Contractor(s) shall require all of the Employees to self-report in writing to Contractor(s) within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor(s) within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor(s) within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

4.23. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

1. Any modification to this Contract
2. Contract
3. GRU Technical Specifications
4. GRU Supplemental Conditions
5. GRU General Conditions
6. GRU Instructions
7. Contractor(s) Response

5. EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Revere Control Systems, Inc.

BY: Jason English

Date Signed: Dec 16, 2024

Jason English

Vice President

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

BY: Debbie Daugherty
Debbie Daugherty (Dec 17, 2024 11:15 EST)

Date Signed: Dec 17, 2024

Debbie Daugherty

Water Wastewater Officer

Approved as to form and legality:

BY: Lee Libby
Lee Libby (Dec 17, 2024 10:05 EST)

Date Signed: Dec 17, 2024

Lee Libby

Senior Assistant City Attorney

Prepared by:

Zoe King

Procurement Specialist III

6. ANTI-HUMAN TRAFFICING AFFIDAVIT

GRU
More than Energy

Human Trafficking Affidavit

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).

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

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Revere Control Systems
Nongovernmental Entity

Jason English
Printed Name

CFO
Title

Jason English
Signature

Dec 16, 2024
Date

July 24, 2025

Kim Kittle
Staff Specialist – Financial Accounting
Gainesville Regional Utilities (GRU)
301 Southeast 4th Avenue
Gainesville, FL 32601

Reference: Statement of Acquisition of Revere Control Systems

Dear Ms. Kittle:

SJE, Inc. completed the acquisition of Revere Control Systems on September 16, 2024. Due to the corporate structure, Revere Control Systems, Inc. has been changed to Revere Control Systems, LLC. Please consider this as a formal request to update our account information with Gainesville Regional Utilities to reflect our company name as Revere Control Systems, LLC.

Respectfully Submitted,



Nan Johnson, PMP
Vice President
Revere Control Systems

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**5954944**	Incorporation Date / Formation Date:	**5/27/2021** (mm/dd/yyyy)
Entity Name:	**SJ ELECTRO INTERMEDIATE HOLDINGS, LLC**		
Entity Kind:	**Limited Liability Company**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**THE CORPORATION TRUST COMPANY**		
Address:	**CORPORATION TRUST CENTER 1209 ORANGE ST**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19801**
Phone:	**302-658-7581**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

Submit

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

Detail by Entity Name

Foreign Limited Liability Company
REVERE CONTROL SYSTEMS, LLC

Filing Information

Document Number	M25000002773
FEI/EIN Number	63-0794615
Date Filed	02/24/2025
State	DE
Status	ACTIVE

Principal Address

5201 PRINCETON WAY
HOOVER, AL 35226

Mailing Address

5201 PRINCETON WAY
HOOVER, AL 35226

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MBR

ENGLISH, JASON
201 OAK FOREST DR
PELHAM, AL 35124

Title MBR

LEEPER, JASON
1009 MOUNTAIN TRACE
BIRMINGHAM, AL 35242

Title MBR

JOHNSON, NANETTE
959 TYLER CREST LANE
BIRMINGHAM, AL 35226

Title MBR

WILSON, MARK A
3571 ROCKHILL RD
BIRMINGHAM, AL 35223

Annual Reports

No Annual Reports Filed

Document Images

02/24/2025 -- Foreign Limited View image in PDF format

Florida Department of State, Division of Corporations

STATE OF ALABAMA
DOMESTIC ENTITY CONVERSION
TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), *Code of Alabama 1975*.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

***Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.**

*Include a check, money order, or credit card payment for the $100.00 processing fee.

*You may email the filing to miscellaneous.filings@sos.alabama.gov

*Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed or the request will be rejected without review..

1. **Information on the converting domestic entity (entity will cease to exist in Alabama at conversion/termination):**

   Alabama Entity ID number of converting entity: 000 - 062 - 561 (Format 000-000-000)
   ***This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTIONS TO OBTAIN ID NUMBER TO COMPLETE FORM:** Go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

2. The name of the converting/terminating domestic entity as recorded with the Secretary of State of Alabama:

   Revere Control Systems, Inc.

3. Street (**No PO Boxes**) address of converting entity: 5201 Princeton Way, Hoover, Alabama 35226

   Mailing address (if different) _____

This form was prepared by: (type name and full address)

Ana Bashi
c/o Audax Management Company
101 Huntington Ave.
Boston, MA 02199

(For SOS Office Use Only)

Alabama
Sec. Of State

Entity Change
000-062-561 D/C
Date 10/10/2024
Time 15:17
241010 4 Pg

File $100.00
County $.00
Total $100.00
06/012

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

4. **Information on the converted foreign entity (formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

   The name of the new foreign entity resulting from this conversion:

   Revere Control Systems, LLC

   The name must conform to the name requirements detailed in Sections 10A-1-5.01 et seq., *Code of Alabama 1975* (see attached filing information sheet for details).

   *If the name in item number 2 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov).

5. Converted entity will be (check one):

☐ Business Corporation (Inc or Corp)	☐ Limited Partnership (LP)
☐ Nonprofit Corporation	☐ Limited Liability Limited Partnership (LLLP)
☐ Professional Corporation (PC)	☐ Limited Liability Partnership (LLP)
☒ Limited Liability Company (LLC)	☐ Professional Limited Liability Company (PLLC)
☐ Employee Cooperative Corporation	☐ Real Estate Investment Trust

6. Street (**No PO Boxes**) address of principal office of new foreign/converted entity: _____

   5201 Princeton Way, Hoover, Alabama 35226

   Mailing address (if different) _____

7. The foreign entity has been filed in the public office of (name of agency and street address): _____

   Division of Corporations, PO Box 898, Dover, DE 19903

   _____

   of State/Country: Delaware, United States of America

8. X The undersigned certifies that the Conversion was certified by the jurisdiction of formation/authority showing that the conversion was effectuated prior to the file/effective date of this filing.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

9. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):

   Individual Name: _____ **OR**

   Organization/Entity Name: CT Corporation System

10. Street (**No PO Boxes**) address of registered office (**MUST** be physically located in Alabama):

    2 North Jackson Street, Suite 605, Montgomery, Alabama 36104

    Mailing address in Alabama (if different) _____

11. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection with respect to the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

12. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, (10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

13. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

14. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

15. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975*.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

Signature Page

10 / 09 / 2024
Date (MM/DD/YYYY)

Ana Bashi, Chief Financial Officer and Secretary
Typed **name and title** of signature below

Signed by:
61A6D91D0683401...
Signature

/ /
Date (MM/DD/YYYY)

Typed **name and title** of signature below

Signature

/ /
Date (MM/DD/YYYY)

Typed **name and title** of signature below

Signature

/ /
Date (MM/DD/YYYY)

Typed **name and title** of signature below

Signature

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN ALABAMA CORPORATION UNDER THE NAME OF "REVERE CONTROL SYSTEMS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "REVERE CONTROL SYSTEMS, INC." TO "REVERE CONTROL SYSTEMS, LLC",FILED IN THIS OFFICE ON THE NINTH DAY OF OCTOBER, A.D. 2024, AT 2:01 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5472404 8100F
SR# 20243905306

Authentication: 204592261
Date: 10-09-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

Docusign Envelope ID: 5932226A-FBB1-4C23-AD0B-C278ABDC1BE1

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
DELAWARE LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 18-214 OF
THE DELAWARE LIMITED LIABILITY COMPANY ACT

1. The jurisdiction where the corporation was first formed is Alabama and the date the corporation first formed is August 1, 1980.

2. The jurisdiction immediately prior to filing this Certificate is Alabama.

3. The name of the corporation immediately prior to filing this Certificate is Revere Control Systems, Inc.

4. The name of the limited liability company as set forth in the Certificate of Formation is Revere Control Systems, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the eighth day of October, A.D. 2024.

Signed by:
By: _____
61A6D91D0683401...
Authorized Person

Name: Ana Bashi
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:01 PM 10/09/2024
FILED 02:01 PM 10/09/2024
SR 20243905306 - File Number 5472404

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "REVERE CONTROL SYSTEMS, LLC" FILED IN THIS OFFICE ON THE NINTH DAY OF OCTOBER, A.D. 2024, AT 2:01 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5472404 8100F
SR# 20243905306

Authentication: 204592261
Date: 10-09-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

Docusign Envelope ID: 5932226A-FBB1-4C23-AD0B-C278ABDC1BE1

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Revere Control Systems, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company.

Signed by:
By: _____
61A6D91D0683401...
Authorized Person

Name: Ana Bashi
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:01 PM 10/09/2024
FILED 02:01 PM 10/09/2024
SR 20243905306 - File Number 5472404

January 22, 2025

This letter is to address and clarify the difference in the addresses listed on the W-9 form for SJ Electro Intermediate Holdings, LLC, and the address to which invoices and bills are sent for Revere Control Systems, LLC.

The W-9 form reflects the legal address associated with our new owner, SJ Electro Intermediate Holdings, LLC. This address is used for tax reporting purposes in compliance with IRS regulations. Revere retains its historic EIN (from when it was a corporation) but uses the EIN of its owner (i.e., SJ Electro Intermediate Holdings, LLC) for income tax purposes. According to Treasury Regulation Section 301.7701-3, the entity defaults to a disregarded entity.

However, for operational purposes, the address used for receiving invoices, bills, and other correspondence is Revere's address at 5201 Princeton Way, Hoover, AL 35226. This operational address is separate from the tax reporting address to streamline business processes, manage vendor communications, and ensure timely processing of payments and related matters.

Please rest assured that despite the address discrepancy, all tax obligations are accurately managed under the TIN provided on the W-9 form. If you require further documentation or have additional questions regarding this matter, do not hesitate to reach out.

We appreciate your understanding and cooperation.

Sincerely,

Jason English
Vice President
Revere Controls Systems. LLC

2024-104 Revere Contract Assignmnet FINAL

Final Audit Report 2025-09-10

Created:	2025-09-05
By:	Annie Velez (veleza1@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK-atdZ8NMMD_u4DpCADAIBSc1WYfuJPz

"2024-104 Revere Contract Assignmnet FINAL" History

Document created by Annie Velez (veleza1@gru.com)
2025-09-05 - 1:47:49 PM GMT

Document emailed to Derek Perry (perrydd@gru.com) for signature
2025-09-05 - 1:48:00 PM GMT

Email viewed by Derek Perry (perrydd@gru.com)
2025-09-05 - 1:48:55 PM GMT

Document e-signed by Derek Perry (perrydd@gru.com)
Signature Date: 2025-09-05 - 1:49:09 PM GMT - Time Source: server

Document emailed to Debbie Daugherty (daughertydd@gru.com) for signature
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Email viewed by Debbie Daugherty (daughertydd@gru.com)
2025-09-10 - 6:24:51 PM GMT

Document e-signed by Debbie Daugherty (daughertydd@gru.com)
Signature Date: 2025-09-10 - 6:25:14 PM GMT - Time Source: server

Document emailed to Nan Johnson (njohnson@reverecontrol.com) for signature
2025-09-10 - 6:25:17 PM GMT

Email viewed by Nan Johnson (njohnson@reverecontrol.com)
2025-09-10 - 8:45:26 PM GMT

Document e-signed by Nan Johnson (njohnson@reverecontrol.com)
Signature Date: 2025-09-10 - 8:47:51 PM GMT - Time Source: server

Agreement completed.

2025-09-10 - 8:47:51 PM GMT

Adobe Acrobat Sign

Gainesville Regional Utilities
Procurement

301 SE 4th Avenue, Gainesville, FL 32601
(352) 334-3434

NOTICE OF INTENT TO AWARD
RFSQ No. RFSQ-2024-104
DRAFT GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

RESPONSE DEADLINE: October 3, 2024 at 12:00 pm

Tuesday, October 22, 2024

To all Responders of RFSQ-2024-104 DRAFT GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS

Gainesville Regional Utilities has completed its evaluation of DRAFT GENERAL SERVICE AGREEMENT (GSA) FOR INSTRUMENTATION & CONTROLS RFSQ-2024-104 and is recommending award of the contract to Revere Control Systems, Inc.

Thank you for participation in this Request for Statement of Qualification. If you have any questions, please contact me at (352) 393-1251.

Sincerely,

Zoe King
Procurement Specialist III

Gainesville Regional Utilities

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Piggyback Purchase *Sanitation Trucks*

Requested Action
Approve the purchase under the Orlando Freightliner Contract No. FSA25-VEH23.0 with the Florida Sheriffs Association to three (3) Freightliner M2 106 Grapple Loader Trucks in the total budgeted amount of $677,666.

Staff Report

The Procurement Services Department, in coordination with Public Services - Sanitation, recommends approval of this action.

To acquire three (3) Freightliner M2 106 Grapple loader trucks, the Procurement Services Department identified a contract from the Florida Sheriffs Association as the most effective procurement method. To ensure transparency, the Procurement Services Department issued a Request for Interest (RFI) No. 26-078 to notify local vendors of the City's intent to purchase under an existing governmental contract. The RFI was posted on the City's website for seven (7) business days. At the conclusion of the posting period, no vendor interest was received. Based on this, the staff recommends that the City Council approve the purchase under the Florida Sheriffs Association contract.

This purchase includes three (3) grapple loader trucks to support solid waste operations, including bulk debris and hurricane cleanup activities. These units will replace aging equipment and improve operational efficiency and emergency response capabilities.

Funding for this purchase is supported through a grant awarded by the Florida Department of Environmental Protection under the Florida State Beneficiary Mitigation Plan (Volkswagen Settlement). On December 9, 2025, City Council approved staff to apply for this grant program, which provides funding for the replacement of up to three (3) garbage trucks at a maximum of $400,000 per unit, for a total of $1,200,000. The grant prioritizes agencies upgrading equipment used for hurricane response, including the replacement of an older clam truck utilized for storm debris collection.

Funding is allocated from the Sanitation Fund, Account No. 49534-66400.

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.

Additional Analysis

Fiscal Impact Summary

This item is included in the current approved budget for Fiscal Year 2025-2026.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$677,666.	49534-66400 Sanitation Vehicles	$771,650

Exhibits Attached (copies of original agreements)

1.	City of Clermont 2027 2245 TL3 FSA Quote	City of Clermont 2027 2245 TL3 FSA Quote.pdf
2.	City of Clermont 2027 (2) TL3 FSA Quote	City of Clermont 2027 (2) TL3 FSA Quote.pdf
3.	RFI 26-078	RFI 26-078.pdf

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

3-24-26

To Brian Camp

Orlando Freightliner is pleased to quote the following Freightliner M2 106 via the 2025-2026 Florida Sheriffs Association bid #FSA25-VEH23.0

Spec #75	*$ 109,541.00*
Utilize M2 106 cab in lieu of the M2 112 for body upfit requirements	*n/c*
101-3BP 64000GVW	*$ 12,490.00*
452-006 differential locks	*$ 1,316.00*
720-003/722-002 fire ext/safety triangles	*$ 90.00*
744-1BC bright htd moto mirrors	*$ 211.00*
756-338 air ride drivers seat	*$ 166.00*
721-001 backup alarm	*$ 46.00*
157-004 remote engine start/stop	*$ 168.00*
18/24 Petersen TL3 from spec 59	*$ 114,083.00*

Non contract items

Upgrade to 2245 XDX body	*$ 18,107.00*
Total	*$256,218.00*

Estimated delivery date 7-26

Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

Prepared for:
Brian Camp
CLERMONT CITY OF
685 W MONTROSE ST

CLERMONT, FL 34711
Phone: 352-267-2558

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs
Truck Service	
AA3-004	END DUMP BODY
AF3-169	PETERSEN INDUSTRIES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
Engine	
101-3BR	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM
Electronic Parameters	
79A-069	69 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-022	PTO MODE ENGINE RPM LIMIT - 1450 RPM
79L-016	PTO MODE THROTTLE OVERRIDE - LIMIT TO 1500 RPM
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM
79Q-009	PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM
79S-005	PTO MODE CANCEL VEHICLE SPEED - 10 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED
79X-012	PTO SPEED 1 SETTING - 1400 RPM
80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS
80F-001	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING
80G-015	PTO MINIMUM RPM - 800
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80S-018	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS
Engine Equipment	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN

Prepared for:
Brian Camp
CLERMONT CITY OF
685 W MONTROSE ST

CLERMONT, FL 34711
Phone: 352-267-2558

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP

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Data Code	Description
242-998	NO MUFFLER/TAILPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-998	NO COOLANT FILTER
266-013	1100 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

Data Code	Description
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-003	MOTOR WHEEL CENTRIFUSE FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS

Data Code	Description
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE
Front Suspension	
620-025	20,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
420-1K7	MERITOR MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
421-529	5.29 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY

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Data Code	Description
451-027	CONMET CASTLITE CAST IRON REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
Rear Suspension	
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
624-011	52 INCH AXLE SPACING
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS
Pusher / Tag Equipment	
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
Brake System	
018-002	AIR BRAKE PACKAGE
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
46E-001	STANDARD AIR MANAGEMENT UNIT
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-057	STEEL AIR BRAKE RESERVOIRS MOUNTED UNDER CAB STEPS AND INSIDE FRAME JUST FORWARD OF REAR SUSPENSION
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)

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Trailer Connections	
481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
1AZ-998	NO TRAILER RECEPTACLE BRACKET
310-998	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
545-662	6625MM (261 INCH) WHEELBASE
546-124	9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI
547-037	0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-009	3050MM (120 INCH) REAR FRAME OVERHANG
55W-011	FRAME OVERHANG RANGE: 111 INCH TO 120 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 195.28 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 192.28 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 410.32 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 139.06 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 141.16 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE
585-998	NO MUDFLAP BRACKETS

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590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-18X	CONTINENTAL HDL3EP 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS

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Data Code	Description
Cab Exterior	
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
754-008	2-1/2 INCH FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
646-045	MOLD-IN COLOR GRILLE
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-002	TUNNEL/FIREWALL LINER
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-075	LED LOW BEAM AND HIGH BEAM HEADLIGHTS
302-047	LED AERODYNAMIC MARKER LIGHTS
311-001	DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
275-061	PARK BRAKE REMINDER WARNING SYSTEM
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD

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Data Code	Description
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES

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Data Code	Description
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-343	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT, SEATS INC
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

4CH-002	2 EXTRA PROGRAMMABLE SWITCHES/INDICATORS
106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
157-004	MANUAL REMOTE ENGINE STOP/START
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY

Data Code	Description
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
72J-998	NO DR ASSIST SYSTEM
73H-998	NO CAMERA/VIDEO/IMAGING SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-998	NO AM/FM RADIO ANTENNA
749-998	NO CB RADIO MOUNTING PROVISION

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Data Code	Description
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS
78C-003	INTEROPERABLE SDAR ANTENNA
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-117	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, CAPPED
4C1-012	HARDWIRE SWITCH #1,ON/OFF LATCHING, 30 AMPS BATTERY POWER
4C2-012	HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS BATTERY POWER
4C3-018	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS BATTERY POWER
4C4-018	HARDWIRE SWITCH #4,ON/OFF LATCHING, 20 AMPS BATTERY POWER
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR

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Data Code	Description
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR
Design	
065-000	PAINT: ONE SOLID COLOR
Color	
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Dealer Installed Options

		Weight Front	Weight Rear
TL3	PETERSEN TL3 LOADER AND 2245 BODY	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Quote

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales FL 33859
United States

Phone: 863-676-1493

Quote Number: 11346
Date Quoted 1/22/2026

Quote To: 1970

ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA FL 32703 United States

Phone: 800-741-3846
Fax:
Email:

Quote Date: 1/22/2026
Expiration Date: 2/21/2026
Delivery Date: 1/23/2026
Lead Time: 90 - 120 Days After Chassis Receipt

Reference:
Terms: Net 30

Sales Rep: Daniel Andrews
Email:

End User Customer: (1095) - CLERMONT, CITY OF
400 12TH STREET
CLERMONT FL 34711
United States

USD

Line	Part Number / Description	Rev	Expected Qty	List Price	Discount %	Ext. Price
1	TL3.TRUCK	0	1.00 EA			
	2026 Trash Truck Grapple Loader in PI Orange with a 2026 2245 XDX Body in PI Black with a Barn Doors on a 2026 Freightliner MC 106					
2	0.TL3		1.00 EA			
	$68773 Loader Model: 2026 Trash Truck Grapple Loader in PI Orange					
	$0 Controls Type: Standard Lever Controls					
	$0 Operator Station Type: Dual Walk Thru					
	Operator Station Options:					
	$493 Platform Grating Heat Shield					
	Pedestal Options: with, Swing Lock, with, Extended Pedestal					
	$0 Bucket: Standard Bucket 60"					
3	0.2245		1.00 EA			
	$57820 Body: 2026 MY 2245 XDX Body in PI Black					
	$0 Door: Barn Doors					
	$2700 Tarp: Electric Goal Post Tarp					
	$0 Bumper:Fixed ICC Bumper					
	Body Options:					
	$0 Full Trough					
	$0 Body Special Option 1: Body to have a See-Thru Headboard					

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Lake Wales FL 33859
United States
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Quote

Quote Number: 11346
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4 0.GENOPTS 1.00 EA

	General Options:
$73	PTO Hr Meter
$899	18x18x48 Tool Box, Mounted Under Body
	Safety/Work Lights:
$2070	RV-550 Camera in Tail Light
$439	Hose Guards (Head and/or Valve Bank)
	Safety Equipment:
$915	Grille Mount Strobes - Amber
$412	Head Work Lights - (Set of 2)
$683	LED Outrigger Strobes
$515	Amber LED Flashers (Upper Rear Corner Post)
$412	Work Lights Curb Side- (Set of 2)
$412	Work Lights Street Side - (Set of 2)

5 0.CHASSIS 1.00 EA

Chassis supplied by the customer: 2026 Freightliner MC 106
Engine: Cummins
Transmission: Allison 3000/3500 RDS
Fuel Type: DIESEL
Front Axle: 0
Rear Axle Rating: Single x 0
GVWR: 0

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

3-2-26

To Brian Camp

Orlando Freightliner is pleased to quote the following Freightliner M2 106 via the 2025-2026 Florida Sheriffs Association bid #FSA25-VEH23.0

Spec #59	*$ 83,688.00*
400-1A6 GVW Package	*$ 11,871.00*
477-006 moisture ejectors	*$ 81.00*
558-001 front tow hooks	*$ 73.00*
204-215 50 gallon fuel tank	*$ 354.00*
650-008 air ride cab	*$ 96.00*
727-1AH roof mtd air horn	*$ 107.00*
744-1BC bright htd mirrors	*$ 132.00*
721-003 backup alarm	*$ 71.00*
157-004 remote engine control	*$ 168.00*
18/24 Petersen loader and body	*$ 114,083.00*
Total	*$ 210,724.00 ea.*

Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

Prepared for:
Brian Camp
CLERMONT CITY OF
685 W MONTROSE ST

CLERMONT, FL 34711
Phone: 352-267-2558

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs
Truck Service	
AA3-004	END DUMP BODY
AF3-169	PETERSEN INDUSTRIES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
Engine	
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM
Electronic Parameters	
79A-069	69 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
79P-009	PTO RPM WITH CRUISE SET SWITCH - 1200 RPM
79Q-012	PTO RPM WITH CRUISE RESUME SWITCH - 1400 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED
79X-012	PTO SPEED 1 SETTING - 1400 RPM
80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS
80F-001	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING
80G-004	PTO MINIMUM RPM - 900
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80N-004	MAXIMUM ENGINE RPM = 1400 ON VSS FAILURE
80S-018	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS
EA8-010	ENG PROT ON LOW COOLANT LEVEL - ENABLE

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Data Code	Description
Engine Equipment	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL

Data Code	Description
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-998	NO MUFFLER/TAILPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
120-998	NO COOLANT FILTER
266-100	700 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

Prepared for:
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2455 S. ORANGE BLOSSOM TRAIL
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Data Code	Description
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID
Front Axle and Equipment	
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES

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Data Code	Description
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-027	CONMET CASTLITE CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
421-614	6.14 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
451-027	CONMET CASTLITE CAST IRON REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

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Data Code	Description
Rear Suspension	
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
623-005	FORE/AFT CONTROL RODS
Pusher / Tag Equipment	
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
Brake System	
018-002	AIR BRAKE PACKAGE
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
46E-001	STANDARD AIR MANAGEMENT UNIT
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-012	AIR DRYER MOUNTED UNDER HOOD
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)
Trailer Connections	
481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
1AZ-998	NO TRAILER RECEPTACLE BRACKET
310-998	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
545-600	6000MM (236 INCH) WHEELBASE
546-124	9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI
552-045	2025MM (80 INCH) REAR FRAME OVERHANG

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Data Code	Description
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 170.67 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 167.67 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 354.9 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 135.95 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 138.05 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)

	Data Code	Description
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
	212-007	FUEL TANK(S) FORWARD
	664-001	PLAIN STEP FINISH
	205-001	FUEL TANK CAP(S)
	122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
	216-020	EQUIFLO INBOARD FUEL SYSTEM
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires		
	093-14F	BRIDGESTONE R213 ECOPIA 11R22.5 14 PLY RADIAL FRONT TIRES
	094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES
Hubs		
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels		
	502-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 6.20 INSET 5-HAND STEEL DISC FRONT WHEELS
	505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
	496-011	FRONT WHEEL MOUNTING NUTS
	497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior		
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
	650-008	AIR CAB MOUNTING
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
	678-001	LH AND RH GRAB HANDLES
	646-045	MOLD-IN COLOR GRILLE
	65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE
	644-004	FIBERGLASS HOOD
	690-002	TUNNEL/FIREWALL LINER

Data Code	Description
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
726-002	DUAL ELECTRIC HORNS
728-001	SINGLE HORN SHIELD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-075	LED LOW BEAM AND HIGH BEAM HEADLIGHTS
302-047	LED AERODYNAMIC MARKER LIGHTS
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES
275-061	PARK BRAKE REMINDER WARNING SYSTEM
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior	
055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION

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Data Code	Description
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-343	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT, SEATS INC
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN

Data Code	Description
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

4CH-001	1 EXTRA PROGRAMMABLE SWITCH/INDICATOR
106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
157-007	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE

Prepared for:
Brian Camp
CLERMONT CITY OF
685 W MONTROSE ST

CLERMONT, FL 34711
Phone: 352-267-2558

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
73H-998	NO CAMERA/VIDEO/IMAGING SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-998	NO AM/FM RADIO ANTENNA
749-998	NO CB RADIO MOUNTING PROVISION
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS
78C-003	INTEROPERABLE SDAR ANTENNA
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES

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Data Code	Description
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-133	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT
4C1-011	HARDWIRE SWITCH #1,ON/OFF LATCHING, 30 AMPS IGNITION POWER
4C2-011	HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS IGNITION POWER
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR
Design	
065-000	PAINT: ONE SOLID COLOR
Color	
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

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Data Code	Description
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Dealer Installed Options

		Weight Front	Weight Rear
TL3	PETERSEN TL3 18 24	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Quote

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales FL 33859
United States

Phone: 863-676-1493

Quote Number: 11346
Date Quoted 1/22/2026

Quote To: 1970

ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA FL 32703 United States

Phone: 800-741-3846
Fax:
Email:

Quote Date: 1/22/2026
Expiration Date: 2/21/2026
Delivery Date: 1/23/2026
Lead Time: 90 - 120 Days After Chassis Receipt

Reference:
Terms: Net 30

Sales Rep: Daniel Andrews
Email:

End User Customer: (1095) - CLERMONT, CITY OF
400 12TH STREET
CLERMONT FL 34711
United States

Line	Part Number / Description	Rev	Expected Qty	List Price	Discount %	USD Ext. Price
1	TL3.TRUCK	0	1.00 EA			
	2026 Trash Truck Grapple Loader in PI Orange with a 2026 2245 XDX Body in PI Black with a Barn Doors on a 2026 Freightliner MC 106					
2	0.TL3		1.00 EA			
	$68773 Loader Model: 2026 Trash Truck Grapple Loader in PI Orange					
	$0 Controls Type: Standard Lever Controls					
	$0 Operator Station Type: Dual Walk Thru					
	Operator Station Options:					
	$493 Platform Grating Heat Shield					
	Pedestal Options: with, Swing Lock, with, Extended Pedestal					
	$0 Bucket: Standard Bucket 60"					
3	0.2245		1.00 EA			
	$57820 Body: 2026 MY 2245 XDX Body in PI Black					
	$0 Door: Barn Doors					
	$2700 Tarp: Electric Goal Post Tarp					
	$0 Bumper:Fixed ICC Bumper					
	Body Options:					
	$0 Full Trough					
	$0 Body Special Option 1: Body to have a See-Thru Headboard					

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales FL 33859
United States

Phone: 863-676-1493

Quote

Quote Number: 11346
Date Quoted 1/22/2026

4 0.GENOPTS 1.00 EA

	General Options:
$73	PTO Hr Meter
$899	18x18x48 Tool Box, Mounted Under Body
	Safety/Work Lights:
$2070	RV-550 Camera in Tail Light
$439	Hose Guards (Head and/or Valve Bank)
	Safety Equipment:
$915	Grille Mount Strobes - Amber
$412	Head Work Lights - (Set of 2)
$683	LED Outrigger Strobes
$515	Amber LED Flashers (Upper Rear Corner Post)
$412	Work Lights Curb Side- (Set of 2)
$412	Work Lights Street Side - (Set of 2)

5 0.CHASSIS 1.00 EA

Chassis supplied by the customer: 2026 Freightliner MC 106
Engine: Cummins
Transmission: Allison 3000/3500 RDS
Fuel Type: DIESEL
Front Axle: 0
Rear Axle Rating: Single x 0
GVWR: 0

REQUEST FOR INFORMATION

RFI 26-078

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE THREE (3) LOADER TRUCKS

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: April 2, 2026

DEADLINE FOR QUESTIONS: April 10, 2026

RESPONSE DEADLINE: April 10, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to Purchase Three (3) Loader Trucks

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
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 conduct business in the State of Florida at the time of submittal.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Three (3) Loader Trucks

1.2. Contact Information

Ramsey Jimenez
Procurement Manager
685 W Montrose St
Clermont, FL 34711
Email: rjimenez@clermontfl.org
Phone: (352) 241-7353

Department:
Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	April 2, 2026
Question Deadline	April 10, 2026, 12:00pm
Response Deadline	April 10, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov ("Software Administrator"), an e-Procurement System ("Portal") that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

👉 https://procurement.opengov.com/portal/clermontfl

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont's intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

A. Company Name: Freightliner Orlando

B. Contract Number and Title: FSA25-VEH23.0 Heavy Trucks and Buses

C. Length of Contract: through September 30, 2027

D. Product or Service Provided: Two (2) Freightliner M2 106 Grapple Loader Trucks with Petersen TL3 Loader and 1824 HDX Body Item #59

E. Estimated Annual Expenditure: $210,724 each

A. Company Name: Freightliner Orlando

B. Contract Number and Title: FSA25-VEH23.0 Heavy Trucks and Buses

C. Length of Contract: through September 30, 2027

D. Product or Service Provided: One (1) Freightliner M2 106 Grapple Loader Truck with Petersen TL3 Loader and 2245 XDX Body Item #75

E. Estimated Annual Expenditure: $256,218

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at *fsuarez@clermontfl.org* prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Fire Department Battalion Chief Position and Funding Transfer Approval
Requested Action
Approve the additional Battalion Chief positions within the Fire Department Operations Division and authorization to transfer associated funding from the EMS Transport Division (10525) to the Fire Department Division (10522).
Staff Report
The Clermont Fire Department is requesting approval to implement an additional Battalion Chief Unit that comprises three positions. Approval will add a total of three new Battalion Chiefs assigned across A, B, and C shifts to provide consistent command-level coverage. The positions will be promoted from internal candidates with the need to hire three firefighters to fill the promoted personnel. During the prior fiscal year budget workshops, the proposed Battalion Chief positions were included within the EMS Transport Division (10525), with Council consensus to implement the positions mid-year and in coordination with the opening of Fire Station 5. As the department is now approaching the operational readiness of Station 5 and is experiencing continued increases in call volume and service demand, this request formalizes the implementation of those positions as previously discussed. The current command structure has reached the safe limits for span of control. Relying on a singular on-duty Battalion Chief when Fire Station 5 opens is problematic and a safety issue, particularly during periods of simultaneous incidents, training activities, and daily operational oversight. For significant incidents requiring two command officers or a safety office, such as a residential home fire, the city must rely on aid from outside agencies. The addition of a second Battalion Chief assigned to each shift will improve incident command, enhance accountability, and ensure more effective coordination of resources across the system. The addition of the second battalion is critical for success as the department expands service delivery into developing areas, including the Wellness Way corridor. In addition to emergency scene management, Battalion Chiefs play a vital role in daily operations, including supervision of field personnel, coordination of training, and support of administrative and operational initiatives. Consistent command coverage across all shifts aligns with industry best practices and supports safe, efficient, and effective service delivery. As these positions directly support fire suppression and all-hazards response operations, the associated funding is currently budgeted within the EMS Transport Division (10525) and is recommended to be transferred to the Fire Department Division (10522). This adjustment ensures proper alignment of personnel costs with operational responsibilities and provides greater transparency in the department’s operating budget.
Additional Analysis
Fiscal Impact Summary
The total annual cost for the Battalion Chief positions is $670,215; consisting of $420,594 in regular salaries, $42,060 in overtime, and $207,561 in benefits. With a mid-year implementation, the fiscal impact for the remainder of FY 2026 is $335,108, representing one-half of the recurring annual cost. Funding for the current fiscal year is already included within the EMS Transport Division (10525), which has a current available balance of $1,223,813. This request authorizes the transfer of approximately $335,108 from the EMS Transport Division (Org #10525) to

the Fire Division (Org #10522) to fund implementation costs including regular salaries, overtime, and benefits. Final allocation of benefit line items will be coordinated with the Finance Department to ensure accurate distribution across applicable accounts. The ongoing annual fiscal impact beginning in fiscal year ending 2027 will be incorporated into the Fire Department's operating budget within the Fire Division (#10522).

No additional appropriation is required for the current fiscal year, as sufficient funding is available and has been previously budgeted within organization #10525.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$335,108	10525 EMS Transport	$1,223,813

Exhibits Attached (copies of original agreements)	
1. 10525 Ytd_Budget_Report_04-02-2026	10525 Ytd_Budget_Report_04-02-2026.xlsx

FUND	ORG	OBJ	PROJECT	ACCOUNT
100	10525	12100	22400	100 -520-525-12100-22400
100	10525	12220	22400	100 -520-525-12220-22400
100	10525	12245	22400	100 -520-525-12245-22400
100	10525	12300	22400	100 -520-525-12300-22400
100	10525	12305	22400	100 -520-525-12305-22400
100	10525	12307	22400	100 -520-525-12307-22400
100	10525	12315	22400	100 -520-525-12315-22400
100	10525	12400	22400	100 -520-525-12400-22400
100	10525	54500	22400	100 -520-525-54500-22400
100	10525	55204	22400	100 -520-525-55204-22400
100	10525	66400	22400	100 -520-525-66400-22400
100	10525	66401	22400	100 -520-525-66401-22400
	10525			
100				

ACCOUNT DESCRIPTION	TYPE	ROLLUP	SUB-ROLLUP	ORIGINAL APPROP	TRANFRS/ADJSMTS
REGULAR SALARIES	E			1,578,462	-834,618
FICA	E			98,740	-63,848
DEFINED BENEFIT PENSION	E			310,267	-208,655
GROUP INSURANCE	E			473,016	-31,119
LIFE INSURANCE	E			2,929	-1,970
L/T DISABILITY - EMPLOYER PAID	E			3,910	-2,629
EMPLOYEE ASSISTANCE PLAN	E			454	-360
WORKERS COMPENSATION	E			24,472	-15,824
COMMERCIAL INSURANCE-22400	E			5,000	0
MINOR EQUIPMENT	E			38,100	0
CAP OUT-VEHICLES	E			331,628	-329,950
CAP OUT-EQUIPMENT	E			463,038	-399,849
Total 10525 EMS TRANSPORT				3,330,016	-1,888,822
Total 100 GENERAL FUND				3,330,016	-1,888,822
Revenue Total				0	0
Expense Total				3,330,016	-1,888,822
Grand Total				3,330,016	-1,888,822

REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
743,844	15,692.32	0.00	728,152	2.10
34,892	1,010.36	0.00	33,882	2.90
101,612	3,766.15	0.00	97,846	3.70
441,897	2,730.99	0.00	439,166	0.60
959	21.98	0.00	937	2.30
1,281	29.42	0.00	1,252	2.30
94	2.58	0.00	91	2.70
8,648	0.00	0.00	8,648	0.00
5,000	0.00	0.00	5,000	0.00
38,100	0.00	0.00	38,100	0.00
1,678	0.00	0.00	1,678	0.00
63,189	0.00	0.00	63,189	0.00
1,441,194	23,253.80	0.00	1,417,940	1.60
1,441,194	23,253.80	0.00	1,417,940	1.60
0	0.00	0.00	0	0.00
1,441,194	23,253.80	0.00	1,417,940	1.60
1,441,194	23,253.80	0.00	1,417,940	1.60

CITY OF CLERMONT

AGENDA ITEM

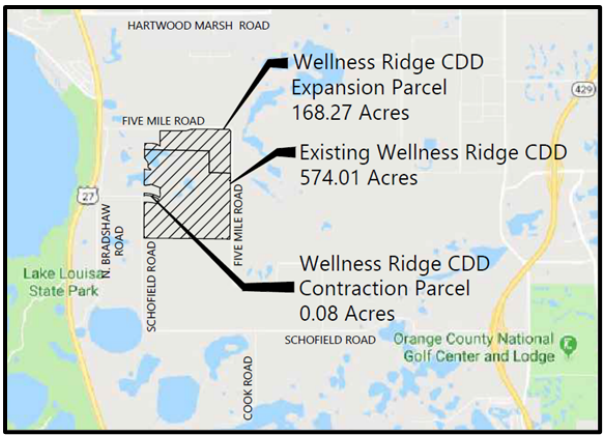
Meeting Date
Tuesday, April 14, 2026

Agenda Item Name
Ordinance No. 2026-011 *Final* *Amend Community Development District*

Requested Action
Request approval of Ordinance No. 2026-011 amending the Wellness Ridge CDD to include the Sanctuary at Wellness Ridge development.

Staff Report

The Petitioner, the Wellness Ridge Community Development District (CDD), is requesting to amend the current CDD Ordinance No. 2022-018 to expand and contract the boundary of the District to add approximately 168.27 acres and contract 0.08 acres. The current boundary includes 574.01 acres of land within the District, which is known as the Wellness Ridge Development. The Petitioner would like to add the "Sanctuary at Wellness Ridge" property, which is approximately 168 acres. The contraction includes a small portion of the neighborhood non-residential center. The request would increase the boundary district to approximately 742.20 acres.



As part of the review, City staff requested 2 conditions be placed into the ordinance. One was under Section 6, Assessments, and the other under Section 7, Board Turnover. These conditions have been added to protect the current lot owners. The Petitioner provided an estimated buildout budget analysis with the proposed expansion area included. It indicated on page 3 of the report that the assessment rate comparison showed a 10% reduction in gross per unit assessment at the build-out of the District.

The creation of the CDD is governed under Chapter 190 of the Florida Statutes. Within Lake County, there are close to 60 CDD's in existence, of which four are in the City of Clermont. The original CDD was presented and approved by City Council on May 10, 2022, for the Wellness Ridge property. The City Council's role is to hear the petition and vote to either approve or deny the requested expansion and contraction of the boundary of the Wellness Ridge CDD to include the future Sanctuary at Wellness Ridge property. The City has received an objection email from one of the property owners within Wellness Ridge Subdivision, which has been included in the packet for your review.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord 2026-011 Wellness Ridge Amend CDD (03.31.2026)	Ord 2026-011 Wellness Ridge Amend CDD (03.31.2026).pdf
2. Estimated Buildout Budget (2.25.26)	Estimated Buildout Budget (2.25.26).pdf
3. Submission Packet - Wellness Ridge CDD Petition to Expand and Contract Boundary (12.08.25) _	Submission Packet - Wellness Ridge CDD Petition to Expand and Contract Boundary (12.08.25) _.pdf
4. CDD objection email	CDD objection email.pdf
5. Wellness Ridge CDD Legal Ad	Wellness Ridge CDD Legal Ad.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO EXPAND AND CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED AND ADDED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER EXPANSION AND CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

WHEREAS, the Wellness Ridge Community Development District (the "District") was established by Ordinance No. 2022-018 of the City Council of City of Clermont, Florida (the "City"), adopted on May 10, 2022 (the "Establishment Ordinance");

WHEREAS, on December 9, 2025, the City received a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition") from the District;

WHEREAS, the City has considered the record of the public hearing and the statutory factors set forth in Chapter 190, *Florida Statutes*, in making its determination to grant or deny the Petition;

WHEREAS, pursuant to the information contained within the Petition, an investigation conducted by City staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District, the City has decided to grant the Petition to amend Ordinance No. 2022-018 to accomplish said purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:

SECTION 1. RECITALS

The above Recitals are hereby incorporated herein by reference as legislative findings of fact in support of this Ordinance.

SECTION 2. AUTHORITY

This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, and Florida law.

SECTION 3. EXPANSION

The land described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Expansion Parcel") is comprised of approximately 168.27 acres of land and is hereby added to the boundary of the District.

SECTION 4. CONTRACTION

The land described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Contraction Parcel") is comprised of approximately .08 acres of land and is hereby contracted from the boundary of the District.

SECTION 5. EXTERNAL BOUNDARY OF THE DISTRICT

After adding the Expansion Parcel to and removing the Contraction Parcel from the boundary of the District, the District's boundary is hereby determined to be comprised of approximately 742.20 acres of land, as reflected in the metes and bounds legal description attached hereto as **Exhibit "C"**.

SECTION 6. ASSESSMENTS

The District agrees not to accept any conveyances from the Developer and/or HOA of roads or amenity areas in the Expansion Parcel development marketed as "The Sanctuary at Wellness Ridge," so as to avoid an increase in the level of operation and maintenance assessments related to such improvements on any existing lots in the District.

SECTION 7. BOARD TURNOVER

The current schedule for Board turnover, Florida Statutes Chapter 190.006, shall not be delayed due to the result of the proposed expansion.

SECTION 8. ALL OTHER CONDITIONS TO REMAIN UNCHANGED

Except as expressly referenced herein, all other terms and conditions of Ordinance 2022-018 shall remain unchanged and enforceable in accordance with the terms expressed herein.

SECTION 9. SEVERABILITY AND REPEAL

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 10. 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 11. EFFECTIVE DATE

This Ordinance shall take effect upon its publication and approval, as required by Florida law.

SECTION 12. RECORDING

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of April 2026.

CITY OF CLERMONT, FLORIDA

_____
Tim Murry, Mayor

ATTEST

_____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Christian W. Waugh, City Attorney

Exhibit A

LEGAL DESCRIPTION OF EXPANSION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE EXPANSION PARCEL ONLY):

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06’55”E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53’05”E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

Exhibit B

LEGAL DESCRIPTION OF CONTRACTION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE CONTRACTION PARCEL ONLY):

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39.69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568.16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56.62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200.00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150.08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150.11 feet to the point of beginning.

The above described parcel of land contains 3,700 square feet, or 0.08 acres, more or less.

Exhibit C

OVERALL METES AND BOUNDS LEGAL DESCRIPTION AFTER EXPANSION AND CONTRACTION

[See attached.]

