



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 8, 2018**

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 changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Women's Lung Health Week

Motorcycle Safety

Water Reuse Week

National Bicycle Month

PRESENTATIONS

Quilts to Books

Legislative Update

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Surplus Request

Consider declaring end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Contract Award

Consider approval to piggyback the Volusia County B.C.C. contract with Ferguson Enterprises, Inc. to provide water and sewer pipes and related materials in the estimated annual budgeted amount of \$750,000.

Item No. 3 - Resolution No. 2018-06

Consider approval of Fiscal Year 2018 Quarterly Budget Amendment.

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COUNCIL MEETING AGENDA
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Item No. 4 - Resolution No. 2018-13R

Consider agreement approval regarding easements, improvements, maintenance and cost sharing for the Future Public Works Property with Clermont Commerce Park, LLC.

NEW BUSINESS

Item No. 5 - Variance Request
Mazda

Consider request to allow for a ground sign greater than 10 feet in height for property located at 17500 State Road 50.

Item No. 6 - Ordinance No. 2018-20
Introduction

Consider ordinance to amend Chapter 54, Street, Sidewalk and Other Public Places, Article IV Special Events.

Item No. 7 - Youth Council

Discussion on the status of forming a Youth Council.

ADJOURN

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.

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

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.



WHEREAS, every seven minutes and thirty seconds, one woman in the United States loses her battle with lung cancer; and

WHEREAS, lung cancer is the leading cause of cancer deaths for women and men in the United States; and

WHEREAS, advocacy and increased awareness will result in screening and early detection for people with lung cancer that will ultimately save lives; and

WHEREAS, public support for research funding will result in better treatment and early detection methods that will ultimately save lives; and

WHEREAS, LUNG FORCE is the national initiative led by the American Lung Association, to defeat lung cancer; and

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont do hereby proclaim the week of May 6 through May 12, 2018 as

WOMEN'S LUNG HEALTH WEEK

and encourage all residents of the City of Clermont to learn more lung cancer, risk factors and screening options.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 8th day of May, two thousand and eighteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



WHEREAS, Central Florida's mild climate and scenic roadways make motorcycle riding an enjoyable experience throughout the year; and

WHEREAS, Florida's growing population makes motorcycle safety an important issue for all drivers; and

WHEREAS, May 2018 is being commemorated as Motorcycle Safety Awareness Month; and

WHEREAS, more than a million drivers in Florida have a motorcycle endorsement on their driver's license; and

WHEREAS, motorcycles can easily be hidden in traffic; therefore, it is important for motorists to search the traffic around them and always expect to see motorcycles; and

WHEREAS, to prevent injuries and deaths on Florida's roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone;

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, Florida, hereby proclaim the month of May 2018 as

MOTORCYCLE SAFETY AWARENESS MONTH

and encourage all motorists to Share the Road with motorcycles.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 8th day of May, two thousand eighteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



WHEREAS, safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, although Florida's water supplies are limited, the state's population and need for water resources continue to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the State's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes; and

WHEREAS, Florida has risen to be the national leader in water reuse; reusing 263 billion gallons of reclaimed water in 2011 to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

WHEREAS, the City of Clermont has joined with the State of Florida, the Florida Department of Environmental Protection, and the St. Johns River Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the City of Clermont has implemented a water reuse program and encourages efficient and effective water reuse and conservation;

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim May 13 through May 19, 2018 as

Water Reuse Week

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand this 8th day of May, 2018.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, thousands of Clermont residents and visitors experience annually the joys of bicycling through educational programs, races, commuting events, trail work days, helmet promotion, charity events, or just getting out and going for a ride; and

WHEREAS, the City of Clermont trails and roadways attracts hundreds of thousands of bicyclists each year from all 50 states and from across the globe, providing economic, health, and scenic benefits to citizens of Clermont and the world; and

WHEREAS, Clermont hosts the oldest and largest US cycling event, known as the Horrible 100, is the center point of the Coast-to-Coast Trail and is the World's Triathlon Destination; and

WHEREAS, these bicycling activities and attractions have great potential to have a positive impact on Clermont's economy and tourism industry and to stimulate economic development by making the state attractive to businesses and citizens who enjoy the outdoors and healthy lifestyles; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, May has been declared National Bike Month for each of the last 72 years, and is so again in 2018; and

WHEREAS, the League of American Bicyclists, the Florida Bicycle & Pedestrian Federation, bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout Florida will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2012; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim the month of May, 2018 as

National Bike Month and Bicycle Safety Month

BE IT FURTHER RESOLVED, that the City of Clermont urges all who support bicycling to participate in the events planned and urges all road users to share the road safely with bicyclists.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 08th day of May, two thousand eighteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

**AGENDA ITEM**

Meeting Date	
Tuesday, May 8, 2018	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from the Parks & Recreation Department and Police Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Parks & Recreation and Police Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Police Department Qty: Property Description (1) LaserJet 4200 Printer (1) HP Direct 300X Input Box (3) Taser X26 (2) Zebra RW420 Mobile Printer (1) Zebra Vehicle Cradle (1) Genesis II Select Radar Unit Box (1) Genesis II Select Controller (8) Genesis II Select KA-Band Police Radar (2) Stalker Dual 33.4 Police Radar Parks & Recreation Department Qty: Property Description (1) Strand 520i Lighting Control Console (1) Soundcraft Spirit 16-Channel Sound Mix Console (1) Tascam CC-222 Cassette And CD Player Recorder (1) Clear-Com RS-501 501 Single Channel Belt Pack (2) Telex PH2 Dual Sided Headset (2) BP-1 Intercom Belt Pack (1) Denon DW-T625 Professional CD/Tape Recoder (2) Marantz PMD351 Digital Multi Track Recorder (Cassette Tape/CD) (2) Sabine GRQ-3102 Graphic Equalizer/FBK/Compressor (1) Sony DSR-1500A Digital Video Cassette Recorder (1) DBX 166XL Compressor / Limiter / Gate	

- (1) DBX 266XL Compressor / Limiter / Gate
- (1) Knox ProSwitch ALPHA 81 8X1 Audio Video Switcher
- (1) Sanyo DS20424 Television
- (2) Spider Pod TR2 Tripod Camera Riser
- (6) Strand Iris 2 26171 2-Circuit Cylinder Light
- (4) Behringer Eurolive Pro. B1220 Loud Speaker
- (3) Sony PMV-14L5 Color Video Monitor

Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.

Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$7,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Department - Property Disposal	Police Department - Property Disposal.pdf	
2. Parks and Recreation - Property Disposal	Parks and Recreation - Property Disposal.pdf	



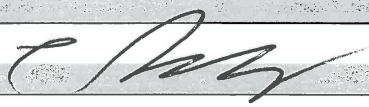
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Copytronics Laserjet 4200 Vehicle No.
Miles / Hours: Serial / VIN: USGNM21387
Description of Property Copytronics Laserjet 4200

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

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

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

Director Signature: 

Date: 3-28-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: HP JETDIRECT 300X Vehicle No.
Miles / Hours: Serial / VIN: SG93031404
Description of Property HP JETDIRECT 300X INPUT BOX

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

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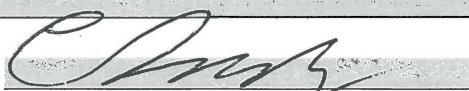
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-574042
Description of Property TASER X26

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

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PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-332058
Description of Property TASER X26

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

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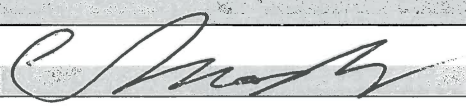
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Date:

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PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-306339
Description of Property TASER X26

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

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Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: ZEBRA RW420 Vehicle No.
Miles / Hours: Serial / VIN: XXRC08-33-5211
Description of Property ZEBRA RW420 MOBILE PRINTER

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

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Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: ZEBRA RW420 Vehicle No.
Miles / Hours: Serial / VIN: XXRC08-33-5216
Description of Property ZEBRA RW420 MOBILE PRINTER

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

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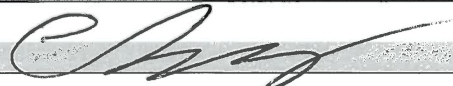
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DIANE CARTER Phone: 352-536-8438
Year / Make / Model: ZEBRA CRADLE Vehicle No.
Miles / Hours: Serial / VIN: XXRVJ111800813
Description of Property ZEBRA VEHICLE CRADLE

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

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Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2S-25144
Description of Property GENESIS II SELECT RADAR UNIT BOX

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

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Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2S-25144
Description of Property GENESIS II SELECT CONTROLLER

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

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Date:

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PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-26341
Description of Property GENESIS II SELECT KA-BAND

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

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

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

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

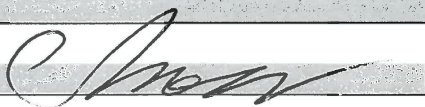
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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

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

☐ **OTHER:**

Director Signature: 

Date: 3-28-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



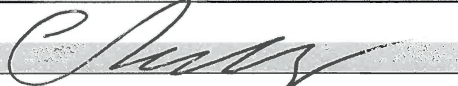
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-22579
Description of Property GENESIS II SELECT KA-BAND

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

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

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

Director Signature: 

Date: 3-28-18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-28404
Description of Property GENESIS II SELECT KA-BAND

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

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

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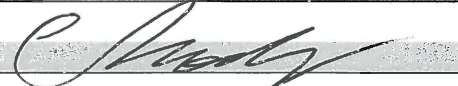
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☐ **OTHER:**

Director Signature: 

Date: 3-28-18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-28454
Description of Property GENESIS II SELECT KA-BAND

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

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

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

Director Signature: 

Date: 3-28-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-26409
Description of Property GENESIS II SELECT KA-BAND

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

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

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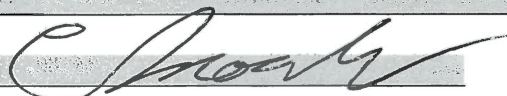
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☐ **OTHER:**

Director Signature: 

Date: 3/28/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-22597
Description of Property GENESIS II SELECT KA-BAND

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

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

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

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☐ **OTHER:**

Director Signature: 

Date: 3-28-18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-26361
Description of Property GENESIS II SELECT KA-BAND

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

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

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

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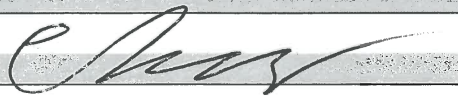
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☐ **OTHER:**

Director Signature: 

Date: 3.28.18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



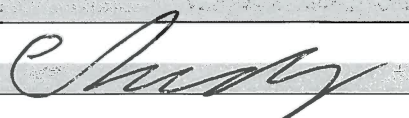
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: GENESIS II SELECT Vehicle No.
Miles / Hours: Serial / VIN: G2SKA-26355
Description of Property GENESIS II SELECT KA-BAND

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

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

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

Date: 3-28-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: STALKER DUAL 33.4 Vehicle No.
Miles / Hours: Serial / VIN: KA12759
Description of Property STALKER DUAL 33.4

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

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

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☐ **OTHER:**

Director Signature: 

Date: 3-28-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: STALKER DUAL 24.150 Vehicle No.
Miles / Hours: Serial / VIN: 005411
Description of Property STALKER DUAL 24.150

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

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

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☐ **OTHER:**

Director Signature: 

Date: 3-28-18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



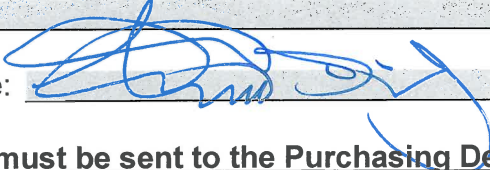
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: STRAND 95980 Vehicle No.
Miles / Hours: Serial / VIN: 5148071
Description of Property: STRAND 520T LIGHTING CONSOLE

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: Parks & Rec - CPDC

Property Tag #:

Contact Person: Jonathan Pominville

Phone: 352 708 5902

Year / Make / Model: TASCAM CC-222

Vehicle No.