LEGAL DESCRIPTION:

SKETCH OF DESCRIPTION

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence S89°00'54"E, along said South line, a distance of 10.49 feet to the West Right of Way line of Five Mile Road; thence S00°19'09"W, along said West Right of Way line, a distance of 1,310.25 feet to a point on the North line of the Southeast ¼ of said Section 22; thence S00°27'16"W, a distance of 2,681.30 feet to a point on the South line of the Southeast ¼ of said Section 22; thence departing said West Right of Way line, run N89°12'03"W, along said South line, a distance of 2,612.50 feet to the Southwest corner of the Southeast ¼ of said Section 22; thence N89°32'30"W, along said South line, a distance of 2,587.56 feet to a point 60.00 feet East of the Southwest corner of the Southwest ¼ of said Section 22; thence N00°23'38"E, along a line 60.00 feet East of and parallel to the West line of the Southwest ¼ said Section 22, a distance of 2,175.74 feet; thence departing said parallel line, run S89°36'22"E, a distance of 250.13 feet; thence S84°10'21"E, a distance of 208.90 feet; thence S78°44'19"E, a distance of 322.40 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 830.00 feet and a Central Angle of 11°43'09"; thence run Northerly along the arc of said curve, a distance of 169.77 feet (Chord Bearing = N21°05'42"E, Chord = 169.47 feet) to a Point of Tangency; thence N26°57'16"E, a distance of 93.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 90°00'01"; thence run Northerly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = N18°02'44"W, Chord = 35.36 feet) to a Point of Non Tangency; thence N63°02'44"W, a distance of 69.42 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 1,671.84 feet and a Central Angle of 27°37'14"; thence run Westerly along the Arc of said curve, a distance of 805.94 feet (Chord Bearing = N76°51'21"W, Chord = 798.16 feet) to a Point of Compound Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°56'45"; thence Southwesterly along the arc, a distance of 38.81 feet, (Chord Bearing= S44°51'40"W, Chord =35.03 feet) to a Point of Non Tangency, said point also being a point on the aforesaid parallel line; thence N00°23'38"E, along said parallel line, a distance of 143.33 feet to a point on the South line of the Northwest ¼ of aforesaid Section 22; thence N00°23'17"E, along a line 60.00 feet East of and parallel to the West line of the Northwest ¼ of said Section 22, a distance of 26.69 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 90°57'18"; thence run Southeasterly along the arc of said curve, a distance of 39.69 feet (Chord Bearing = S45°05'22"E, Chord = 35.65 feet) to a Point of Reverse Curve, Concave to the South, having a Radius of 1,791.84 feet and a Central Angle of

SEE SHEET 2 OF 14 FOR CONTINUATION

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). BASIS OF BEARING BEING THE WEST LINE OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING N00°06'55"E. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LENNAR

DATE OF SKETCH: 5/23/2025	REVISIONS:
SCALE: 1" = 1000'/300'	REV. LEGAL 9/8/2025
SEC. 15 & 22, TWP. 23 S, RNG. 26 E	REV. ACREAGE 11/3/2025
CAD FILE: AMENDED CDD	
JOB NO.: 23-259 DRAWN BY: BHJ	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued):

SKETCH OF DESCRIPTION

08°01'21"; thence Easterly along the arc, a distance of 250.89 feet, (Chord Bearing = S86°33'45"E, Chord = 250.69 feet) to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 2200.00 feet and a Central Angle of 03°54'34"; thence run Southeasterly along the arc of said curve, a distance of 150.11 feet (Chord Bearing = S79°30'59"E, Chord = 150.08 feet) to a Point of Non Tangency; thence S66°39'41"E, a distance of 56.62 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2190.00 feet and a Central Angle of 08°41'58"; thence run Southeasterly along the arc of said curve, a distance of 332.52 feet (Chord Bearing = S71°45'24"E, Chord = 332.20 feet) to a Point of Non Tangency; thence S75°00'13"E, a distance of 28.27 feet to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 1791.84 feet and a Central Angle of 01°19'54"; thence run Southeasterly along the arc of said curve, a distance of 41.64 feet (Chord Bearing = S63°42'48"E, Chord = 41.64 feet) to a Point of Non Tangency; thence S63°02'44"E, a distance of 68.37 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 94°28'09"; thence run Easterly along the Arc of said curve, a distance of 41.22 feet (Chord Bearing = N69°43'11"E, Chord = 36.71 feet) to a Point of Compound Curve, Concave to the West, having a Radius of 370.00 feet and a Central Angle of 33°19'06"; thence Northerly along the arc, a distance of 215.16 feet, (Chord Bearing= N05°49'34"E, Chord =212.14 feet)to a point of reverse curve concave to the East having a Radius of 855.00 feet and a Central Angle of 23°12'50"; thence Northerly along the arc, a distance of 346.41 feet, (Chord Bearing = N00°46'26"E, Chord = 344.05 feet) to a Point of Non Tangency; thence N69°32'44"W, a distance of 625.69 feet; thence S42°14'16"W, a distance of 39.72 feet; thence S82°07'45"W, a distance of 127.35 feet; thence S82°09'06"W, a distance of 164.00 feet; thence N76°26'03"W, a distance of 32.81 feet; thence N89°36'43"W, a distance of 40.00 feet to a point on the aforesaid parallel line; thence N00°23'17"E, along said parallel line, a distance of 976.77 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 35.00 feet and a Central Angle of 92°19'17"; thence run Southeasterly along the arc of said curve, a distance of 56.40 feet (Chord Bearing = S45°46'21"E, Chord = 50.49 feet) to a Point of Tangency; thence N88°04'01"E, a distance of 75.27 feet to the Point of Curvature of a curve concave to the South, having a Radius of 1,030.00 feet and a Central Angle of 14°43'02"; thence run Easterly along the Arc of said curve, a distance of 264.57 feet (Chord Bearing = S84°34'28"E, Chord = 263.84 feet) to a Point of Non Tangency; thence N12°47'02"E, a distance of 45.00 feet; thence N58°22'48"W, a distance of 115.94 feet; thence N42°42'47"W, a distance of 108.10 feet; thence N19°04'09"E, a distance of 66.46 feet; thence N07°13'19"W, a distance of 226.44 feet; thence N39°01'14"W, a distance of 217.22 feet; thence N21°00'27"W, a distance of 67.17 feet; thence N89°36'43"W, a distance of 40.00 feet; thence N00°22'43"E, a distance of 531.67 feet to the North line of Section 22, Township 23 South, Range 26 East, Lake County, Florida, said point also being the Northwest corner of the a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):
The Northerly 25.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):
The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast ¼ of the Southeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

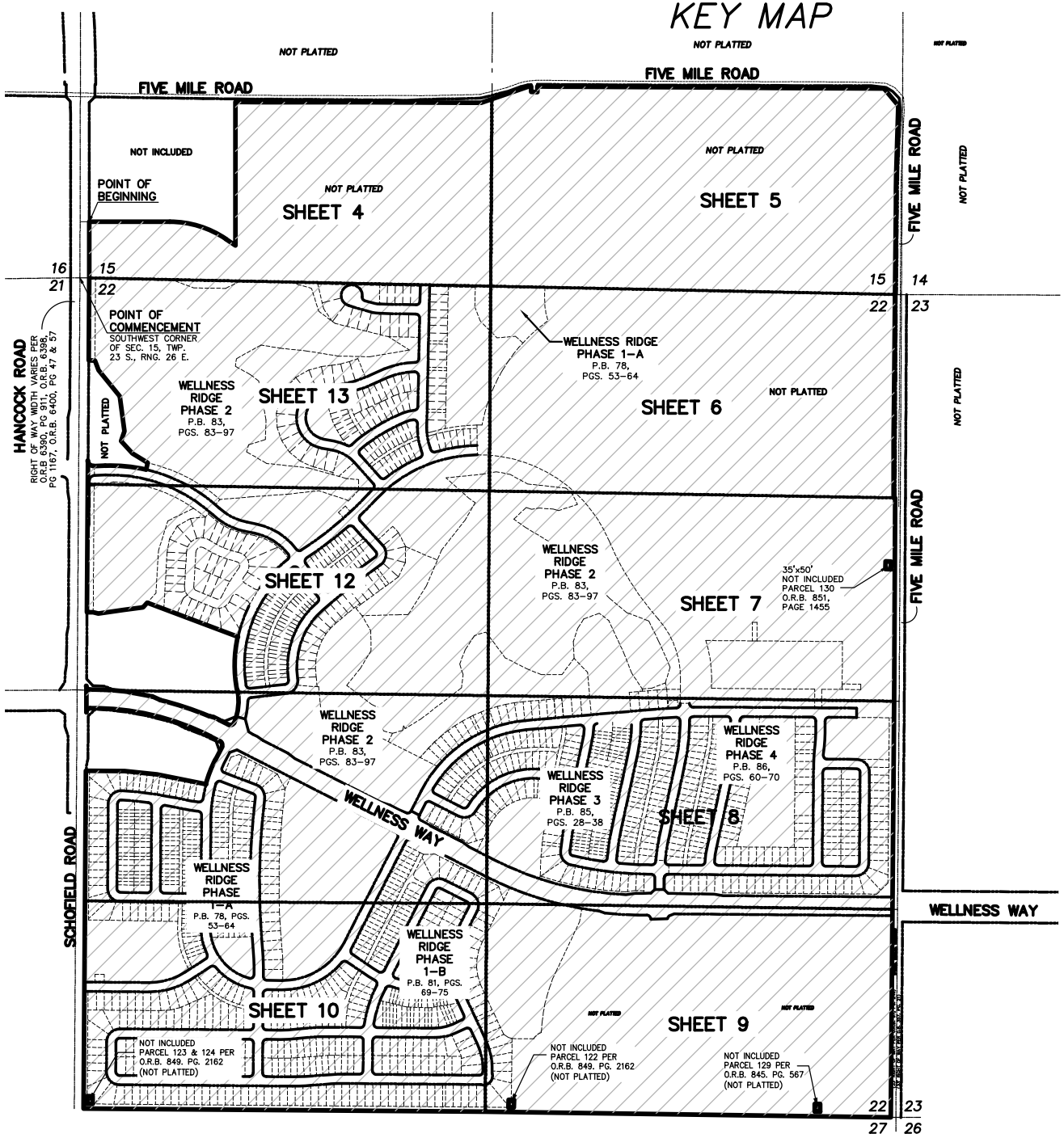
Parcel 130 (fee simple):
The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 742.20 acres, more or less.

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION
AMENDED CDD
KEY MAP



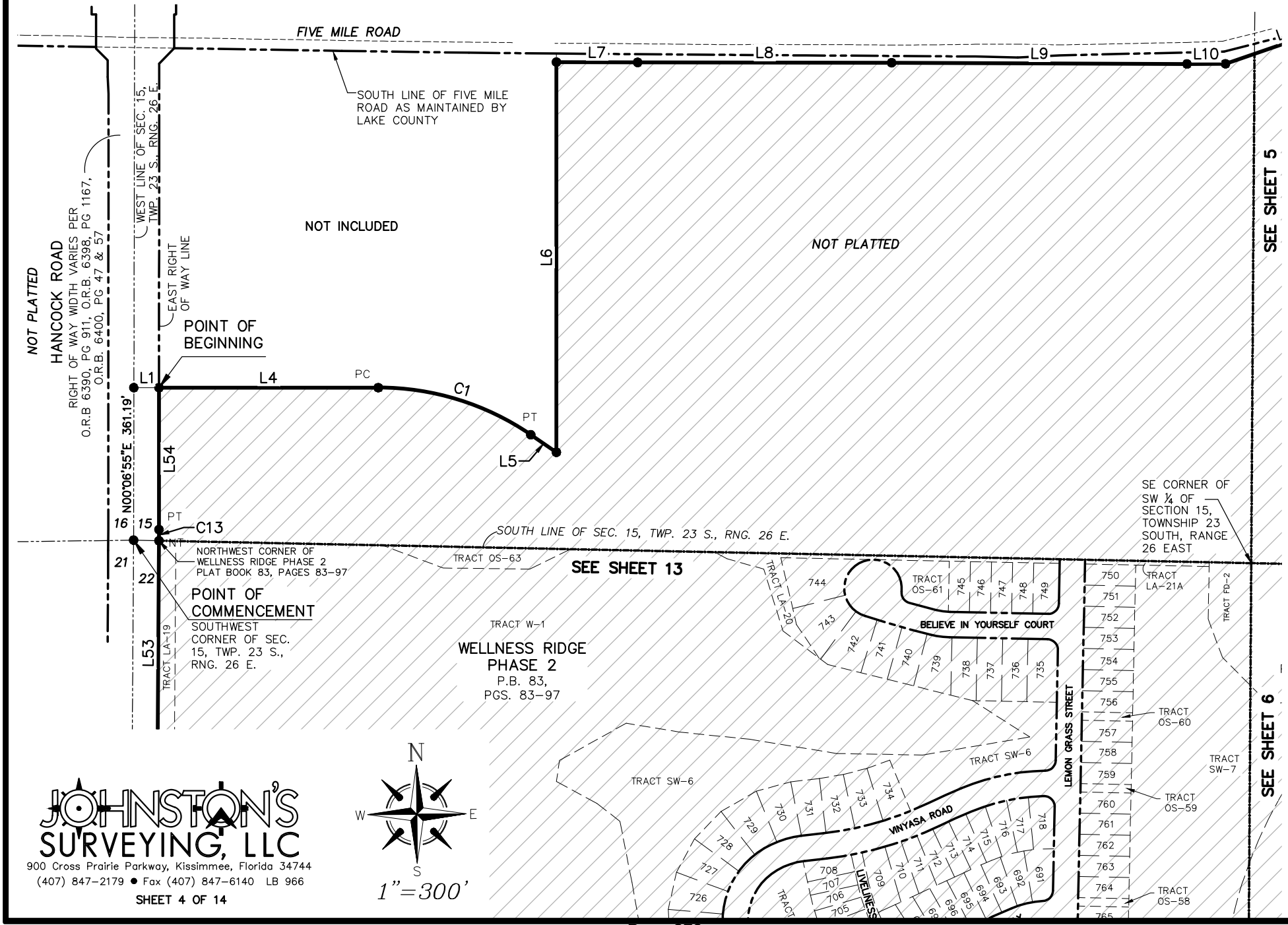
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1"=1000'

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SHEET 3 OF 14

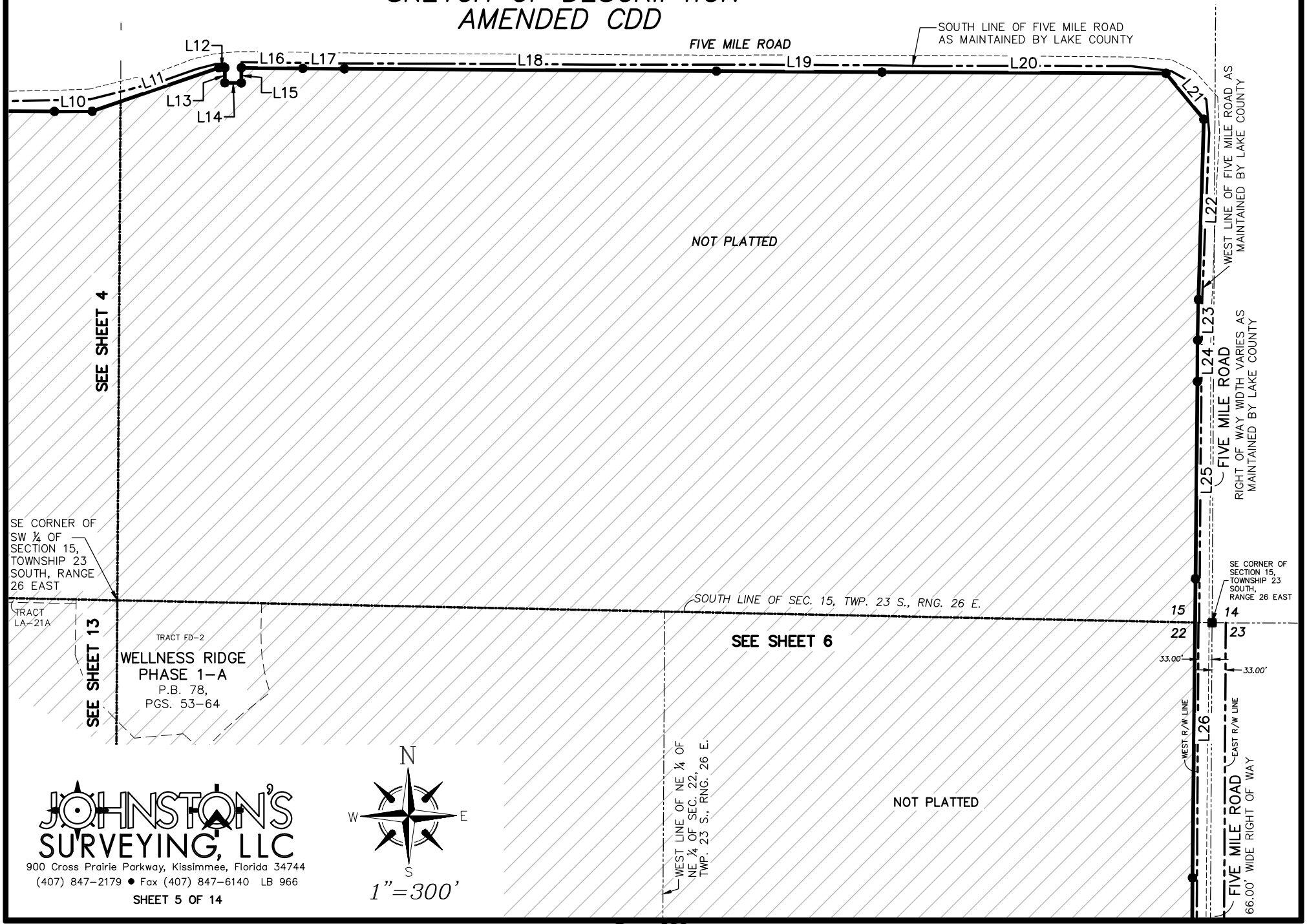
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 4 OF 14

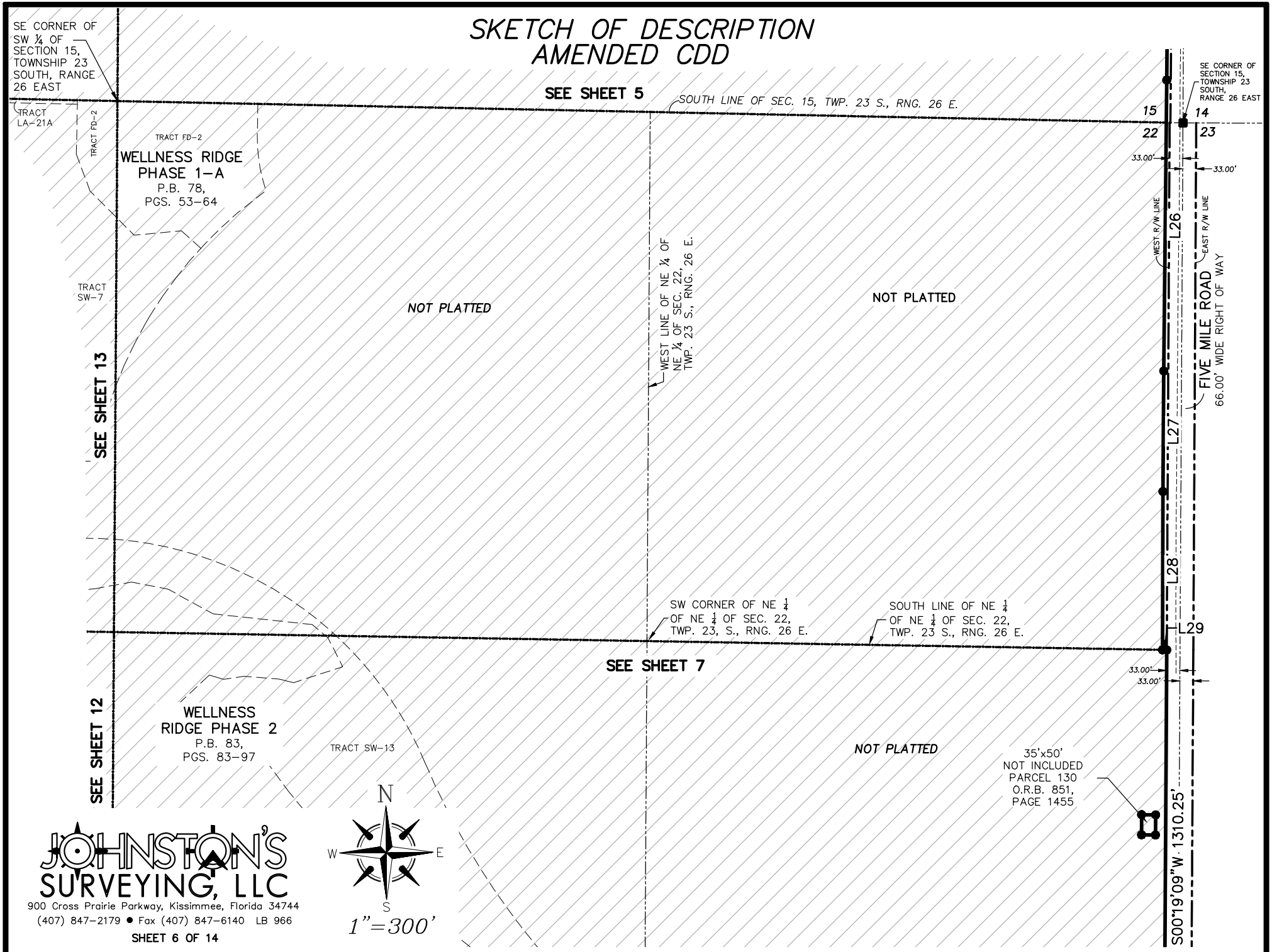
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 5 OF 14

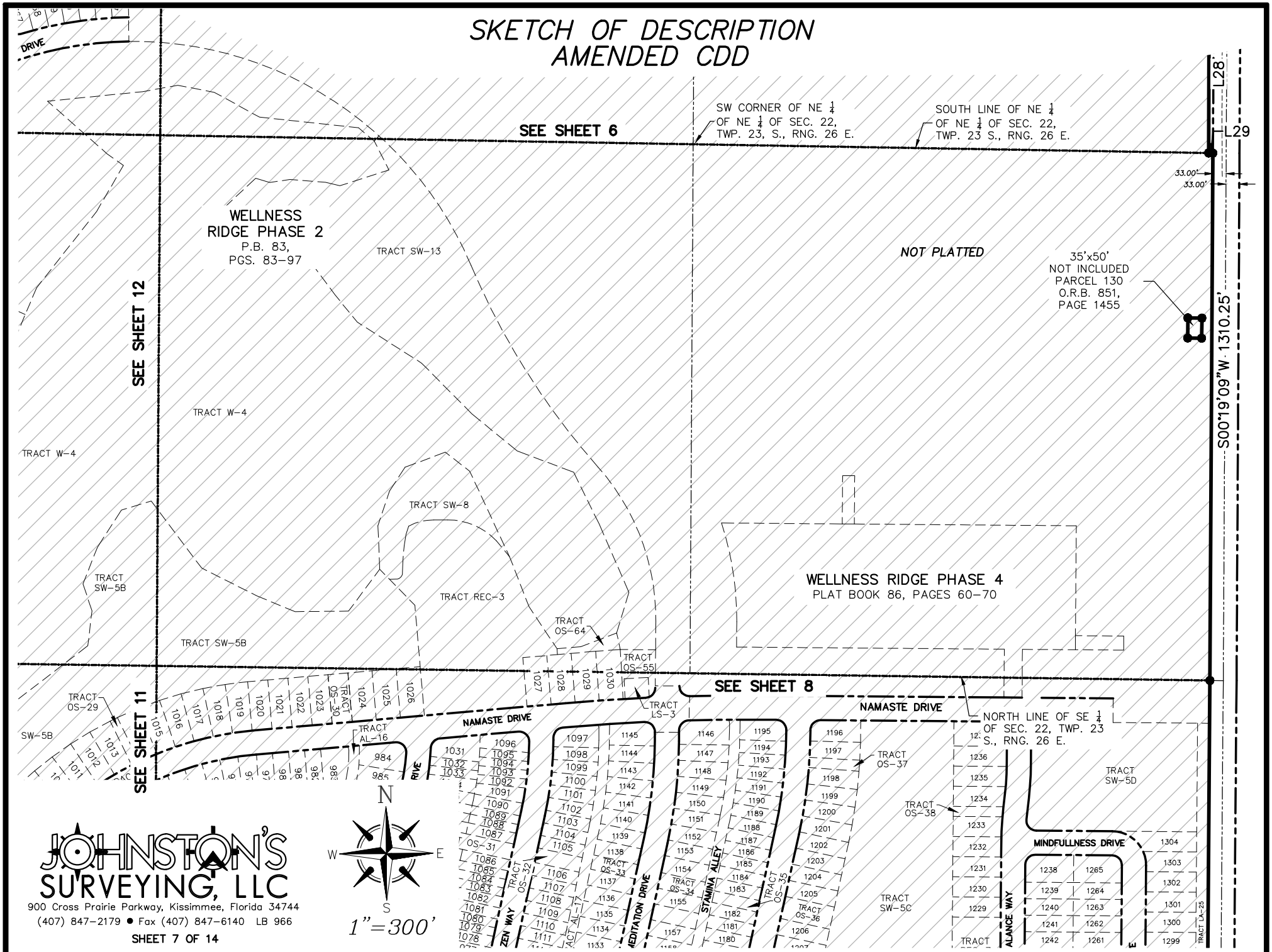
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 6 OF 14

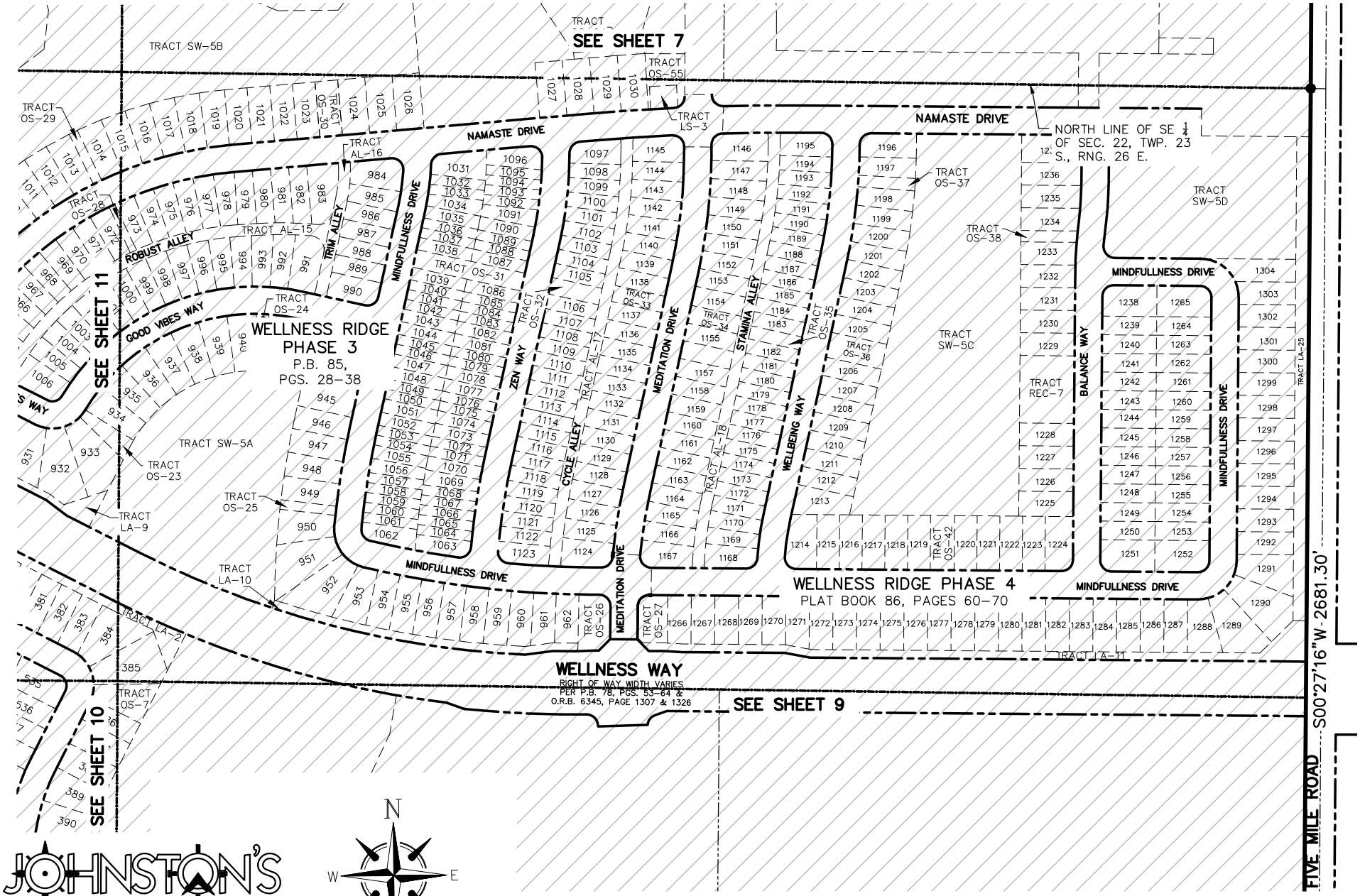
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 7 OF 14

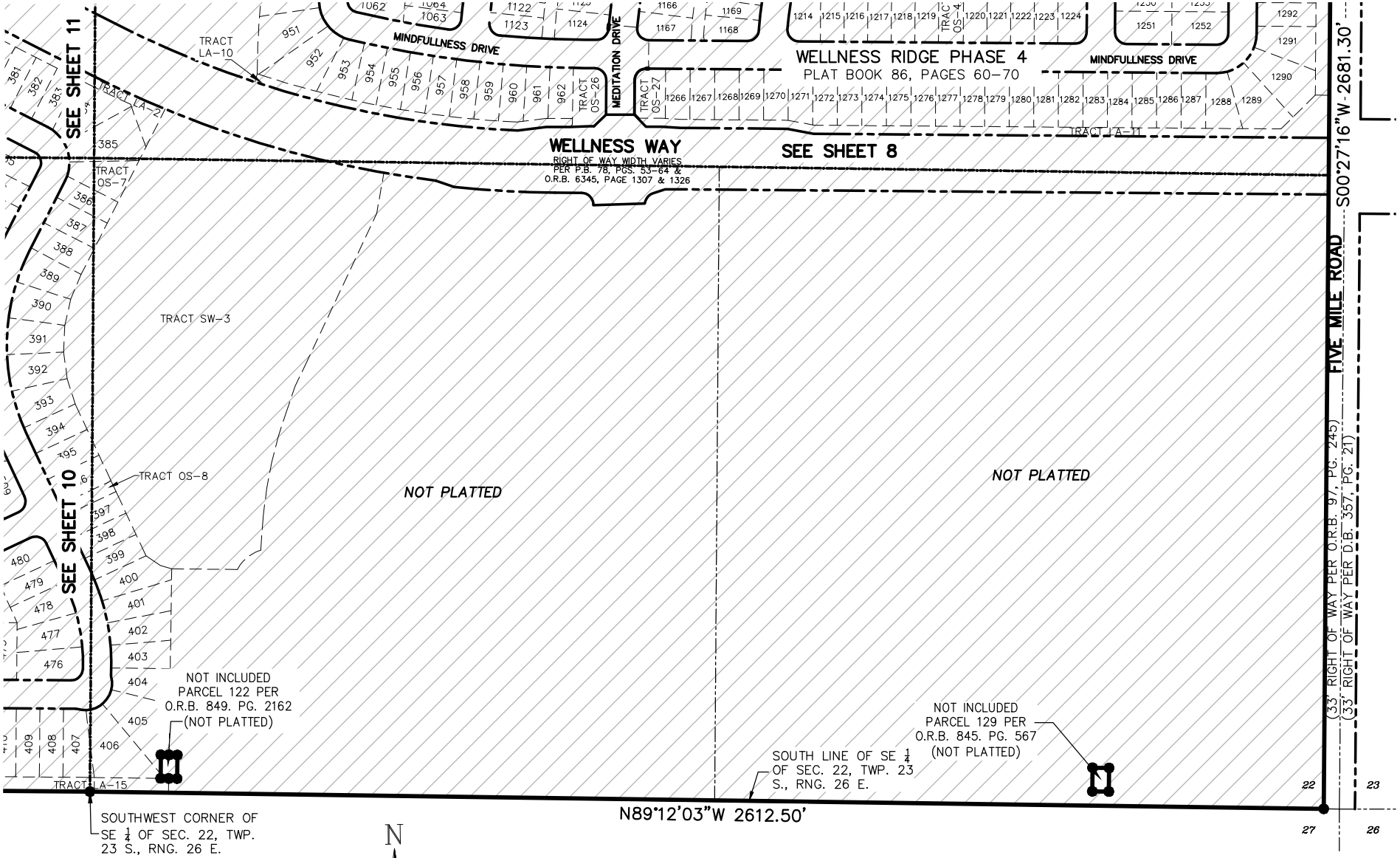
SKETCH OF DESCRIPTION
AMENDED CDD



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900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 8 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



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W E

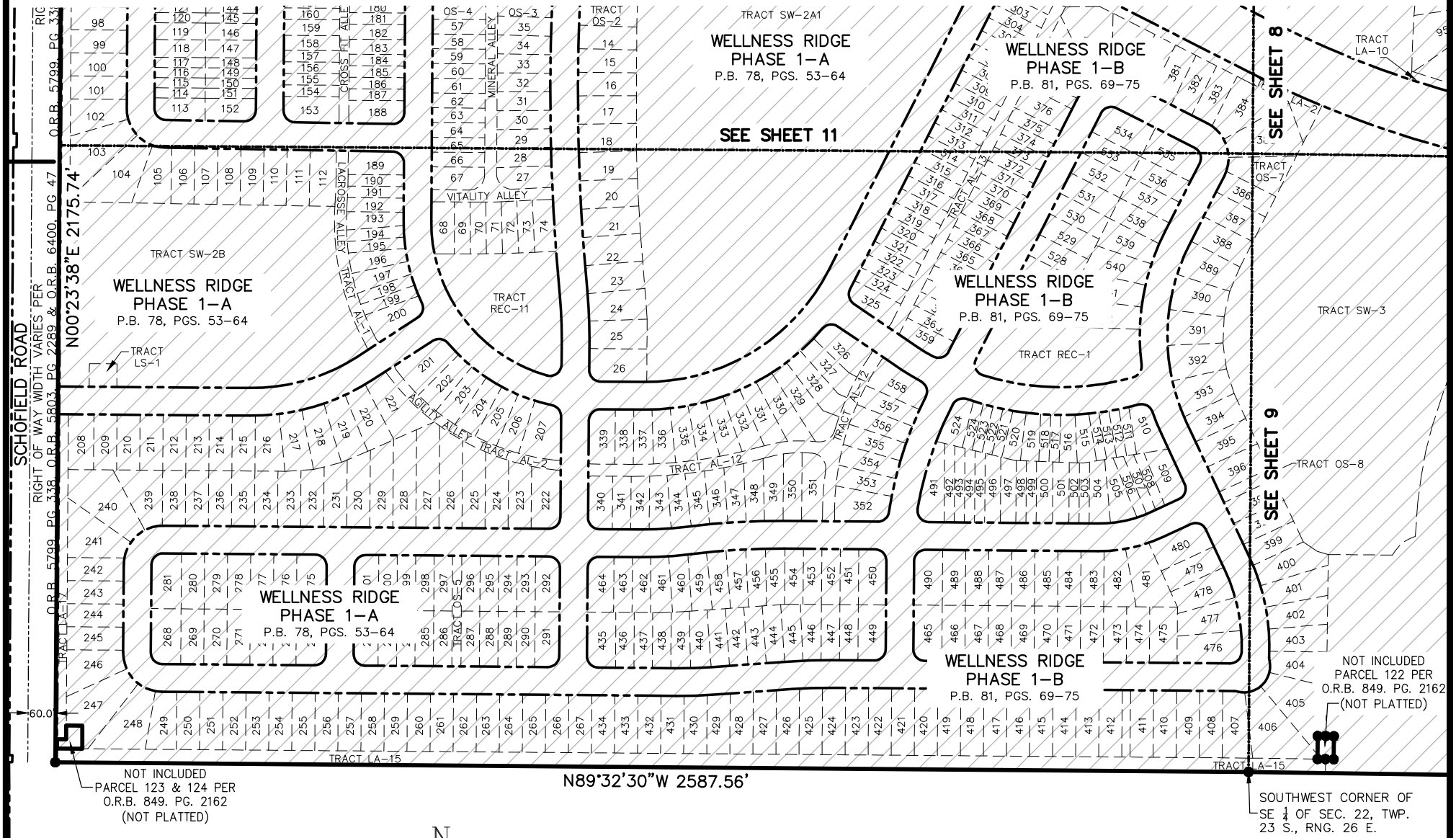
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1"=300'

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SHEET 9 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



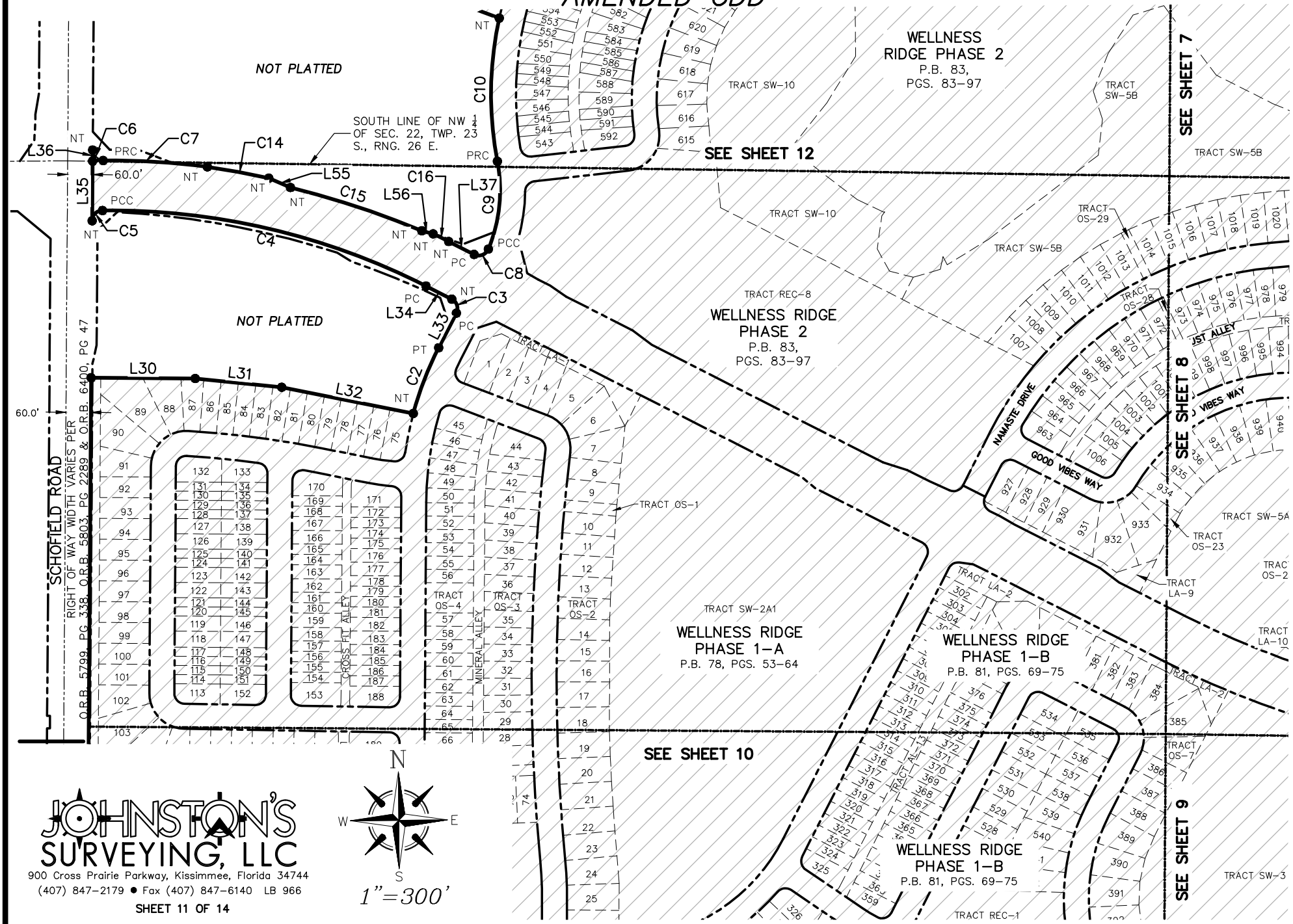
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 10 OF 14

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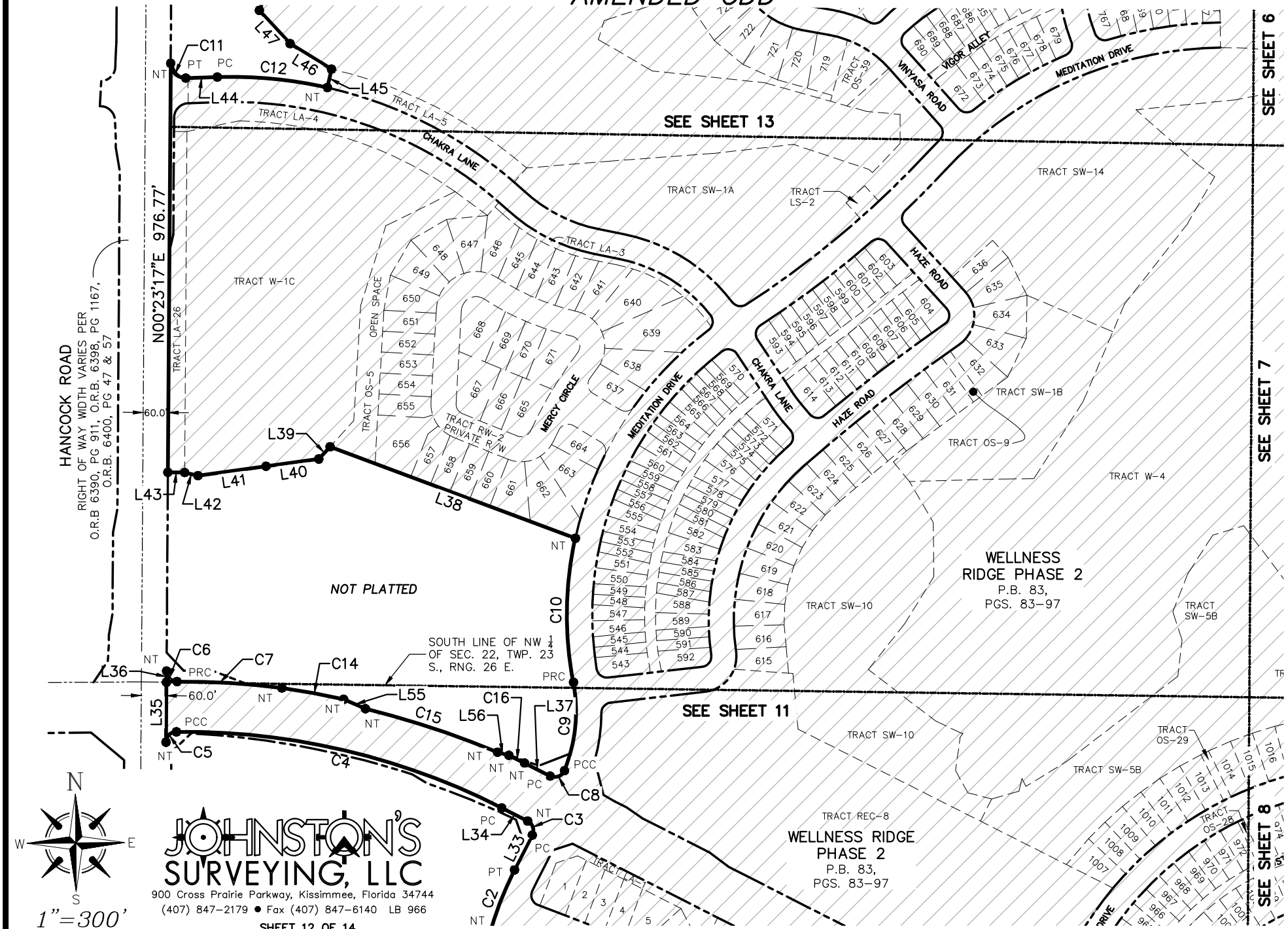
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 11 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



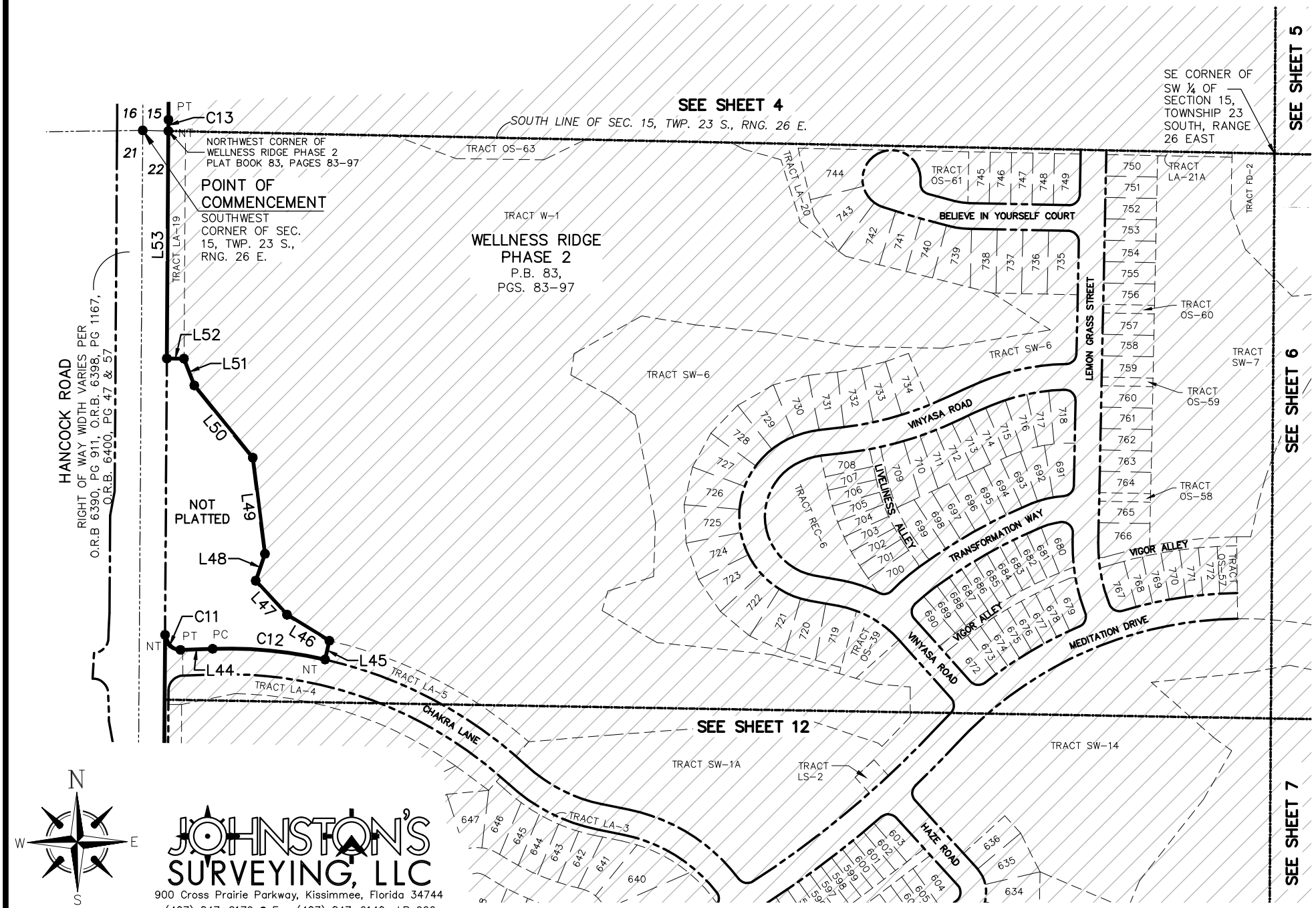
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SHEET 12 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
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SHEET 13 OF 14