Miles / Hours:

Serial / VIN: 0230379

Description of Property CD RECORDER / CASSETTE DECK

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

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

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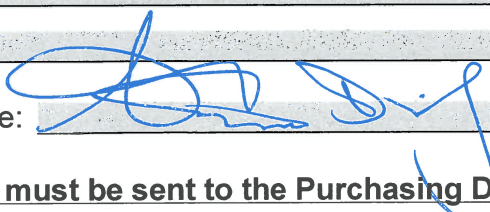
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☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: CLEAR-COM 501 Vehicle No.
Miles / Hours: Serial / VIN: A126623
Description of Property CLEAR-COM SINGLE CHANNEL BELT PACK

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

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

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



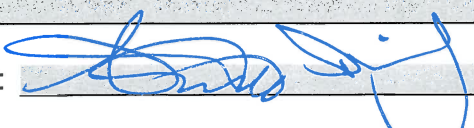
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS+REC-CPAC Property Tag #:
Contact Person: Jonathan Pomerville Phone: 352 708 5902
Year / Make / Model: TELEX PH2 64433 Vehicle No.
Miles / Hours: Serial / VIN: NONE
Description of Property TELEX PH2 DUAL SIDED ~~HEAD~~ HEADSET GTY-2

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC - CPAC Property Tag #:
Contact Person: Jonathan Peminville Phone: 352 708 5902
Year / Make / Model: Denon DW-T625 Vehicle No.
Miles / Hours: Serial / VIN: 4061507626
Description of Property CD/CASSETTE COMBI-DECK

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

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

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☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: MARANTZ PMD351/41B Vehicle No.
Miles / Hours: Serial / VIN: A101043700034Z
Description of Property STEREO CASSETTE DECK/COMPACT DISK PLAYER

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

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

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☐ **OTHER:**

Director Signature: [Signature]

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: Parks & Rec - CBAL

Property Tag #: _____

Contact Person: Jonathan Pominville

Phone: 352 708 5902

Year / Make / Model: SABINE GRQ 3102S

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: GFG 2020332

Description of Property GRAPHIC EQ/FBX/COMPRESSOR/DELAY

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

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

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☐ **OTHER:** _____

Director Signature: [Signature]

Date: 4/18/18

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: Parks & Rec - CPAC Property Tag #:
Contact Person: Jonathan Puminville Phone: 352 708 5902
Year / Make / Model: DBX 166 XL Vehicle No.
Miles / Hours: Serial / VIN: DBX166XLV01004903
Description of Property DBX 166XL COMPRESSOR/LIMITER/GATE

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

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

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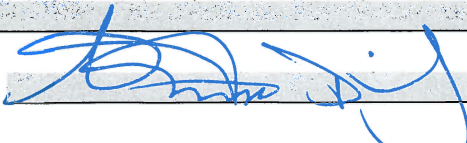
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☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



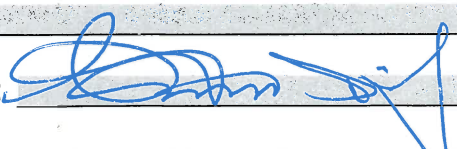
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS+REC - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: KNOX PROSWITCH ALPHA 81 Vehicle No.
Miles / Hours: Serial / VIN: DI27L01-001M
Description of Property KNOX PROSWITCH ALPHA 81VO

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/18/15

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



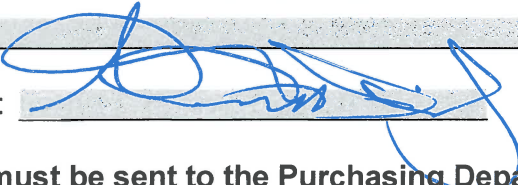
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS+REC - CRAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: SANYO DS20T24 Vehicle No.
Miles / Hours: Serial / VIN: BAA70280520764
Description of Property TELEVISION RECEIVER

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



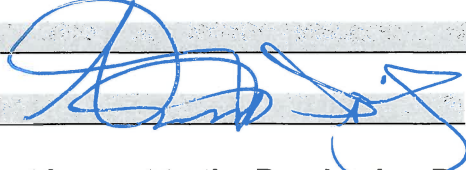
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: SPIDER POD TR-Z Vehicle No.
Miles / Hours: Serial / VIN: SEE ATTACHED
Description of Property TRIPOD CAMERA RISER QTY-2

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/12/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



Dept./Div.	Contact Person	Phone	Model	Serial	Description
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Spider Pod TR-2	104177	Tripod Camera Riser
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Spider Pod TR-2	104162	Tripod Camera Riser



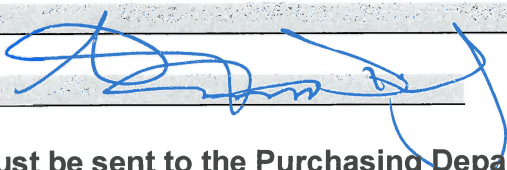
PROPERTY DISPOSAL FORM

Dept. / Division: PARKS & REC - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: STRAND IRIS 2 2017 Vehicle No.
Miles / Hours: Serial / VIN: ~~SEE ATTACHED~~ NONE
Description of Property STRAND 2 CIRCUIT CYC LIGHT QTY - 6

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

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

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- ☐ **OTHER:**

Director Signature: 

Date: 4/18/18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Contact Person

Phone

Model

Serial

Description

Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc Light
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc light
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc Light
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc Light
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc light
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Strand Iris 2 26171	N/A	2 Circuit Cyc Light



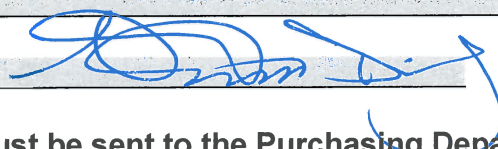
PROPERTY DISPOSAL FORM

Dept. / Division: Parks & Rec - CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352 708 5902
Year / Make / Model: BEARINGER BIZZO-PRO Vehicle No.
Miles / Hours: Serial / VIN: SEE ATTACHED
Description of Property EUROLINE BIZZO PRO LOUDSPEAKER RTF-4

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

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

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Director Signature: 

Date: 4/18/18

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



Dept./Div.	Contact Person	Phone	Model	Serial	Description
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Behringer B1220 Pro	50703151284	Loudspeaker
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Behringer B1220 Pro	50703149284	Loudspeaker
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Behringer B1220 Pro	50702622284	Loudspeaker
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	Behringer B1220 Pro	50701894284	Loudspeaker



PROPERTY DISPOSAL FORM

Dept. / Division: PARKS + REC - CPAC

Property Tag #: _____

Contact Person: Jonathan Pomerville

Phone: 352 708 5902

Year / Make / Model: PMV-14LS

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: SEE ATTACHED

Description of Property SONY 42 TRINITRON COLOR VIDEO MONITOR (3)

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

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

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☐ **OTHER:** _____

Director Signature: [Signature]

Date: 4/18/18

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Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



Dept./Div.	Contact Person	Phone	Model	Serial	Description
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	PMV-14L5	2105596	Sony Color Video Monitor
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	PMV-14L5	2102138	Sony Color Video Monitor
Parks & Rec - CPAC	Jonathan Pominville	(352) 708-5902	PMV-14L5	2104480	Sony Color Video Monitor



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 8, 2018		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number 15-B-154AK from the Volusia County B.C.C. with Ferguson Enterprises, Inc. to provide water and sewer pipes and related materials.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the Volusia County B.C.C. to provide water and sewer pipes and related materials. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1804-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Volusia County B.C.C. contract. The Volusia County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract anticipated to be spent in FY 2018 is \$750,000, which is included in the current year approved budget. Account Code: 41533-54612 = \$500,000 Account Code: 42535-54612 = \$250,000		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1804-002 RFI 1804-002.pdf		



REQUEST FOR INFORMATION

*Intent to Utilize the Volusia County B.C.C Contract for Materials for
Water & Sewer Operations*

CONTACT INFORMATION:	RFI No. 1804-002	ISSUED DATE: April 17, 2018
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 25, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services Department

(b) Company Information: Ferguson Enterprises, Inc.

(c) Contract Number and Title: 15-B-154AK titled Materials for Water & Sewer Operations

(d) Length of Contract: Contract expires October 14, 2018 with additional two (2) one-year renewal.

(e) Product or Service Provided: To provide water and sewer pipes and related materials.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

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

Recommendation of Award 15-B-154AK Materials for Water and Sewer Operations 	ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.		
Bid opened by Andrew Kokitus, Procurement Analyst Bid Opening witnessed by Jennifer Ditslear Bid Opened on September 17, 2015 Recommendation of Award: Ferguson Waterworks HD Supply Waterworks, LTD Hayes Pipe Supply, Inc. Recommendation of Award posted on September 23, 2015 County Council approval anticipated on October 15, 2015	Ferguson Waterworks 1470 Bobby Lee Point, Sanford, FL 32771 Justin Montandon, Municipal Sales 407-859-7473 Fax 407-859-9561 justin.montandon@ferguson.com	HD Supply Waterworks, LTD 590 Ferguson Drive, Orlando, FL 32805 David Bryant, Branch Manager 407-291-1545 Fax 407-291-2006 paul.thomas@hdsupply.com	Hayes Pipe Supply, Inc. 600 W Main Street, Lake Helen, FL 32744 Josh Hart, Operations Manager 386-228-9819 Fax: 386-228-9823 jhart@hayespipe.com
	Total Bid Price:	Total Bid Price:	Total Bid Price:
	\$45,395.08	\$51,635.30	\$48,052.03
	Average Percentage Discount:	Average Percentage Discount:	Average Percentage Discount:
	57.00%	46%	45.80%



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 8, 2018		
Agenda Item Name		
Resolution No. 2018-06		
Requested Action		
Request approval of Resolution No. 2018-06		
Staff Report		
Resolution No. 2018-06 is proposed to amend the City's Fiscal Year 2018 budget. The amendments are necessary to formally amend the budget primarily to update beginning fund reserves and for Council actions since January 1, 2018.		
Additional Analysis		
Fiscal Impact Summary		
Total increase to fund balance for all funds is \$10,287,779.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2018-06	Resolution No. 2018-06.docx	

CITY OF CLERMONT
RESOLUTION NO. 2018-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2017-2018**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2017 to September 30, 2018:

GENERAL FUND

1. Increase Election (10511-54915) \$ 5,744
To amend the City Clerk Department budget for actual costs related to the November 2017 election.
2. Increase Software Renewals/Support (10513-55219) \$ 8,847
Increase Capital Outlay –Equipment (10513-66401) \$ 3,070
To amend the Finance Department budget for the purchase of electronic payroll time-keeping equipment, related accessories and software maintenance.
3. Increase EOC Equipment Supplies –Irma (10519-55221-99000) \$ 48,268
To amend the Other General Government Department budget for costs incurred to operate the emergency operations center during Hurricane Irma.
4. Increase Capital Outlay – Equipment (10541-66401) \$ 3,058
To amend the Public Works Department budget for the purchase of electronic payroll time-keeping equipment and related accessories.
5. Increase Repairs & Maintenance - Building (10549-54600) \$ 12,135
To amend the Public Works Department budget for the carryforward of unexpended FY 2017 funds for building repair and maintenance.
6. Increase Capital Outlay – Land (10572-66101-38119) \$ 6,150
To amend the Parks & Recreation Department budget for appraisal services related to the purchase of the CSX property, approved by the City Council on October 25, 2016.
7. Increase Capital Outlay – Equipment (10572-66401) \$ 3,070
To amend the Parks & Recreation Department budget for the purchase of electronic payroll time-keeping equipment and related accessories.