LINE AND CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	640.00'	34°20'41"	383.63'	S72°49'39"E	377.92'
C2	830.00'	11°43'09"	169.77'	N21°05'42"E	169.47'
C3	25.00'	90°00'01"	39.27'	N18°02'44"W	35.36'
C4	1671.84'	27°37'14"	805.94'	N76°51'21"W	798.16'
C5	25.00'	88°56'45"	38.81'	S44°51'40"W	35.03'
C6	25.00'	90°57'18"	39.69'	S45°05'22"E	35.65'
C7	1791.84'	8°01'21"	250.89'	S86°33'45"E	250.69'
C8	25.00'	94°28'09"	41.22'	N69°43'11"E	36.71'
C9	370.00'	33°19'06"	215.16'	N05°49'34"E	212.14'
C10	855.00'	23°12'50"	346.41'	N00°46'26"E	344.05'
C11	35.00'	92°19'17"	56.40'	S45°46'21"E	50.49'
C12	1030.00'	14°43'02"	264.57'	S84°34'28"E	263.84'
C13	8060.00'	0°11'17"	26.44'	N00°07'22"E	26.44'
C14	2200.00'	3°54'34"	150.11'	S79°30'59"E	150.08'
C15	2190.00'	8°41'58"	332.52'	S71°45'24"E	332.20'
C16	1791.84'	1°19'54"	41.64'	S63°42'48"E	41.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'05"E	59.46'
L4	N90°00'00"E	519.14'
L5	S55°39'19"E	73.56'
L6	N00°00'00"E	923.96'
L7	S89°46'08"E	192.27'
L8	S89°54'57"E	601.49'
L9	S89°46'50"E	699.14'
L10	N89°50'41"E	91.15'
L11	N71°04'26"E	323.76'
L12	N89°51'13"E	14.63'
L13	S00°18'54"W	36.18'
L14	S89°41'06"E	40.00'
L15	N00°18'54"E	36.41'
L16	S89°24'40"E	148.53'
L17	S89°31'36"E	100.35'
L18	S89°38'36"E	899.24'
L19	S89°39'03"E	400.05'
L20	S89°45'36"E	686.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S39°27'09"E	144.12'
L22	S01°43'38"W	436.09'
L23	S01°01'19"W	98.13'
L24	S00°30'58"W	99.49'
L25	S00°32'26"W	477.29'
L26	S00°34'39"W	722.77'
L27	S00°23'32"W	299.56'
L28	S00°11'21"W	393.41'
L29	S89°00'54"E	10.49'
L30	S89°36'22"E	250.13'
L31	S84°10'21"E	208.90'
L32	S78°44'19"E	322.40'
L33	N26°57'16"E	93.25'
L34	N63°02'44"W	69.42'
L35	N00°23'38"E	143.33'
L36	N00°23'17"E	26.69'
L37	S63°02'44"E	68.37'
L38	N69°32'44"W	625.69'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	S42°14'16"W	39.72'
L40	S82°07'45"W	127.35'
L41	S82°09'06"W	164.00'
L42	N76°26'03"W	32.81'
L43	N89°36'43"W	40.00'
L44	N88°04'01"E	75.27'
L45	N12°47'02"E	45.00'
L46	N58°22'48"W	115.94'
L47	N42°42'47"W	108.10'
L48	N19°04'09"E	66.46'
L49	N07°13'19"W	226.44'
L50	N39°01'14"W	217.22'
L51	N21°00'27"W	67.17'
L52	N89°36'43"W	40.00'
L53	N00°22'43"E	531.67'
L54	N00°01'44"E	335.86'
L55	S66°39'41"E	56.62'
L56	S75°00'13"E	28.27'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
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Wellness Ridge

Community Development District

Estimated Buildout Budget with Proposed Expansion Area

DRAFT

Table of Contents

1-3 General Fund

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Wellness Ridge
Community Development District
Estimated Buildout Budget with Expansion
General Fund

Description	Amended Budget FY2026	Buildout Budget w/ Expansion
Revenues		
Assessments	$ 1,328,389	$ 1,961,562
Intergovernmental Revenue - MSTU	$ 169,600	$ 248,400
Total Revenues	**$ 1,497,989**	**$ 2,209,962**
Expenditures		
Administrative		
Supervisor Fees	$ 12,000	$ 12,000
FICA Expenditures	$ 918	$ 918
Engineering	$ 15,000	$ 15,000
Attorney	$ 25,000	$ 25,000
Annual Audit	$ 6,500	$ 14,000
Assessment Administration	$ 5,408	$ 5,570
Arbitrage	$ 1,350	$ 2,250
Dissemination	$ 9,724	$ 17,890
Disclosure Software	$ 5,000	$ 5,000
Trustee Fees	$ 13,500	$ 22,500
Management Fees	$ 43,775	$ 45,088
Information Technology	$ 1,947	$ 2,005
Website Maintenance	$ 1,298	$ 1,337
Telephone	$ 300	$ 300
Postage	$ 1,000	$ 1,000
Insurance	$ 5,898	$ 6,311
Printing & Binding	$ 1,000	$ 1,000
Legal Advertising	$ 10,000	$ 7,500
Other Current Charges	$ 4,250	$ 4,250
Office Supplies	$ 625	$ 625
Travel Per Diem	$ 660	$ 660
Dues, Licenses & Subscriptions	$ 175	$ 175
Total Administrative:	**$ 165,327**	**$ 190,379**

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Wellness Ridge
Community Development District
Estimated Buildout Budget with Expansion
General Fund

Description	Amended Budget FY2026	Buildout Budget w/ Expansion
Operations & Maintenance		
Contract Services		
Property Insurance	$ 15,000	$ 20,000
Field Management	$ 16,223	$ 16,709
Fountain Maintenance	$ -	$ 1,500
Landscape Maintenance	$ 537,840	$ 924,240
Landscape Maintenance - MSTU	$ 169,600	$ 248,400
Lake Maintenance	$ 2,460	$ 5,486
Contract Services Subtotal:	**$ 741,123**	**$ 1,216,336**
Repairs & Maintenance		
Landscape Replacement	$ 4,050	$ 30,000
Irrigation Repairs	$ 5,000	$ 25,000
General Repairs & Maintenance	$ 4,050	$ 15,000
Alleyway & Sidewalk Maintenance	$ 5,000	$ 20,000
Signage	$ 1,500	$ 7,500
Walls - Repair/Cleaning	$ 1,500	$ 7,000
Fencing	$ 1,500	$ 7,500
Dog Station/Trash Removal	$ 2,500	$ 5,000
Repairs & Maintenance Subtotal:	**$ 25,100**	**$ 117,000**
Utilities		
Electric	$ 25,000	$ 25,000
Water & Sewer	$ 40,000	$ 55,000
Streetlights	$ 441,684	$ 526,248
Utilities Subtotal:	**$ 506,684**	**$ 606,248**
Other		
Contingency	$ 59,756	$ 25,000
Capital Reserve Transfer	$ -	$ 55,000
Other Subtotal:	**$ 59,756**	**$ 80,000**
Total Operations & Maintenance:	**$ 1,332,663**	**$ 2,019,584**
Total Expenditures	**$ 1,497,989**	**$ 2,209,962**
Excess Revenues/(Expenditures)	$ -	$ -

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Wellness Ridge
Community Development District
General Fund - O&M Assessments Comparison

FY26 Amended Budget - Assessment Rates

Product	Assessable Units	ERU/ Unit	ERU's	Net Assessment	Gross Assessment	Net Per Unit	Gross Per Unit
Townhome 22'	343	0.44	150.92	$ 163,444	$ 173,877	$476.51	$506.93
Townhome 25'	98	0.5	49.00	$ 53,067	$ 56,454	$541.50	$576.06
Townhome 27'	0	0.54	0.00	$ -	$ -	$0.00	$0.00
Single-Family 32'	221	0.64	141.44	$ 153,177	$ 162,954	$693.11	$737.35
Single-Family 40'	241	0.8	192.80	$ 208,800	$ 222,127	$866.39	$921.69
Single-Family 41'	112	0.82	91.84	$ 99,461	$ 105,810	$888.05	$944.73
Single-Family 50'	495	1	495.00	$ 536,077	$ 570,294	$1,082.98	$1,152.11
Single-Family 60'	88	1.2	105.60	$ 114,364	$ 121,664	$1,299.59	$1,382.54
	1598		**1226.60**	**$ 1,328,389**			

Estimated Buildout Budget with Expansion - Assessment Rates

Product	Assessable Units	ERU/ Unit	ERU's	Net Assessment	Gross Assessment	Net Per Unit	Gross Per Unit
Townhome 22'	343	0.44	150.92	$ 147,614	$ 157,036	$430.36	$457.83
Townhome 25'	98	0.5	49.00	$ 47,926	$ 50,986	$489.05	$520.26
Townhome 27'	403	0.54	217.62	$ 212,852	$ 226,439	$528.17	$561.88
Single-Family 32'	221	0.64	141.44	$ 138,341	$ 147,172	$625.98	$665.93
Single-Family 40'	241	0.8	192.80	$ 188,576	$ 200,613	$782.47	$832.42
Single-Family 41'	156	0.82	127.92	$ 125,117	$ 133,104	$802.03	$853.23
Single-Family 50'	911	1	911.00	$ 891,041	$ 947,916	$978.09	$1,040.52
Single-Family 60'	179	1.2	214.80	$ 210,094	$ 223,504	$1,173.71	$1,248.63
	2552		**2005.50**	**$ 1,961,562**			

Assessment Rate Comparison

Product	Gross Per Unit FY26	Gross Per Unit - Buildout	Variance	% Change
Townhome 22'	$506.93	$457.83	-$49.10	-10%
Townhome 25'	$576.06	$520.26	-$55.80	-10%
Townhome 27'	$0.00	$561.88	$561.88	** New product type under Buildout
Single-Family 32'	$737.35	$665.93	-$71.42	-10%
Single-Family 40'	$921.69	$832.42	-$89.27	-10%
Single-Family 41'	$944.73	$853.23	-$91.50	-10%
Single-Family 50'	$1,152.11	$1,040.52	-$111.59	-10%
Single-Family 60'	$1,382.54	$1,248.63	-$133.91	-10%

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ORIGIN ID:ORLA (407) 481-5800
SARA MYERS
LATHAM,LUNA,EDEN & BEAUDINE LLP
201 S ORANGE AVE
SUITE 1400
ORLANDO, FL 32801
UNITED STATES US

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C/O CITY CLERK, TRACY ACKROYD HOWE
685 WEST MONTROSE STREET

CLERMONT FL 34711
(407) 481-5800
INV:
PO: WELLNESS RIDGE EXPANSION

REF: 10080-006
DEPT:

58HJ4/2C22/59F2

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December 8, 2025

Via FedEx Delivery

City of Clermont
c/o City Clerk, Tracy Ackroyd Howe
685 West Montrose Street
Clermont, Florida 34711

RE: Submission of Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "District")

Dear Sir/Madam,

Enclosed are the following items for review and consideration by the City of Clermont:

1. Check for $1,500 made payable to the City of Clermont; and
2. Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District.

Please contact the undersigned with any questions or requests for additional information at ktrucco@lathamluna.com, jlazarovich@lathamluna.com and jcarpenter@lathamluna.com, or by calling the telephone number listed above. Thank you for your assistance.

Regards,

/s/ Kristen Trucco

Kristen E. Trucco, Esq.
Jay E. Lazarovich, Esq.
Jan A. Carpenter, Esq.
Counsel for Wellness Ridge Community Development District

cc: City Manager, Rick Van Wagner
City Counsel, Christian W. Waugh, Esq.

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

4835

LATHAM, LUNA, EDEN & BEAUDINE, LLP
OPERATING ACCOUNT
201 S. ORANGE AVENUE, STE.1400
ORLANDO, FLORIDA 32801
(407) 481-5800

FLCBank
Florida Capital Bank, N.A.
800.318.3159
63-1214/631

11/20/2025

PAY TO THE ORDER OF City of Clermont

$ **1,500.00

One thousand five hundred and 00/100 ********** DOLLARS

City of Clermont

TWO SIGNATURES REQUIRED OVER $1500.00
VOID AFTER 90 DAYS

MEMO

AUTHORIZED SIGNATURE

⑈004835⑈ ⑆063112142⑆ 000007849 2⑈

LATHAM, LUNA, EDEN & BEAUDINE, LLP - OPERATING ACCOUNT
11/20/2025 City of Clermont **Check # 4835**

4835

Date	Type	Reference	Description	Original Amount	Balance Due	Payment
11/20/2025	Bill	Wellness Ridge Establishment Petition	Payment disbursement to City of Clermont for Wellness Ridge Establishment Petition.	1500.00	1500.00	1,500.00

FLCBank Checking 1,500.00

11/20/2025 City of Clermont Check # 4835
LATHAM, LUNA, EDEN & BEAUDINE, LLP - OPERATING ACCOUNT
4835

Date	Type	Reference	Description	Original Amount	Balance Due	Payment
11/20/2025	Bill	Wellness Ridge Establishment Petition	Payment disbursement to City of Clermont for Wellness Ridge Establishment Petition.	1500.00	1500.00	1,500.00

FLCBank Checking 1,500.00

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BEFORE THE COUNCIL FOR THE CITY OF CLERMONT, FLORIDA

IN RE:	**AN ORDINANCE PURSUANT TO SECTION 190.046, FLORIDA STATUTES, TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**	**)))))**

PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, the Wellness Ridge Community Development District, a local unit of special-purpose government (the "Petitioner" or the "District"), established by Ordinance 2022-018 of the City Council of the City of Clermont, Florida (the "City"), by and through its attorneys, hereby petitions the City, pursuant to the "Uniform Community Development District Act of 1980," Section 190.046(1), *Florida Statutes*, to adopt an Ordinance amendment to expand and contract the boundary of the District to add and remove the property described herein to and from the District.

In support of this Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), the Petitioner submits:

1. Petitioner. Petitioner has its principal place of business at c/o Governmental Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801. Copies of all correspondence should be sent to: Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Attention: District Manager, and Latham, Luna, Eden & Beaudine, LLP, 201 S. Orange Ave., Suite 1400, Orlando, Florida 32801, Attention: District Counsel.

2. Location and Description of Current District Boundary and Proposed District Boundary. The land currently constituting the District is located entirely within the boundaries of the City; **Exhibit "A"** attached hereto depicts the existing general location and external boundaries of the District. The District's boundary currently includes approximately 574.01 acres of land. The overall metes and bounds legal description of the existing boundary of the District is set forth in **Exhibit "B"** attached hereto. The proposed District's boundary, after the requested contraction and expansion, includes approximately 742.20 acres of land, as depicted in the general location maps collectively attached as **Exhibit "C"**. An overall metes and bounds legal description of the proposed external boundaries of the District is set forth in **Exhibit "D"** attached hereto.

3. Description of Lands to be Contracted from and Added to the District. A metes and bounds legal description of the real property to be contracted from the District's boundary is set forth in **Exhibit "E"** attached hereto and consists of approximately .08 acres (the "Contraction Parcel"). A metes and bounds legal description of the real property to be added to the District's

boundary is set forth in **Exhibit "F"** attached hereto and consists of approximately 168.27 acres (the "Expansion Parcel").

4. Landowner Consent. The names and last known addresses of the owners of the real property to be contracted from and added to the District's boundary are set forth in **Exhibit "G"** attached hereto. Landowner consent statements from SSP-HS LOT OPTION A POOL 01, L.P., a Delaware limited partnership, located at 23975 Park Sorrento, Suite 220, Calabasas, California 91302, and SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company, located at Post Office Box 135, Windermere, Florida 34786, are attached hereto as **Composite Exhibit "H."**

5. Land Uses. The proposed future general distribution, location and extent of public and private uses within the Contraction Parcel and the Expansion Parcel, which are subject to change but shall at all times remain in compliance with all applicable statutes, Ordinances, approvals, agreements, orders, regulations and the adopted local government comprehensive plan, are described in **Exhibit "I**" attached hereto. There are no District services or facilities currently provided by the District to the Contraction Parcel.

6. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs ("SERC") was prepared, in accordance with the requirements of Section 120.541, *Florida Statutes,* and submitted to the City in conjunction with the establishment of the District. A revised SERC, accounting for the proposed removal of the Contraction Parcel from the District and the proposed addition of the Expansion Parcel to the District, is attached hereto as **Exhibit "J**."

7. Timetable and Estimated Costs. Based upon currently available data, the proposed timetable for the construction of the expansion of the District services and the estimated cost of constructing the proposed services is shown on **Exhibit "K"** attached hereto. This is a good faith estimate but is not binding on the Petitioner and is subject to change.

8. Justification Statement. The property within the District, contracted by the Contraction Parcel and expanded by the Expansion Parcel, is amenable to continuing to operate as an independent special district for the following reasons:

a. All statements contained in this Petition are true and correct.

b. The contraction of the District and the expansion of the District is not inconsistent with any applicable element or portions of the effective City Comprehensive Land Use Plan, as amended, or any applicable elements of the state comprehensive plan.

c. The area of land within the District, without the Contraction Parcel and with the Expansion Parcel, is part of a unified plan of development for which a development plan has been previously approved by the City. The land encompassing the District, without the Contraction Parcel and with the Expansion Parcel, is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

d. The community development services and facilities of the District, after contraction and expansion, remain compatible with the capacity and use of existing local and regional community development services and facilities.

WHEREFORE, Petitioner respectfully requests that the City Council of the City of Clermont, Florida:

1. Direct that a local public hearing be held, as required by Section 190.005(2)(b), *Florida Statutes*, to consider the expansion and contraction of the boundary of the Wellness Ridge Community Development District.

2. Adopt an amendment Ordinance pursuant to Chapter 190, *Florida Statutes*, granting this Petition and expanding and contracting the boundary of the Wellness Ridge Community Development District.

[Remainder of Page Intentionally Left Blank.]

SIGNATURE PAGE TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

Respectfully submitted this 8 day of December, 2025.

PETITIONER:

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print: Adam Morgan

Title: Chairman

COUNSEL FOR PETITIONER:

LATHAM, LUNA, EDEN & BEAUDINE, LLP

By: _____

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201 S. Orange Ave., Suite 1400
Orlando, Florida 32801

EXHIBIT "A"

EXISTING GENERAL LOCATION MAP OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

[See attached.]



Location Map
Wellness Ridge CDD
City of Clermont, Florida

Exhibit A

0 3000 6000

EXHIBIT "B"

OVERALL METES AND BOUNDS LEGAL DESCRIPTION OF THE EXISTING BOUNDARY OF THE DISTRICT

[See attached.]

LEGAL DESCRIPTION: OVERALL PROPERTY

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 3909.85 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West countinuing along the aforesaid West right of way line of Five Mile Road for a distance of 2681.30 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence departing said West right of way line run North 89°12'03" West along said South line for a distance of 2612.50 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a

Exhibit B

curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a nan tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.
Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple) :

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple) :

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated may 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 25,003,704 square feet or 574.01 acres, more or less.

Exhibit B

EXHIBIT "C"

GENERAL LOCATION MAPS OF THE PROPOSED EXTERNAL BOUNDARIES OF THE DISTRICT AFTER CONTRACTION AND EXPANSION

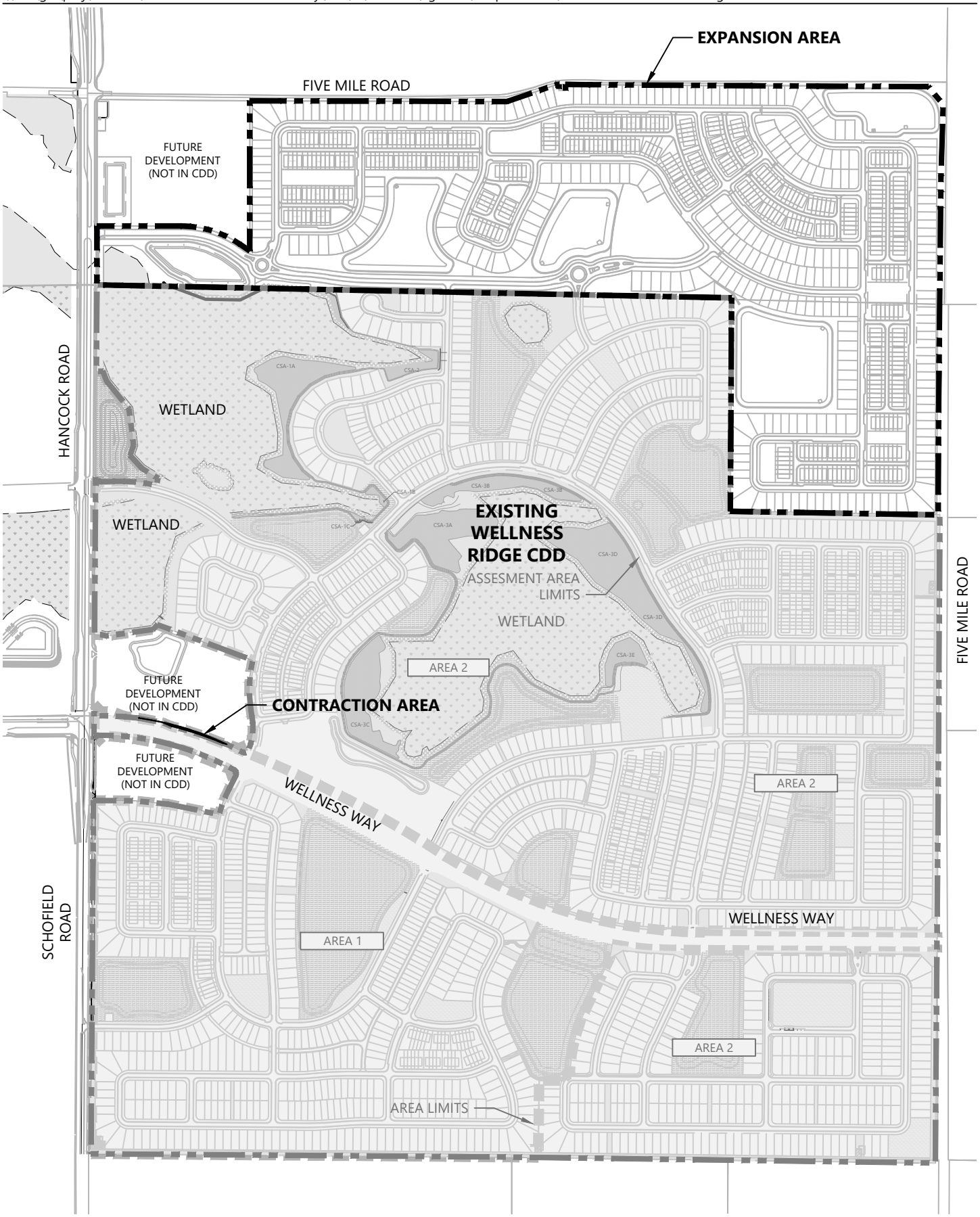
[See attached.]



0 3000 6000

Location Map
Wellness Ridge CDD
City of Clermont, Florida

October 2025



0 400 800

Site Plan
Wellness Ridge CDD
Swap Only
City of Clermont, Florida

October 2025

EXHIBIT "D"

PROPOSED OVERALL METES AND BOUNDS LEGAL DESCRIPTION AFTER CONTRACTION AND EXPANSION

[See attached.]

LEGAL DESCRIPTION:

SKETCH OF DESCRIPTION

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence S89°00'54"E, along said South line, a distance of 10.49 feet to the West Right of Way line of Five Mile Road; thence S00°19'09"W, along said West Right of Way line, a distance of 1,310.25 feet to a point on the North line of the Southeast ¼ of said Section 22; thence S00°27'16"W, a distance of 2,681.30 feet to a point on the South line of the Southeast ¼ of said Section 22; thence departing said West Right of Way line, run N89°12'03"W, along said South line, a distance of 2,612.50 feet to the Southwest corner of the Southeast ¼ of said Section 22; thence N89°32'30"W, along said South line, a distance of 2,587.56 feet to a point 60.00 feet East of the Southwest corner of the Southwest ¼ of said Section 22; thence N00°23'38"E, along a line 60.00 feet East of and parallel to the West line of the Southwest ¼ said Section 22, a distance of 2,175.74 feet; thence departing said parallel line, run S89°36'22"E, a distance of 250.13 feet; thence S84°10'21"E, a distance of 208.90 feet; thence S78°44'19"E, a distance of 322.40 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 830.00 feet and a Central Angle of 11°43'09"; thence run Northerly along the arc of said curve, a distance of 169.77 feet (Chord Bearing = N21°05'42"E, Chord = 169.47 feet) to a Point of Tangency; thence N26°57'16"E, a distance of 93.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 90°00'01"; thence run Northerly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = N18°02'44"W, Chord = 35.36 feet) to a Point of Non Tangency; thence N63°02'44"W, a distance of 69.42 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 1,671.84 feet and a Central Angle of 27°37'14"; thence run Westerly along the Arc of said curve, a distance of 805.94 feet (Chord Bearing = N76°51'21"W, Chord = 798.16 feet) to a Point of Compound Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°56'45"; thence Southwesterly along the arc, a distance of 38.81 feet, (Chord Bearing= S44°51'40"W, Chord =35.03 feet) to a Point of Non Tangency, said point also being a point on the aforesaid parallel line; thence N00°23'38"E, along said parallel line, a distance of 143.33 feet to a point on the South line of the Northwest ¼ of aforesaid Section 22; thence N00°23'17"E, along a line 60.00 feet East of and parallel to the West line of the Northwest ¼ of said Section 22, a distance of 26.69 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 90°57'18"; thence run Southeasterly along the arc of said curve, a distance of 39.69 feet (Chord Bearing = S45°05'22"E, Chord = 35.65 feet) to a Point of Reverse Curve, Concave to the South, having a Radius of 1,791.84 feet and a Central Angle of

SEE SHEET 2 OF 14 FOR CONTINUATION

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). BASIS OF BEARING BEING THE WEST LINE OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING N00°06'55"E. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LENNAR

DATE OF SKETCH: 5/23/2025	REVISIONS:
SCALE: 1" = 1000'/300'	REV. LEGAL 9/8/2025
SEC. 15 & 22, TWP. 23 S, RNG. 26 E	REV. ACREAGE 11/3/2025
CAD FILE: AMENDED CDD	
JOB NO.: 23-259 DRAWN BY: BHJ	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued):

SKETCH OF DESCRIPTION

08°01'21"; thence Easterly along the arc, a distance of 250.89 feet, (Chord Bearing = S86°33'45"E, Chord = 250.69 feet) to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 2200.00 feet and a Central Angle of 03°54'34"; thence run Southeasterly along the arc of said curve, a distance of 150.11 feet (Chord Bearing = S79°30'59"E, Chord = 150.08 feet) to a Point of Non Tangency; thence S66°39'41"E, a distance of 56.62 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2190.00 feet and a Central Angle of 08°41'58"; thence run Southeasterly along the arc of said curve, a distance of 332.52 feet (Chord Bearing = S71°45'24"E, Chord = 332.20 feet) to a Point of Non Tangency; thence S75°00'13"E, a distance of 28.27 feet to a Point on a Non Tangent Curve, Concave to the South, having a Radius of 1791.84 feet and a Central Angle of 01°19'54"; thence run Southeasterly along the arc of said curve, a distance of 41.64 feet (Chord Bearing = S63°42'48"E, Chord = 41.64 feet) to a Point of Non Tangency; thence S63°02'44"E, a distance of 68.37 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 94°28'09"; thence run Easterly along the Arc of said curve, a distance of 41.22 feet (Chord Bearing = N69°43'11"E, Chord = 36.71 feet) to a Point of Compound Curve, Concave to the West, having a Radius of 370.00 feet and a Central Angle of 33°19'06"; thence Northerly along the arc, a distance of 215.16 feet, (Chord Bearing= N05°49'34"E, Chord =212.14 feet)to a point of reverse curve concave to the East having a Radius of 855.00 feet and a Central Angle of 23°12'50"; thence Northerly along the arc, a distance of 346.41 feet, (Chord Bearing = N00°46'26"E, Chord = 344.05 feet) to a Point of Non Tangency; thence N69°32'44"W, a distance of 625.69 feet; thence S42°14'16"W, a distance of 39.72 feet; thence S82°07'45"W, a distance of 127.35 feet; thence S82°09'06"W, a distance of 164.00 feet; thence N76°26'03"W, a distance of 32.81 feet; thence N89°36'43"W, a distance of 40.00 feet to a point on the aforesaid parallel line; thence N00°23'17"E, along said parallel line, a distance of 976.77 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 35.00 feet and a Central Angle of 92°19'17"; thence run Southeasterly along the arc of said curve, a distance of 56.40 feet (Chord Bearing = S45°46'21"E, Chord = 50.49 feet) to a Point of Tangency; thence N88°04'01"E, a distance of 75.27 feet to the Point of Curvature of a curve concave to the South, having a Radius of 1,030.00 feet and a Central Angle of 14°43'02"; thence run Easterly along the Arc of said curve, a distance of 264.57 feet (Chord Bearing = S84°34'28"E, Chord = 263.84 feet) to a Point of Non Tangency; thence N12°47'02"E, a distance of 45.00 feet; thence N58°22'48"W, a distance of 115.94 feet; thence N42°42'47"W, a distance of 108.10 feet; thence N19°04'09"E, a distance of 66.46 feet; thence N07°13'19"W, a distance of 226.44 feet; thence N39°01'14"W, a distance of 217.22 feet; thence N21°00'27"W, a distance of 67.17 feet; thence N89°36'43"W, a distance of 40.00 feet; thence N00°22'43"E, a distance of 531.67 feet to the North line of Section 22, Township 23 South, Range 26 East, Lake County, Florida, said point also being the Northwest corner of the a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):
The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):
The Northerly 25.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):
The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast ¼ of the Southeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

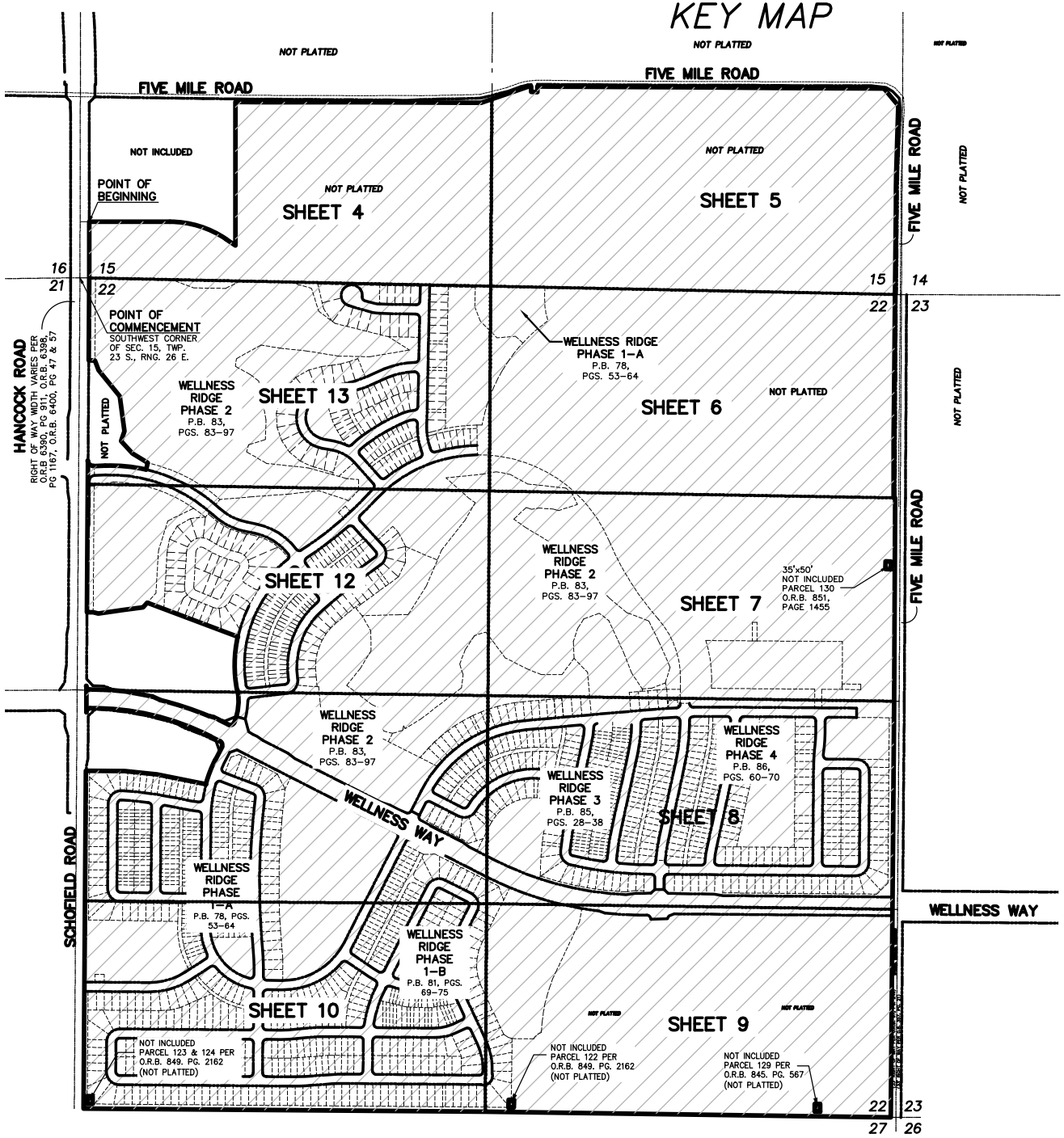
Parcel 130 (fee simple):
The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

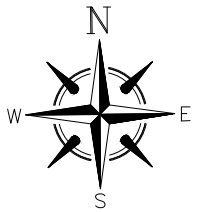
Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 742.20 acres, more or less.

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SKETCH OF DESCRIPTION
AMENDED CDD
KEY MAP



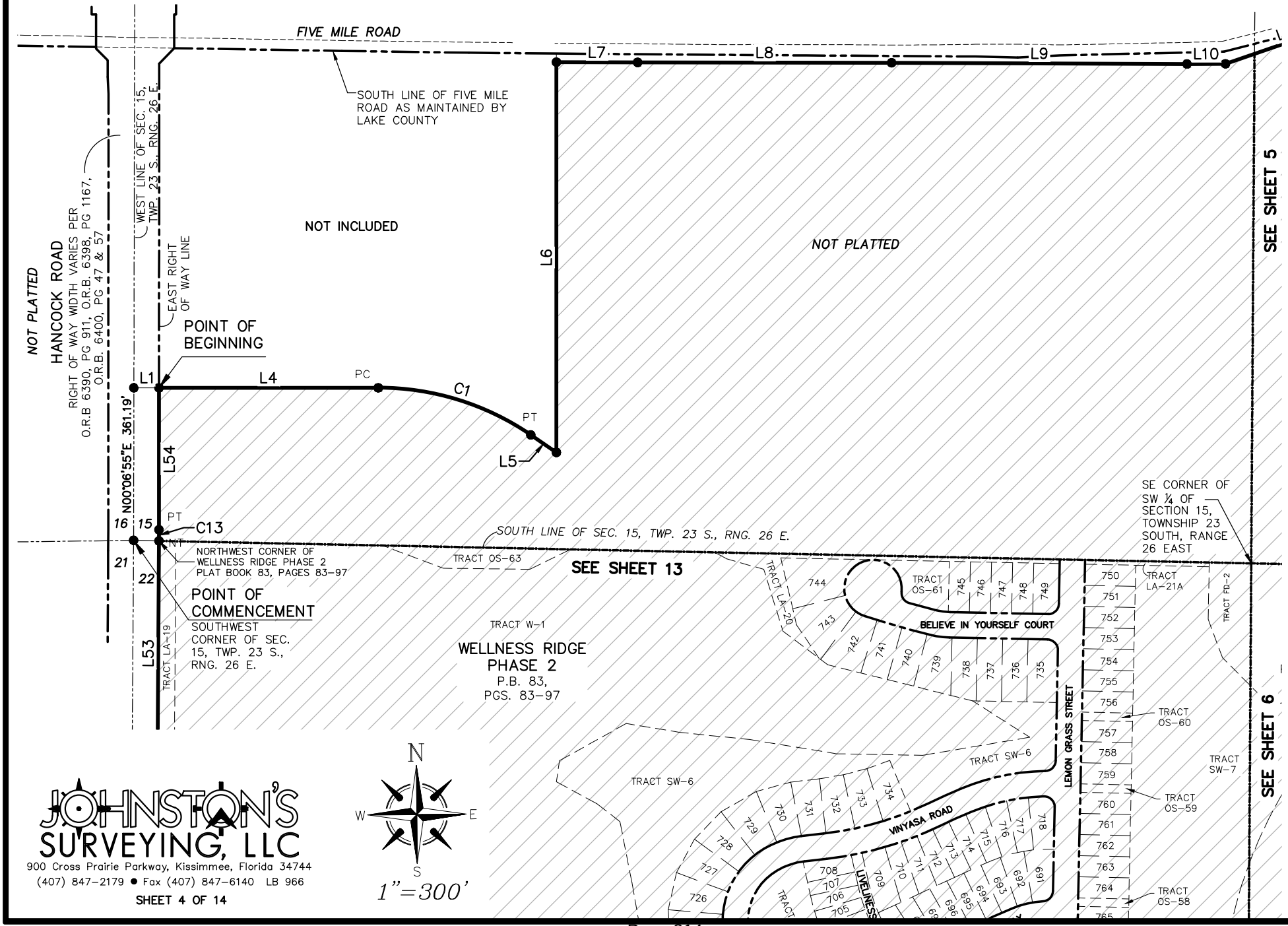


1"=1000'

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SHEET 3 OF 14

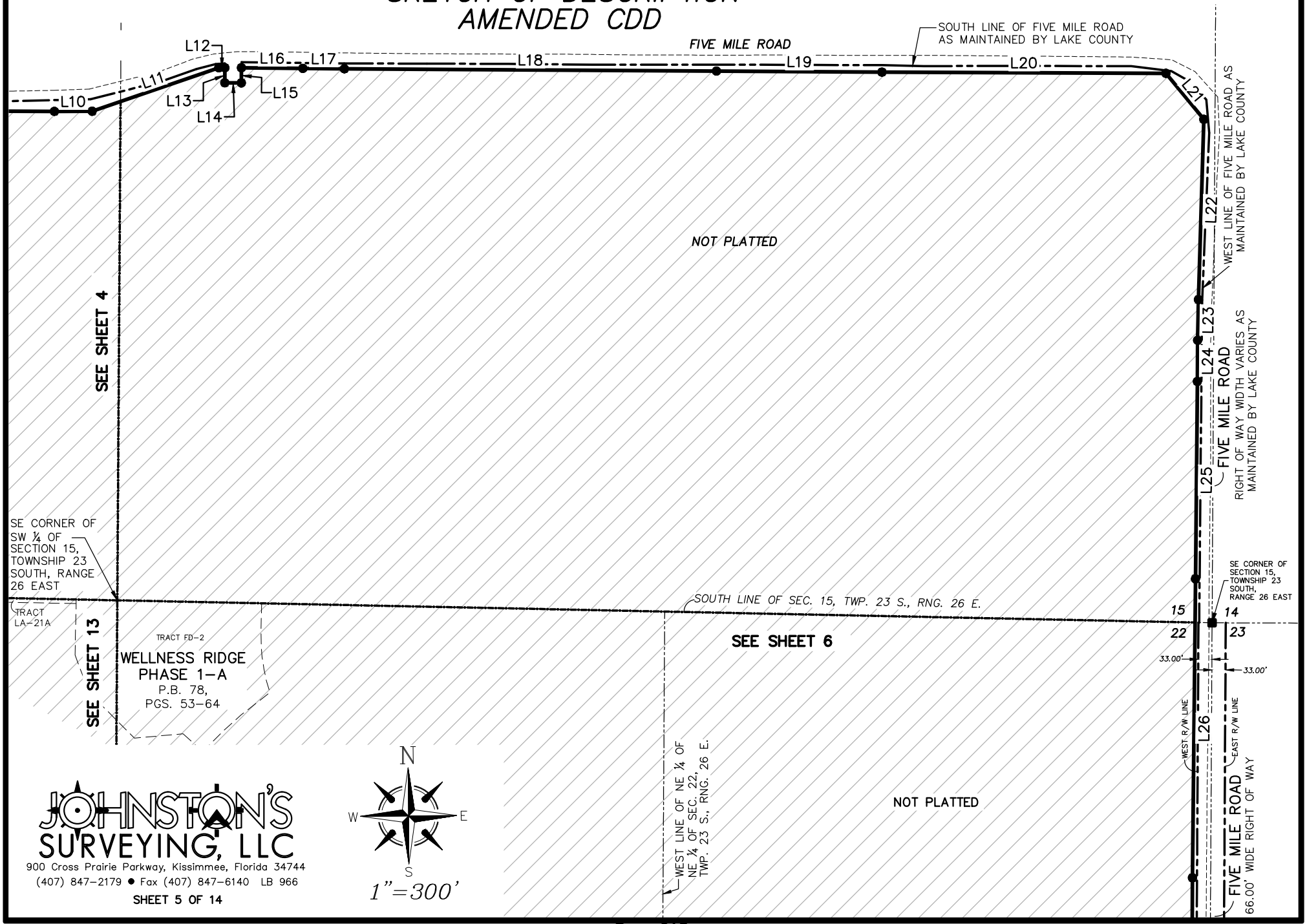
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 4 OF 14

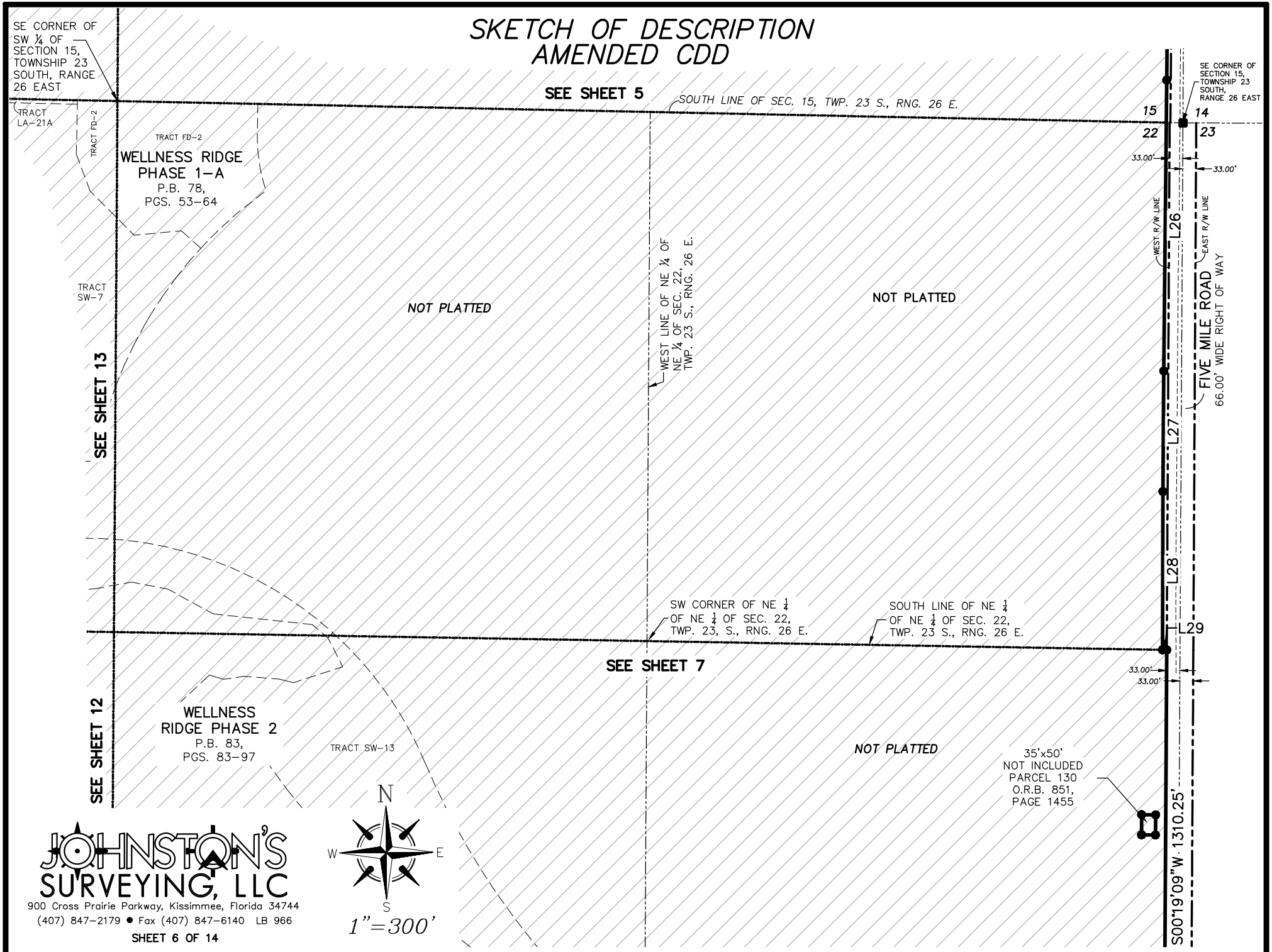
SKETCH OF DESCRIPTION
AMENDED CDD



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SHEET 5 OF 14

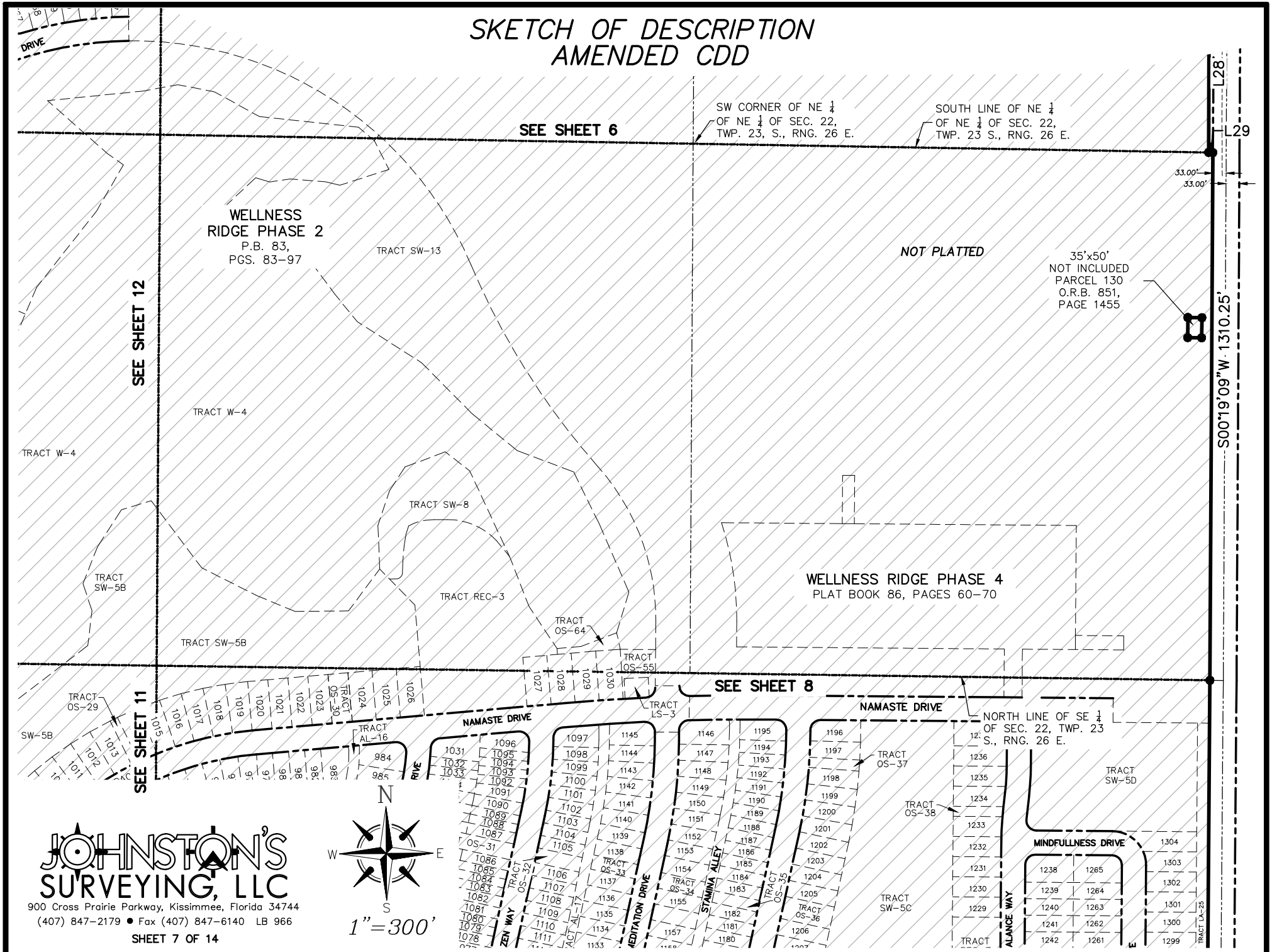
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 6 OF 14