CITY OF CLERMONT
RESOLUTION NO. 2018-06

- | | | |
|--|----|---------|
| 8. Increase Events – Light Up Clermont (10574-54810-74000) | \$ | 10,000 |
| Increase Private Contributions - Events (10366-36607) | \$ | 11,893 |
| To amend the Parks & Recreation Department budget for increased costs and contributions pertaining to Light Up Clermont. | | |
| | | |
| 9. Increase Capital Outlay – Software (10574-66404) | \$ | 5,347 |
| To amend the Parks & Recreation budget for the carryforward of unexpended FY 2017 funds for rectrac software. | | |
| | | |
| 10. Decrease Fund Balance (10399-39900) | \$ | 382,423 |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| | | |
| 11. Decrease Fund Balance (10599-59900) | \$ | 476,219 |
| Total General Fund adjustments. | | |

BUILDING SERVICE FUND

- | | | |
|--|----|---------|
| 1. Increase Fund Balance (11399-39900) | \$ | 249,263 |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| | | |
| 2. Increase Fund Balance (11599-59900) | \$ | 249,263 |
| Total Building Services Fund Adjustments. | | |

INFRASTRUCTURE SALES TAX FUND

- | | | |
|---|----|---------|
| 1. Increase Capital Outlay – Vehicles (12521-66400) | \$ | 26,072 |
| To amend the Police Department budget for the carryforward of unexpended FY 2017 funds for a replacement vehicle. | | |
| | | |
| 2. Increase Capital Outlay – Vehicles (12522-66400) | \$ | 425,000 |
| To amend the Fire Department budget for the Pumper truck ordered in FY 2017, to be received in FY 2018. | | |
| | | |
| 3. Increase Repairs & Maintenance - Streets (12541-54603) | \$ | 20,927 |
| To amend the Public Works Department budget for the carryforward of unexpended FY 2017 funds for street repairs and maintenance. | | |
| | | |
| 4. Increase Repairs & Maintenance – Sidewalks (12541-54604) | \$ | 59,043 |
| To amend the Public Works Department budget for the carryforward of unexpended FY 2017 fund for sidewalk repairs and maintenance. | | |

CITY OF CLERMONT
RESOLUTION NO. 2018-06

- | | | | |
|-----|--|----|---------|
| 5. | Increase Capital Outlay – Sidewalks (12541-66303)
To increase the Public Works Department budget for the carryforward of unexpended FY 2017 fund for sidewalk capital outlay. | \$ | 78,253 |
| 6. | Increase Capital Outlay – Other Improvements (12542-66300)
To amend the Public Works Department budget for the carryforward of unexpended FY 2017 funds for other improvements. | \$ | 88,464 |
| 7. | Increase Capital Outlay – Recreation (12542-66301)
To amend the Public Works Department budget for the carryforward of unexpended FY 2017 funds for recreation improvements. | \$ | 27,056 |
| 8. | Increase Capital Outlay – Other Improvements (12549-66300)
To amend the Public Works Department budget for the carryforward of unexpended FY 2017 funds for other improvements. | \$ | 25,000 |
| 9. | Increase Fund Balance (12399-39900)
To amend the budget to reflect actual reserves at October 1, 2017. | \$ | 629,078 |
| 10. | Decrease Fund Balance (12599-59900)
Total Infrastructure Sales Tax Fund adjustments. | \$ | 120,737 |

CEMETERY FUND

- | | | | |
|----|--|----|-------|
| 1. | Increase Capital Outlay - Other Improvement (13542-66301)
To amend the Public Works Department budget to replace the sign at the Oak Hill Cemetery approved by the City Council on February 13, 2018. | \$ | 9,980 |
| 2. | Increase Fund Balance (13399-39900)
To amend the budget to reflect actual reserves at October 1, 2017. | \$ | 5,684 |
| 3. | Decrease Fund Balance (13599-59900)
Total Cemetery Fund adjustments. | \$ | 4,296 |

RECREATION IMPACT FEES FUND

- | | | | |
|----|---|----|---------|
| 1. | Increase Fund Balance (14399-39900)
To amend the budget to reflect actual reserves at October 1, 2017. | \$ | 150,184 |
| 2. | Increase Fund Balance (14599-59900)
Total Recreation Impact Fund Adjustments. | \$ | 150,184 |

CITY OF CLERMONT
RESOLUTION NO. 2018-06

POLICE IMPACT FEE FUND

- | | |
|---|-----------|
| 1. Increase Capital Outlay – Vehicles (15521-66400) | \$ 16,901 |
| To amend the Police Department budget for the carryforward of unexpended FY 2017 funds for the purchase of vehicle accessories. | |
| 2. Increase Fund Balance (15399-39900) | \$ 10,895 |
| To amend the budget to reflect actual reserves at October 1, 2017. | |
| 3. Decrease Fund Balance (15599-59900) | \$ 6,006 |
| Total Police Impact Fund adjustments. | |

FIRE IMPACT FEE FUND

- | | |
|--|------------|
| 1. Increase Fund Balance (16399-39900) | \$ 140,878 |
| To amend the budget to reflect actual reserves at October 1, 2017. | |
| 2. Increase Fund Balance (16599-59900) | \$ 140,878 |
| Total Fire Impact Fund adjustments. | |

FIRE INSPECTION FUND

- | | |
|--|-------|
| 1. Increase Fund Balance (19399-39900) | \$ 44 |
| To amend the budget to reflect actual reserves at October 1, 2017. | |
| 2. Increase Fund Balance (19599-59900) | \$ 44 |
| Total Fire Inspection Fund Adjustments. | |

DEBT SERVICE FUND

- | | |
|--|------------|
| 1. Increase Fund Balance (22399-39900) | \$ 188,640 |
| To amend the budget to reflect actual reserves at October 1, 2017. | |
| 2. Increase Fund Balance (22599-59900) | \$ 188,640 |
| Total Debt Service Fund Adjustments. | |

CITY OF CLERMONT
RESOLUTION NO. 2018-06

CAPITAL PROJECT FUND

1. Increase Federal Grant (32331-33170-38120) \$ 8,000
To amend the budget for a United States Department of Agriculture Forest Service Grant awarded on January 25, 2018 for the Victory Pointe Project.
2. Increase Capital Outlay – Victory Pointe (32559-66300-38110) \$ 61,889
Decrease Capital Outlay – Downtown Revitalization (32559-66300-95113) \$ 61,889
To amend the Economic Development Department budget for the Victory Pointe change order #2 approved by the City Council on April 24, 2018.
3. Increase Fund Balance (32399-39900) \$ 2,024,567
To amend the budget to reflect actual reserves at October 1, 2017.
4. Increase Fund Balance (32599-59900) \$ 2,032,567
Total Capital Project Fund Adjustments.

WATER FUND

1. Increase Professional Services (41533-53100) \$ 5,177
To amend the Environmental Services Department budget for additional costs associated with the Utility Fee Study completed in December 2017.
2. Increase Fund Balance (41399-39900) \$ 2,306,429
To amend the budget to reflect actual reserves at October 1, 2017.
3. Increase Fund Balance (41599-59900) \$ 2,301,252
Total Water Fund Adjustments.

SEWER FUND

1. Increase Professional Services (42535-53100) \$ 5,317
To amend the Environmental Services Department budget for additional costs associated with the Utility Fee Study completed in December 2017.
2. Increase Fund Balance (42399-39900) \$ 1,118,218
To amend the budget to reflect actual reserves at October 1, 2017.
3. Increase Fund Balance (42599-59900) \$ 1,112,901
Total Sewer Fund Adjustments.

CITY OF CLERMONT
RESOLUTION NO. 2018-06

WATER IMPACT FEE FUND

- | | | |
|--|----|---------|
| 1. Increase Fund Balance (43399-39900) | \$ | 613,486 |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| 2. Increase Fund Balance (43599-59900) | | |
| Total Water Impact Fund Adjustments. | \$ | 613,486 |

SEWER IMPACT FEE FUND

- | | | |
|--|----|-----------|
| 1. Increase Fund Balance (44399-39900) | \$ | 2,746,423 |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| 2. Increase Fund Balance (44599-59900) | | |
| Total Sewer Impact Fund Adjustments. | \$ | 2,746,423 |

STORMWATER FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay Victory Pointe (45538-66306-38110) | \$ | 167,329 |
| To amend the Environmental Services Department budget for the Victory Pointe change order #2 approved by the City Council on April 24, 2018. | | |
| 2. Increase Professional Services – (45538-53100) | | |
| To amend the Environmental Services Department budget for additional costs associated with the Utility Fee Study completed in December 2017. | | |
| 3. Increase Fund Balance (45399-39900) | \$ | 749,613 |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| 4. Increase Fund Balance (45599-59900) | | |
| Total Stormwater Fund Adjustments | \$ | 581,444 |

SANITATION FUND

- | | | |
|--|----|---------|
| 1. Increase Professional Services (49534-53100) | \$ | 2,659 |
| To amend the Environmental Services Department budget for additional costs associated with the Utility Fee Study completed in December 2017. | | |
| 2. Increase Fund Balance (49399-39900) | | |
| To amend the budget to reflect actual reserves at October 1, 2017. | | |
| 3. Increase Fund Balance (49599-59900) | | |
| Total Sanitation Fund Adjustments. | \$ | 756,165 |

CITY OF CLERMONT
RESOLUTION NO. 2018-06

CRA FUND

1. Increase Fund Balance (60399-39900)	\$	21,789
To amend the budget to reflect actual reserves at October 1, 2017.		
2. Increase Fund Balance (60599-59900)	\$	21,789
Total CRA Fund Adjustments.		
Net Increase to Fund Balance – All Funds	\$	10,287,779

CITY OF CLERMONT
RESOLUTION NO. 2018-06

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2017-2018 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of May, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 8, 2018		
Agenda Item Name		
Resolution No. 2018-13R		
Requested Action		
Recommend to approve of an Agreement regarding Easement, Improvements, Maintenance and cost sharing for the Future Public Works Property with Clermont Commerce Park, LLC.		
Staff Report		
The existing Public Works Site is over 25 years old and has met its useful lifespan, particularly with the growth of the City and the Public Works Department. In 2014, a space needs analysis was performed, verifying the need to relocate and rebuild the Public Works site. In June 2017, City Council approved a Resolution authorizing the purchase of property from Clermont Commerce, LLC for property located on Hancock Road consisting of 18 acres in the amount of \$1.8 million. As part of the Public Works project initiation and in an effort to maximize funds, cost sharing on major improvements including water, sewer, Stormwater and mass grading is recommended as well as long term maintenance costs of these common improvements to be shared by both parties. Staff recommends approval of the Agreement regarding Easement, Improvements, Maintenance and cost sharing for the Future Public Works Property with Clermont Commerce Park, LLC.		
Additional Analysis		
Fiscal Impact Summary		
The agreement will be used to determine the total project construction cost that will be approved by the City Council at a later date.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018-13R Easements improvements maintenance and cost sharing PW	2018-13R Easements improvements maintenance and cost sharing PW.doc	
2. hancock Easement Maint Cost Sharing DFM changes - CLEAN - KS3E	hancock Easement Maint Cost Sharing DFM changes - CLEAN - KS3E.docx	



CITY OF CLERMONT
RESOLUTION NO. 2018-13R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE AGREEMENT REGARDING EASEMENTS, IMPROVEMENTS, MAINTENANCE AND COST SHARING BETWEEN CLERMONT COMMERCE PARK, LLC AND THE CITY OF CLERMONT AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, that:

SECTION 1.