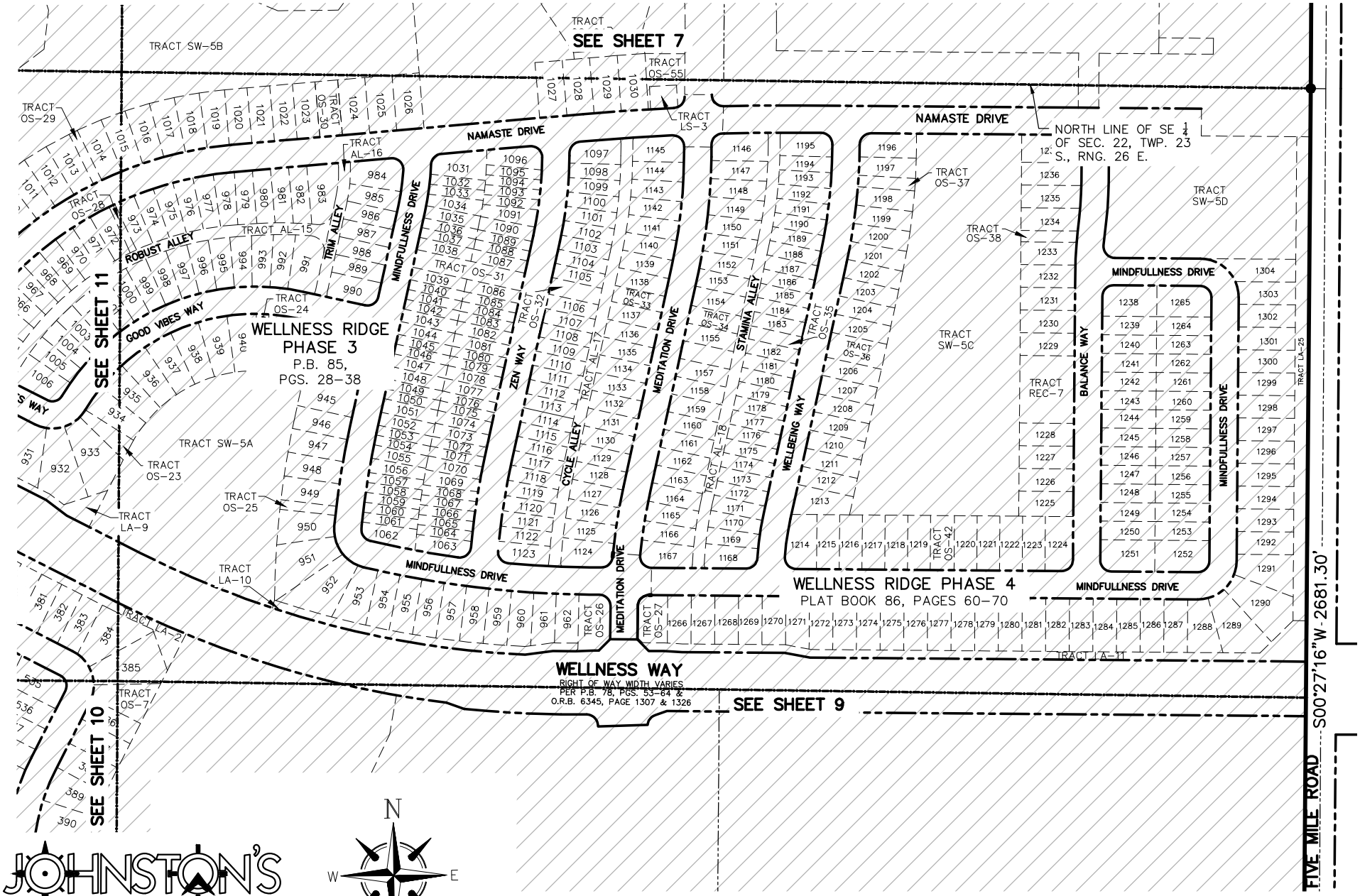
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 7 OF 14

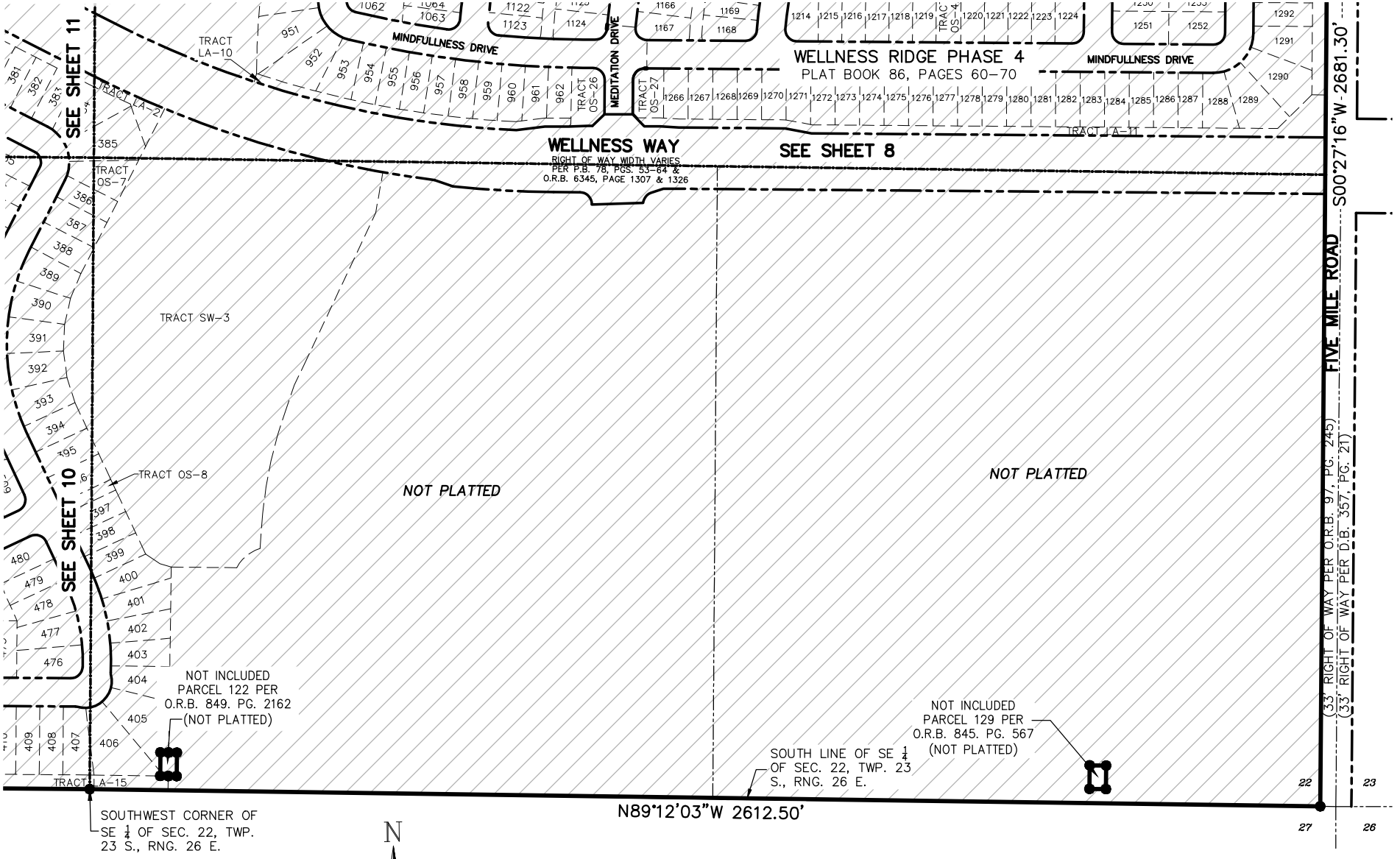
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 8 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



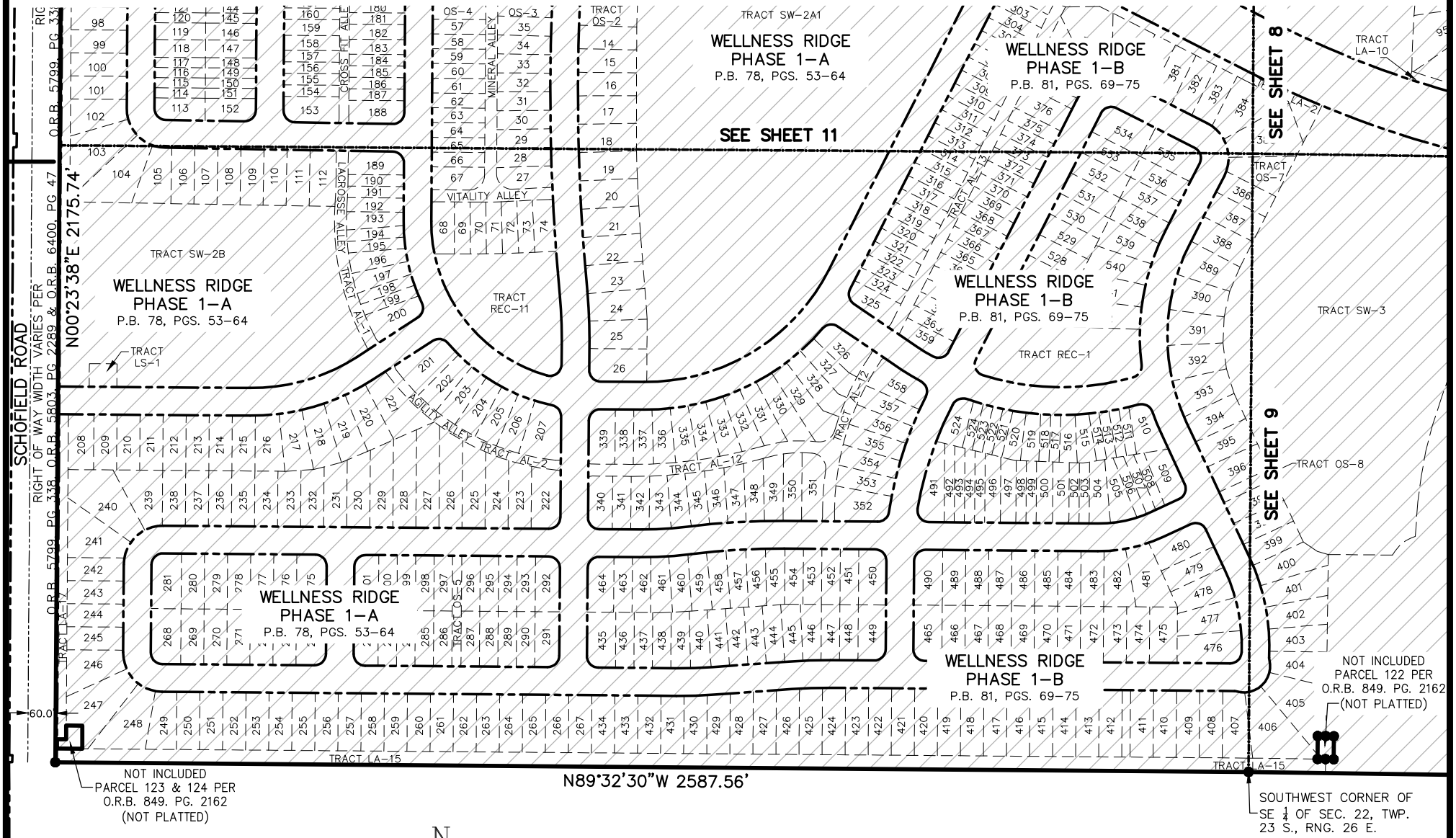
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 9 OF 14

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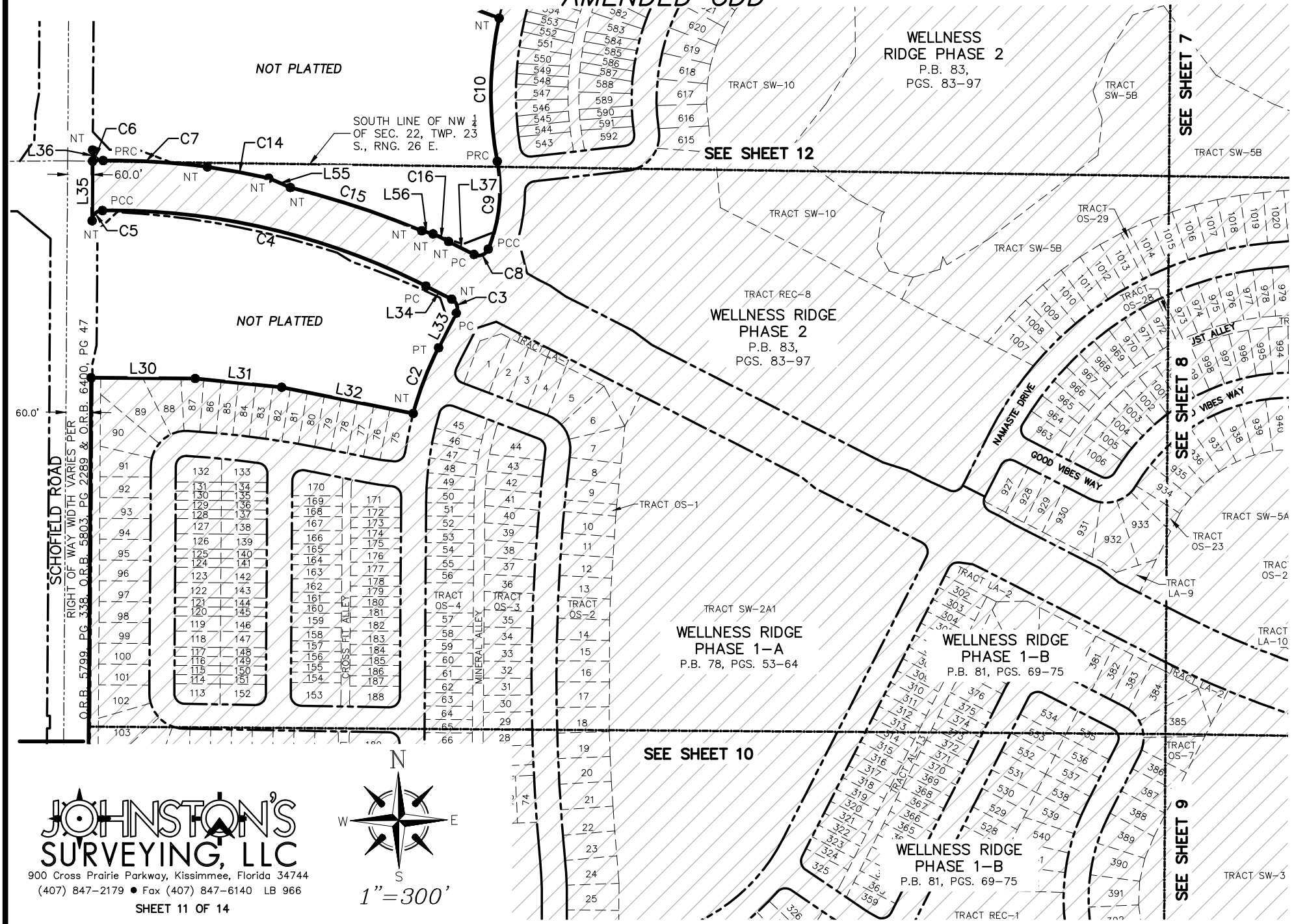
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 10 OF 14

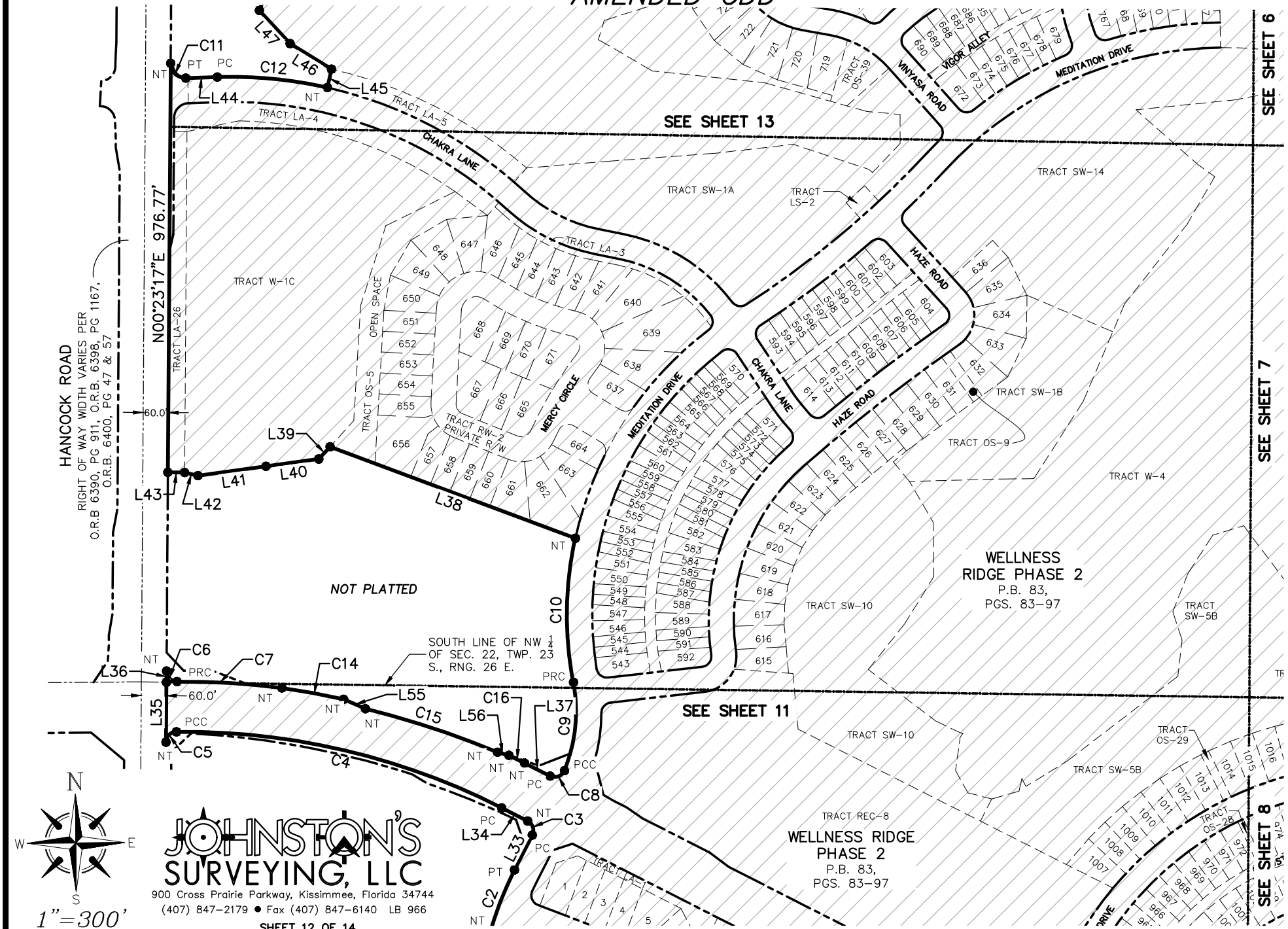
SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
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(407) 847–2179 • Fax (407) 847–6140 LB 966

SHEET 11 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



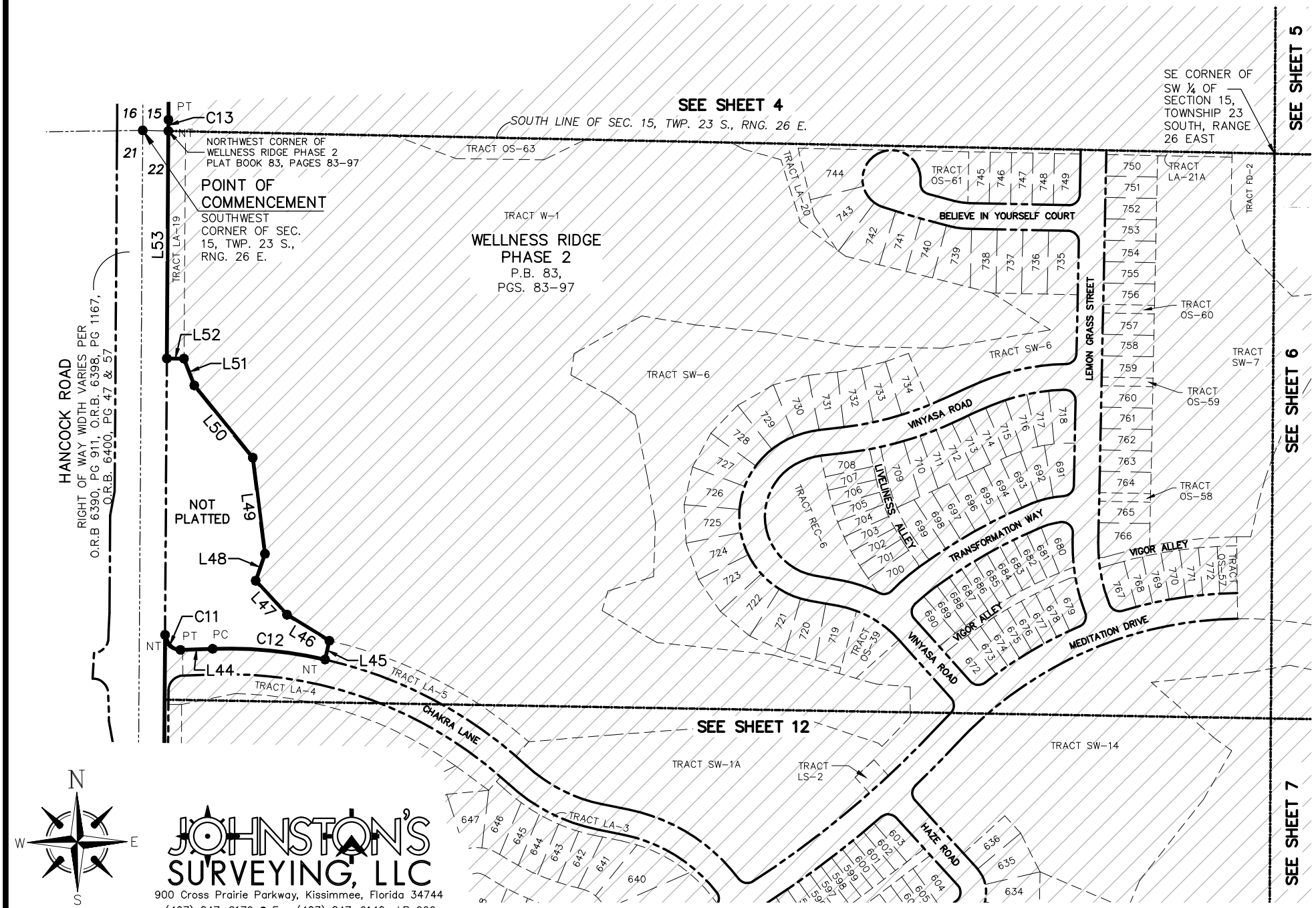
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JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 12 OF 14

SKETCH OF DESCRIPTION
AMENDED CDD



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

SHEET 13 OF 14

LINE AND CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	640.00'	34°20'41"	383.63'	S72°49'39"E	377.92'
C2	830.00'	11°43'09"	169.77'	N21°05'42"E	169.47'
C3	25.00'	90°00'01"	39.27'	N18°02'44"W	35.36'
C4	1671.84'	27°37'14"	805.94'	N76°51'21"W	798.16'
C5	25.00'	88°56'45"	38.81'	S44°51'40"W	35.03'
C6	25.00'	90°57'18"	39.69'	S45°05'22"E	35.65'
C7	1791.84'	8°01'21"	250.89'	S86°33'45"E	250.69'
C8	25.00'	94°28'09"	41.22'	N69°43'11"E	36.71'
C9	370.00'	33°19'06"	215.16'	N05°49'34"E	212.14'
C10	855.00'	23°12'50"	346.41'	N00°46'26"E	344.05'
C11	35.00'	92°19'17"	56.40'	S45°46'21"E	50.49'
C12	1030.00'	14°43'02"	264.57'	S84°34'28"E	263.84'
C13	8060.00'	0°11'17"	26.44'	N00°07'22"E	26.44'
C14	2200.00'	3°54'34"	150.11'	S79°30'59"E	150.08'
C15	2190.00'	8°41'58"	332.52'	S71°45'24"E	332.20'
C16	1791.84'	1°19'54"	41.64'	S63°42'48"E	41.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'05"E	59.46'
L4	N90°00'00"E	519.14'
L5	S55°39'19"E	73.56'
L6	N00°00'00"E	923.96'
L7	S89°46'08"E	192.27'
L8	S89°54'57"E	601.49'
L9	S89°46'50"E	699.14'
L10	N89°50'41"E	91.15'
L11	N71°04'26"E	323.76'
L12	N89°51'13"E	14.63'
L13	S00°18'54"W	36.18'
L14	S89°41'06"E	40.00'
L15	N00°18'54"E	36.41'
L16	S89°24'40"E	148.53'
L17	S89°31'36"E	100.35'
L18	S89°38'36"E	899.24'
L19	S89°39'03"E	400.05'
L20	S89°45'36"E	686.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S39°27'09"E	144.12'
L22	S01°43'38"W	436.09'
L23	S01°01'19"W	98.13'
L24	S00°30'58"W	99.49'
L25	S00°32'26"W	477.29'
L26	S00°34'39"W	722.77'
L27	S00°23'32"W	299.56'
L28	S00°11'21"W	393.41'
L29	S89°00'54"E	10.49'
L30	S89°36'22"E	250.13'
L31	S84°10'21"E	208.90'
L32	S78°44'19"E	322.40'
L33	N26°57'16"E	93.25'
L34	N63°02'44"W	69.42'
L35	N00°23'38"E	143.33'
L36	N00°23'17"E	26.69'
L37	S63°02'44"E	68.37'
L38	N69°32'44"W	625.69'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	S42°14'16"W	39.72'
L40	S82°07'45"W	127.35'
L41	S82°09'06"W	164.00'
L42	N76°26'03"W	32.81'
L43	N89°36'43"W	40.00'
L44	N88°04'01"E	75.27'
L45	N12°47'02"E	45.00'
L46	N58°22'48"W	115.94'
L47	N42°42'47"W	108.10'
L48	N19°04'09"E	66.46'
L49	N07°13'19"W	226.44'
L50	N39°01'14"W	217.22'
L51	N21°00'27"W	67.17'
L52	N89°36'43"W	40.00'
L53	N00°22'43"E	531.67'
L54	N00°01'44"E	335.86'
L55	S66°39'41"E	56.62'
L56	S75°00'13"E	28.27'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

EXHIBIT "E"

METES AND BOUNDS LEGAL DESCRIPTION OF THE CONTRACTION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE CONTRACTION PARCEL ONLY):

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39.69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568.16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56.62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200.00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150.08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150.11 feet to the point of beginning.

The above described parcel of land contains 3,700 square feet, or 0.08 acres, more or less.

EXHIBIT "F"

METES AND BOUNDS LEGAL DESCRIPTION AND SKETCH OF THE EXPANSION PARCEL

[See attached.]

LEGAL DESCRIPTION (WELLNESS RIDGE EXPANSION PARCEL ONLY):

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06’55”E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53’05”E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

EXHIBIT "G"

NAMES AND LAST KNOWN ADDRESSES OF THE OWNER OF THE EXPANSION PARCEL AND CONTRACTION PARCEL

OWNER OF "EXPANSION PARCEL":

SSP-HS LOT OPTION A POOL 01, L.P., a Delaware limited partnership, by virtue of Special Warranty Deed, recorded in Official Records Book 6438, Page 1584 of the Public Records of Lake County, Florida.

Address: 23975 Park Sorrento, Suite 220, Calabasas, California 91302

OWNER OF "CONTRACTION PARCEL":

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company, by virtue of Special Warranty Deed, recorded in Official Records Book 4020, Page 462 of the Public Records of Lake County, Florida.

Address: Post Office Box 135, Windermere, Florida 34786

COMPOSITE EXHIBIT "H"

LANDOWNER CONSENT FROM (1) SSP-HS LOT OPTION A POOL 01, L.P.; AND (2) SOUTH LAKE CROSSINGS I, LLC

[See attached.]

CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership ("SSP"), whose address is 23975 Park Sorrento, Suite 220, Calabasas, California 91302, is the owner of certain lands located within the City of Clermont, Florida (the "City"), described in **Exhibit "A"** attached hereto (the "Property").

SSP understands and acknowledges that the Wellness Ridge Community Development District (the "District") intends to submit a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), to the City in accordance with the provisions of Chapter 190, *Florida Statutes*.

SSP understands and acknowledges that the Petitioner desires to include with the Petition the written consent of one hundred percent (100%) of the owner(s) of the lands to be added into the District.

As evidenced by its execution of this document, SSP hereby consents to the expansion of the District's boundary to include the Property in the District and further agrees to execute any other documentation necessary or convenient to evidence this consent.

SSP hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

SIGNATURE PAGE OF LANDOWNER CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE DEVELOPMENT DISTRICT

Executed this 5 day of NOVEMBER, 2025.

SSP-HS LOT OPTION A POOL 01, L.P., a Delaware partnership
By: SSP-HS LOJV-A GP, LLC, a Delaware limited liability company
Its: General partner

By: _____

Name: Steven C. Porath
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2025 by _____, as _____ of **SSP-HS LOT OPTION A POOL 01, L.P.**, a Delaware partnership, on behalf of said partnership. Said person is [ ] personally known to me or [ ] has produced _____ as identification.

_____
Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

(AFFIX SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On November 5, 2025 (*Date*) before me, Karen S. Hornback, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Steven C. Porath (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KAREN S. HORNBACK
Notary Public - California
Ventura County
Commission # 2413766
My Comm. Expires Aug 24, 2026

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S Hornback
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of Sections 15 and 22, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N00°06'55"E, along the West line of said Section 15, a distance of 361.19 feet; thence departing said West line, run S89°53'05"E, a distance of 59.46 feet to the East Right of Way line of Hancock Road, said point also being the Point of Beginning; thence departing said East Right of Way line, run N90°00'00"E, a distance of 519.14 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 640.00 feet and a Central Angle of 34°20'41"; thence run Easterly along the Arc of said curve, a distance of 383.63 feet (Chord Bearing = S72°49'39"E, Chord = 377.92 feet) to a Point of Tangency; thence S55°39'19"E, a distance of 73.56 feet; thence N00°00'00"E, a distance of 923.96 feet; thence S89°46'08"E, a distance of 192.27 feet; thence S89°54'57"E, a distance of 601.49 feet; thence S89°46'50"E, a distance of 699.14 feet; thence N89°50'41"E, a distance of 91.15 feet; thence N71°04'26"E, a distance of 323.76 feet; thence N89°51'13"E, a distance of 14.63 feet; thence S00°18'54"W, a distance of 36.18 feet; thence S89°41'06"E, a distance of 40.00 feet; thence N00°18'54"E, a distance of 36.41 feet; thence S89°24'40"E, a distance of 148.53 feet; thence S89°31'36"E, a distance of 100.35 feet; thence S89°38'36"E, a distance of 899.24 feet; thence S89°39'03"E, a distance of 400.05 feet; thence S89°45'36"E, a distance of 686.39 feet; thence S39°27'09"E, a distance of 144.12 feet; thence S01°43'38"W, a distance of 436.09 feet; thence S01°01'19"W, a distance of 98.13 feet; thence S00°30'58"W, a distance of 99.49 feet; thence S00°32'26"W, a distance of 477.29 feet; thence S00°34'39"W, a distance of 722.77 feet; thence S00°23'32"W, a distance of 299.56 feet; thence S00°11'21"W, a distance of 393.41 feet to a Point on the South line of the Northeast ¼ of the Northeast ¼ of Section 22, Township 23 South, Range 26 East, Lake County, Florida; thence N89°00'54"W, along said South line, a distance of 1,280.36 feet to the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 22; thence N00°20'55"E, along the West line of the Northeast ¼ of the Northeast ¼ of said Section 22, a distance of 1,314.56 feet to the South line of Section 15, Township 23 South, Range 26 East, Lake County, Florida; thence N88°49'23"W, along said South line, a distance of 3,909.91 feet to the East Right of Way line of Hancock Road, said point also being a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 8,060.00 feet and a Central Angle of 00°11'17"; thence the following two (2) courses and distances along the East Right of Way line of Hancock Road: run Northerly along the arc of said curve, a distance of 26.44 feet (Chord Bearing = N00°07'22"E, Chord = 26.44 feet) to a Point of Tangency; thence N00°01'44"E, a distance of 335.86 feet to the Point of Beginning.

Containing 168.27 acres, more or less.

CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company ("South Lake"), whose address is Post Office Box 135, Windermere, Florida 34786, is the owner of certain lands located within the City of Clermont, Florida (the "City"), described in **Exhibit "A"** attached hereto (the "Property").

South Lake understands and acknowledges that the Wellness Ridge Community Development District (the "District") intends to submit a Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District (the "Petition"), to the City in accordance with the provisions of Chapter 190, *Florida Statutes*.

South Lake understands and acknowledges that the Petitioner desires to include with the Petition the written consent of one hundred percent (100%) of the owner(s) of the lands to be contracted (removed) from the boundary of the District.

As evidenced by its execution of this document, South Lake hereby consents to the contraction of the District's boundary to remove the Property from the boundary of the District and further agrees to execute any other documentation necessary or convenient to evidence this consent.

South Lake hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on following page]

SIGNATURE PAGE OF LANDOWNER CONSENT TO PETITION FOR ORDINANCE AMENDMENT TO EXPAND AND CONTRACT THE BOUNDARY OF THE WELLNESS RIDGE DEVELOPMENT DISTRICT

Executed this 12th day of November, 2025.

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company

By: _____

Name: Thomas J. Karr, Jr.

Title: Mgr. Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 12th day of November, 2025 by Thomas J. Karr, Jr., as Managing Partner of **SOUTH LAKE CROSSINGS I, LLC**, a Florida limited liability company, on behalf of said company. Said person is [✓] personally known to me or [ ] has produced _____ as identification.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MICHAEL A. O'QUINN, JR.
Commission # HH 604838
Expires October 21, 2028

_____
Notary Public; State of Florida
Print Name: Michael A. O'Quinn, Jr.
My Commission Expires: October 21, 2028
My Commission No.: HH 604838

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of section 22, township 23 south, range 26 east lake county, florida, more particularly described as follows:

Commence at the northwest corner of tract fd-2, Wellness Ridge Phase 1-a; thence run south 00°23'17" West along the East right of way line of hancock road per said plat of Wellness Ridge Phase 1-a, for a distance of 2628.63 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 45°05'22" East and a chord distance of 35.65 feet; thence departing said east right of way line, run Southeasterly along the arc of said curve, through a central of 90°57'18" for a distance of 39,69 feet to a point of reverse curvature of a curve concave Southwesterly, having a radius of 1791.84 feet, a chord bearing of South 86°33'45" east and a chord distance of 250.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°01'21" for a distance of 250.89 feet to the point of beginning, said point being on a curve, concave Southwesterly having a radius of 1791,84 feet, with a chord bearing of South 73°27'43" East, and a chord distance of 565.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 18°10'03" for a distance of 568,16 feet to a point on the North right of way line of wellness way according to the plat of Wellness Ridge Phase 1-a, as recorded in plat book 78, pages 53 through 64 of the public records of Lake County, Florida, said point being on a non tangent line; thence run the following courses along said north right of way line: North 75°00'13" West for a distance of 28.27 feet to a point on a non tangent curve, concave Southwesterly having a radius of 2190.00 feet, with a chord bearing of North 71°45'24" West, and a chord distance of 332.20 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°41'58" for a distance of 332.52 feet to a point on a non tangent line; thence run north 66°39'41" West a distance of 56,62 feet to a point on a non tangent curve concave Southwesterly having a radius of 2200,00 feet, with a chord bearing of North 79°30'59" west, and a chord distance of 150,08 feet; thence run Northwesterly along the arc of said curve through a central angle of 03°54'34" for a distance of 150,11 feet to the point of beginning.

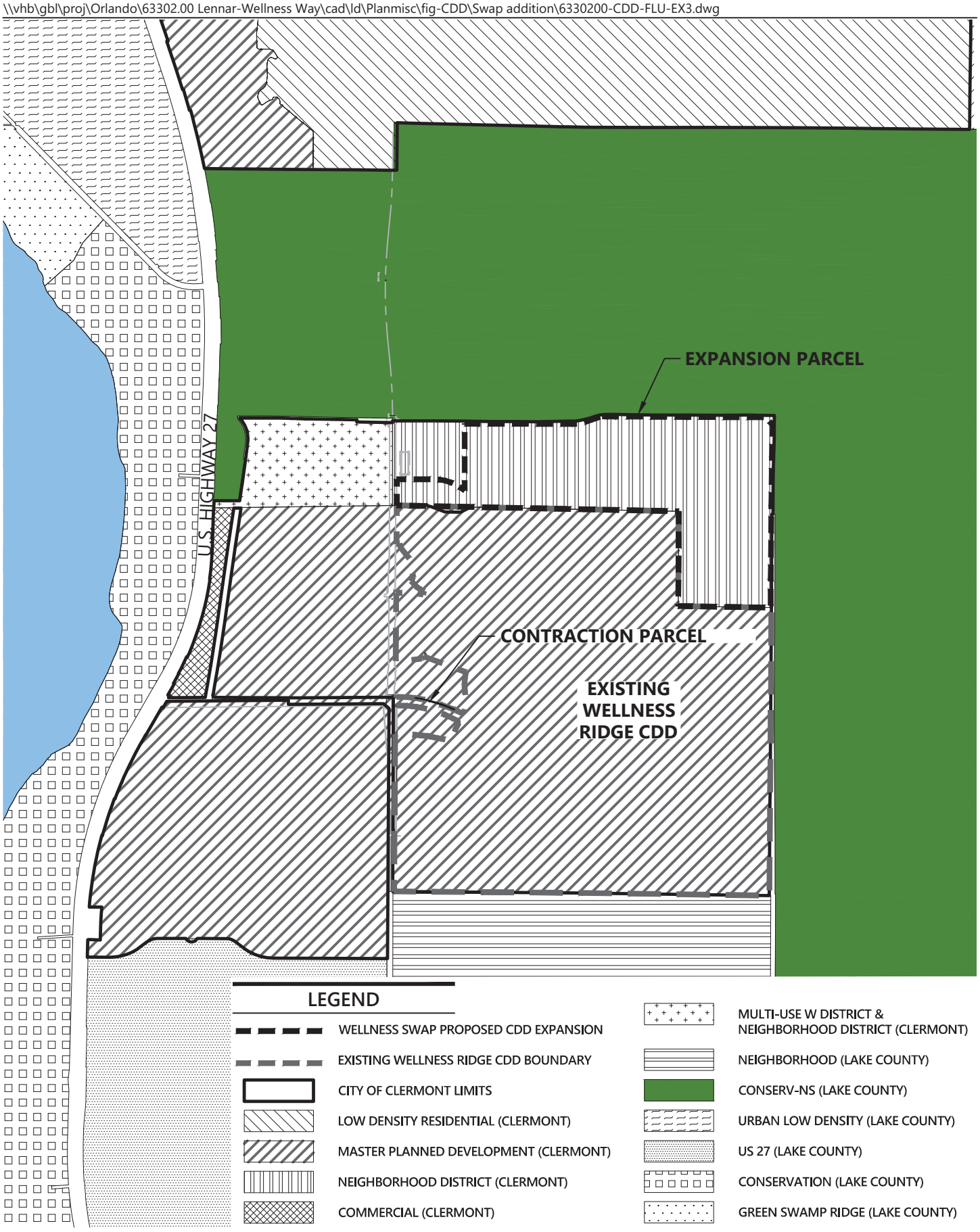
The above described parcel of land contains 3,700 square feet, or 0,08 acres, more or less.

EXHIBIT "I"

PROPOSED FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF PUBLIC AND PRIVATE USES WITHIN THE CONTRACTION PARCEL AND EXPANSION PARCEL

[See attached.]

\\vhb\gbl\proj\Orlando\63302.00 Lennar-Wellness Way\cad\ld\Planmisc\fig-CDD\Swap addition\6330200-CDD-FLU-EX3.dwg



Future Land Use Map

Wellness Ridge CDD
City of Clermont, Florida

October 2025

0 900 1,800 Feet

EXHIBIT "J"

STATEMENT OF ESTIMATED REGULATORY COSTS

[See attached.]

STATEMENT OF ESTIMATED REGULATORY COSTS
For the Petition to Amend the Boundaries of the Wellness Ridge CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the **Wellness Ridge Community Development District** (the "District"). The District is an independent special unit of government established pursuant to Chapter 190 by the City of Clermont, Florida (the "City") by Ordinance 2022-018 enacted on May 10, 2022. The District is comprised of approximately 574.01 acres and located within the City. The project is currently planned for approximately 1,848 residential units. The District desires to amend the boundaries by adding approximately 168.27 acres (the "Expansion Area") and contracting 0.08 acres (the "Contraction Area"). The Expansion Area is planned to include approximately 699 residential units. Upon expansion and contraction, the District will include 742.20 acres and 2,547 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

> "That the process of establishing[1] such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Wellness Ridge Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the Wellness Ridge development. The District, as amended, will encompass approximately 742.20 acres.

The development plan for the lands within the District, as amended, includes approximately 2,547 residential units. All units are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the city in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the

[1] Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

District. The scope of this SERC is limited to evaluating the economic consequences of approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[2], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement

[2] For the purposes of this SERC, the term "agency" means the City of Clermont and the term "rule" means the ordinance(s) which the City of Clermont adopted to create or amend the District.

adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

It is unlikely the amendment of the District's boundaries will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 2,547 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed amendment of the District's boundaries. The boundary amendment, as proposed, will be processed by the City per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional costs to the State.

City of Clermont

The District currently exists and the petition is to amend the boundaries of the District. After the boundaries are amended, the District will consist of approximately 742.20 acres. The City and

its staff will process and analyze the petition pursuant to Section 190.064(1)(b) Florida Statues, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the City costs for review of the petition to amend the boundaries.

These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City attributable to the amendment of the District's boundaries are minimal, if any. The District is an independent unit of special purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the City's annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 and Table 2 provide an outline of the various facilities and services the District may provide. It is anticipated that the facilities and services in tables 1 and 2 may be financed by the District.

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to be $26,187,500.00. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program.

Table 1.
Wellness Ridge CDD Proposed Facilities and Services

Improvement	Construction Entity	Ownership Entity	Operations and Maintenance Entity
Stormwater Improvements	CDD	CDD	CDD
Roadways	CDD	City/CDD	City/CDD
Water & Wastewater Utilities	CDD	City	City
Conservation Area	CDD	CDD	CDD
Hardscape, Landscape, Irrigation	CDD	CDD/HOA	CDD/HOA
Traffic Signalization	CDD	County	County
Offsite Utility	CDD	City	City
Undergrounding of Electric	CDD	SECO	SECO

Key: City = Clermont; County = Lake County; CDD = Wellness Ridge CDD

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area design and development costs for these facilities are estimated to be $26,187,500.00. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program.

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

In considering these costs it shall be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and

amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised

Table 2.
Wellness Ridge Community Development District Expansion Property – Engineer's Estimate of Probable Costs

Infrastructure	Existing Wellness Ridge CDD Costs (Approximately 574.01 acres)	Additional Boundary Amendment Costs (Approximately 168.27 acres)	Total
Stormwater Improvements	$9,800,000	$8,100,000	$17,900,000
Roadways	$20,600,000	$2,800,000	$23,400,000
Water & Wastewater Utilities	$19,700,000	$6,600,000	$26,300,000
Conservation Area	$1,000,000	$0	$1,000,000
Hardscape, Landscape, & Irrigation	$8,700,000	$3,200,000	$11,900,000
Traffic Signalization	$1,200,000	$0	$1,200,000
Offsite Utility	$3,100,000	$0	$3,100,000
Undergrounding of Electric	$3,300,000	$250,000	$3,550,000
Professional Fees & Permitting	$6,740,000	$2,095,000	$8,835,000
Contingency	$10,110,000	$3,142,500	$13,252,500
Total	$84,250,000	$26,187,500	$110,437,500

[1] Identified costs for Existing Wellness Ridge CDD (±574 Ac.) remain unchanged from the costs identified in the original Petition to Establish the Wellness Ridge Community Development District.

growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost of the CDD services they receive, provided they meet the City's overall requirements.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs

relative to the expansion of the District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the*

above estimate.

15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the expansion of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Clermont has an estimated un-incarcerated population greater than 10,000 according to the most recent federal U.S. Census (2020). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statues.

Lake County has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a "small county" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer, the developer's Engineer and other professionals associated with the developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) in section 120.541, Florida Statutes and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the City) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
October 23, 2025

EXHIBIT "K"

PROPOSED TIMETABLE AND ESTIMATED COSTS

[See attached.]

Estimated Costs of Constructing the Proposed Facilities/Services

Improvement	Expansion Parcel Estimated Cost
Stormwater Management Systems	$8,100,000.00
Roadways (non-gated)	$2,800,000.00
Water & Wastewater Utilities	$6,600,000.00
Lift Stations	$0
Hardscaping, Landscaping, Irrigation and Reclaimed water pump	$3,200,000.00
Recreational Amenities	$0
Offsite Roadway	$0
Offsite Utilities	$0
Differential Cost of Undergrounding of Electric	$250,000.00
Subtotal	**$20,950,000.00**
Other	
Professional Services (10%)	$2,095,000.00
Contingency (15%)	$3,142,500.00
TOTAL	**$26,187,500.00**

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.

Timetable for Construction of Services to the Expansion Parcel

Phase	Completion Date
Phase 1	June, 2026
Phase 2	December, 2027

John E. Kruse

From: Tracy Howe
Sent: Wednesday, March 11, 2026 8:17 AM
To: Nicole Wisniewski; Curt Henschel; John E. Kruse; 'Christian Waugh'
Subject: FW: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Tracy Ackroyd Howe, MMC
Clermont City Clerk
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
THowe@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Rick Van Wagner <rvanwagner@clermontfl.org>
Sent: Wednesday, March 11, 2026 5:33 AM
To: Tracy Howe <thowe@clermontfl.org>
Subject: Fw: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Get Outlook for iOS

From: Joe Fumasi <joefumasi@ymail.com>
Sent: Tuesday, March 10, 2026 1:58 PM
To: Rick Van Wagner <rvanwagner@clermontfl.org>
Subject: Document reasons why the Wellness Ridge CDD is not appropriate for residents.

Caution: This is an external email and could be suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

City Manager Van-Wagner

Date: March 10, 2026

Subject: Formal Objection to Ordinance Expanding Wellness Ridge CDD Boundaries

I am writing to formally object to the proposed expansion of the Wellness Ridge Community Development District (CDD). A comparison of the petitioner's filing against the District's actual **FY2026 Adopted Budget** reveals critical financial discrepancies that place an undue and unmitigated risk on current and future homeowners.

Key Grounds for Objection

1. Drastic Underestimation of O&M Costs

The expansion petition (SERC, Page 50) claims that additional Operating and Maintenance (O&M) costs "should not exceed **$500,000** annually".

- **The Reality:** The District's actual budget for the existing area is already **$1,532,944** for FY2026.
- **The Risk:** Estimating that a 168.27-acre expansion—nearly 30% of the current size—will only cost $500,000 is mathematically inconsistent with the District's current $1.5M spend.

2. Failure to Account for Administrative Overruns

The petition projects that professional services (legal, management, engineering) will not exceed **$100,000** annually.

- **The Reality:** The FY2026 budget already allocates **$159,705** for these exact services.
- **The Risk:** Property owners are already being assessed 60% more for administration than the "not to exceed" figure presented in the expansion documents.

3. Unstable Revenue Streams

The current budget relies on **$364,260** in MSTU funding from the City of Clermont.

- **The Risk:** The petition (Page 2) admits that cost estimates are "not binding" and "subject to change". If City funding is reduced, the burden to maintain the expanded area will fall entirely on residents, whose assessments are already set to collect **$1,328,389** this year—up from $822,094.

Conclusion and Requested Action

The $500,000 O&M estimate is a "Red Flag" that masks the true cost of this expansion. I request that the Council **delay approval** until the petitioner provides:

1. A **Developer Deficit Funding Agreement** to cover any O&M costs exceeding the $500,000 estimate.
2. A **Legal Assessment Cap** tied to the Consumer Price Index (CPI) to protect residents from unlimited tax hikes.

Residents should not be the "safety net" for a developer's underestimated projections

Request this be part of the official record for Wellness Ridge CDD expansion petition.

sincerely,

Joe Fumasi

Yahoo Mail: Search, Organize, Conquer

NOTICE OF PUBLIC HEARING

City of Clermont City Council
Petition for Ordinance Amendment to Expand and Contract the Wellness Ridge Community Development District

DATE: **MARCH 24, 2026 (FIRST READING)**
APRIL 14, 2026 (PUBLIC HEARING)
TIME: **3:00 PM**
LOCATION: **City Hall – Council Chambers**
685 W. Montrose Street
Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council for the City of Clermont, Florida (the "Council") on **April 14, 2026** and a first reading will be held by the Council on **March 24, 2026, both at 3:00 p.m.**, in the **City Hall – Council Chambers, 685 W. Montrose Street, Clermont, Florida**, **34711**, to consider the following proposed Ordinance 2026-011:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ORDINANCE 2022-018 TO EXPAND AND CONTRACT THE BOUNDARIES OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED WITHIN THE CITY OF CLERMONT, FLORIDA; DESCRIBING THE BOUNDARIES OF THE LAND TO BE REMOVED AND ADDED FROM THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND DESCRIBING THE NEW EXTERNAL BOUNDARY OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AFTER EXPANSION AND CONTRACTION; PROVIDING FOR ALL OTHER CONDITIONS TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RECORDING.

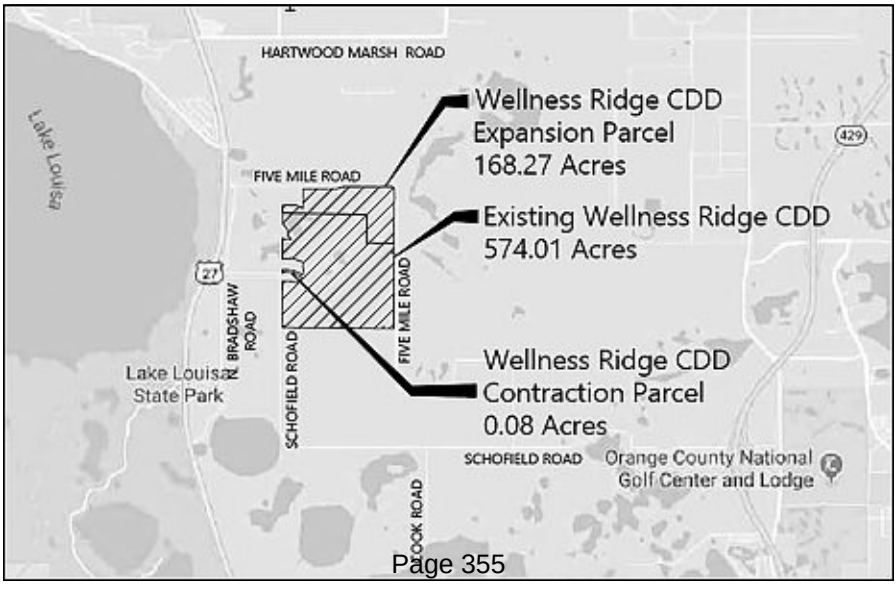
The boundary of the Wellness Ridge Community Development District (the "District") is currently comprised of approximately 574.01 acres of land. The proposed Ordinance amendment will contract the boundary of the District by 0.08 acres and will expand the boundary of the District by 168.27 acres, resulting in the boundary of the District being comprised of approximately 742.20 acres of land.

The District is generally located south and west of Five Mile Road, east of Schofield Road, and north and south of Wellness Way Boulevard, as further depicted in the map below. The Petitioner has proposed to amend the boundary of the District in order to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: stormwater improvements, roadways, water and wastewater utilities, lift station and forcemain, reclaimed water main utilities, reclaimed well and pump infrastructure, hardscape, landscape and irrigation, offsite utilities, undergrounding of electric, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Ordinance amendment. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 241-7330 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 241-7330**.**

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, 34711.

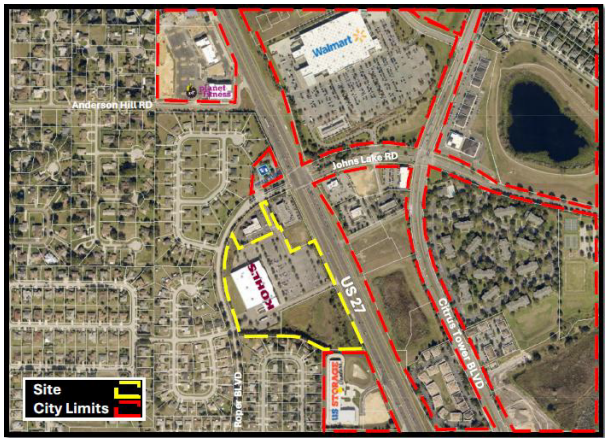


CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Ordinance No. 2026-015 *Intro* *Kohl's Annexation*
Requested Action
Recommend approval of Ordinance 2026-015 introduction.
Staff Report

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.



The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA). It is contiguous to the City limits along its southern and eastern boundary, satisfying the statutory requirement for adjacency.

The City already provides sewer service to the site, and annexation would extend additional municipal services, including Police and Fire, ensuring a unified and efficient level of service.

The requested small-scale comprehensive plan amendment would change the property's future land use designation from Lake County's Urban Low to the City of Clermont's Commercial designation. The companion rezoning request would change the zoning district from Lake County Planned Unit Development (PUD) to the City's C-2 General Commercial district.

STAFF RECOMMENDATION:

The property meets all applicable requirements for voluntary annexation as outlined in Section 171.044, Florida Statutes, and is contiguous to the existing City limits. Staff recommends approval of Ordinance 2026-015.

Additional Analysis
Fiscal Impact Summary

None on the current operating budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord. 2026-015 Kohl's Department Store ANN (03.13.2026)	Ord. 2026-015 Kohl's Department Store ANN (03.13.2026).pdf
2.	Location Maps	Location Maps.pdf
3.	Staff Analysis - Kohl's Department Store Ann (3.31.26)	Staff Analysis - Kohl's Department Store Ann (3.31.26).pdf
4.	Annexation Notification Letter	Annexation Notification Letter.pdf
5.	Kohl's Annexation Application 2.26.2026 - Signed	Kohl's Annexation Application 2.26.2026 - Signed.pdf
6.	Ord. 2026-015 Kohl's Department Store ANX Legal ad CC	Ord. 2026-015 Kohl's Department Store ANX Legal ad CC.pdf

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and the City is currently providing wastewater service to the area through a Utility Service Agreement and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida, that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries the following described property contiguous to the present City boundary, to-wit:

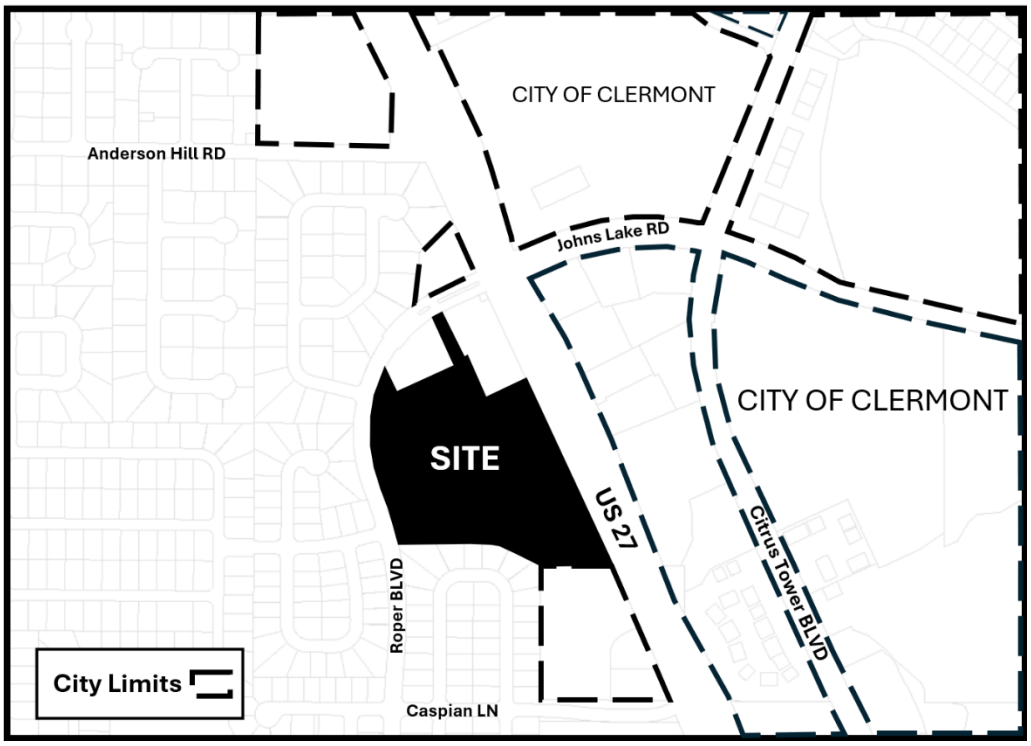
LEGAL DESCRIPTION

PARCEL 1: 3801512
FROM SE COR OF SW 1/4 RUN N 0-14-09 E 630.69 FT, S 89-24-58 E 331.50 FT TO SW'LY R/W LINE OF US HWY 27, N 24-47-41 W ALONG SAID SW'LY R/W LINE 549.15 FT FOR POB, RUN S 65-12-19 W 465.75 FT, S 0-0-0 W 202.87 FT, N 89-31-40 W 334.98 FT TO A POINT OF A NON-TANGENT CURVE CONCAVE SW'LY, HAVING A RADIUS OF 1640 FT, A CHORD BEARING OF N 17-02-34 W, A CHORD DIST OF 261.64 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09-09-02 A DIST OF 261.92 FT TOA POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NE'LY, HAVING A RADIUS OF 710 FT, A CHORD BEARING OF N 02-49-08 W, A CHORD DIST OF 457.60 FT, RUN THENCE NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37-35-54 A DIST OF 465.91 FT TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 610 FT, A CHORD BEARING OF N 21-05-55 E, A CHORD DIST OF 108.84 FT, THENCE

RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-14-12 A DIST OF 108.99 FT, S 24-47-41 E 124.65 FT, N 65-12-19 E 299.08 FT, N 24-47-41 W 244.50 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SE'LY HAVING A RADIUS OF 600 FT, A CHORD BEARING OF N 59-29-21 E, A CHORD DIST OF 50.25 FT, RUN THENCE NE'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04-48-0 A DIST OF 50.27 FT, THENCE S 24-47-41 E 237.05 FT, N 65-12-19 E 20 FT, S 24-47-41 E 210.13 FT, N 65-12-19 E 200 FT TO A POINT OF SAID SW'LY R/W LINE, THENCE S 24-47-41 E ALONG SAID R/W LINE 395.85 FT TO POB ORB 2665 PG 1318

PARCEL 2: 3565819
FROM SE COR OF SW 1/4 RUN N 00DEG 14MIN 09SEC E 630.69 FT FOR POB, RUN N 63DEG 57MIN 11SEC W 161.74 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY HAVING A RADIUS OF 250 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE 111.59 FT THRU A CENTRAL ANGLE OF 25DEG 34MIN 28SEC TO THE POINT OF TANGENCY, THENCE RUN N 89DEG 31MIN 37SEC WJ68.61 FT, N 00DEG 00MIN 00SEC E 202.87 FT, N 65DEG 12MIN 19SEC E 465.75 FT TO W'LY R/W LINE OF US HWY 27, S 24DEG 47MIN 41SEC E ALONG SAID W'LY R/W LINE 549.15 FT, N 89DEG 24MIN 58SEC W 331 50 FT TO POB ORB 2665 PG 1318

LOCATION
Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



SECTION 2.

That the aforedescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforedescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the expense of the applicant.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

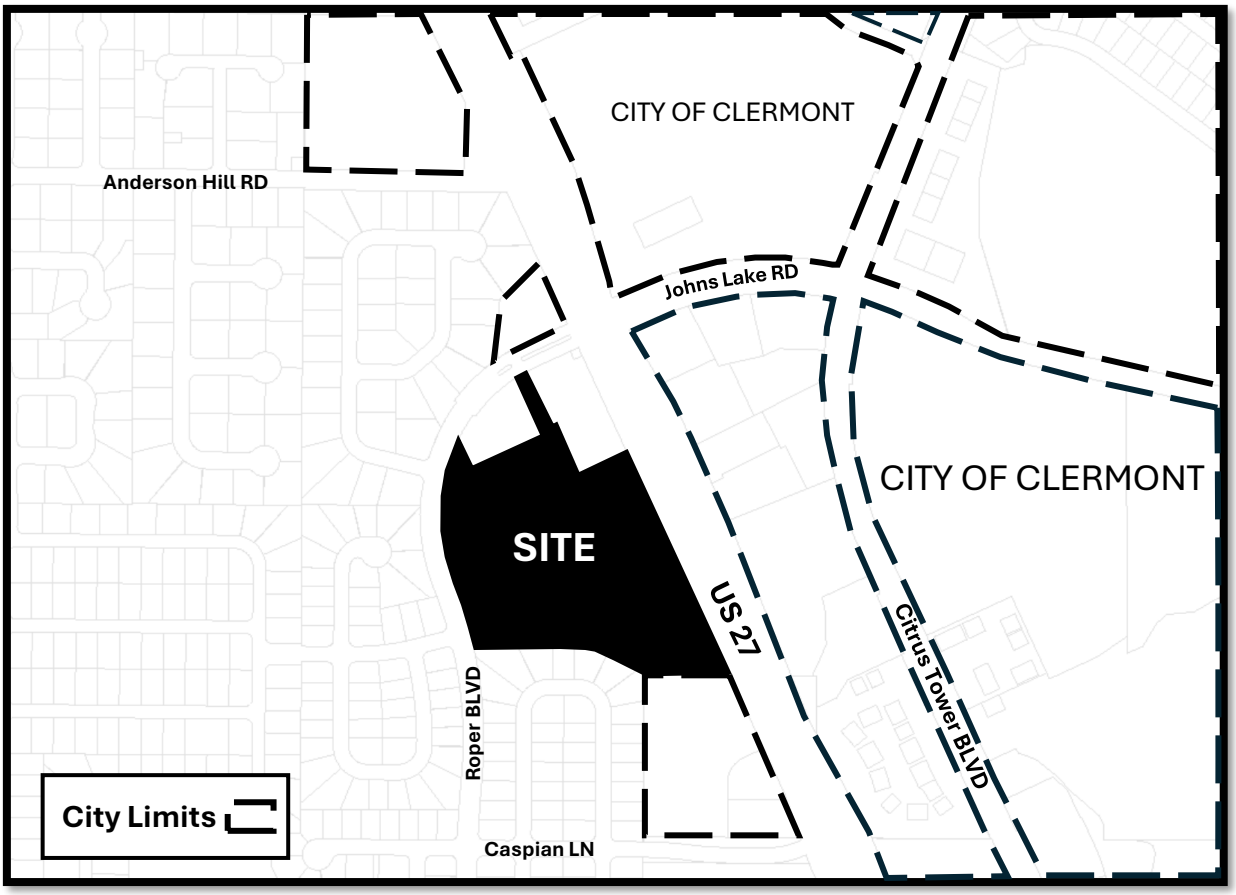
ATTEST:

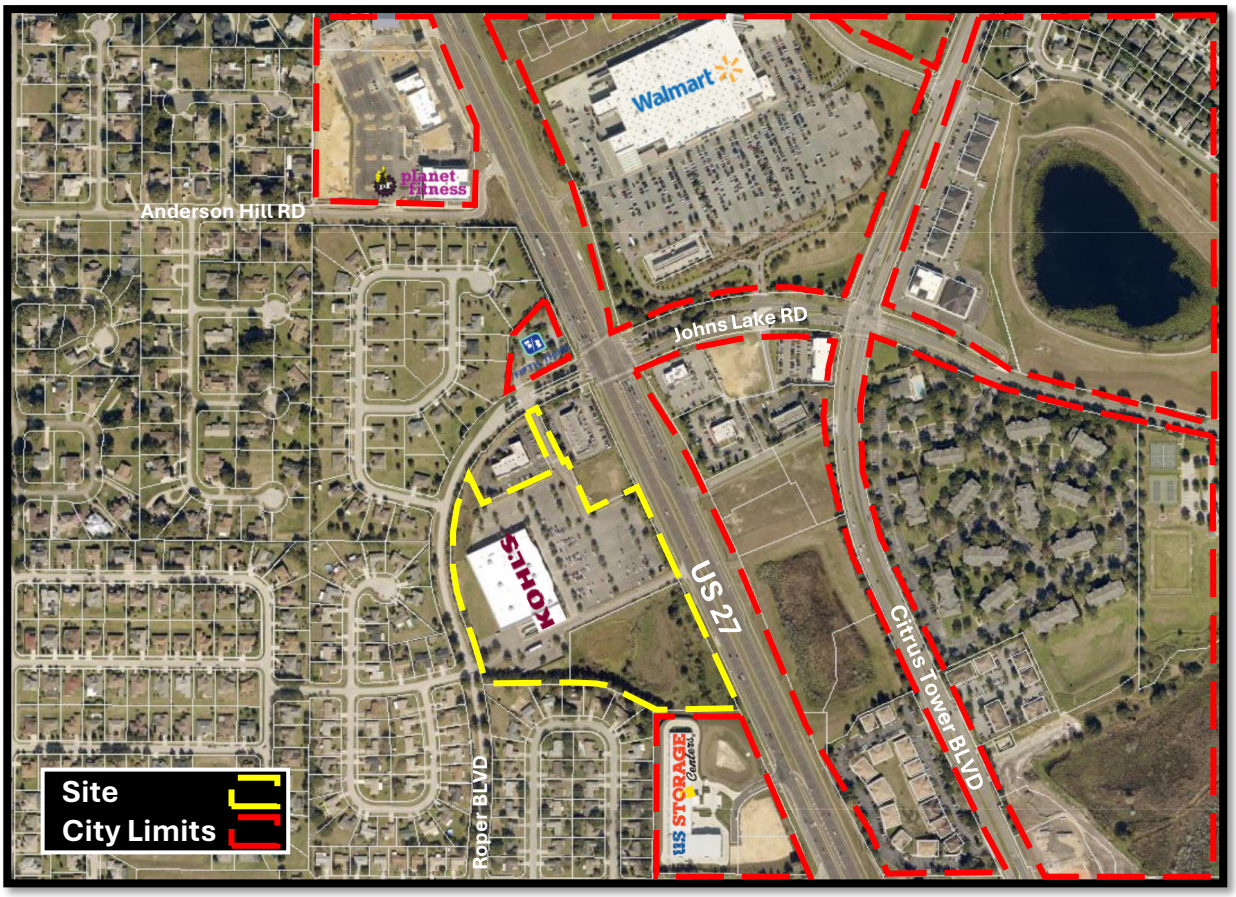
_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

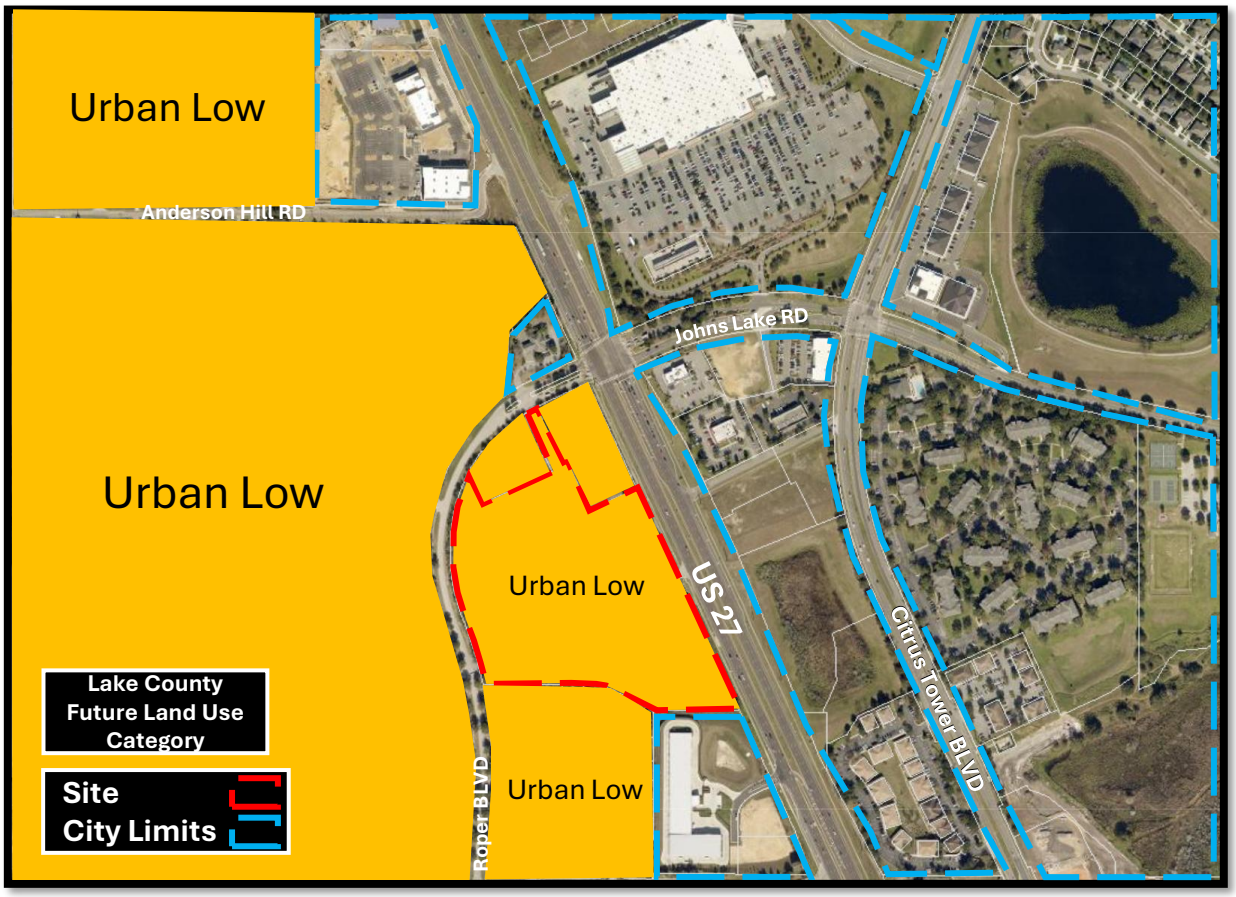
_____
Christian W. Waugh, City Attorney

Kohl's Department Store – Annexation, SSCPA, and REZ

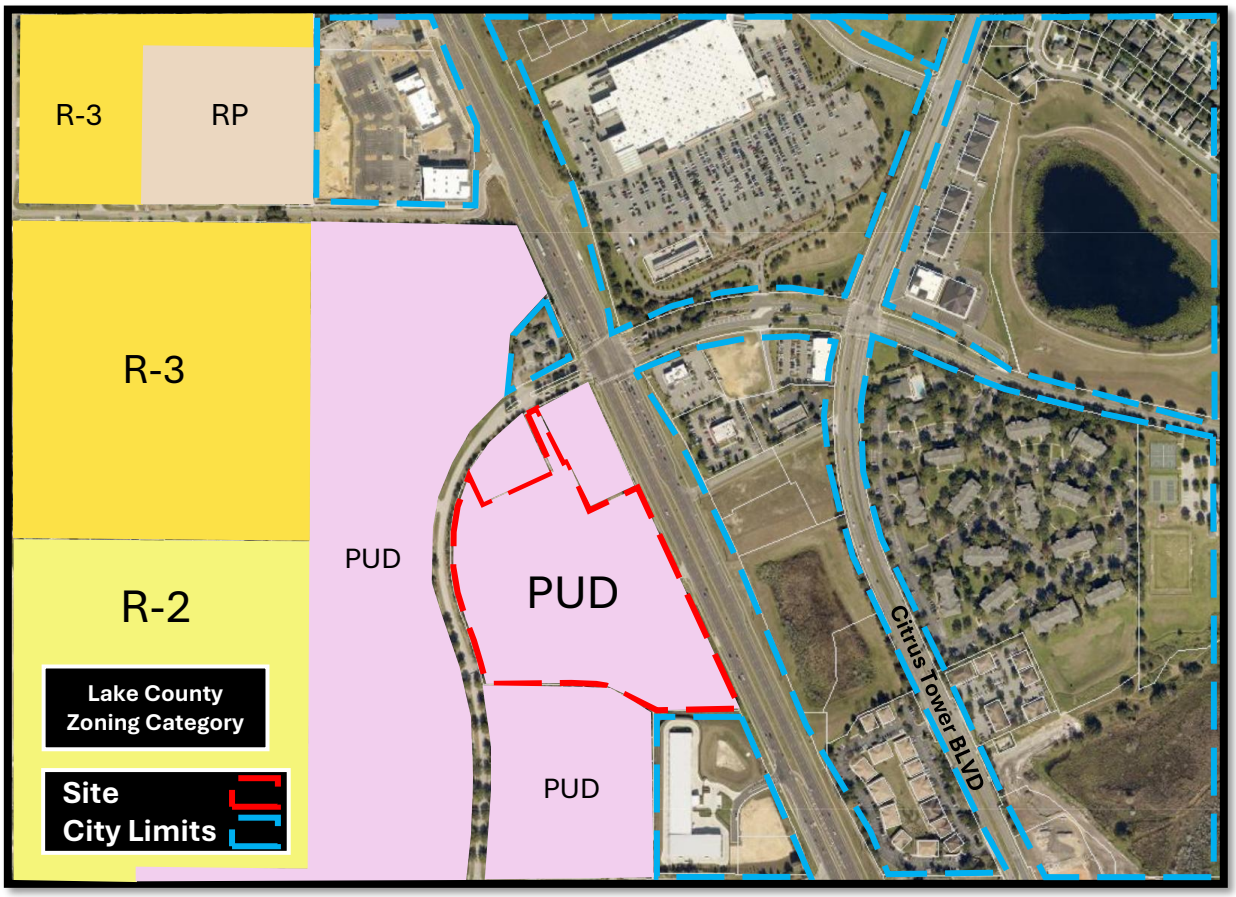




Kohl's Department Store – Annexation, SSCPA, and REZ






R-3
RP
R-3
R-2
PUD
PUD
PUD
Citrus Tower BLVD
Lake County Zoning Category
Site
City Limits


PUD
Planned Unit Development
Anderson Hill RD
Johns Lake RD
Commercial
US 27
Citrus Tower BLVD
Roper BLVD
Site
Proposed Zoning

CITY OF CLERMONT
Staff Analysis Report

OWNER: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.

APPLICANT: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.
City of Clermont

PROJECT NAME: Kohl's Department Store

REQUESTED ACTION: Consider a request for Annexation of an improved parcel located 12305 US Highway 27.

SIZE OF PARCEL: 15.9 +/- Acres

LOCATION: Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)

EXISTING ZONING: Planned Unit Development (PUD) within Lake County

FUTURE LAND USE: Urban Low within Lake County

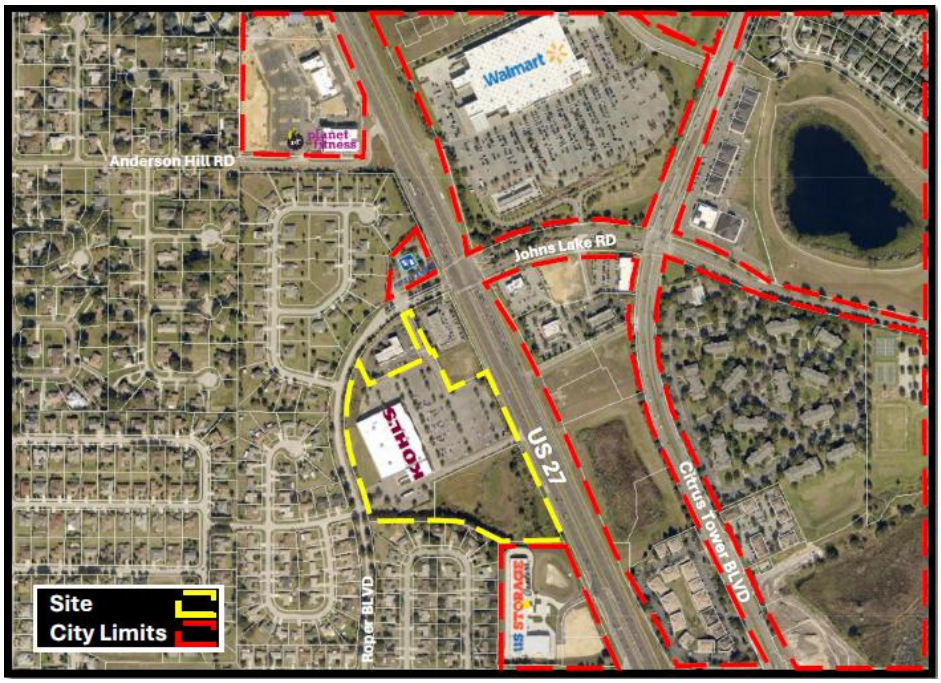
EXISTING USE: Retail Department Store

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low within Lake County	PUD within Lake County	Commercial	
South	Urban Low within Lake County	PUD within Lake County	Residential	
East	Master Planned Development	PUD	Commercial	
West	Urban Low within Lake County	PUD within Lake County	Residential	

STAFF ANALYSIS:

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.



The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA). It is contiguous to the City limits along its southern and eastern boundary, satisfying the statutory requirement for adjacency.

The City already provides sewer service to the site, and annexation would extend additional municipal services, including Police and Fire, ensuring a unified and efficient level of service.

The requested small-scale comprehensive plan amendment would change the property's future land use designation from Lake County's Urban Low to the City of Clermont's Commercial designation. The companion rezoning request would change the zoning district from Lake County Planned Unit Development (PUD) to the City's C-2 General Commercial district.

STAFF RECOMMENDATION:

The property meets all applicable requirements for voluntary annexation as outlined in Section 171.044, Florida Statutes, and is contiguous to the existing City limits. Staff recommends approval of Ordinance 2026-015.

9489 0178 9820 3042 7435 72

CITY OF CLERMONT
Development Services
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
352-394-4083
Fax: 352-394-3542

March 11, 2026

Lake County BOCC & County Attorney & Lake County Growth MGMT
315 W. Main Street
Tavares, FL 32778

(Sent Via Email and Certified Mail #9489 0178 9820 3042 7435 72)

Re: Notice of Annexation Ordinance No. 2026-015
Kohl's Department Store
Site Area: 15.9 +/- acres
Location: 12305 US Highway 27
(AK 3801512 & 3565819)

To whom it may concern:

As required by Chapter 171.044(6), Florida Statutes, please find the public hearing notice for the above-referenced ordinances that will come before the City of Clermont City Council for final reading on April 28, 2026.

Should you have any questions, please feel free to contact me at 352-241-7305.

Sincerely,

Nicholas Gonzalez
Planning & Economic Development Officer

Via email: James Coyle – County Attorney's Office
James.Coyle@lakecountyfl.gov

LEGAL NOTICE

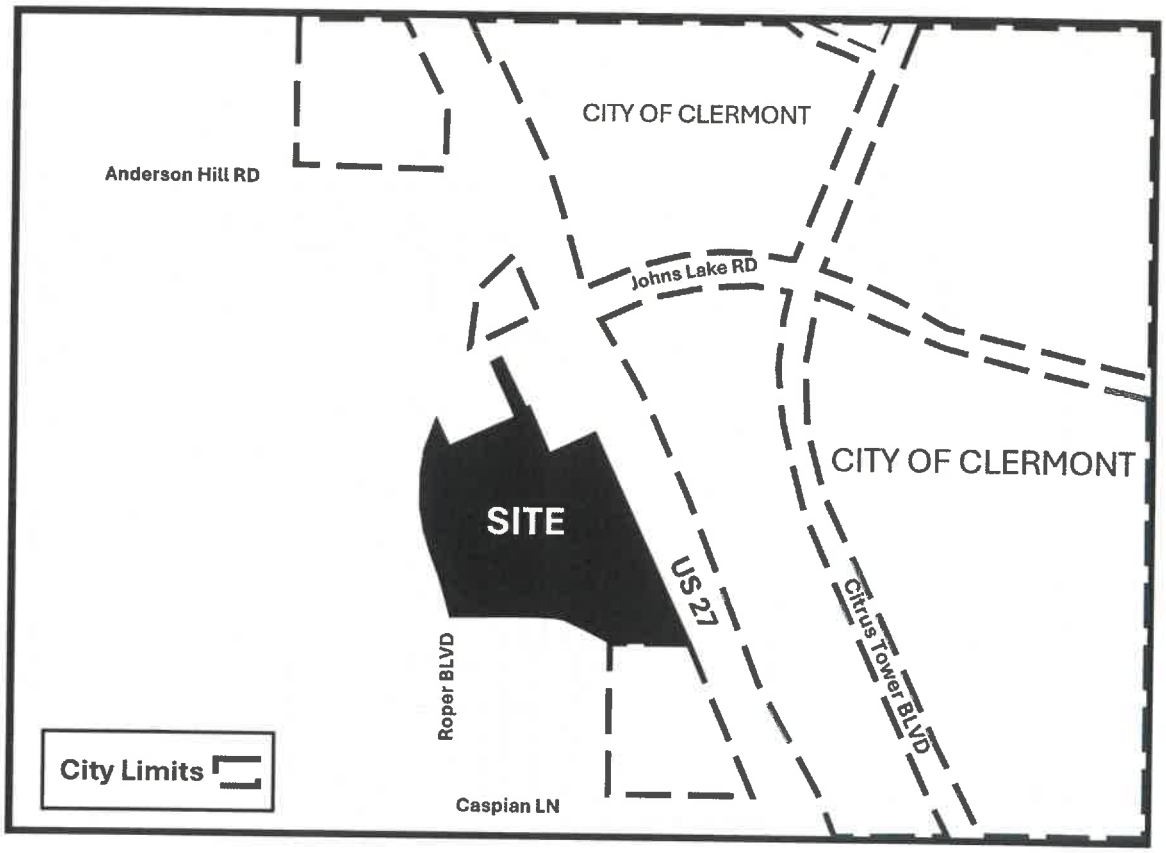
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, April 28th, 2026 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2026-015

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



LEGAL DESCRIPTION

PARCEL 1: 3801512
FROM SE COR OF SW 1/4 RUN N 0-14-09 E 630.69 FT, S 89-24-58 E 331.50 FT TO SW'LY R/W LINE OF US HWY 27, N 24-47-41 W ALONG SAID SW'LY R/W LINE 549.15 FT FOR POB, RUN S 65-12-19 W 465.75 FT, S 0-0-0 W 202.87 FT, N 89-31-40 W 334.98 FT TO A POINT OF A NON-TANGENT CURVE CONCAVE SW'LY,

HAVING A RADIUS OF 1640 FT, A CHORD BEARING OF N 17-02-34 W, A CHORD DIST OF 261.64 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09-09-02 A DIST OF 261.92 FT TOA POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NE'LY, HAVING A RADIUS OF 710 FT, A CHORD BEARING OF N 02-49-08 W, A CHORD DIST OF 457.60 FT, RUN THENCE NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37-35-54 A DIST OF 465.91 FT TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 610 FT, A CHORD BEARING OF N 21-05-55 E, A CHORD DIST OF 108.84 FT, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-14-12 A DIST OF 108.99 FT, S 24-47-41 E 124.65 FT, N 65-12-19 E 299.08 FT, N 24-47-41 W 244.50 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SE'LY HAVING A RADIUS OF 600 FT, A CHORD BEARING OF N 59-29-21 E, A CHORD DIST OF 50.25 FT, RUN THENCE NE'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04-48-0 A DIST OF 50.27 FT, THENCE S 24-47-41 E 237.05 FT, N 65-12-19 E 20 FT, S 24-47-41 E 210.13 FT, N 65-12-19 E 200 FT TO A POINT OF SAID SW'LY R/W LINE, THENCE S 24-47-41 E ALONG SAID R/W LINE 395.85 FT TO POB ORB 2665 PG 1318

PARCEL 2: 3565819
FROM SE COR OF SW 1/4 RUN N 00DEG 14MIN 09SEC E 630.69 FT FOR POB, RUN N 63DEG 57MIN 11SEC W 161.74 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY HAVING A RADIUS OF 250 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE 111.59 FT THRU A CENTRAL ANGLE OF 25DEG 34MIN 28SEC TO THE POINT OF TANGENCY, THENCE RUN N 89DEG 31MIN 37SEC WJ68.61 FT, N 00DEG 00MIN 00SEC E 202.87 FT, N 65DEG 12MIN 19SEC E 465.75 FT TO W'LY R/W LINE OF US HWY 27, S 24DEG 47MIN 41SEC E ALONG SAID W'LY R/W LINE 549.15 FT, N 89DEG 24MIN 58SEC W 331 50 FT TO POB ORB 2665 PG 1318

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC, City Clerk

Daily Commercial
April 6 and April 13

CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION.**

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. X Application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. X LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. X Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with $155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.

2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.

3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:

   A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.

   B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.

4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.

CLERMONT
Choice of Champions

APPLICATION & PETITION

DATE: _____ FEE: $155.00
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Kohl's Department Store

APPLICANT: Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)

Address: N56 W17000 Ridgewood Drive

City: Menomonee Falls State: WI Zip: 53051

Phone: 262.271.0696 Fax: _____

Applicant is: Owner: ☑ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)

Address: N56 W17000 Ridgewood Drive

City: Menomonee Falls State: WI Zip: 53051

Phone: 262.271.0696 Fax: _____

AGENT NAME (Affidavit required): N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: 12305 US HIGHWAY 27
AK 3801512 & 3565819

Area of property: 15.9 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Retail Commercial

The property is PROPOSED to be used for: Retail Commercial

Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : PUD

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use:

88,632 sq ft retail building

State the reason or basis for this request: To provide my consent to the city-initiated request

This support is based on the presumption that the annexation will provide a strategic advantage for the business and a positive impact on our operations, specifically through enhanced police and fire protection

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed. (attach copy).

Section 32, Township 22, Range 26

See attached

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

PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

> AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the _____ day of _____, 20___.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Mark Griepentrog
Landowner (Petitioner) Chief Property Officer

2/26/26
Date

Notary Public

12/2/28
My Commission Expires

NOTARY PUBLIC Judy A. Noel STATE OF WISCONSIN

NOTARY PUBLIC Judy A. Noel STATE OF WISCONSIN

OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date:_____

Before me, the undersigned authority personally appeared Mark Griepentrog, Executive Vice President, Chief Property Officer of Kohl's, Inc (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.

2. That said authority desires an ANNEXATION to allow:
to allow for improved municipal services, including City police and fire protection, and better access to city-maintained public infrastructure.

3. That said authority (owner) has appointed (agent's name) N/A to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

   A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

   B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X_____ X_____
Owner (signature) Mark Griepentrog
Chief Property Officer

Agent's (signature)

Sworn to and subscribed before me this 26 day of February, 2026.