The City Council does hereby approve the acceptance of the Agreement regarding Easements, Improvements, Maintenance and Cost Sharing for the Future Public Works Property between Clermont Commerce Park, LLC and the City of Clermont, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-13R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 8th day of May, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Prepared by and Return to:
JOHN KINGMAN KEATING, ESQUIRE
KEATING & SCHLITT, P.A.
TELEPHONE: 407.425.2907 □ FACSIMILE: 407.425.6345
250 EAST COLONIAL DRIVE, SUITE 300
ORLANDO, FLORIDA 32801
E MAIL: jkk@keatlaw.com

RECORDING INFORMATION ABOVE THIS LINE

**AGREEMENT REGARDING EASEMENTS,
IMPROVEMENTS, MAINTENANCE AND COST SHARING**

THIS AGREEMENT REGARDING EASEMENTS, IMPROVEMENTS, MAINTENANCE AND COST SHARING (the "Agreement") is made and entered into this ____ day of May, 2018, by **Clermont Commerce Park, LLC, a Florida limited liability company** ("CCP, LLC"), with a mailing address of 250 East Colonial Drive, Suite 300, Orlando, Florida 32801 and the **CITY OF CLERMONT, a Florida municipal corporation** ("Clermont"), whose address is 685 West Montrose Street, Clermont, Florida.

W I T N E S S E T H:

WHEREAS, CCP, LLC's predecessor in title was the fee simple owner of that certain parcel of real property located in Lake County, Florida, more particularly described as the "Property" on the attached Exhibit "A" (the "Property"), which Property, together with the Clermont Parcel and Retained Parcels (both as hereinafter defined) which comprise it, are depicted on the attached Exhibit "A-1"; and

WHEREAS, CCP, LLC has conveyed a portion of the Property to Clermont, which portion is more particularly described as the "Clermont Parcel" on the attached Exhibit "B" (the "Clermont Parcel"), and CCP, LLC has retained ownership of the remainder portions of the Property which remainder portions are more particularly described as "West Parcel," "Easement Parcel," and "Drainage Parcel" on the attached Exhibit "C" (West Parcel, Easement Parcel, and Drainage Parcel being collectively referred to herein as the "Retained Parcels"); and

WHEREAS, simultaneous with the conveyance of the Clermont Parcel to Clermont, CCP, LLC and Clermont desire to declare, reserve, grant, and convey certain rights, interests, duties and obligations, including, without limitation, access, utilities, drainage and fence easements, improvements (on-site and off-site), maintenance and cost sharing agreements which will benefit and burden various portions of the Property, all on terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCP, LLC and Clermont agree as follows:

1. Easement for Transmission and Retention of Stormwater and Surface Water. CCP, LLC hereby declares, reserves, grants and conveys for the benefit of the Clermont Parcel a perpetual, non-exclusive easement, right, license and privilege for: (a) the transmission and conveyance through designated

underground conduits and pipes within the Incoming Transmission Easement Area (as hereinafter defined) of stormwater and surface water which originates from the Clermont Parcel and is deposited into the Pond Easement Area (as hereinafter defined) (the "Incoming Transmission Easement"); and (b) the deposition and retention within the Pond Easement Area of such stormwater and surface water which traverses the Incoming Transmission Easement Area and originates from the Clermont Parcel (the "Pond Easement"). The underground and above ground pipes, lines, conduit, and other facilities associated with the surface water drainage system referenced above shall be collectively referred to as the "Drainage Facilities." The Incoming Transmission Easement shall be contained within the Incoming Transmission Easement Area and the Pond Easement shall be contained within the Pond Easement Area, both as described and depicted on the attached composite Exhibit "D." The Incoming Transmission Easement Area may not be described and depicted on Exhibit "D" at the time of execution of this Agreement and in such event the parties shall cooperate to determine the specific location, dimensions, and legal descriptions of the Incoming Transmission Easement Area consistent with and as dictated by the planned development on the Clermont Parcel and Retained Parcels, the recommendation of their engineers and such engineers' plans and specifications, and the requirements of all permits and approvals issued by applicable governmental authorities. The Incoming Transmission Easement Area and Pond Easement Area may hereinafter collectively be referred to as the "Drainage Easement Areas." It is understood that the planned development on the Retained Parcels may include modifications to the concept plan attached to the PUD Ordinance (as hereinafter defined) to develop portions of the Easement Parcel and the location of portions of the Pond Easement Area within the Easement Parcel. All stormwater and surface water which originates from the Retained Parcels shall also be transmitted to and retained in the Pond Easement Area. As a result, the Pond Easement Area shall be sufficient to serve the stormwater and surface water drainage and retention requirements of the Clermont Parcel and Retained Parcels as fully developed or otherwise, provided the impervious surface of the Clermont Parcel and Retained Parcels shall not exceed eighty percent (80.00%).