Notary Public, State of ~~FL~~ Wisconsin
My commission expires: 12-2-28

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public, State of FL
My commission expires:

NOTARY PUBLIC Judy A. Noel STATE OF WISCONSIN

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, April 28th, 2026 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2026-015

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:
Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



LEGAL DESCRIPTION

PARCEL 1: 3801512
FROM SE COR OF SW 1/4 RUN N 0-14-09 E 630.69 FT, S 89-24-58 E 331.50 FT TO SW'LY R/W LINE OF US HWY 27, N 24-47-41 W ALONG SAID SW'LY R/W LINE 549.15 FT FOR POB, RUN S 65-12-19 W 465.75 FT, S 0-0-0 W 202.87 FT, N 89-31-40 W 334.98 FT TO A POINT OF A NON-TANGENT CURVE CONCAVE SW'LY, HAVING A RADIUS OF 1640 FT, A CHORD BEARING OF N 17-02-34 W, A CHORD DIST OF 261.64 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09-09-02 A DIST OF 261.92 FT TOA POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NE'LY, HAVING A RADIUS OF 710 FT, A CHORD BEARING OF N 02-49-08 W, A CHORD DIST OF 457.60 FT, RUN THENCE NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37-35-54 A DIST OF 465.91 FT TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 610 FT, A CHORD BEARING OF N 21-05-55 E, A CHORD DIST OF 108.84 FT, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-14-12 A DIST OF 108.99 FT, S 24-47-41 E 124.65 FT, N 65-12-19 E 299.08 FT, N 24-47-41 W 244.50 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SE'LY HAVING A RADIUS OF 600 FT, A CHORD BEARING OF N 59-29-21 E, A CHORD DIST OF 50.25 FT, RUN THENCE NE'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04-48-0 A DIST OF 50.27 FT, THENCE S 24-47-41 E 237.05 FT, N 65-12-19 E 20 FT, S 24-47-41 E 210.13 FT, N 65-12-19 E 200 FT TO A POINT OF SAID SW'LY R/W LINE, THENCE S 24-47-41 E ALONG SAID R/W LINE 395.85 FT TO POB ORB 2665 PG 1318

PARCEL 2: 3565819
FROM SE COR OF SW 1/4 RUN N 00DEG 14MIN 09SEC E 630.69 FT FOR POB, RUN N 63DEG 57MIN 11SEC W 161.74 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY HAVING A RADIUS OF 250 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE 111.59 FT THRU A CENTRAL ANGLE OF 25DEG 34MIN 28SEC TO THE POINT OF TANGENCY, THENCE RUN N 89DEG 31MIN 37SEC WJ68.61 FT, N 00DEG 00MIN 00SEC E 202.87 FT, N 65DEG 12MIN 19SEC E 465.75 FT TO W'LY R/W LINE OF US HWY 27, S 24DEG 47MIN 41SEC E ALONG SAID W'LY R/W LINE 549.15 FT, N 89DEG 24MIN 58SEC W 331 50 FT TO POB ORB 2665 PG 1318

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC, City Clerk

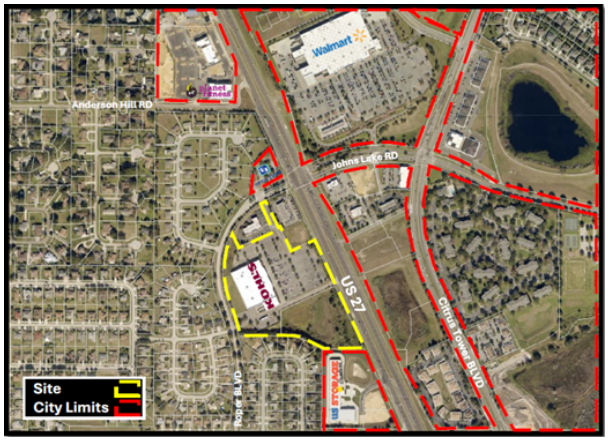
CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Ordinance No. 2026-016 *Intro* *Kohl's SSCPA*
Requested Action
Approve the introduction and first reading of Ordinance 2026-016 - Kohl's small scale Comprehensive Plan Amendment.
Staff Report

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA).

Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.





The proposed map amendment will change the future land use designation from Lake County's Urban Low to the City's Commercial designation. The property is currently developed with a commercial retail department store. Policy 1.12.3 of the City's Comprehensive Plan encourages voluntary annexations, stating:

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan.

The property is located along the US Highway 27 corridor, an area characterized by established and planned commercial uses. The annexation of this site is a logical extension of the City boundary and is consistent and compatible with the existing development pattern along this corridor.

STAFF RECOMMENDATION:

Staff has reviewed the request and finds that the proposed comprehensive plan amendment meets the requirements for voluntary annexation, that the City is capable of serving the property, and that the request is consistent with the City's Comprehensive Plan. Staff recommends approval of the Small-Scale Comprehensive Plan

Amendment, Ordinance No. 2026-016.

Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord. 2026-016 Kohl's Department Store SSCPA (03.13.2026)	Ord. 2026-016 Kohl's Department Store SSCPA (03.13.2026).pdf
2. Location Maps	Location Maps.pdf
3. Staff Analysis - Kohl's Department Store Comp (3.31.26)	Staff Analysis - Kohl's Department Store Comp (3.31.26).docx
4. Kohl's Comprehensive Plan Application 2.26.2026 - Signed	Kohl's Comprehensive Plan Application 2.26.2026 - Signed.pdf
5. Ord. 2026-016 Kohl's Department Store SSCPA Legal Ad CC	Ord. 2026-016 Kohl's Department Store SSCPA Legal Ad CC.pdf

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 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:

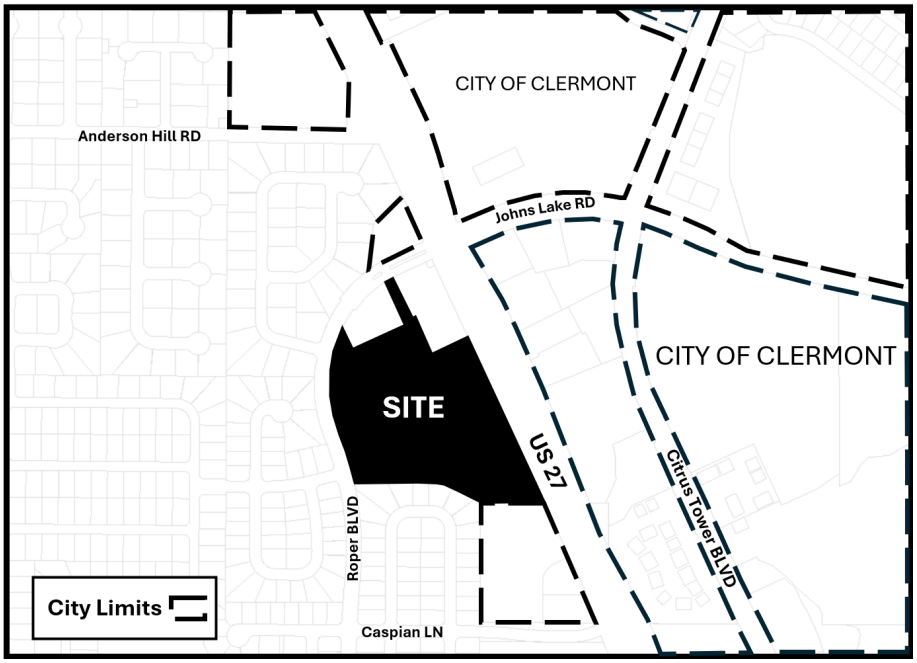
LEGAL DESCRIPTION

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LOCATION
Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



CHANGE IN FUTURE LAND USE CLASSIFICATION:

FROM: LAKE COUNTY URBAN LOW
TO: CITY OF CLERMONT 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.

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.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April 2026.

CITY OF CLERMONT

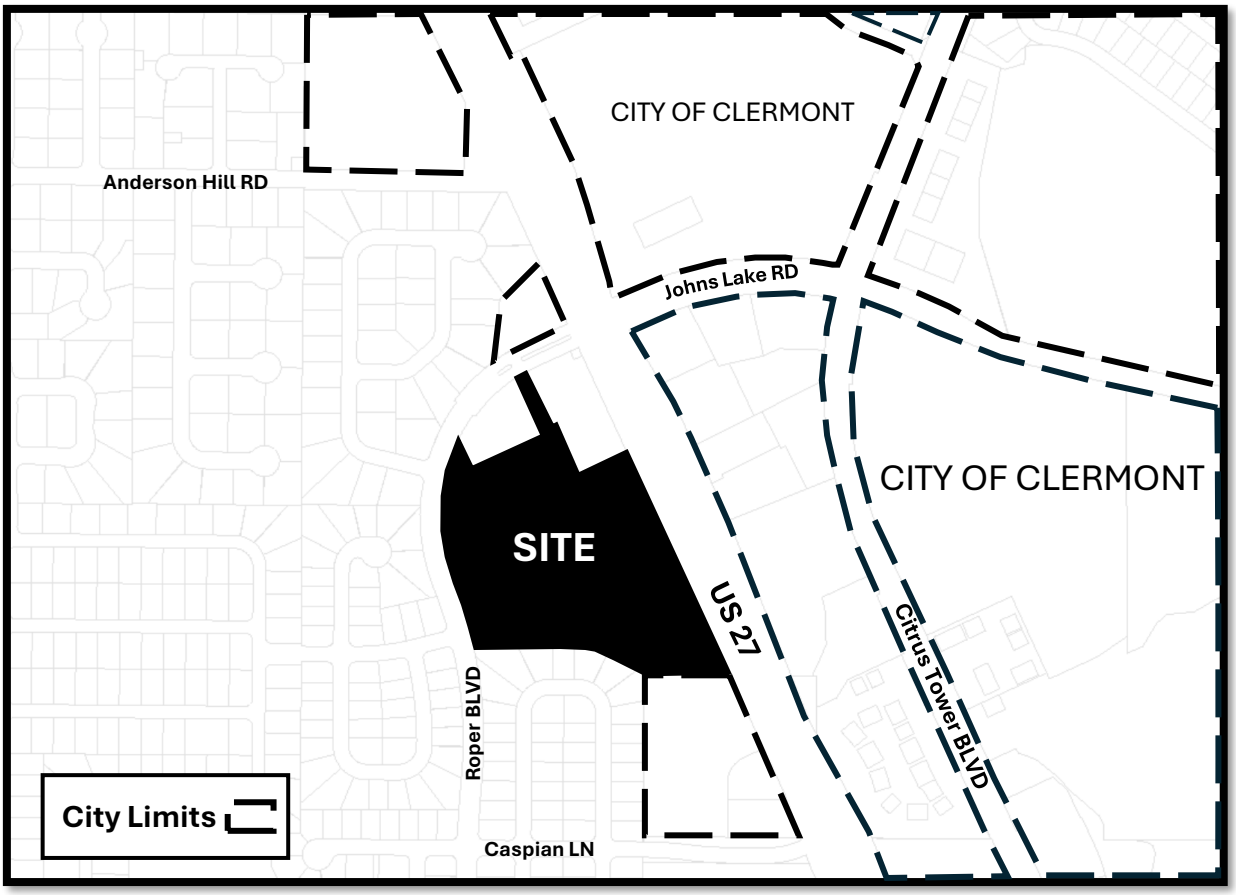
_____
Tim Murry, Mayor

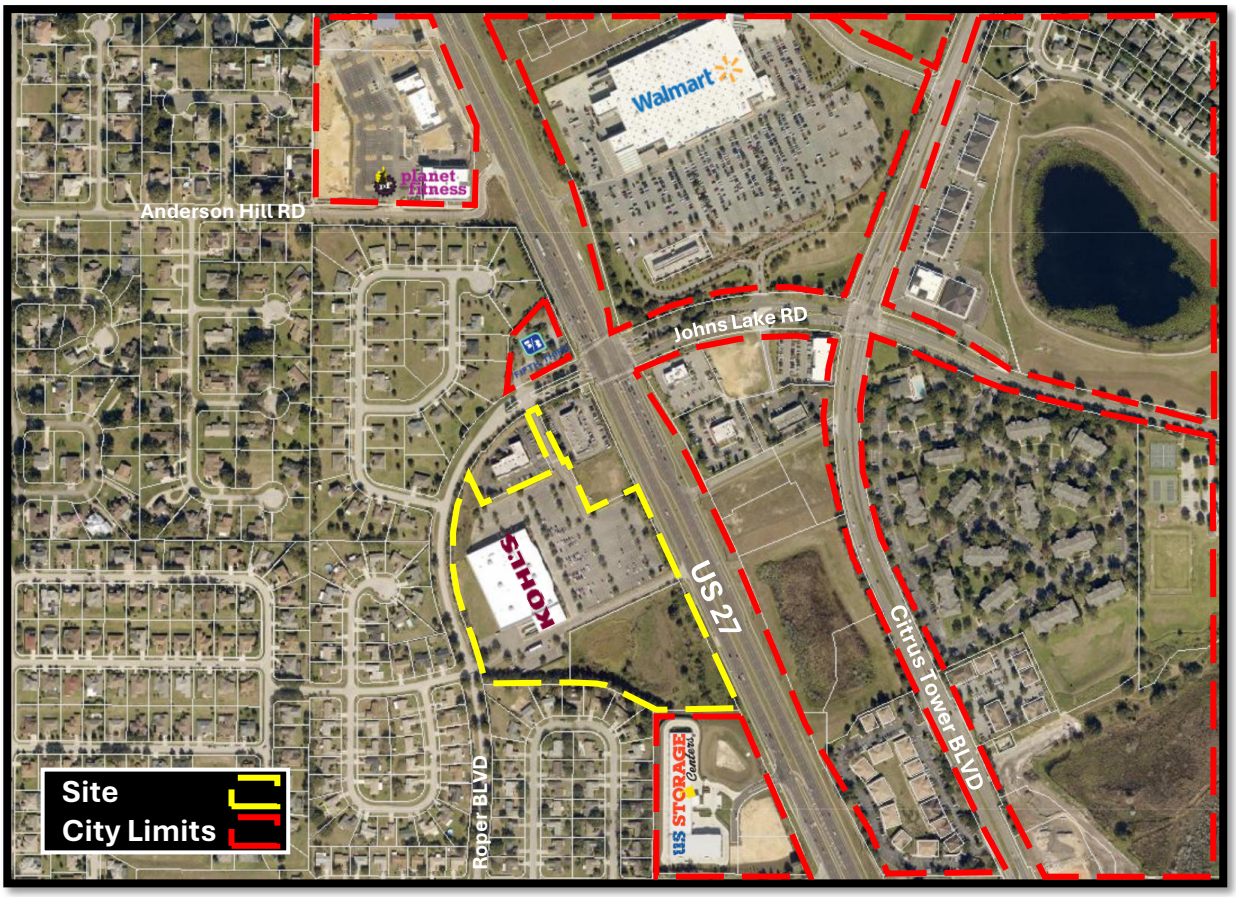
ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

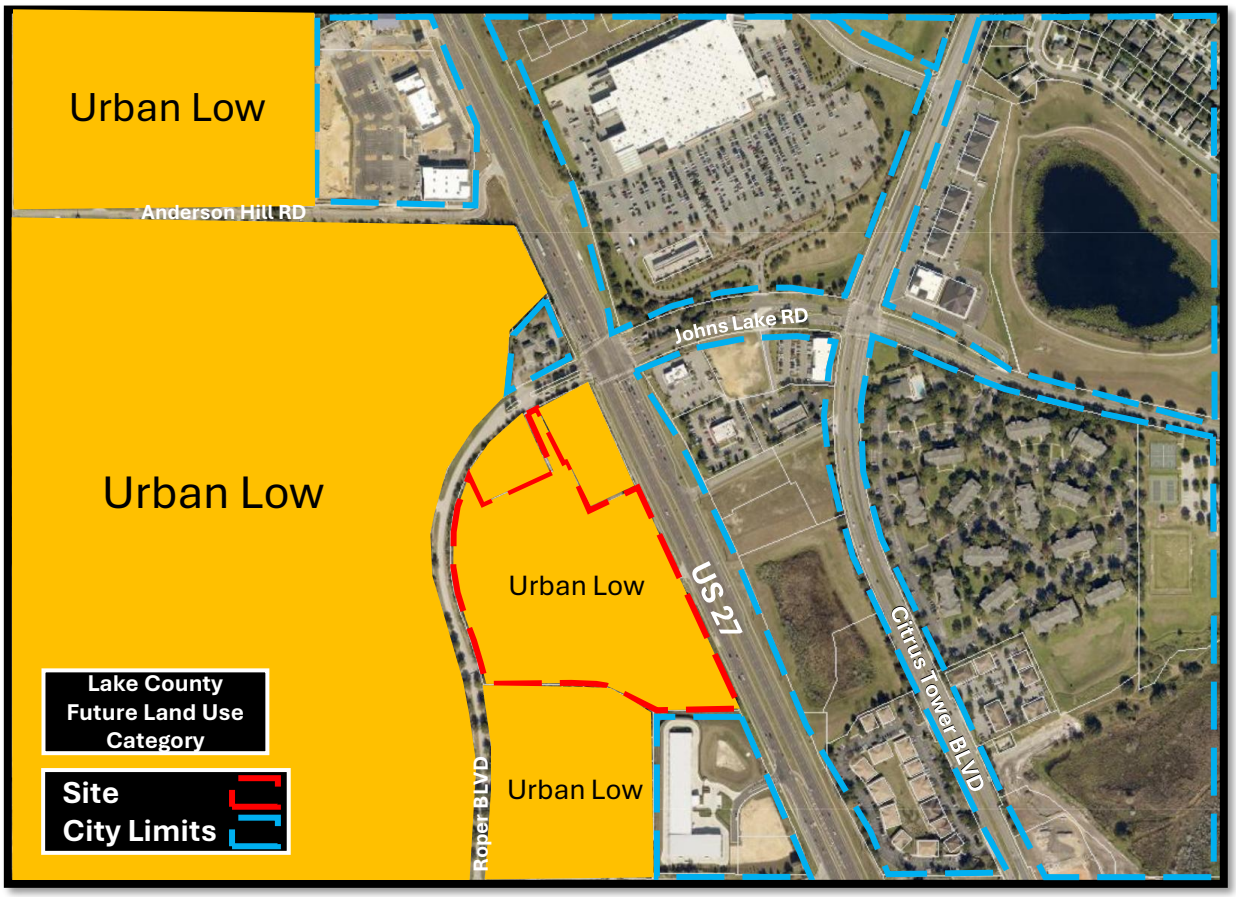
Approved as to form and legality:

_____
Christian W. Waugh, City Attorney


CITY OF CLERMONT
Anderson Hill RD
Johns Lake RD
CITY OF CLERMONT
SITE
US 27
Citrus Tower BLVD
Roper BLVD
City Limits
Caspian LN

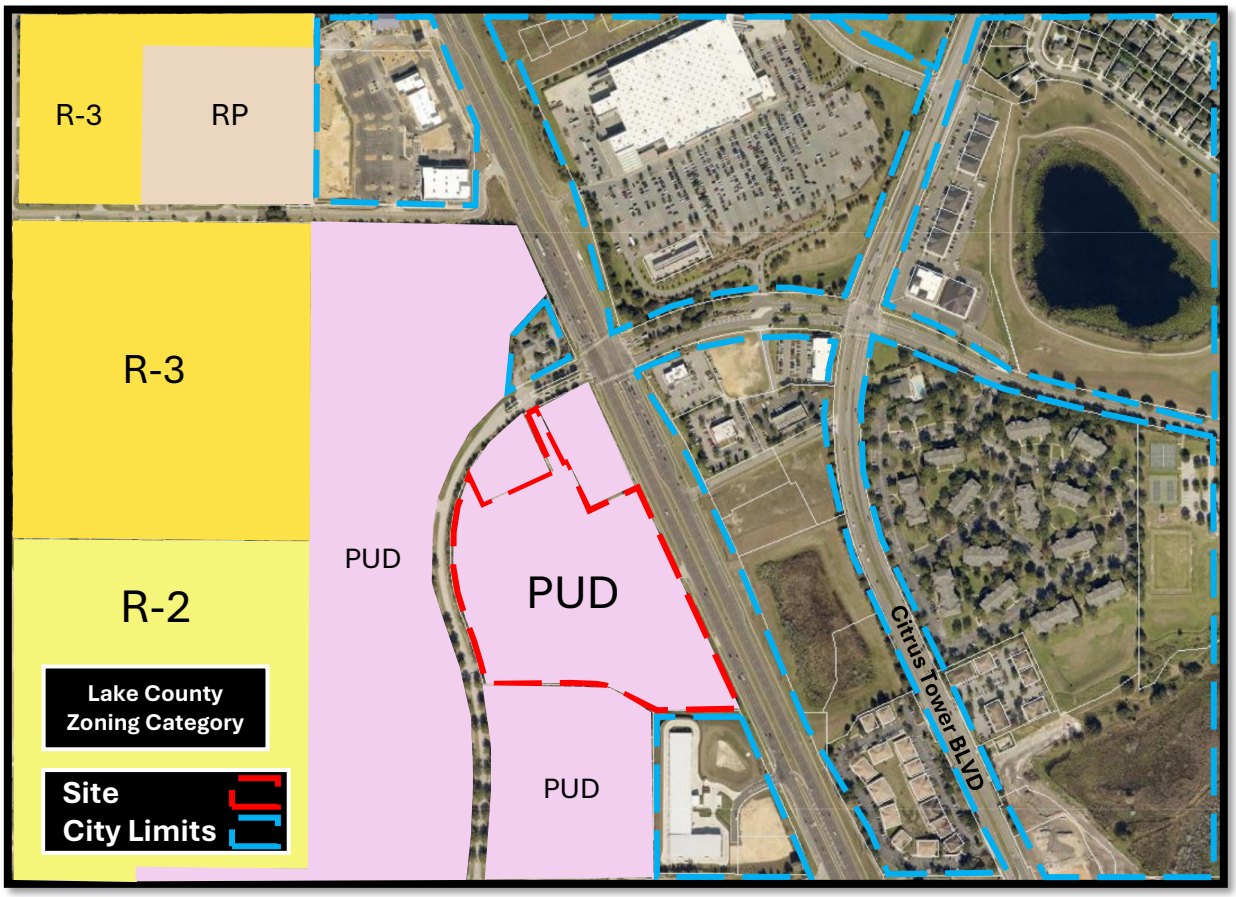

Walmart
planet fitness
Anderson Hill RD
Johns Lake RD
KOHL'S
US 27
Citrus Tower BLVD
US STORAGE Centers
Roper BLVD
Site
City Limits

Kohl's Department Store – Annexation, SSCPA, and REZ





Kohl's Department Store – Annexation, SSCPA, and REZ





CITY OF CLERMONT
Staff Analysis Report

OWNER: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.

APPLICANT: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.
City of Clermont

PROJECT NAME: Kohl's Department Store

REQUESTED ACTION: Consider a request for Small-scale Comprehensive Amendment of an improved parcel located 12305 US Highway 27.

SIZE OF PARCEL: 15.9 +/- Acres

LOCATION: Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)

EXISTING ZONING: Planned Unit Development (PUD) within Lake County

FUTURE LAND USE: Urban Low within Lake County

EXISTING USE: Retail Department Store

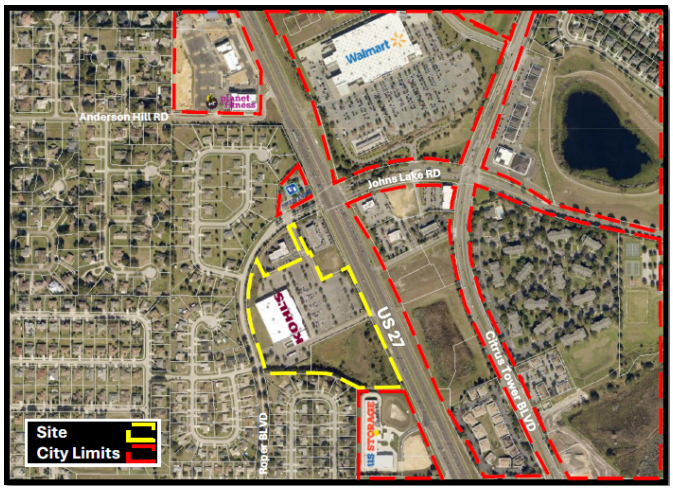
Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low within Lake County	PUD within Lake County	Commercial	
South	Urban Low within Lake County	PUD within Lake County	Residential	
East	Master Planned Development	PUD	Commercial	
West	Urban Low within Lake County	PUD within Lake County	Residential	

STAFF ANALYSIS:

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA).

Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.





The proposed map amendment will change the future land use designation from Lake County's Urban Low to the City's Commercial designation. The property is currently developed with a commercial retail department store. Policy 1.12.3 of the City's Comprehensive Plan encourages voluntary annexations, stating:

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan.

The property is located along the US Highway 27 corridor, an area characterized by established and planned commercial uses. Annexation of this site is a logical extension of the City boundary and is consistent and compatible with the existing development pattern along this corridor.

STAFF RECOMMENDATION:

Staff has reviewed the request and finds that the proposed comprehensive plan amendment meets the requirements for voluntary annexation, that the City is capable of serving the property, and that the request is consistent with the City's Comprehensive

Plan. Staff recommends approval of the Small-Scale Comprehensive Plan Amendment, Ordinance No. 2026-016.

CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment -** $2,325 plus cost of advertisement Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - $755.00 plus cost of advertisement Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI) -** $10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____ FEE: _____

Project Name (if applicable): Kohl's Department Store

Applicant: Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)
Contact Person: Adam Stehly
Address: N56 W17000 Ridgewood Drive
City: Menomonee Falls State: WI Zip: 53051
Phone: 262.271.0696 Fax: _____
E-Mail: adam.stehly@kohls.com

OWNER: Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)
Address: N56 W17000 Ridgewood Drive
City: Menomonee Falls State: WI Zip: 53051
Phone: _____ Fax: _____
E-Mail: _____

General Location: 12305 US Highway 27 (AK 3801512 & 3565819)

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet):

Flood hazard area (yes) ____ and approx. acreage _____ (no) X
Existing (Actual) Land Use: _____
Existing Zoning: PUD
Existing Future Land Use: Urban Low
Proposed Future Land Use: Commercial
Type of development proposed: Retail Commercial

Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: C-2 General Commercial

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The proposed amendment seeks to change the existing land use designation for the subject property from Urban Low/PUD to City of Clermont Commercial/C-2 General Commercial. This change will permit the development of a retail building consistent with the City's Land Development Regulations. Furthermore, it ensures the property is integrated into the City's corporate limits with a designation that supports high-intensity commercial use, addressing the increasing demand for retail services driven by rapid residential growth within Clermont.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * * NOTICE * * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Mark Griepentrog, Executive Vice President, Chief Property Officer of Kohl's, Inc, 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 Urban Low to Commercial 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.

Mark Griepentrog, EVP, CPO of Kohl's, Inc
Affiant - Applicant Name (print)

X
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26 day of February, 2026

NOTARY PUBLIC Judy A. Noel STATE OF WISCONSIN

X Judy A Noel
Notary Public, State of ~~Florida at Large~~ Wisconsin

My Commission Expires: 12/2/28

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Mark Griepentrog, Executive Vice President, Chief Property Officer of Kohl's, Inc, 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 Urban Low to Commercial for the property legally described on the attachment of this application.

3. That the owner of said property has appointed n/a 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.

Mark Griepentrog, EVP, CPO of Kohl's, Inc
Affiant - Applicant Name (print)

X
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26 day of February, 2026

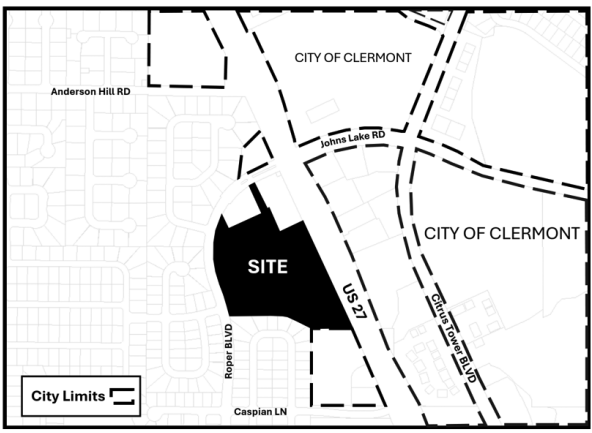
X
Notary Public, State of ~~Florida at Large~~ Wisconsin

My Commission Expires: 12/2/28

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
ORDINANCE NO. 2026-016

The Clermont City Council will hold a public hearing on Tuesday, April 28th, 2026 at 3:00 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 a 15.9 +/- acre parcel from Lake County Urban Low to City of Clermont Commercial.



LOCATION

Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres

FUTURE LAND USE MAP AMENDMENT

From: Lake County Urban Low
TO: City of Clermont Commercial
ORDINANCE NO. 2026-016

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

Daily Commercial
Publish Date: April 13, 2026
Size: 2 columns by 10 inches

LF-43786538

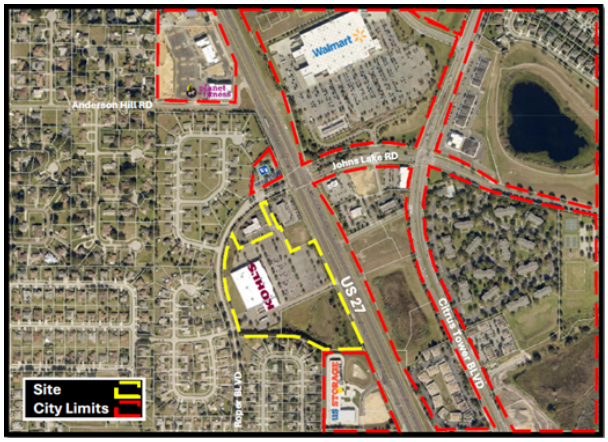
CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Ordinance No. 2026-017 *Intro* *Kohl's Rezoning*
Requested Action
Approve the introduction and first reading of Ordinance 2026-017 - Kohl's Rezoning.
Staff Report

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA).

Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.





The proposed rezoning would change the designation from Lake County's Planned Unit Development (PUD) to the City's C-2 General Commercial zoning district. The property is currently developed with a commercial retail department store.

The property was originally developed under Lake County's PUD, Resolution No. 1994-110 (Spring Valley), which entitled the area for 546 single-family residential units and 20 acres for up to 160,000 square feet of commercial development. The property owner, Spring Valley, LTD, entered into a utility service agreement with the City on October 1, 1999, to receive wastewater services.

As the PUD area has reached full development and no remaining entitlements or land-use conditions apply to the Kohl's parcel, the City's C-2 General Commercial designation is the most appropriate zoning district. C-2 General Commercial is consistent with the existing use, aligns with the City's commercial standards along the US 27 corridor, and removes the need to rely on an outdated PUD document. Rezoning to C-2 General Commercial zoning will ensure consistent development regulations, signage standards, and administrative procedures for this established commercial parcel.

STAFF RECOMMENDATION:
Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. The requested C-2 General Commercial designation is consistent with the City's Comprehensive Plan, Land Development Regulations and staff recommends approval of Ordinance 2026-017.

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord. 2026-017 Kohl's Department Store RZ (03.13.2026)	Ord. 2026-017 Kohl's Department Store RZ (03.13.2026).pdf
2. Location Maps	Location Maps.pdf
3. Lake County PUD (Res.1994 110)	Lake County PUD (Res.1994 110).pdf
4. Utility Service Agreement (Spring Valley)	Utility Service Agreement (Spring Valley).pdf
5. Staff Analysis - Kohl's Department Store REZ (3.31.26)	Staff Analysis - Kohl's Department Store REZ (3.31.26).docx
6. Kohl's Rezoning Application 2.26.2026 - Signed	Kohl's Rezoning Application 2.26.2026 - Signed.pdf
7. Ord. 2026-017 Kohl's Department Store REZ Legal Ad CC	Ord. 2026-017 Kohl's Department Store REZ Legal Ad CC.pdf

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.

WHEREAS, the City Council of Clermont, Florida annexed the property on April 28th, 2026; and

WHEREAS, the City Council of Clermont, Florida, has considered an Amendment to the official Zoning Map of the City to Rezone the subject property from Lake County Planned Unit Development to City of Clermont C-2 General Commercial District; and

WHEREAS, the City of Clermont Planning and Zoning Commission did on the 7th day of April 2026 review the petition for Rezoning; and

WHEREAS, the City Council reviewed the petition, the recommendations of the Planning and Zoning Commission, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the below-described property have been duly approved.

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:

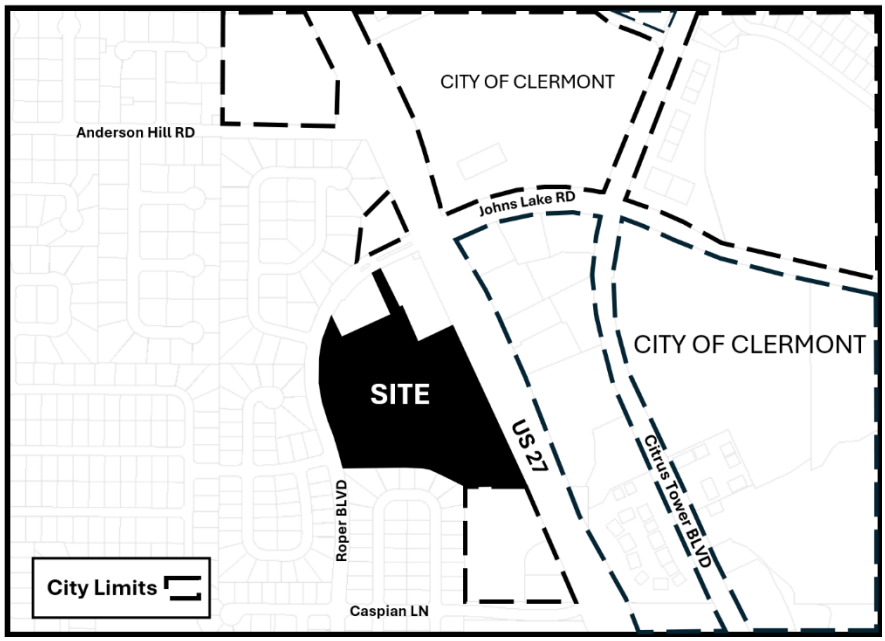
LEGAL DESCRIPTION

PARCEL 1: 3801512
FROM SE COR OF SW 1/4 RUN N 0-14-09 E 630.69 FT, S 89-24-58 E 331.50 FT TO SW'LY R/W LINE OF US HWY 27, N 24-47-41 W ALONG SAID SW'LY R/W LINE 549.15 FT FOR POB, RUN S 65-12-19 W 465.75 FT, S 0-0-0 W 202.87 FT, N 89-31-40 W 334.98 FT TO A POINT OF A NON-TANGENT CURVE CONCAVE SW'LY, HAVING A RADIUS OF 1640 FT, A CHORD BEARING OF N 17-02-34 W, A CHORD DIST OF 261.64 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09-09-02 A DIST OF 261.92 FT TOA POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NE'LY, HAVING A RADIUS OF 710 FT, A CHORD BEARING OF N 02-49-08 W, A CHORD

DIST OF 457.60 FT, RUN THENCE NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37-35-54 A DIST OF 465.91 FT TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 610 FT, A CHORD BEARING OF N 21-05-55 E, A CHORD DIST OF 108.84 FT, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-14-12 A DIST OF 108.99 FT, S 24-47-41 E 124.65 FT, N 65-12-19 E 299.08 FT, N 24-47-41 W 244.50 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SE'LY HAVING A RADIUS OF 600 FT, A CHORD BEARING OF N 59-29-21 E, A CHORD DIST OF 50.25 FT, RUN THENCE NE'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04-48-0 A DIST OF 50.27 FT, THENCE S 24-47-41 E 237.05 FT, N 65-12-19 E 20 FT, S 24-47-41 E 210.13 FT, N 65-12-19 E 200 FT TO A POINT OF SAID SW'LY R/W LINE, THENCE S 24-47-41 E ALONG SAID R/W LINE 395.85 FT TO POB ORB 2665 PG 1318

PARCEL 2: 3565819
FROM SE COR OF SW 1/4 RUN N 00DEG 14MIN 09SEC E 630.69 FT FOR POB, RUN N 63DEG 57MIN 11SEC W 161.74 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY HAVING A RADIUS OF 250 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE 111.59 FT THRU A CENTRAL ANGLE OF 25DEG 34MIN 28SEC TO THE POINT OF TANGENCY, THENCE RUN N 89DEG 31MIN 37SEC WJ68.61 FT, N 00DEG 00MIN 00SEC E 202.87 FT, N 65DEG 12MIN 19SEC E 465.75 FT TO W'LY R/W LINE OF US HWY 27, S 24DEG 47MIN 41SEC E ALONG SAID W'LY R/W LINE 549.15 FT, N 89DEG 24MIN 58SEC W 331 50 FT TO POB ORB 2665 PG 1318

LOCATION:
Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



PROPERTY REZONING

FROM: Lake County Planned Unit Development (PUD)
TO: City of Clermont General Commercial (C-2)

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

SECTION 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.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

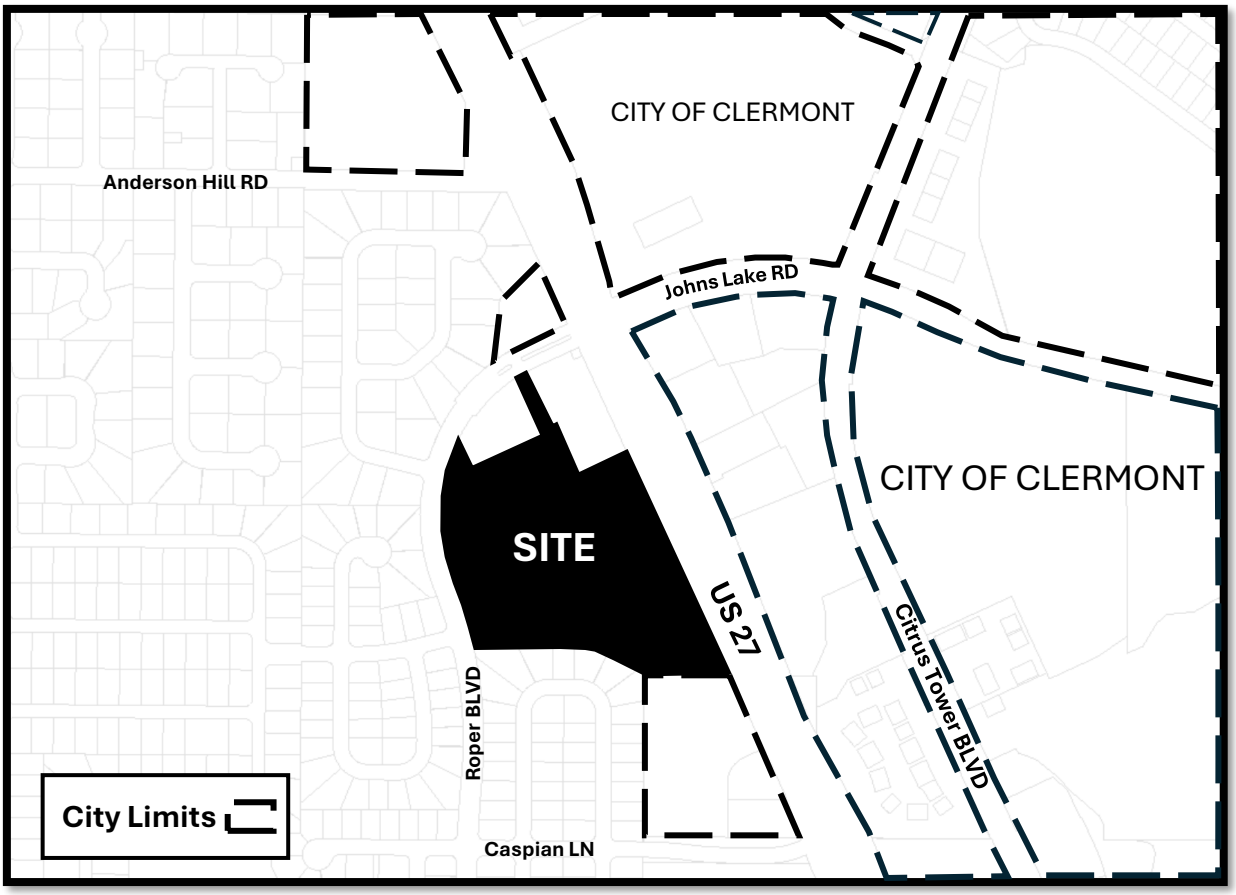
ATTEST:

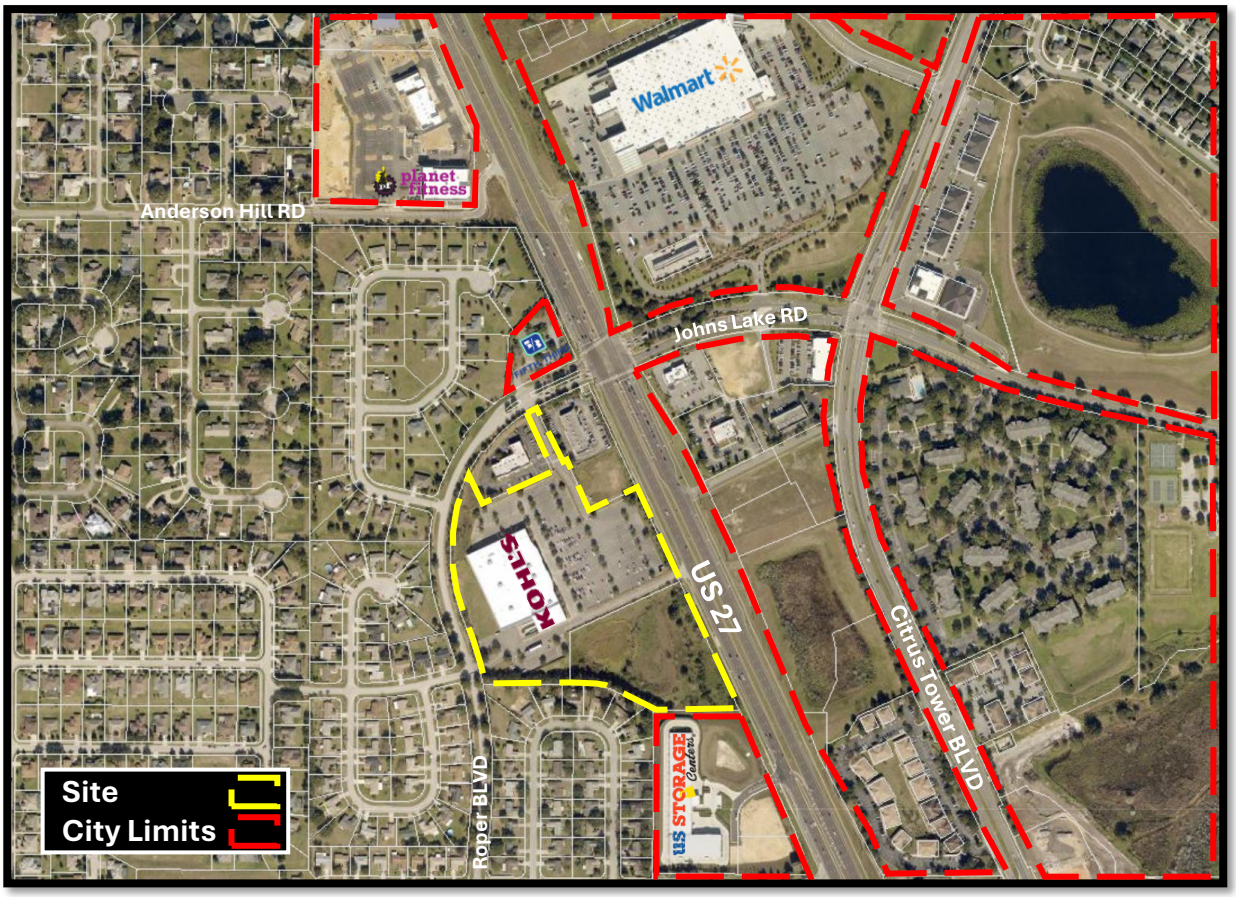
_____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

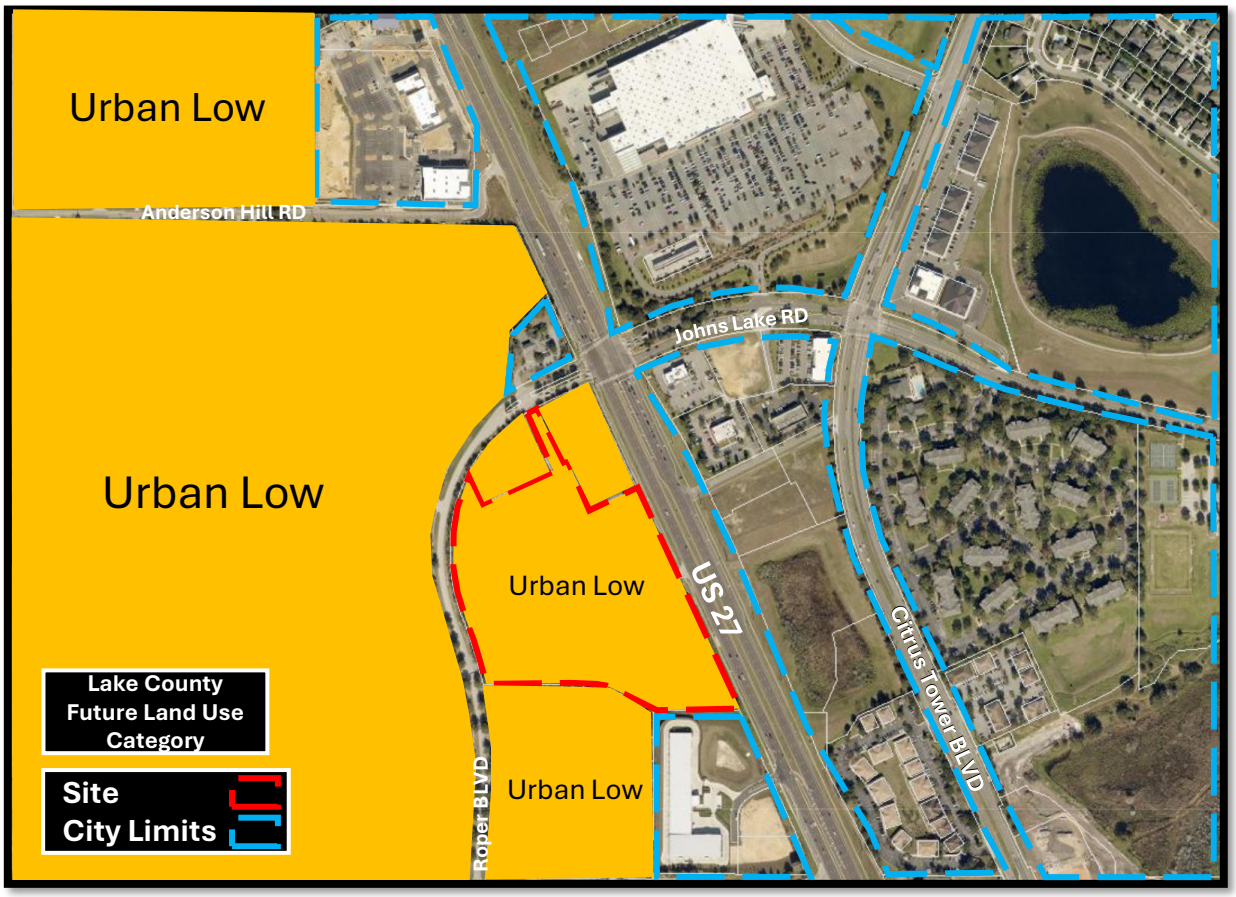
_____
Christian W. Waugh, City Attorney

Kohl's Department Store – Annexation, SSCPA, and REZ



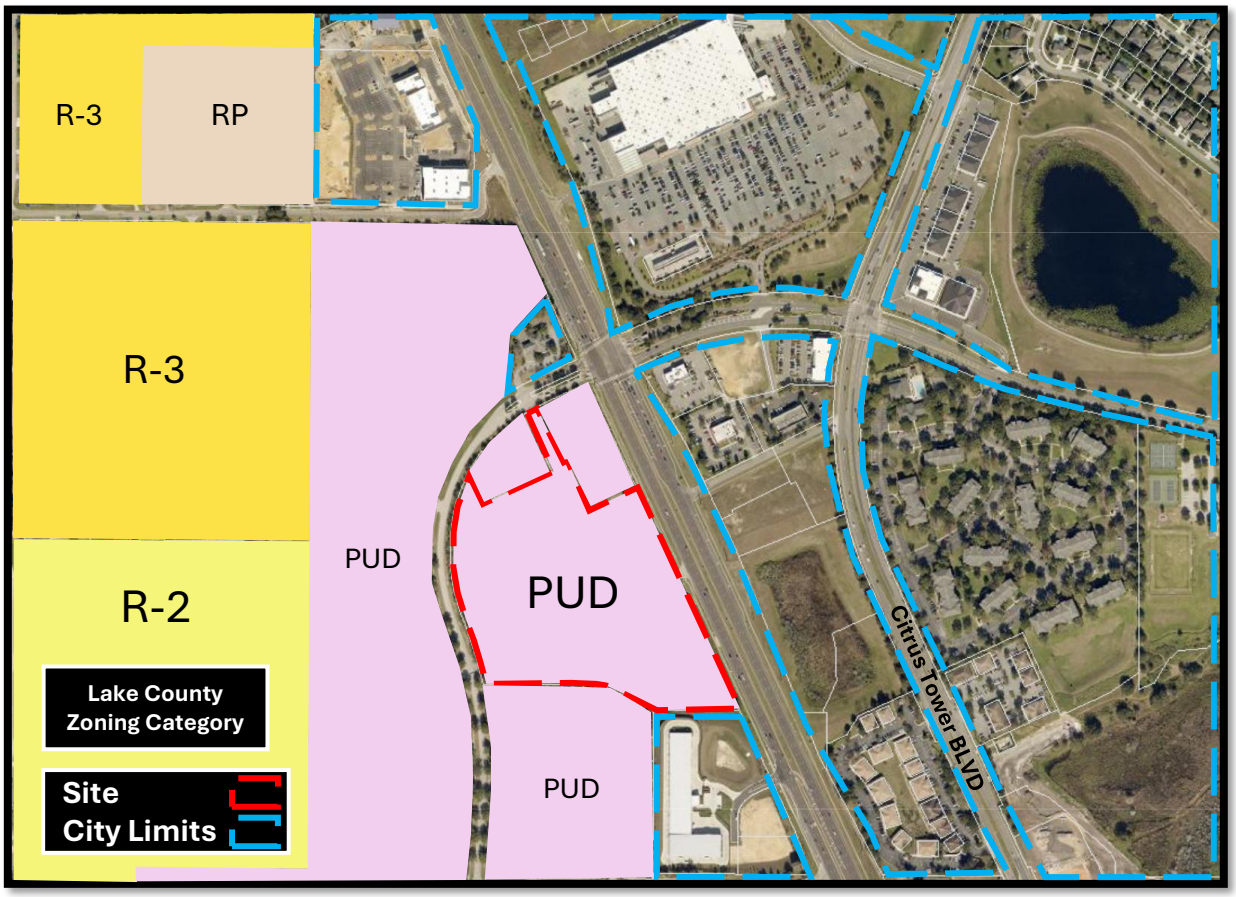


Kohl's Department Store – Annexation, SSCPA, and REZ





Kohl's Department Store – Annexation, SSCPA, and REZ





REC 4900
TF 50

95 37491

CORRECTIVE
RESOLUTION NO. 1994-110
(Tracking No. #11-94-PUD)
(PH#5-94-2/Spring Valley)

BOOK 1372 PAGE 0447

WHEREAS, the Lake County Planning and Zoning Commission did, on the 30th day of March, 1994, review petition #5-94-2 (Spring Valley), a request to approve the preliminary development plan (dated January 31, 1994 as prepared by Robert D. Londeree) for a rezoning from R-1 (Rural Residential) to PUD (Planned Unit Development) zoning district on property generally located in the Clermont area - Property lying W of US 25/27 & S of Anderson Hill Rd. (DR2-1146). The property is more particularly described as:

LEGAL DESCRIPTION: SEE EXHIBIT A

AND, after giving Notice of Hearing on petition for development plan approval, including a notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 24th day of May, and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Planning and Zoning Commission, and any comments, favorable or unfavorable from the Public and surrounding property owners at a Public Hearing duly advertised, and

WHEREAS, upon review, certain terms and conditions pertaining to the development of the above described property have been duly approved, and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that the Zoning Rules and

CORRECTIVE RESOLUTION NO. 1994-110
(Tracking No. #11-94-PUD) (Public Hearing Number #5-94-2/Spring Valley)

Regulations of Lake County, Florida, be altered and amended as they pertain to the above tract of land subject to the following terms and conditions:

1 **Terms: The facility shall mean and include the total of the following:**

I. Land Uses:

A. Residential

1. Number and Types of Residential Units

The project shall contain a total of 546 single-family residential dwelling units at a gross density of 2.4 units per acre, which shall include:

a. Single Family "Estate" Lots consisting of 17.1± acres.

b. Single Family Low Density (SFLD) consisting of a total of 105± acres.

c. Single Family Medium Density (SFMD) consisting of a total of 35.0± acres.

2. Minimum Lot Size/Structure Size and Setbacks:

a. Estate Lots

Minimum Lot Size = 100' (BSL) x 150'
Minimum Net Living Area = 1400 or 1700 sq. feet
*Note - see Preliminary Development Plan for details of which minimum net living area applies where
Maximum building Height = 35 feet

Setbacks
Front = 25 feet
Side = 10 feet
Rear = 25 feet

A secondary front yard setback of 15 ft. shall be maintained for corner lots.

CORRECTIVE RESOLUTION NO. 1994-110
(Tracking No. #11-94-PUD) (Public Hearing Number #5-94-2/Spring Valley)

b. **Single Family Low Density (SFLD)**

Minimum lot size = 70' (BSL) x 110'
Minimum net living area = 1200 square feet
Maximum building height = 35 feet

Setbacks
Front = 25 feet
Side = 5 feet
Rear = 25 feet

A secondary front yard setback of 15 ft. shall be maintained for corner lots.

c. **Single Family Medium Density (SFMD)**

Minimum lot size = 50' (BSL) x 110'
Minimum net living area = 1100 or 1200 sq. ft.
*Note - see Preliminary Development Plan for details of which minimum net living area applies where
Maximum building height = 35 feet

Setbacks
Front = 25 feet
Side = 0 to 10 feet, with a minimum of 10 feet between buildings
Rear = 15 feet

d. **General Conditions to All Lots**

A secondary front yard setback of 15 ft. shall be maintained for corner lots.

All SFLD and SFMD lots on perimeter of project shall be 15' deeper than the minimum set forth above.

B. **Recreation/Open Space/Buffer Requirements**

1. A total of 54.75 acres shall be designated as open space/recreation areas.

2. All SFLD and SFMD lots between any new subdivision and active agricultural lands shall be 50' deeper than the minimum set forth above..

3. Open Space for the project shall consist primarily of:

a. A park site of 13.0 acres.
b. Common open space and buffers of 41.75 acres.

C. **Commercial and Community Development**

1. **Number and Type of Commercial Development**

a. The proposed development shall contain a total of 160,000 square feet of commercial development on 20.0 acres. The established uses shall be compatible with those uses outlined in the C-2 (Community Commercial) zoning district in the Lake County Land Development Regulations.

b. The proposed development shall contain a total of 1.3± acres of Community facilities. The established uses shall be compatible with those uses outlined in the CFD (Community Facilities District) zoning in the Lake County Land Development Regulations.

c. Commercial development in excess of 50,000 square feet may be considered appropriate at such time the internal road proposed by the applicant is functionally classified as a collector, and the project entrance constitutes an intersection of a collector and an arterial.

d. Access to the commercial site shall be through an internal roadway network.

2. **Building Setbacks/Building Height**

a. Side and Rear - a minimum of five (5) feet from the property lines; and

b. Fifty (50) feet from all roads or rights-of-way easements.

Where adjacent to residential development the minimum building setbacks shall be ten (10) feet.

c. **Building Height**

The maximum building height shall be fifty (50') feet.

3. Prohibited Commercial Uses. The following uses are prohibited: Hotel, motel, plant nurseries, roadside farm stand, towers, adult uses, amusements - commercial, recreation - commercial, warehouse, paint and body shop, vehicle sales lots, mobile home sales lots, drive-in theater, and research laboratories.

D. Preliminary Development Plan

1. A three (3) page Preliminary Development Plan prepared by Robert D. Londeree, Landscape Architect, P.O. Box 1077, Windermere, FL 34786, 876-4644, Planning and Design, is hereby incorporated herein. Page 1 has a revised date of May 24, 1994 and pages 2 and 3 have a January 31, 1994 date. This three (3) page Preliminary Development Plan is located in the Office of the County Manager or designee.

II Public Facilities

A. Fire/Rescue

1. Applicant shall adhere to the Lake County Fire Standards.

B. Water/Sewer

1. Water and sewer to the project are to each be provided by a centralized system.

2. Lake County recognizes that a private corporation MAY hold the Florida Public Service Commission franchise to provide central water and the City of Clermont MAY have the legal right to provide central sewer pursuant to Chapter 180, Florida Statutes. Lake County expects that the developer shall be able to reach agreements between the private corporation and City of Clermont.

III Landscaping/Buffering Requirements

CORRECTIVE RESOLUTION NO. 1994-110
(Tracking No. #11-94-PUD) (Public Hearing Number #5-94-2/Spring Valley)

A. **Commercial/Residential Areas:**

1. A landscape buffer between commercial and residential uses and sign controls shall reduce the incompatibility and reduce glare and noise.

2. The buffer between commercial and residential uses shall consist of an opaque wall and/or berm and landscaping which shall minimize visual pollution.

B. **Wetlands**

1. An identification of the location and extent of wetlands on the property to be developed (wetland delineation's shall be determined in the field by agencies exercising jurisdiction).

2. Wetlands, to the extent practicable shall be placed in conservation easements which shall run in favor of, and be enforceable by, a homeowner's association or the County. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state.

3. Wetlands shall not be included as part of any platted lot, other than a lot platted as a common area.

4. Buffers without native vegetation shall be revegetated with those indigenous to the habitat.

C. **Aquifer Recharge**

1. The development is within a very high Aquifer recharge area, use of porous pavement and concrete and turf blocks shall be used when practicable.

2. Storm water facilities shall be located in those areas with the highest rate of percolation.

IV **Transportation Standards:**

1. The applicant shall comply with Lake County Access Management Ordinance per Chapter 9.05 of the Lake County Land Development Regulations.

2. If the internal "spine" road is to be considered a

"Collector", then it shall be designed and built to the County standards for a Minor Road, otherwise it shall be designed and built to feeder/distributer standards. This roadway shall be extended to provide access to the adjacent property to the south. The applicant shall coordinate with the County Manager or designee to determine the proper alignment of this roadway extension.

3. Pursuant to Section 9.04.03 of the Land Development Regulations the applicant shall dedicate additional right-of-way to provide 40 feet from centerline of Anderson Hill Road.

4. The applicant shall provide right and left turn lanes with storage and taper on US 27 at the entrance to the proposed development per FDOT standards. This shall be shown on the preliminary plat.

5. All roads within the development shall be designed both horizontally and vertically to meet the LDR's requirements for their classification. Pavement width is to be based on ADT.

6. All easements not utilized within "Monte Vista Park Farms' Plat Book 2, Page 27, O.R.B. shall be vacated by the applicant prior to final plat.

7. The development shall have a minimum of one ingress/egress points from U.S. 27 for the safe access of the residents. The Anderson Hill Road entrance as presented in the Traffic Analysis should not be included as part of the project. There will be no connection to Anderson Hill Road.

8. At such time that a traffic signal is warranted at the intersection of US-27 and the proposed entrance the development shall pay a pro-rata share of the cost of the signal.

9. The Preliminary Development Plan requires that the internal neighborhood collector road be extended to both the west property line and south property line.

10. Prior to Lake County's approval of a final plat of lands contiguous to the proposed interconnect to the west, as shown on the Preliminary Development Plan, applicant and the property owner to the west shall agree in writing on

the terms and conditions and exact location on where the internal neighborhood collector road shall connect to the property to the west.

11. Prior to Lake County's approval of a final plat of lands contiguous to the proposed interconnect to the south, applicant and the property owner to the south shall agree in writing on the terms and conditions and exact location on where the internal neighborhood collector road shall connect to the property to the south.

12. If the applicant is unable to reach an agreement with either the property owner to the south or west, then Lake County shall determine the terms and conditions and exact location on where the internal neighborhood collector road shall connect to the property to the south and west.

13. All parking areas shall be designed in accordance with Lake County Land Development Regulations for each particular land use, as developed.

V. <u>Parks, Recreation, and Lighting</u>

1. The applicant shall provide for bike and pedestrian traffic throughout the development in accordance with the Lake County Land Development Regulations. Paved shoulders for bicycle paths (2' minimum width) shall be required along both sides of all neighborhood collector roadways and sidewalks shall be required along one side of roadways within the development.

2. The applicant shall provide with the Preliminary Plat submittal a Park Plan indicating locations/boundaries of recreational uses, parking and structural facilities, lighting and etc. This plan shall be subject to review and approval by the Department of Public Services.

3. Lighting - in the recreational area shall not fall upon the neighboring properties.

VI <u>Stormwater</u>

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District requirements.

2. A copy of the SJRWMD permit is required prior to final

approval.

3. The applicant shall indicate the entity responsible for the maintenance of the stormwater management system on the plat or in a document prior to the approval of the final plat of record.

4. Locate and identify the 100 year flood elevation and source of this information on plans. Compensating storage for any fill in this area is required.

5. The applicant is requested by the Federal Emergency Management Agency to submit a Letter of Map Revision or Amendment to the Federal Emergency Management Agency, if the flood hazard boundary is altered and/or a new 100 year flood elevation is established in reference to the Lake County Flood Insurance Rate Map.

6. A copy of the pre and post basin maps shall be included with all stormwater calculations submitted.

7. The 100 year flood elevation shall be calculated from a base elevation equal to the normal water level (NWL) of the existing pond. This NWL elevation shall be determined by historical data, soil type and/or existing vegetation. The existing water level of the pond does not necessarily indicate the NWL.

VII Submittal Requirement

At the time of submittal, any requested development order must comply with all policies of the Comprehensive Plan, as amended, and the Lake County Land Development Regulations, as amended.

VIII Creation of a Municipal Services Benefit Unit (MSBU)

At the time of final platting, the applicant, at the County's direction, will provide for a Municipal Service Benefit Unit (MSBU) or other entity as may be approved by the County as provided under the Florida Statutes.

2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the

purposes named in this Resolution. Any other proposed use must be specifically authorized by the Planning and Zoning Commission and the Board of County Commissioners.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner within the boundaries of the above described land without first submitting the necessary plans in accordance with Chapter XIV, of the Lake County Land Development Regulations (LDRs) and obtaining approval from the County Manager or designee upon obtaining the permits required from other appropriate governmental agencies.

C. This amendment 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 present owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.

E. The transfer of ownership or lease of any or all of the property described in this Resolution shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the PUD (Planned Unit Development) established by this Resolution, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in Chapter 14.04.00, Lake County Land Development Regulations (LDRs), as amended.

F. **Future Development Orders**: Any requested development must comply with the Lake County Land Development Regulations, as amended, and Lake County Comprehensive Plan, as amended.

G. **Future Amendments to Statutes, Code, Plan, and/or Regulations**: The specific references in this Resolution to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land

CORRECTIVE RESOLUTION NO. 1994-110
(Tracking No. #11-94-PUD) (Public Hearing Number #5-94-2/Spring Valley)

Development Regulations, include any future amendments to the Statutes, Code, Plan, and/or Regulations.

DONE AND RESOLVED by the Lake County Board of County Commissioners on the 24th of May, 1994, A.D.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Rhonda H. Gerber
RHONDA H. GERBER, Chairman

This 21st **day of** June, 1995.

ATTEST:

James Watkins
James C. Watkins, Clerk of the Board of County Commissioners of Lake County, Florida

Approved as to form and legality:

6-20-95
Timothy P. Hoban
Senior Assistant County Attorney

ldrresos\springva

DESCRIPTION:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S.00°08'32"E. ALONG THE EAST BOUNDARY OF THE SAID NORTHWEST 1/4, A DISTANCE OF 2651.11 FEET TO THE SOUTH BOUNDARY OF THE SAID NORTHWEST 1/4; THENCE N.89°51'59"W. ALONG THE SAID SOUTH BOUNDARY, 2674.38 FEET TO THE WEST BOUNDARY OF THE SAID NORTHWEST 1/4; THENCE N.00°23'08"E. ALONG THE SAID WEST BOUNDARY, 1982.42 FEET TO THE SOUTH BOUNDARY OF TRACT 8, ACCORDING TO THE MONTE VISTA PARK FARM PLAT OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S.89°59'38"E. ALONG SOUTH BOUNDARY OF SAID TRACT 8, A DISTANCE OF 664.02 FEET TO THE EAST BOUNDARY OF SAID TRACT 8; THENCE N.00°15'12"E. ALONG THE SAID EAST BOUNDARY, 661.27 FEET TO THE NORTH BOUNDARY OF AFORESAID SECTION 5; THENCE N.89°57'39"E. ALONG THE SAID NORTH BOUNDARY, 662.50 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE N.00°11'45"W. ALONG THE SAID WEST BOUNDARY 2493.22 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ANDERSON HILL ROAD; THENCE S.89°48'05"E. ALONG THE SAID RIGHT-OF-WAY LINE, 660.79 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.00°14'08"W., 20.00 FEET; THENCE CONTINUE ALONG THE SAID RIGHT-OF-WAY LINE, S.89°48'05"E., 111.44 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD NO.25); THENCE S.25°21'21"E. ALONG TE SAID WESTERLY RIGHT-OF-WAY LINE, 2079.72 FEET TO THE NORTH BOUNDARY OF TRACT 61, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N.89°55'38"W. ALONG THE SAID NORTH BOUNDARY, 332.27 FEET TO THE THE WEST BOUNDARY OF SAID TRACT 61; THENCE S.00°16'31"E. ALONG THE SAID WEST BOUNDARY, 630.69 FEET TO THE POINT OF BEGINNING, CONTAINING 222.95 ACRES, MORE OR LESS.

SPRING VALLEY

OUNDARY AND LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
201 East Pine Street, Suite 1200
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

Book 1763 Page 1647

Doc# 99087615
Book: 1763
Pages: 1647 - 1659
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10/28/99 10:17:29 AM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING $ 53.00
TRUST FUND $ 7.00

For Recording Purposes Only

UTILITY SERVICE AGREEMENT

THIS AGREEMENT entered into this 1 day of ~~September~~ October, 1999, by and between the CITY OF CLERMONT, FLORIDA, a municipal subdivision of the State of Florida (hereinafter referred to as the "City"), and SPRING VALLEY, LTD., a Florida limited partnership (hereinafter referred to as the "Owner").

RECITALS

1. The City is in the business of providing wastewater service to residential and commercial users in the City of Clermont and its surrounding areas.

2. The Owner is the owner of certain real property in Lake County, Florida, known as the Spring Valley Planned Unit Development, more particularly described in Exhibit "A" attached hereto (the "Spring Valley Property").

3. The Owner is in the process of obtaining the final approvals for the Spring Valley Property which consists of plans for approximately four hundred eighty-three (483) residential lots and approximately one hundred sixty thousand (160,000) square feet of commercial development, or as it may hereafter be amended (hereafter "PUD").

4. The Owner has requested the City provide wastewater service to the PUD planned on the Spring Valley Property per the amended plans submitted to Lake County as of the date of this Agreement.

5. In the original approvals of the Spring Valley Property by Lake County, the submitting entity originally intended to design, permit and construct an on-site temporary wastewater treatment facility on a portion of the Spring Valley Property.

6. Since the time of this original submission to Lake County, the Owner and the City have agreed that the Owner will be able to obtain Wastewater Service Capacity from a central wastewater facility and associated off-site facilities (the "City's Plant") which has been completed and is located to the southeast of the Spring Valley Property across Highway 27.

7. In order to receive Wastewater Service Capacity from the City, the Owner has agreed that it will contractually cause the developer of the Spring Valley Property to extend the necessary pipeline facilities to serve the Spring Valley Property to the manhole located east of Highway 27, which will then be connected to the lift station (the "Lost Lake Lift Station") to be constructed by Jaymark Builders & Developers, Inc. on the Jaymark property located across Highway 27 to the east of the Spring Valley Property. The Owner has agreed to pay its fair hydraulic share of the Lost Lake Lift Station relative to the ultimate capacity of the Lost Lake Lift Station as further defined below. In return for this, the City has agreed to maintain adequate capacity in the Lost Lake Lift Station to handle the sewage generated from the PUD on the Spring Valley Property as set forth below.

8. Under certain conditions, the City may cause one of the two (2) lift stations (the "Southwest Lift Station" as defined in Section 3 below) located within the PUD to be oversized as defined below at City expense.

9. The City has agreed to provide Wastewater Service Capacity under the terms and conditions contained in this Agreement.

10. The City and Owner hereby covenant and agree that they have the power and authority to enter into this Agreement and bind themselves according to the provisions of this Agreement.

11. The City and Owner agree that this Agreement is entered into under the City's proprietary, and not governmental, capacity.

ACCORDINGLY, in consideration of the promises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above Recitals are true and correct, and form a material part of this Agreement.

Section 2. Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Agreement" means this Utility Service Agreement between the City of Clermont and Spring Valley, Ltd.

2.2 "City" means the City of Clermont, Florida, a municipal subdivision of the State.

2.3 "City's Plant" means the wastewater transmission, treatment and effluent disposal facilities, including all interceptors, lines, pipes, meters, couplings, pumps, force mains and appurtenant equipment to be constructed off the Spring Valley Property by the City, or by others and dedicated to the City, to provide Wastewater Service Capacity to the PUD on the Spring Valley Property.

2.4 "Collection System" means the lines, pipes, meters and appurtenant equipment used to collect and transmit wastewater to the City's Plant to be designed and constructed in phases by the Owner on the Spring Valley Property.

2.5 "County" means Lake County, Florida, a political subdivision of the State.

2.6 "GPD" means gallons per day on an annual average basis.

2.7 "Owner" means Spring Valley, Ltd., a Florida limited partnership.

2.8 "Spring Valley Property" means the Spring Valley Planned Unit Development as described in Exhibit "A" attached hereto.

2.9 "Utility Benefit Fees" means those impact fees established by the City and charged to new construction that is provided with wastewater services as set forth in Chapter 2, Article VI, Division 2, City Code, or as amended from time to time.

2.10 "Wastewater Service Capacity" means the rate of Sewage flow measured in GPD for which wastewater Facilities are designed and are capable of collecting, transmitting, treating and disposing, in accordance with applicable governmental requirements and regulations.

Section 3. Construction of On-Site Wastewater System. The Owner shall design, construct and install an on-site wastewater Collection System and Off-Site Force Main (the "Collection System") to service the PUD to be developed on the Spring Valley Property as generally depicted on Exhibit "B" attached hereto and incorporated herein. The portion of the Collection System located within the Spring Valley Property shall be constructed in phases by the Owner at no cost to the City (except as provided below), and designed to the City's current engineering design standards approved by the City, with such approval not being unreasonably withheld or unreasonably delayed. The Collection System shall include all wastewater mains, meters and other equipment necessary to provide central Wastewater Service Capacity to all future residents of the Spring Valley Property and shall

meet all applicable local, state and federal regulations for a wastewater collection system. The Collection System will include two (2) lift stations, one of which may be oversized at the City's option and expense (the "Southwest Lift Station"). The Owner shall control, in its sole discretion, the construction of its two (2) on-site lift stations but shall reasonably cooperate with the City in the exercising of its over-sizing rights as set forth in this Agreement. The Owner shall provide written notice to the City of its intended commencement of construction of either the Northeast Lift Station or the Southwest Lift Station. The City shall then have sixty (60) days from the date of receipt of said notice to send written notice to Owner exercising its option to oversize the Southwest Lift Station, specifying the total oversized hydraulic volume of the Southwest Lift Station. In its written notice to exercise the option, the City shall specify the size, configuration, and all other necessary details to enable the Owner to construct the oversized Southwest Lift Station with no delay to the development of the PUD. The City will only be oversizing if Bosserman and/or Bornstein, its successors or assigns as the owners of their respective properties proximate to the Spring Valley Property notify the City of their desire to connect and pay their respective fair hydraulic shares of the oversized Southwest Lift Station. If neither Bosserman nor Bornstein notify the City such that the City exercises the option, then City agrees and consents to Owner filing an amendment to its FDEP application to downsize the Southwest Lift Station. If the City exercises its option to oversize the Southwest Lift Station then the Owner shall be required to pay only its fair hydraulic share based upon the ratio of the sewage flows it contributes (which the parties agree is 99,000 gallons per day, average annual basis) to the oversized Southwest Lift Station. All other costs to be paid by the City. At the same time it sends the notice of intended commencement, the Owner shall provide to the City a certified cost estimate for the oversized Southwest Lift Station along with all appurtenances and lines and the hydraulic share schedule and cost breakdown from a reputable Central Florida contractor not related to the Owner. Within ten (10) days of FDEP certification of the Southwest Lift Station and receipt of all certificates and upon inspection and acceptance of the Southwest Lift Station, appurtenances, and piping by the City (which shall not be unreasonably withheld), the City shall pay to the Owner the total amount due for oversizing. Should the City fail to timely accomplish any of the events set forth herein as to notice regarding oversizing the Southwest Life Station, then the City's right to have the Southwest Lift Station oversized shall automatically terminate. Once the City has given notice that it wishes to have the Southwest Lift Station oversized, then the City shall be contractually obligated for all reasonable and ordinary costs expended by Owner related to the oversizing by Owner. Nothwithstanding anything to the contrary set forth herein, the City shall accept the Collection System (including the two lift stations) as phases thereof are completed by the Owner. Furthermore, the City agrees to reserve adequate hydraulic capacity in the Northeast Lift Station for all flows generated by the Spring Valley PUD that go to the Northeast Lift Station and such hydraulic capacity shall be made available when needed by the Owner. The City shall be provided warranty deeds for the lift station sites and bills of sale for equipment and lines to be transferred to the City. The City shall use its reasonable best efforts to assist the Owner in obtaining any applicable governmental approvals required by virtue of this Agreement.

Section 4. Provision of City's Plant. The City has previously constructed or shall construct all necessary wastewater treatment and effluent disposal facilities necessary to provide Wastewater Service Capacity under this Agreement.

4.1 Off-Site Force Main. To extend Wastewater Service Capacity completely, the Owner will cause to be designed, permitted, and constructed an Off-Site Force Main traversing U.S. Highway 27 from its proposed Collection Facilities to a point of connection into a manhole which is connected to the Lost Lake Lift Station of sufficient size to serve the PUD. The City agrees to timely obtain at its expense via purchase, grant or condemnation easements and other interests in real property necessary to permit Owner to construct the said Off-Site Force Main to the point of connection as depicted on Exhibit "B" hereof such that there is no delay in the development of the PUD, except that the Owner shall be required to obtain all necessary permits, easements or other necessary approvals for crossing Highway 27. If the City desires said line to be oversized, then it shall exercise and pay for its option to oversize this Off-Site Force Main in the same manner at the same time, and subject to the same requirements applicable to its option to oversize the Southwest Lift Station. Furthermore, the City shall have an additional option exercisable in the same manner at the same time to oversize that portion of the Off-Site Force Main which will traverse U.S. Highway 27 to the manhole east of U.S. Highway 27 from 6" diameter to 8" diameter and the Owner shall be entitled to credits against Utility Benefit Fees (wastewater impact fees) in the amount of the material costs difference between the six-inch (6") diameter and eight-inch (8") diameter material, plus any additional material costs incurred by virtue of the Owner having to increase the diameter of its Collection Facilities that connect into the off-site Force Main. At the time the Owner receives a bid for materials, the Owner shall provide the City with a certified quote of the price from a reputable Central Florida contractor not related to the Owner. The City hereby consents to Owner's use of its right-of-way, easements, and other interests in real property to construct said Off-Site Force Main, and the Owner agrees to convey the said Off-Site Force Main to the City upon completion, subject to the City's reservation in favor of Owner of adequate hydraulic capacity to accommodate all sewage flow from the PUD. Notwithstanding anything to the contrary, the City may exercise its option to oversize the Off-Site Force Main under this Subsection 4.1, whether or not the City receives notice from the owners of the Bosserman or Bornstein properties pursuant to Section 3.

4.2 Lost Lake Lift Station. The City covenants and agrees that it shall acquire or otherwise condemn an adequate interest in real property to construct the Lost Lake Lift Station as depicted on Exhibit "B" hereof. The City shall then, at its initial expense design, permit, and construct (or cause others to design, permit, and construct) the Lost Lake Lift Station with a hydraulic capacity of sufficient capacity to accept Spring Valley's flows as described in this Agreement. Within ninety (90) days after the date of execution of this Agreement, the Owner shall pay to the City up to a maximum the sum of $183,815.00 as its fair hydraulic share of the Lost Lake Lift Station. If the Lost Lake Lift Station total costs are less than $1,549,483.00, then Owner will pay a lesser amount, based upon the Owner's fair hydraulic share. The Owner shall not be required under any

circumstances to pay any additional funds for the Lost Lake Lift Station. The City hereby reserves 160,900 GPD of hydraulic capacity in the Lost Lake Lift Station for the benefit of the Owner to accommodate the sewage flows from the PUD.

Section 5. Provision of Wastewater Service Capacity. Upon completion of construction of any portion of the Collection System and off-site force main and delivery of the appropriate transfer document, the City shall accept said facilities. Upon acceptance of the first phase of Collection System including the Off-Site Force Main to the Lost Lake Lift Station, the City shall provide Wastewater Service Capacity to the PUD through the Collection System. The residents shall be customers of the City. The City shall have the sole responsibility for all aspects of providing Wastewater Service Capacity to the customers. The entire Collection System shall at all times be maintained, operated, repaired replaced and kept in a reasonable condition by the City in a manner which complies with all applicable rules and regulations of all local, state and federal governmental entities. The Owner agrees to execute and deliver to the City any documents or instruments necessary for that purpose.

Section 6. Allocation of Wastewater Service Capacity; Payment of Utility Benefit Fees. In consideration of the Owner's financial commitments outlined herein, the City hereby allocates and reserves for the Owner, Wastewater Service Capacity in volume necessary under the City's Code to provide Wastewater Service Capacity to the 483 Lots and 160,000 square feet of commercial development, which equals one hundred sixty thousand nine hundred (160,900) GPD. The Owner shall pay the City Utility Benefit Fees (a.k.a. wastewater impact fees) at the same amount as is charged to owners and customers within the City for the Wastewater Service Capacity that the City will provide to each lot and commercial parcel to be developed as a part of the PUD on the Spring Valley Property in the manner set forth hereinbelow. The Utility Benefit Fee shall be the same fee which the City charges to others within the City limits pursuant to Chapter 2, Article VI, Division 2, City of Clermont Code. Within ninety (90) days from the date of execution of this Agreement, the Owner shall pay to the City Utility Benefit Fees for the first fifty (50) equivalent residential connections ("ERCs") of wastewater service. In the event that the Spring Valley Property is annexed into the City of Clermont, the date for the above obligation to purchase fifty (50) ERCs shall be the first business day after the Spring Valley Property has been annexed into the City of Clermont and all approvals for the development of the Spring Valley Property have been obtained, both not being subject to recission or appeal. Within eighteen (18) months after such initial payment has been made to the City, the Owner shall pay the Utility Benefit Fees for an additional fifty (50) ERCs of wastewater service. Additional purchases of fifty (50) ERCs of wastewater service shall be made on or before the anniversary date of the second purchase of ERCs until all needed wastewater service capacity has been purchased. The City acknowledges that the plans may be modified due to pending road plans by various entities and the economic conditions as they may change from time to time, and that this may modify that needed wastewater service capacity. Nothing contained herein shall prohibit the Owner from purchasing more than fifty (50) ERCs of Wastewater Service Capacity in any given calendar year, but any ERCs purchased in excess of the fifty (50) ERC annual mandatory purchase shall be subtracted to reduce the next year's mandatory purchase.

Section 7. No Guaranteed Revenue or Stand-By Charge or Fee. In consideration of the line to the Lift Station, the contribution for a portion of the cost of the Lift Station and the cooperation in sizing the lift station(s) to be located on the Spring Valley Property to accommodate other potential users of the City's system, the City agrees that the Owner shall not be charged or required to pay any guaranteed revenue or stand-by charges or fees.

Section 8. Agreement with Utilities, Inc. In the event that Utilities, Inc. provides potable water to the Spring Valley Property, the Owner agrees to cooperate with the City in attempting to obtain an agreement with the City and Utilities, Inc., to provide for termination of water service to individual customers within the Spring Valley Property for failure to pay monthly sewer bills of the City.

Section 9. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City, the Owner and their respective assigns and corporate successors by merger, consolidation or conveyance.

Section 10. Notice. All notices provided for herein shall be in writing or by telegram, and shall be mailed by registered or certified mail or delivered to the addresses shown below, which addresses may be changed by either party giving proper written notice to the other as provided herein.

Owner: SPV Corporation , General Partner
Spring Valley, Ltd.
2909 W . State Road 434, Suite 121 - 131
Longwood, Florida 32779
Attn: Barry S. Goodman

copy to: Thomas A . Cloud , Esquire
Gray, Harris & Robinson, P.A.
201 E. Pine Street, Suite 1200
Orlando, Florida 32802

copy to: Harold Scherr
2909 W. State Road 434 Suite 121-131
Longwood, Florida 32779

City: City of Clermont, Florida
Post Office Box 120219
Clermont, Florida 34712-0219
Attn: Wayne Saunders, City Manager

Section 11. Governing Law/Effective Date. This Agreement shall be governed by the laws of the State of Florida, and it shall be and become effective immediately upon execution by both parties.

Section 12. Construction of Agreement. The parties hereby acknowledge that both parties participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

Section 13. Recordation of Agreement. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded at the expense of the owner and the City (said expense to be shared equally by the parties) in the Public Records of Lake County, Florida.

Section 14. Entire Agreement/Modification. This instrument constitutes the entire agreement between the parties and supersedes any previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein shall be made by the parties in writing.

Section 15. Assignment. This Agreement is freely assignable by either party.

Section 16. Cumulative Remedies; Specific Performance. Remedies provided to the parties by this Agreement, at law, and in equity are cumulative. No remedy shall be exclusive of any other remedies. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies. Without limiting the foregoing, the parties expressly acknowledge the remedy of specific performance is an appropriate remedy under this Agreement, and may be exercised in the event of a party's default.

Section 17. Covenant on the Land. This Agreement will constitute beneficial and negative covenants running with the land in perpetuity for the Spring Valley Property, and will bind and inure to the benefit of the successors-in-interest of the Owner.

Section 18. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.



IN WITNESS WHEREOF, the City and the Owner have executed, or have caused this Agreement to be executed, in several counterparts, each of which counterpart shall be considered an original copy of this Agreement.

Signed, Sealed and Delivered
in the presence of:

"CITY"

CITY OF CLERMONT, FLORIDA

Print JOE VAN ZILE

Print PATRICIA L. MADDOX

By:
Name: HAROLD S. TURVILLE, JR.
Title: MAYOR

"OWNER"

SPRING VALLEY, LTD., a Florida limited partnership

BY: SPV Corporation, a Florida corporation, general partner

Print Cris Novotny

Print Lisa Knowles

By:
Name: Barney S. Goodman
Title: President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 1st day of October, 1999 by Harold S. Turville, as Mayor of the CITY OF CLERMONT, FLORIDA, a municipal subdivision of the State of Florida. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

(SEAL)

Patricia L. Maddox
Print _____
My commission expires:

PATRICIA L. MADDOX
MY COMMISSION # CC 776048
EXPIRES: September 17, 2002
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9th day of Sept., 1999 by Barry S. Goodman, as President of SPV Corporation, a Florida corporation, general partner of Spring Valley, Ltd., a Florida limited partnership. He is personally known to me and did not take an oath.

(SEAL)

JOANNE HUGHEY
Notary Public, State of Florida
My comm. exp. Feb. 15, 2003
Comm. No. CC803380

Joanne Hughey
Print Joanne Hughey
My commission expires:

LEGAL DESCRIPTION

PARCEL ONE
THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
FORMERLY DESCRIBED AS:
HAVENMONT SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID PLAT VACATED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA IN OFFICIAL RECORD BOOK 1278, PAGE 1600, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT ROAD RIGHT OF WAY FOR WASHINGTON AVENUE AS SHOWN IN PLAT BOOK 8, PAGE 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL TWO
THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WEST OF U.S. HIGHWAY 27: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ALL BEING IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LESS AND EXCEPT THAT PORTION OF UNNAMED ROAD LYING NORTH OF TRACT 37.

FORMERLY DESCRIBED AS:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WEST OF U.S HIGHWAY 27: TRACTS 37, 44, 52, 53, 54, 59 AND 60, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, TOGETHER WITH VACATED ROAD RIGHT OF WAY APPURTENANT THERETO. SAID PLAT AND ROAD RIGHT OF WAY VACATED BY RESOLUTYON OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA IN OFFICIAL RECORD BOOK 1278, PAGE 1600, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE
THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE SOUTH 1/4 OF THE NORTHWEST 1/4, ALL BEING IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FORMERLY DESCRIBED AS:

TRACT 8, WEST 1/2 OF TRACT 10, EAST 1/2 OF TRACT 21, WEST 1/2 OF TRACT 23, TRACTS 24, 25, 26, 27, AND 28, ACCORDING TO THE MONTE VISTA PARK FARMS PLAT OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
SAID LANDS VACATED AS TO PUBLIC RIGHTS ONLY BY RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA IN OFFICIAL RECORD BOOK 1278, PAGE 1600, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL FOUR
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL BEING IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FORMERLY DESCRIBED AS:

TRACT 7, THE EAST 1/2 OF TRACT 10, WEST 1/2 OF TRACT 21, TRACT 22, EAST 1/2 OF TRACT 23, ACCORDING TO THE MONTE VISTA PARK FARMS PLAT OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID LANDS VACATED AS TO PUBLIC RIGHTS ONLY BY RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA IN OFFICIAL RECORD BOOK 1278, PAGE 1600, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL FIVE
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

COMBINED ABOVE PARCELS CONTAIN 223.0± ACRES OR 9,713,880± SQUARE FEET.

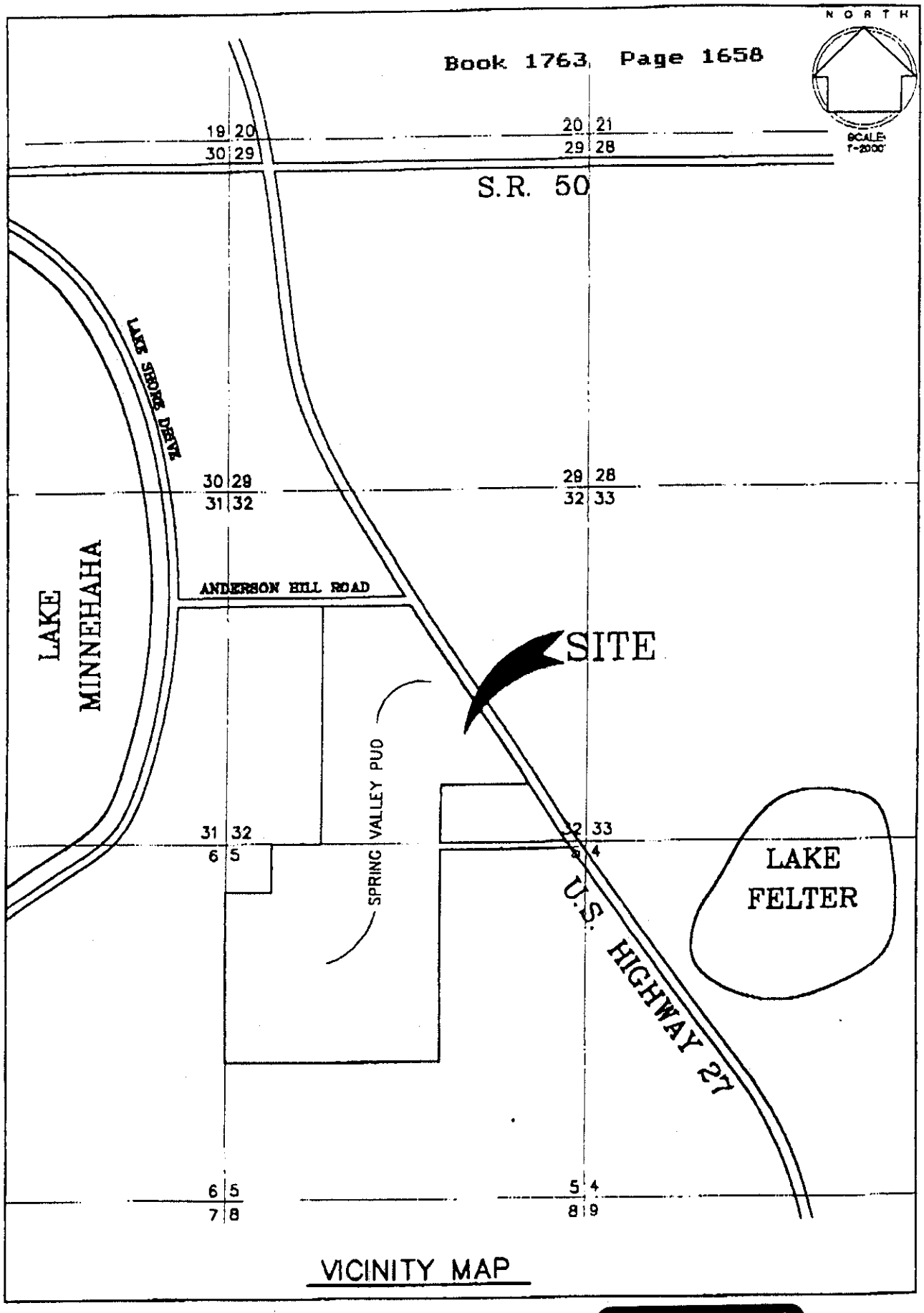
PARCEL SIX
THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WEST OF U.S. HIGHWAY NO. 27, LAKE COUNTY, FLORIDA.

CONTAINING THEREIN 1.436 ACRES MORE OR LESS.

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EXHIBIT "A" Pg. 1 of 2

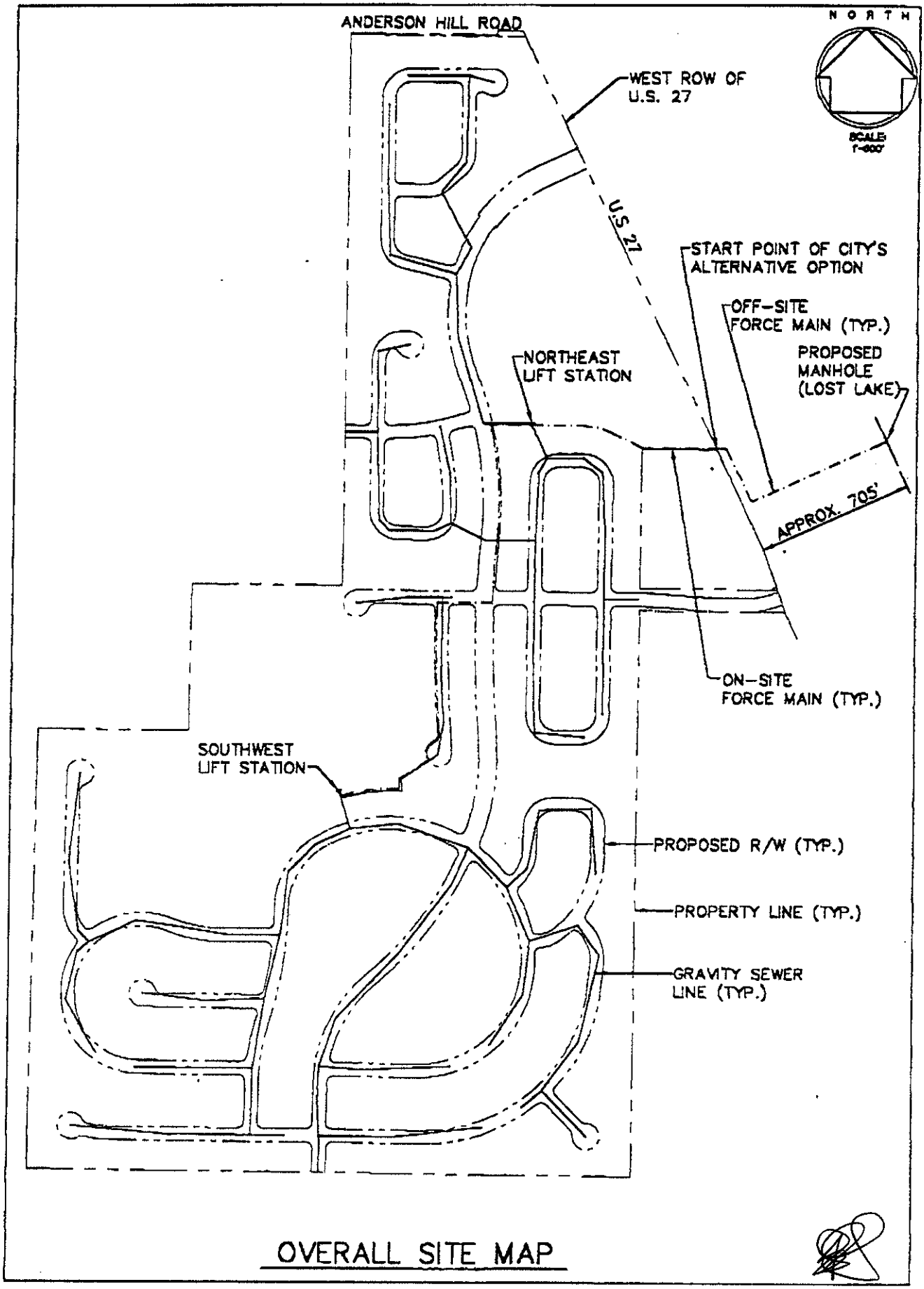
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VICINITY MAP

EXHIBIT "A" Pg. 2 of 2

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OVERALL SITE MAP

CITY OF CLERMONT
Staff Analysis Report

OWNER: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.

APPLICANT: Kohl's Inc. formerly known as Kohl's Department Stores, Inc.
City of Clermont

PROJECT NAME: Kohl's Department Store

REQUESTED ACTION: Consider a request for Rezoning of an improved parcel located 12305 US Highway 27.

SIZE OF PARCEL: 15.9 +/- Acres

LOCATION: Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)

EXISTING ZONING: Planned Unit Development (PUD) within Lake County

FUTURE LAND USE: Urban Low within Lake County

EXISTING USE: Retail Department Store

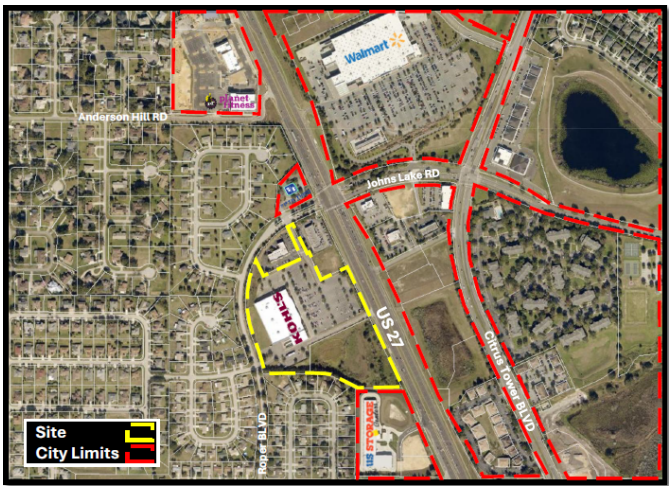
Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low within Lake County	PUD within Lake County	Commercial	
South	Urban Low within Lake County	PUD within Lake County	Residential	
East	Master Planned Development	PUD	Commercial	
West	Urban Low within Lake County	PUD within Lake County	Residential	

STAFF ANALYSIS:

The applicant is requesting a voluntary annexation, a small-scale comprehensive plan amendment, and a rezoning of the subject parcel for the purpose of providing the existing commercial uses with enhanced City services. The property is approximately 15.9 acres and is located at 12305 US Highway 27. The subject property is located within the Interlocal Service Boundary Agreement (ISBA) area as well as the Joint Planning Area (JPA).

Through coordination with the City's Development Liaison, Zane Ertel, the City identified the site as a candidate for annexation, which was determined to be mutually beneficial for both the property owner and the City.





The proposed rezoning would change the designation from Lake County's Planned Unit Development (PUD) to the City's C-2 General Commercial zoning district. The property is currently developed with a commercial retail department store.

The property was originally developed under Lake County's PUD, Resolution No. 1994-110 (Spring Valley), which entitled the area for 546 single-family residential units and 20 acres for up to 160,000 square feet of commercial development. The property owner, Spring Valley, LTD, entered into a utility service agreement with the City on October 1, 1999, to receive wastewater services.

As the PUD area has reached full development and no remaining entitlements or land-use conditions apply to the Kohl's parcel, the City's C-2 General Commercial designation is the most appropriate zoning district. C-2 General Commercial is consistent with the existing use, aligns with the City's commercial standards along the US 27 corridor, and removes the need to rely on an outdated PUD document. Rezoning to C-2 General Commercial zoning will ensure consistent development regulations, signage standards, and administrative procedures for this established commercial parcel.

STAFF RECOMMENDATION:

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. The requested C-2 General Commercial designation is consistent with the City's Comprehensive Plan, Land Development Regulations and staff recommends approval of Ordinance 2026-017.

CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
  - Applicant's signature (if different from owner of record)
  - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.

- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)

- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.

- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
  a. Name, address and phone number of the applicant.
  b. North arrow, date and scale.
  c. Property lines, existing structures, proposed structures and contiguous streets.
  d. A short description of the proposed structural usage.
  e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).

- Fee: $542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary

CITY OF CLERMONT

REZONING APPLICATION

DATE	FEE: $542.00 + cost of advertisement + cost of traffic review, if necessary		
Project Name (if applicable) Kohl's Department Store			
Applicant Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)			
Contact Person Adam Stehly			
Address N56 W17000 Ridgewood Drive	**City** Menomonee Falls	**State** WI	**Zip** 53051
Telephone 262.271.0696	**Fax**		
Email adam.stehly@kohls.com			

OWNER INFORMATION

Owner's Name Kohl's, Inc. Formerly known as Kohl's Department Stores, Inc. (changed 2/18/2020)			
Owner Address N56 W17000 Ridgewood Drive	**City** Menomonee Falls	**State** WI	**Zip** 53051
Telephone	**Email**		

PROPERTY INFORMATION

Address of Subject Property	**City**	**State**	**Zip**
12305 US Highway 27	Clermont	FL	34711
Legal Description (include copy of survey) See attached			
Acreage 15.9	**Land Use (City verification required)** Urban Low (Lake County)		
Present Zoning (City verification required) PUD (Lake County)	**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?

Existing 88,632 sq ft retail department store. Seeking rezoning for City services.

Check box to indicate additional materials are provided via attachment. ☒

Mark Griepentrog, EVP, CPO of Kohl's, Inc

Applicant Name (print)

x _____

Applicant Name (*signature*)

Mark Griepentrog, EVP, CPO of Kohl's, Inc

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

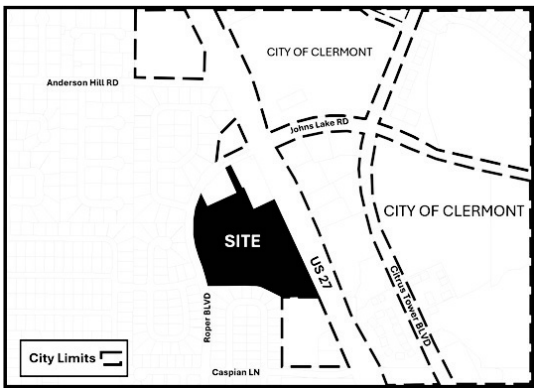
On Tuesday, April 28th, 2026 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2026-017

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

Kohl's Department Store
12305 US Highway 27
(Alternate Key 3801512 & 3565819)
15.9 +/- Acres



PROPERTY REZONING

From: Lake County Planned Unit Development (PUD)
To: City of Clermont General Commercial (C-2)

LEGAL DESCRIPTION

PARCEL 1: 3801512
FROM SE COR OF SW 1/4 RUN N 0-14-09 E 630.69 FT, S 89-24-58 E 331.50 FT TO SW'LY R/W LINE OF US HWY 27, N 24-47-41 W ALONG SAID SW'LY R/W LINE 549.15 FT FOR POB, RUN S 65-12-19 W 465.75 FT, S 0-0-0 W 202.87 FT, N 89-31-40 W 334.98 FT TO A POINT OF A NON-TANGENT CURVE CONCAVE SW'LY, HAVING A RADIUS OF 1640 FT, A CHORD BEARING OF N 17-02-34 W, A CHORD DIST OF 261.64 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09-09-02 A DIST OF 261.92 FT TOA POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NE'LY, HAVING A RADIUS OF 710 FT, A CHORD BEARING OF N 02-49-08 W, A CHORD DIST OF 457.60 FT, RUN THENCE NW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37-35-54 A DIST OF 465.91 FT TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 610 FT, A CHORD BEARING OF N 21-05-55 E, A CHORD DIST OF 108.84 FT, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-14-12 A DIST OF 108.99 FT, S 24-47-41 E 124.65 FT, N 65-12-19 E 299.08 FT, N 24-47-41 W 244.50 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SE'LY HAVING A RADIUS OF 600 FT, A CHORD BEARING OF N 59-29-21 E, A CHORD DIST OF 50.25 FT, RUN THENCE NE'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04-48-0 A DIST OF 50.27 FT, THENCE S 24-47-41 E 237.05 FT, N 65-12-19 E 20 FT, S 24-47-41 E 210.13 FT, N 65-12-19 E 200 FT TO A POINT OF SAID SW'LY R/W LINE, THENCE S 24-47-41 E ALONG SAID R/W LINE 395.85 FT TO POB ORB 2665 PG 1318
PARCEL 2: 3565819
FROM SE COR OF SW 1/4 RUN N 00DEG 14MIN 09SEC E 630.69 FT FOR POB, RUN N 63DEG 57MIN 11SEC W 161.74 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SW'LY HAVING A RADIUS OF 250 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE 111.59 FT THRU A CENTRAL ANGLE OF 25DEG 34MIN 28SEC TO THE POINT OF TANGENCY, THENCE RUN N 89DEG 31MIN 37SEC WJ68.61 FT, N 00DEG 00MIN 00SEC E 202.87 FT, N 65DEG 12MIN 19SEC E 465.75 FT TO W'LY R/W LINE OF US HWY 27, S 24DEG 47MIN 41SEC E ALONG SAID W'LY R/W LINE 549.15 FT, N 89DEG 24MIN 58SEC W 331 50 FT TO POB ORB 2665 PG 1318

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

Meeting Date
Tuesday, April 14, 2026
Agenda Item Name
Ordinance No. 2026-018 *Intro* Sanitation Impact Fees
Requested Action
Request approval of the introduction and first reading of Ordinance 2026-018 to establish a Sanitation enterprise fund impact fee for new development.
Staff Report

The Public Services Department requests approval of the establishment of a Sanitation Impact Fee to help mitigate the capital costs of operating sanitation services. Establishment of an impact fee for sanitation is allowable under Florida Statutes.

In 2025, Public Services engaged the consultant team of Wright-Pierce and Innovative Technical Solutions, LLC (ITS) to evaluate the opportunity of establishing an impact fee for the Sanitation Fund. The consultant prepared a technical report entitled *City of Clermont Solid Waste Program Impact Fee Study*, dated September 2025, which will be adopted by reference in the proposed Ordinance. The technical report presented an impact analysis of the development and growth of the City's solid waste program. The proposed Ordinance establishes an impact fee intended to ensure that new development (or annexation into the City's service area) bears a proportionate share of the cost of capital expenditures necessary to provide solid waste collection, transfer and disposal within the city limits of Clermont.

The proposed ordinance amends Chapter 30 of the City Code, which establishes a Solid Waste Impact Fee section, provides for fee imposition, adopts the technical report as a basis for the impact fee, includes definitions, how the impact fees are administered, alternative study options, et cetera. In addition, the proposed Ordinance imposes upon all impact-generating land development activity in the City resulting in the issuance of a Certificate of Occupancy, a solid waste impact fee due prior to the City's placement of solid waste receptacles for the collection, transfer and disposal of solid waste. The proposed impact fee would help pay for any new expansion of sanitation services by providing funds for trucks, carts, facilities and any professional services to plan or construct any expansions.

The Ordinance proposes the impact fees to be paid prior to the issuance of a certificate of occupancy on the following establishments:

- Residential establishments (single-family, duplex, multifamily, trailer and mobile home residences and properly licensed home occupations) utilizing solid waste containers provided by the city for curbside pickup.
- Commercial establishments (churches, motels, hotels, manufacturers, retail and wholesale establishments) where garbage and trash may accumulate and which are not described herein as residential.

Based on the findings of the consultant's Technical Report, the impact fee for each residential bin customer is proposed to be $795.47 and the impact fee for each commercial bin customer is proposed to be $721.00. These proposed fees will be adopted via an accompanying resolution to be voted on at the April 28, 2026, Council meeting.

Additional Analysis
Fiscal Impact Summary

The proposed impact fee would be $795.00 for a residential unit and $723.00 for a commercial unit that uses City collection services. The annual amount collected will be dependent on the rate of future development..

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord. 2026-018 Solid Waste Impact Fee (03.23.2026)	Ord. 2026-018 Solid Waste Impact Fee (03.23.2026).pdf
2. Legal Ad	Legal Ad.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA AMENDING CHAPTER 30, SOLID WASTE, OF THE CITY OF CLERMONT CITY CODE, CREATING A NEW ARTICLE III, SOLID WASTE IMPACT FEE; SECTION 30-33, FEE IMPOSITION; SECTION 30-34, ADOPTION OF TECHNICAL REPORT AS BASIS OF IMPACT FEES; SECTION 30-35, DEFINITIONS; SECTION 30-36, DETERMINATION OF FEE; SECTION 30-37, COLLECTION OF SOLID WASTE IMPACT; SECTION 30-38, SOLID WASTE IMPACT FEE SCHEDULE; SECTION 30-39, USE OF FUNDS COLLECTED; SECTION 30-40, EXEMPTIONS; SECTION 30-41, INTERPRETATION OF ARTICLE AND FEE SCHEDULE; SECTION 30-42, EFFECT ON OTHER REGULATIONS AND REQUIREMENTS; SECTION 30-43, ALTERNATIVE CALCULATION OF SOLID WASTE IMPACT FEES; AND SECTION 30-44, APPEALS; AND SECTION 30-45, UPDATING, ANNUAL REPORTING, AND AUDITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the imposition of impact fees is one of the City's preferred methods of ensuring that development and growth pays a proportional share of the cost of capital facilities necessary to accommodate such development; and

WHEREAS, as required under Section 163.31801(4), *Florida Statutes,* impact fees must be based on the most recent available City-specific data and meet the following requirements, as shown below:

1. The calculation of the impact fee must be based on the most recent and localized data.
2. The local government must provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity must account for the revenues and expenditures of such impact fee in a separate accounting fund.
3. Administrative charges for the collection of impact fees must be limited to actual costs.
4. The local government must provide notice not less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.
5. Collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
6. The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
7. The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the expenditure of the funds collected and the benefits accruing to the new residential or non-residential construction.

8. The local government must specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.
9. Revenues generated by the impact fee may not be used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or non-residential construction.

WHEREAS, the consultant team of Wright-Pierce and Innovative Technical Solutions, LLC (ITS) prepared a Technical Report entitled City of Clermont Solid Waste Program Impact Fee Study, dated September 2025, (Technical Report) which presented an impact analysis of development/growth on the City's solid waste program; and

WHEREAS, the purpose of the ordinance is to regulate the use and development of land so as to assure that new development (or annexation into the City's service area) bears a proportionate share of the cost of capital expenditures necessary to provide solid waste collection, transfer and disposal within the City Limits of the City of Clermont, which will be impacted by such new development; and

WHEREAS, the City's Comprehensive Plan dictates that the Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.

WHEREAS, Policy 1.1.6 of the City's Comprehensive Plan allows the City to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements; and

WHEREAS, the Clermont City Council accepts the finding of the Technical Report, as more particularly described in Exhibit 'A', incorporated herein by reference.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA:

SECTION 1.

The above-stated recitals are hereby adopted as Findings in support of this Ordinance.

SECTION 2.

Chapter 30, SOLID WASTE, of the City of Clermont Code of Ordinances, is hereby amended to read as follows (underlined indicates added language, strikethrough indicates deleted):

ARTICLE III. – SOLID WASTE IMPACT FEE

Sec. 30-33. – Fee Imposition.

There is hereby imposed upon all impact-generating land development activity, resulting in the issuance of a Certificate of Occupancy, in the City Limits, a solid waste impact fee due prior to the City's placement of solid waste receptacles for the collection, transfer and disposal of solid waste. However, if the building permit for new development is for less than the entire contemplated development, the fee shall be computed for the amount of development covered by the permit. The obligation for payment of impact fees shall run with the land, as shall the resulting privilege.

Sec. 30-34. - Adoption of technical report as basis of impact fees.

The City hereby adopts and incorporates by reference the most recent version of the Technical Report, which among other things, supports the rates and reasonableness of the impact fees imposed by this Article.

Sec. 30-35. – Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Applicant means the person who applies for a certificate of occupancy or building permit; typically refers to the property owner or a duly designated agent of the property owner.

Building permit means an official document or certificate issued by the City authorizing the commencement of construction of any structure.

Capital cost includes the following costs as they relate to the use of impact fees for the purpose of expanding the City's solid waste service area for new development or annexation:

(1) The cost of all labor and materials for capital improvements to expand capacity of existing facilities;

(2) The cost of all lands, property, rights, easements and franchises acquired, including costs of acquisition;

(3) The cost of all planning activities, including engineering evaluations and studies to determine expansion requirements, engineering and legal services;

(4) The cost of all plans and specifications;

(5) The cost of all equipment that adds capacity to the solid waste collection, transfer and disposal system, including solid waste collection vehicles;

(6) The cost of all construction for a City owned and operated solid waste transfer station;

(7) The cost of all equipment necessary to operate a solid waste transfer station;

(8) The cost of relocating utilities and roadway infrastructure to accommodate new solid waste transfer station facilities;

(9) The cost of all land surveying, and soils and construction materials testing; and

(10) The cost of mitigating negative impacts of construction of new solid waste transfer station facilities including natural resource impacts, environmental impacts, noise impacts, air quality impacts, and community impacts. Such costs do not include routine and periodic maintenance expenditures or personnel, training, or other operating costs.

Capital improvement includes the planning of, engineering for, acquisition of land or equipment, and the construction of improvements for solid waste collection, transfer and disposal facilities and infrastructure.

Commercial means a property use(s) that sells goods or services at retail.

Development means any construction or expansion of building(s) or structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the City's public facilities.

Director means the Public Services Director or designee.

Essential public services means services or buildings owned, managed, or operated by or in the interest of a governmental entity, which provides a function critical to the health, safety, and welfare of the public, but which is not proprietary in nature. Essential public services may specifically include, but not be limited to, public schools (including charter schools), water and sewer services, solid waste collection, transfer and disposal, emergency services, publicly owned housing, public safety facilities and services.

Feepayer means any person who seeks to develop land by applying for a building permit to make an improvement to land which will generate additional impacts, or who shall by annexation require solid waste collection services by the City, shall be required to pay impact fees in the manner and amount set forth in the ordinances of the City.

Level of service means a measure of the availability and accessibility of public facilities in support of public facility services.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated in the context.

Technical or Study Report means the Solid Waste Program Impact Fee Study, or the most recent update to the impact fee calculation.

Residential and Commercial Collection shall be as classified as follows:

(1) *Class I.* Residential establishments shall describe those single-family, duplex, multifamily, trailer and mobile home residences utilizing solid waste containers provided by the city for curbside pickup. Properly licensed home occupations are included as class I.

(2) *Class II.* Commercial establishments shall include churches, motels, hotels, manufacturers, retail and wholesale establishments where garbage and trash may accumulate and which are not described herein as residential. Such commercial establishments shall use solid waste containers supplied by the city for curbside pickup. No solid waste shall be collected that is not placed in a solid waste container except as provided in this Article.

Sec. 30-36. – Determination of Fee.

(a) *Customer Classifications.* Except as otherwise provided herein, the imposition of the solid waste impact fee shall be categorized as follows:

(1) Residential Bin Customers: Class 1 Residential customers requiring three waste collection bins for municipal solid waste, recycling, and yard waste.

(2) Commercial Bin Customers: Class II commercial customers requiring two waste collection bins for municipal solid waste and recycling.

(b) *Applicability.* Impact fees shall be for new development within the City of Clermont City Limits, resulting in the issuance of a Certificate of Occupancy, where solid waste collection, transfer and disposal services are required.

(c) *Redevelopment or replacement.* Where new development involves the redevelopment of land such that existing impact generating development is removed or substantially altered, the new development impact fees shall be computed on the additional or new impacts only. It is the City's intent to collect impact fees for only that additional impact generated by redevelopment over and above the impact attributable to the existing development.

(d) *Review of fees*. The Director shall periodically review the fees adopted by resolution, as set forth in this Section. The review period shall not exceed five years.

Sec. 30-37. – Collection of Solid Waste Impact Fees.

Solid waste impact fees required by this Article shall be assessed against new development/redevelopment and collected in full prior to issuance of a certificate of occupancy by the City. The City Council may establish and collect an administrative charge to offset its actual costs of solid waste impact fee collection by adoption of a resolution.

Sec. 30-38. – Solid Waste Impact Fee Schedule.

(a) *Impact Fee Schedule.* A solid waste impact fee shall be assessed and collected from new development/redevelopment, pursuant to all applicable provisions of this Article. The fee schedule shall be adopted by resolution of the City Council.

(b) *Impact Fee Account.* There is hereby established a solid waste impact fee fund into which all impact fees collected shall be deposited. The solid waste impact fees shall be spent on solid waste facilities and capital costs as provided in this Article.

Sec. 30-39.- Use of funds collected; solid waste impact fee accounts.

(a) *Establishment and use of impact fee fund.* There is hereby established a separate fund account specifically for the solid waste impact fee fund. Impact fees collected pursuant to this Article shall be used solely for the purpose of acquisition, expansion, and development of the public facilities, the need for which results from and the provision of which will benefit new development/redevelopment or annexed area having paid into the impact fee fund. Allowable expenditures include, but are not limited to:

(1) Planning, design and construction plan preparation;

(2) Land acquisition;

(3) Acquisition of trucks, trailers and housing building equipment;

(4) Public facilities and public facilities capital costs identified in the capital improvements program;

(5) Repayment of monies transferred or borrowed from any budgetary fund of the City which were used to fund the acquisition, expense and development of the public facilities identified in the capital improvements program;

(6) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the city to provide funds for acquisition, expansion and development of public facilities identified in the capital improvements program;

(7) Administration of the City's impact fee program to the extent that such administration costs do not exceed actual costs;

(8) Impact fees collected shall be encumbered for allowable expenditures as set forth above, within seven (7) years of the date of collection.

(9) Costs associated with the expansion of public facilities necessary to offset the impacts of new development, including, but not limited to, expansion of transfer stations and construction of related support facilities required to accommodate additional equipment that the City purchases due to growth.

(b) *Separate accounting.* The City shall establish and maintain a separate solid waste impact fee account for which the impact fee is collected, in accordance with the provisions of this Article. This fund shall be the solid waste impact fee fund.

(c) *Investment of funds.* Any amounts in the impact fee fund not immediately necessary for expenditure shall be invested in an interest-bearing account and all interest income derived from such investments shall be deposited in the impact fee fund.

(d) *Segregation of funds.* Impact fee revenues shall remain segregated from other City funds and only impact fees and accrued interest shall be maintained in the impact fee fund.

(e) *Prohibited uses.* Amounts withdrawn from the impact fee fund must be used solely in accordance with the provisions of this Article. Amounts on deposit in the impact fee fund shall not be used for any expenditure that would be classified as a maintenance, operations, or repair expense.

Sec. 30-40. – Exemptions.

(a) *Minor alterations or additions to existing residential or general service building.* There shall be no impact fee due when application is made for a building permit to construct any addition to a residential building that already falls within the City of Clermont City Limits, provided that no additional impact is created on the solid waste program by such replacement.

(b) *Accessory structures.* An impact fee shall not be assessed for construction of an accessory building or structures that are not dwelling units and which do not constitute an increase in intensity of use;

(c) *Replacement.* An impact fee shall not be assessed for replacement of a building or structure with a new building or structure of the same use, provided that no additional impact is created on the solid waste program by such replacement.

Sec. 30-41. - Interpretations of Article and Fee Schedule.

Interpretation of the provisions of this Article shall be made by the Director.

Sec. 30-42. - Effect on other regulations and requirements.

(a) *No effect on zoning code.* This Article may not be construed to alter, amend, or modify any provision of the City's zoning code and City Code. Other provisions of the City's zoning code and City Code shall be operative and remain in full force and effect notwithstanding any contrary provisions, definitions, or intentions that are or may be expressed or implied in this Article.

(b) *No entitlement to certificate of occupancy.* The payment of solid waste impact fees shall not entitle the applicant to a certificate of occupancy unless all other applicable

land use, land development, zoning, planning, concurrency, and other applicable requirements, standards, and conditions have been met. Such other requirements, standards, and conditions are independent of the requirement for payment of the solid waste impact fees required by this Article.

(c) *No effect on zoning standards.* This Article, including the solid waste impact fee ordinances for particular public facilities, shall not affect, in any manner, the permissible use of property, density or intensity of development, design and improvement standards, or other applicable standards or requirements of the zoning code.

Sec. 30-43. - Alternative calculation of solid waste impact fees and procedure for review.

(a) *Alternative impact fee calculation.* Any person who initiates any development may choose to provide an alternative calculation of the impacts of the proposed development. The alternative calculation study may be used to determine whether a fair share of the public facilities costs necessitated by the proposed development should be less than the fees set forth in this Article or, if a particular use or combination of uses is not identified in this Article, what fee the use should pay. Technical details of approach, methodology, procedures and other matters relating to the alternative fee calculation shall be discussed with and approved by the Director prior to proceeding with the study.

(b) *Alternate calculations.* The alternative impact fee calculation may be based on data, information, assumptions, formulae and methodology contained in this Article and the studies prepared by independent sources, provided that:

(1) The independent source is an accepted standard source of engineering and planning data or information;

(2) The independent source is a local study carried out by a qualified planner or engineer pursuant to an accepted methodology of planning or engineering; or

(3) Where different data, information, assumptions, formulae or methodology are employed, such differences shall be specifically identified and justified.

(c) *Submission*. An alternative impact fee calculation shall be undertaken through the submission of an application for review of an alternative impact fee calculation for the impact fee component for which an alternative impact fee calculation is requested.

(d) *Director determination*. Within thirty (30) calendar days of receipt of an application for review of an alternative impact fee calculation, the Director shall determine if the application is complete. If the Director determines that the application is not complete, he shall send a written statement specifying the deficiencies by United States mail to the person submitting the application. The applicant shall provide a

written response addressing and satisfying the deficiencies to the Director, postmarked no later than 10 days from the determination letter's postmark date. The application shall be deemed complete if no deficiencies are specified. Furthermore, the application shall be deemed unsatisfied and closed, if no response is received by the Director within the timeframe specified. The Director shall take no further action on the application until it is deemed complete.

(e) Director review. When the Director determines the application is complete, he shall review it and render a written decision in calendar thirty (30) days on whether the fee should be modified, and if so, what the amount should be.

(f) *Adjustment by agreement.* If the Director finds that the data, information, assumptions, formulae and/or methodology used by the applicant to compute the alternative impact fee calculation satisfies the requirements hereof, the fee determined in the alternative impact fee calculation shall be deemed the fee due and owing for the proposed land development activity. This adjustment in the fee shall be set forth in a fee agreement which shall be entered into. A determination by the Director that the alternative impact fee calculation does not satisfy the requirements of this section may be appealed to the City Manager.

Sec. 30-44. - Appeals.

(a) *Initiation.* A fee payer may appeal a final decision of the Director made pursuant to any provision of this Article to the City Manager, by filing an appeal, in writing, with the City Clerk, within ten (10) business days of the decision. The appeal shall include a written notice stating and specifying briefly the grounds of the appeal. The City Manager shall respond in writing within fifteen (15) business days of the receipt of the appeal. If the City Manager upholds the decision of the Director, the fee payer may appeal the City Manager's decision to the City Council by filing an appeal, in writing, with the City Clerk, within ten (10) business days of the City Manager's decision. The City Clerk shall place the appeal on the City Council's agenda for a regularly scheduled meeting or a special meeting called for that purpose and forward the record of the matter that is on appeal to the City Council.

(b) *Record.* The record considered by the City Council shall be the record of the application associated with the final decision of the Director and City Manager being appealed and any other documents related to the decision.

(c) *Notice.* The City Clerk shall provide the applicant at least fifteen (15) calendar days' notice of the appeal before the City Council by mail or hand delivery.

(d) *Hearing on appeal.* At the hearing on the appeal, the City Council shall provide the appellant an opportunity to identify the grounds for the appeal and the basis for the Director's and City Manager's alleged error on the decision, based on the record. To the extent relevant, the Director and/or the City Manager, or their designees, shall be allowed to respond, based on the record. After the presentations, the City

Council may hear from any other person(s) it deems appropriate, and then based on the testimony heard at the hearing and the record affirm, modify, or reverse the decision on appeal.

(e) *Standards.* To reverse a decision of the Director and the City Manager, the City Council must find that there is a clear and demonstrable error in the application of the facts in the record to the applicable standards set forth in this Article. If the City Council reverses or modifies the decision, it shall provide the Director and City Manager clear direction on the proper decision. In no case shall the City Council have the authority to negotiate the amount of the impact fees or waive the impact fees otherwise specified in this Article. The decision of City Council shall be final.

(f) *Form of decision*. The City Council's decision on the appeal shall be in writing and include findings of fact and the application of those facts to the relevant standards.

Sec. 30-45. - Updating, annual reporting, and audits.

(a) *Periodic update of Technical Report.* At least once every five (5) years, the City shall update the Technical Report which provides the basis for the impact fees imposed under this Article.

(b) *Annual report to City Council.* On an annual basis, a report to the City Council shall be made on the following:

(1) The amount of impact fee revenues currently on account for which impact fees are collected;

(2) The amount and nature of any expenditure or encumbrance of impact fees since the prior annual report; and

(3) The amount and nature of any planned expenditures or encumbrances of impact fees prior to the next annual report.

(c) *Audit certification requirement.* Audits of the City's financial statements, which are performed by a certified public accountant pursuant to Florida Statutes, and submitted to the auditor general, must include an affidavit signed by the finance director, stating that the City has complied with the requirements of Florida Statutes.

(d) *Notice and publication requirements.* All updates and annual adjustments to this Article shall comply with statutory requirements for notice and publication.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect 30 days after its Second Reading and Final Passage.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of April, 2026.

CITY OF CLERMONT

_____
Tim Murry, Mayor

ATTEST:

_____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Christian W. Waugh, City Attorney

The City of Clermont Solid Waste Program Impact Fee Study

Prepared by:

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1 Introduction

1.1 Document Purpose

The City of Clermont (City) is responsible for providing solid waste collection services for its residents and businesses. Expanding the City's collection program to meet the demands of its expected growth will require capital expenditures, which the City may recover through an impact fee charged to new residential and commercial developments. This report will discuss the framework for this impact fee and provide an estimate of the capital expenses the City is expected to incur to initiate the solid waste collection services for new customers based on historical and expected population growth trends.

A master plan was prepared and submitted in March 2023 that discussed several waste management options that the City could implement to address a growing population. Two of these options included the implementation of impact fees and the establishment of a City-owned transfer station. This report uses some of the findings from these sections of the master plan along with the most recent City-provided data.

1.2 Impact Fee Legal Framework

Regulations for impact fees in the state of Florida are laid out in 163.31801, Florida Statutes (also referred to as the "Florida Impact Fee Act"). Section 163.31801(4) of the Act contains the requirements for instituting impact fees, as shown below.

> *(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:*
>
> *(a) Ensure that the calculation of the impact fee is based on the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.*
>
> *(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.*
>
> *(c) Limit administrative charges for the collection of impact fees to actual costs.*
>
> *(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.*
>
> *(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.*

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

This report meets the requirements listed above and uses the most recent available City-specific data to calculate appropriate impact fees.

1.3 Report Outline

This report is organized into the following 6 chapters.

- Chapter 1 introduces the objectives of this report and the legal framework for the implementation of an impact fee.
- Chapter 2 presents an overview of the City's solid waste program.
- Chapter 3 discusses the nexus of benefits for each of the capital expenditures that may be included in the impact fee.
- Chapter 4 presents the per-lot fees that may be applied to new development in the City.
- Chapter 5 presents a summary of the impact fee evaluation and recommendations of this study.
- Chapter 6 provides references used for this report.

2 Solid Waste Program Overview

2.1 Waste Collection

In 2025, the City of Clermont's Sanitation Department served approximately 16,983 customers with garbage removal, recycling pickup, yard waste removal, white goods collection, and bulk pickups every week. The City owns a fleet of side- and rear-loader garbage trucks that collect municipal solid waste (MSW) and recyclables. Yard waste and other bulk waste are picked up using clam trucks, and delivery trucks are used for bulk collection (e.g., white goods, electronics) and for distributing new bins to customers. Solid waste collection takes place four days per week (Monday, Tuesday, Thursday, and Friday). Collected waste is transported to the Groveland Transfer Station (GTS).

The City serves 16,679 residential customers and provides each with one MSW waste cart and one recycling cart. To meet the needs of the residents, the City provides three different-sized cart options (95-, 65-, and 35-gallon) for MSW and recycling. Additional carts are available upon request for an additional monthly fee (Clermont, 2021). Three material streams (MSW, recyclables, and yard waste) are collected once per week from each collection point on the residential routes using a fleet of side-loading trucks, rear-loading trucks, small garbage trucks, and clam trucks.

The City serves 304 commercial customers. Few commercial and City-owned properties use dumpsters as the City does not own the appropriate equipment to handle them. Commercial entities that use dumpsters contract with private haulers to collect their waste. Many commercial customers utilize the City's collection program, which offers the attractive price structure of additional bins costing less than the first bin. Commercial curbside customers receive two types of bins: MSW and recycling. Yard waste is not collected from commercial customers. High waste-generating commercial properties that use the City's waste collection program often employ multiple bins to manage their waste.

The number of residential and commercial collection points served by the City as of 2025 was provided by the City for this report. Table 1 presents the number of collection points for each type of customer as of 2025.

Table 1. Number of Collection Points Served by the City Solid Waste Collection Program in FY 2025.

Collection Source	Number
Residential	16,679
Commercial	304

2.2 Waste Transfer and Disposal

All waste collected by the City is hauled to the GTS, a privately-owned transfer station located in Lake County, approximately 5 miles from the City. When the transfer station is unavailable, waste is directly hauled to the Heart of Florida Landfill (HFL), a privately owned landfill located in Sumter County, approximately 32 miles from the City.

The GTS accepts Class I municipal solid waste and recyclable materials collected from commercial and residential customers located in Lake County and other surrounding counties in Florida (GTS, 2013). GTS is permitted to store a maximum of 240 tons of waste, and must close for the rest of the day when it has reached this capacity. If the facility has reached its permitted capacity to store waste or recyclable materials, it will not accept waste until sufficient capacity is restored (GTS, 2013). Currently, GTS is operating close to its disposal capacity, and may not be able to expand to match the future needs of the City. Additionally, the City's dependence on GTS and lack of an alternative option for waste transfer make it vulnerable to increases in the tipping fees charged by GTS.

3 Nexus of Benefits between Solid Waste Collection Services Expansion and Development

3.1 Solid Waste Program Expansion Cost Overview

The City provides solid waste collection to residents and commercial customers as described above, and the expansion of this program is necessary to provide these services to new customers. All new collection points require procurement and distribution of additional collection bins, and additional collection vehicles needed to service the growing number of collection points. In addition to bins and collection vehicles, increased waste generation from the City would necessitate the construction of a new transfer station, with additional equipment for managing and hauling waste. This section will discuss the estimated pro-rata capital expenditures required to provide these services to new City customers.

3.2 Waste Collection Points

Each additional residential or commercial lot represents an additional collection point, which will require bins to be provided by the City. Table 2 shows the cost to purchase each required bin, as provided by the City. As discussed in Section 2.1, both residential and commercial units require two collection bins (MSW and recycling). Commercial customers typically host 1 to 2 of each bin, depending on size and/or recycling needs, but several host 3 or more. The cost of bins varies by the number and size of bins for each unit, so the figure in Table 2 is an estimate of the cost per unit by assuming one 95-gallon bin for each residential and commercial customer.

Table 2. Cost of Each 95-Gallon Collection Bin Required for Each Unit of Additional Development.

Customer Type	Collection Container Cost ($/container)		Total
	MSW	Recycling	
Residential	$51.99	$51.99	$103.98
Commercial	$51.99	$51.99	$103.98

3.3 Transfer Station

Impact fees allow for a pro-rata recuperation of investments to support the expansion of infrastructure (e.g., transfer stations) and services related to waste management. The master plan that was prepared and submitted in March 2023 detailed the establishment of a new transfer station to manage the growing waste stream of the City and the surrounding area. Based on this analysis, the necessary capacity of the hypothetical future transfer station is expected to be about 675 tons/day of MSW to handle a growing population, with a required tipping floor area of approximately 14,900 square feet. Table 3 presents the estimated number of customers and the associated incoming MSW tonnages that the transfer station would be expected to accomodate in the year 2045, when it reaches its full capacity.

Table 3. Current Number of Customers Served and Total Number of Customers to Reach Full Utilization of the Transfer Station

Year	Estimated Number of Customers Served	Incoming MSW Projection (tons/day)
Present	16,983	65.8
At Capacity	174,218	675

At capacity, all incoming waste to the transfer station would originate from City customers. Before reaching capacity, the City could consider offering any available capacity at the transfer station to non-City entities for an added source of income while the City grows. Impact fees would not apply to non-City entities.

3.4 Collection and Transfer Vehicles

The collection and transfer programs use vehicles to provide collection services as described in Section 2. The procurement of additional vehicles is necessary to continue providing the same level of service to new residential and commercial customers. The number of collection points served by each type of vehicle is shown in Table 4. The number of vehicles necessary for bin customers was estimated based on the current number of vehicles in operation, providing the current level of service to the City. The current fleet of vehicles is assumed to be necessary to cover the current number of customers served. The number of customers per vehicle is estimated by dividing the number of trucks in service by the combined number of residential and commercial collection points, as shown in Eqn. 1. However, only residential collection points are applied to clam trucks because yard waste service is not offered to commercial customers. The estimation from Eqn. 1 assumes that the existing fleet is fully utilized and does not have the capacity to serve more customers.

$$Customers\ per\ Vehicle = \frac{Number\ of\ Collection\ Points}{Number\ of\ Vehicles} \qquad \text{Eqn. 1}$$

Table 4. Current Number of Solid Waste Collection Vehicles and the Estimated Number of Customers Served Per Vehicle

Vehicle Type	Current Number of Vehicles	Number of Customers Served Per Vehicle
Side Loader	14	1,213
Rear Loader	3	5,661
Clam Trucks	6	2,780
Small Garbage Truck	2	8,492
Delivery Truck	2	8,492

The transfer trucks and transfer trailers would be used to service both residential and commercial customers. The impact fee would apply to new residential and commercial City customers based on their share of the cost to purchase these vehicles. The master plan discussed the expected number of vehicles

that would be needed at the transfer station once it reached its full capacity. The number of customers served for each transfer truck and trailer is shown in Table 5, calculated using Eqn. 2.

$$Customers\ per\ Vehicle = \frac{Expected\ Number\ of\ Collection\ Points\ at\ Full\ Capacity}{Expected\ Number\ of\ Vehicles\ at\ Full\ Capacity} \quad \text{Eqn. 2}$$

Table 5. Number of Transfer Trucks and Trailers Needed for Fleet at Full Capacity and Number of Customers Served Per Vehicle.

Vehicle Type	Expected Number of Vehicles	Combined Residential and Commercial Customers Served per Vehicle
Hauling Trucks	12	14,518
Hauling Trailers	13	13,161

4 Cost of Solid Waste Collection Services Expansion per Residential Unit

4.1 Per Unit Impact Fees Estimation Overview

As discussed in Section 3, the City's capital expenditures necessary to provide solid waste services to a growing population consist of collection bins, transfer station capacity, and collection and transfer vehicles. In this section, the per-unit cost for each of these services is calculated based on the most recently available data. Collection bins are not included in a subsection because the fees are equal to the cost to provide collection receptacles required for each customer type, as discussed in Section 3.2.

4.2 Transfer Station Impact Fees

The GTS is currently operating close to capacity. To manage the increased waste volumes from an increasing population, the City is considering constructing its own transfer station. As discussed in the master plan, the proposed new transfer station would be expected to manage a projected 675 tons/day of MSW in 2045. Based on the current generation rate of City customers, an estimated 174,218 customers would be served by the transfer station at capacity. The transfer station capital costs have been updated since the master plan to reflect the anticipated site layout as described by the City. The total anticipated capital cost is estimated to be $14,131,122.

The share of cost allocated to new City customers is the total cost of the transfer station multiplied by the portion of the capacity allocated to new City customers, as presented in Table 6. Based on the estimate of current versus future City customers, 90.2% of the cost of the transfer station may be incorporated into the impact fee. The per-unit cost is the total capacity cost for new City customers divided by the number of new City customers that are expected to be served upon reaching capacity. These estimates are summarized in Table 6.

Table 6. Number of Waste Collection Points and Per Unit Share of Total Impact Fee Cost Based on Utilization and Remaining Capacity of the Transfer Station

Customer Type	Current Number of City Customers	Total City Customers at Capacity	New City Customers Needed to Reach Capacity	Share of Cost for Available Capacity to New City Customers	Per Unit Share of Cost for New City Customers
Bin Customers	16,983	174,218	157,235	$12,753,600	$81.11

Upon completion of the transfer station construction, a large amount of free capacity would potentially be available for the City to offer to non-City entities as an additional source of income until the City population reaches the projected maximum in 2045. However, impact fees are not applicable to non-City entities. It is expected that as the City grows in population, the proportion of non-City to City waste managed at the transfer station will decrease.

4.3 Fees to Cover Collection and Transfer Vehicles

The estimated replacement costs shown in Table 7 are based on the most recent procurement cost of each vehicle type inflated to 2025 dollars using the average inflation rate from the year of purchase to 2025 (US BLS 2025). The estimates of the number of customers served by each vehicle in the solid waste collection fleet were discussed in Section 3.4. The cost for each vehicle is divided by the number of customers served by that vehicle to arrive at the price per customer shown in Table 7. Because the City does not currently own any tractor trailers, the cost for the tractor and trailer component was estimated based on cost data for the nearby city of St. Cloud, which currently operates a transfer station.

Table 7. Number of Collection Points Served by Vehicle Type, and Respective Share of Vehicle Purchase/Replacement Cost.

Vehicle Type	Number of Customers per Vehicle	Estimated Cost Based on Last Purchase (2025 dollars)	Year of Most Recent Purchase	Price per Residential Bin Customer	Price per Commercial Bin Customer
Side Loader	1,213	$399,206	2025	$328.92	$328.92
Rear Loader	5,661	$327,126	2025	$57.76	$57.76
Clam	2,780[1]	$207,166	2023	$74.46	$0
Small Garbage Truck	8,492	$130,523	2017	$15.43	$15.43
Delivery Truck	8,492	$87,212	2019	$10.25	$10.25
Hauling Truck	14,518	$193,570[2]	N/A	$13.33	$13.33
Hauling Trailer	13,161	$137,022[2]	N/A	$10.22	$10.22

[1] Used for residential collection points only

[2] Estimated based on fleet costs for the nearby city of St. Cloud

4.4 Fees to Cover Administrative Costs

The Florida Impact Fee Act permits the inclusion of actual administrative costs in the impact fee. These costs must be the actual cost to administer the fund. The City estimates that the administrative costs will be $100 per customer.

5 Summary and Recommendations

5.1 Summary of Proposed Fees

This report has discussed the necessity of expansion of the City's solid waste management service to new residents and businesses, which may be funded by implementing a solid waste impact fee. The City must provide solid waste collection to all new residents, and requires additional capital expenditures to provide this benefit for the growing population. Table 8 summarizes the proposed impact fee for elements of the City's solid waste for each customer it serves.

Table 8. Summary of Proposed Impact Fees for Residential and Commercial Bin Customers.

Capital Category	Impact Fees Applied to Each Residential Bin Customer	Impact Fees Applied to Each Commercial Bin Customer
Collection Bins	$103.98	$103.98
Transfer Station	$81.11	$81.11
Collection and Transfer Vehicles	$510.38	$435.91
Administrative Costs	$100.00	$100.00
Total	$795.47	$721.00

5.2 Recommendations

Implementation of the impact fees proposed in Section 5.1 will allow the City to maintain capital funds to continue providing the same high level of service to new customers without disrupting the City budget with difficult-to-predict expenditures that take several years to recover through waste collection fees. These include the purchase of waste collection bins, recovery of investments in a new transfer station, revenue for the purchase of additional waste collection and new transfer vehicles, and administrative costs.

6 References

Clermont (2021). Downtown Resolution. Provided by the City of Clermont Groveland Transfer Station

GTS (2013). Notice of Permit. Florida Department of Environmental Protection. October 2013.

US BLS (2025). Historical Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items, by month. US Bureau of Labor Statistics. https://www.bls.gov/cpi/tables/supplemental-files/historical-cpi-u-202412.pdf

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Contact Phone:	
Contact Email:	aschmidt@clermontfl.org
PO Number:	

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Order Number:	12195029
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Ad Preview

LEGAL NOTICE

On Tuesday, April 28, 2026 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 30, Solid Waste, creating a new Article III, Solid Waste Impact Fee.

ORDINANCE NO. 2026-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA AMENDING CHAPTER 30, SOLID WASTE, OF THE CITY OF CLERMONT CITY CODE, CREATING A NEW ARTICLE III, SOLID WASTE IMPACT FEE; SECTION 30-33, FEE IMPOSITION; SECTION 30-34, ADOPTION OF TECHNICAL REPORT AS BASIS OF IMPACT FEES; SECTION 30-35, DEFINITIONS; SECTION 30-36, DETERMINATION OF FEE; SECTION 30-37, COLLECTION OF SOLID WASTE IMPACT; SECTION 30-38, SOLID WASTE IMPACT FEE SCHEDULE; SECTION 30-39, USE OF FUNDS COLLECTED; SECTION 30-40, EXEMPTIONS; SECTION 30-41, INTERPRETATION OF ARTICLE AND FEE SCHEDULE; SECTION 30-42, EFFECT ON OTHER REGULATIONS AND REQUIREMENTS; SECTION 30-43, ALTERNATIVE CALCULATION OF SOLID WASTE IMPACT FEES; AND SECTION 30-44, APPEALS; AND SECTION 30-45, UPDATING, ANNUAL REPORTING, AND AUDITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the City Clerk's Office, 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

#12195029 4/13/2026