2. Easements for Sanitary Sewer. CCP, LLC hereby declares, reserves, grants and conveys for the benefit of the Clermont Parcel and Retained Parcels a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the CCP Sanitary Sewer Easement Area (as hereinafter defined) of such underground and above ground utilities pipes, lines, wires, conduit, and other facilities (the "CCP Sanitary Sewer Facilities") as may be necessary to provide sanitary sewer to the Clermont Parcel and the Retained Parcels, as fully developed or otherwise (but which shall not include or allow any such facilities which do not provide direct service solely to the Clermont Parcel) (the "CCP Sanitary Sewer Easement"). The CCP Sanitary Sewer Easement shall be contained within the CCP Sanitary Sewer Easement Area as described and depicted on the attached composite Exhibit "E." Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels. If CCP, LLC reasonably determines that the location of the CCP Sanitary Sewer Easement Area or CCP Sanitary Sewer Facilities does adversely impact its planned improvements or otherwise desires to relocate them within the Retained Parcels, they may be relocated elsewhere within the Retained Parcels, including along the east boundary of the Hancock Road right-of-way. The costs of any such relocation shall be borne solely by CCP, LLC if occurring after the CCP Sanitary Sewer Facilities have been permitted and construction has started within the CCP Sanitary Sewer Easement Area and shall be shared between the parties as contemplated by Section 9 if occurring prior to such permitting and commencement of construction. It is the intention of CCP, LLC and Clermont that the CCP Sanitary Sewer Facilities originating north of the Retained Parcels shall, if they are not located within the CCP Sanitary Sewer Easement Area, either run along the western boundary of the Easement Parcel or along the east boundary of the Hancock Road right-of-way.

Clermont hereby declares, reserves, grants and conveys for the benefit of the Retained Parcels and the Clermont Parcel a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the

Clermont Sanitary Sewer Easement Area (as hereinafter defined) of such underground and above ground utilities pipes, lines, wires, conduit, lift stations and other facilities (the "Clermont Sanitary Sewer Facilities") as may be necessary to provide sanitary sewer to the Clermont Parcel and the Retained Parcels, as fully developed or otherwise (but which shall not include or allow any such facilities which do not provide direct service solely to the Clermont Parcel) (the "Clermont Sanitary Sewer Easement"). The Clermont Sanitary Sewer Easement shall be contained within the Clermont Sanitary Sewer Easement Area as described and depicted on the attached composite Exhibit "F." It is the intention of CCP, LLC and Clermont that the private lift station which shall service only the Clermont Parcel and Retained Parcels as fully developed is to be located at the northeast corner of the Clermont Parcel within the Clermont Sanitary Sewer Easement Area.

3. Easement for Potable Water. Clermont hereby declares, reserves, grants and conveys for the benefit of the Retained Parcels a perpetual, non-exclusive easement, right, license and privilege for the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the Potable Water Easement Area, more particularly described on the attached composite Exhibit "G" ("Potable Water Easement Area") [same as Access Road Easement Area], of such underground and above ground utilities pipes, lines, conduit, and other facilities (the "Potable Water Facilities") as may be necessary to provide Potable Water to the Retained Parcels, as fully developed or otherwise (the "Potable Water Easement"). Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels. Clermont shall be obligated to extend the potable water lines from the west side of the Hancock Road into the area of the intersection of the Access Road Easement Area and the east side of the Hancock Road right-of-way and provide a connection to the southwest area of the West Parcel immediately adjacent and north of the Access Road Easement Area for CCP, LLC to tap into the Potable Water Facilities to serve the development on the Retained Parcels. All costs and expenses associated therewith shall be invoiced and paid in accordance with the procedure of Section 9 and 10 herein below. The location of such connection shall be consistent with and as dictated by the planned development on the West Parcel, the recommendation of the parties' engineers.

4. Access Road Easement. CCP, LLC and Clermont hereby declare, reserve, grant and convey for the benefit of the Clermont Parcel and the Retained Parcels a mutual perpetual, non-exclusive easement, right, license and privilege for passage and use, both pedestrian, vehicular and otherwise, in, under, over, across, upon and through the Access Road Easement Area, as more particularly described on the attached composite Exhibit "H" (the "Access Road Easement Area"), and including the installation, construction, operation, use, inspection, maintenance, repair and replacement, from time to time, within the Access Road Easement Area and within the Hancock Road right-of-way, of such paving, curbing, storm water, driveways, aprons, berms, sidewalks, traffic signals, deceleration lanes, Hancock Road right-of-way improvements, traffic control facilities, and other related improvements (the "Access Road Facilities") as may be necessary to provide improved road and driveway access to the Clermont Parcel and Retained Parcels as fully developed or otherwise (the "Access Road Easement"). Provided, the foregoing shall not cause or result in the alteration of the layout, location, construction and use of any planned improvements for the Retained Parcels.

5. Fence Easement. Along portions of the common boundary line between the Retained Parcels and the Clermont Parcel as shown on the attached Exhibit "I" (the "Common Boundary Line") the parties agree to permit, construct, maintain, repair and replace (as needed) a chain link fence (or such other type of fence or wall mutually agreed between the parties) with such covering as is required by the PUD Ordinance (the "Fence") along the Common Boundary Line, with the intention that the centerline of the Fence (*i.e.*, the

center line of the vertical portion of the Fence) shall be approximately coterminous with the Common Boundary Line. CCP, LLC and Clermont hereby declare, reserve, grant and convey for the benefit of the Clermont Parcel and the Retained Parcels a mutual perpetual, non-exclusive easement, right, license and privilege to construct, maintain, repair and replace (as needed) the Fence along the Common Boundary Line and within an area two (2) feet (or more as reasonably required) on either side of the Common Boundary Line, as more particularly described on the attached Exhibit "I" (the "Fence Easement Area"). Clermont shall be responsible for the initial construction and placement of the Fence and all costs and expenses associated therewith shall be invoiced and paid in accordance with the procedure of Section 9 and 10 hereinbelow. Notwithstanding the foregoing, along the Common Boundary Line adjacent to the Easement Parcel the Fence shall be located off of the Common Boundary and fully within the Clermont Parcel to comply with the improvements restrictions imposed by Duke Energy (or its successors) within the Easement Parcel.

6. Relocation of Certain Easement Areas. In the event any of the Easement Areas are relocated or modified as allowed by and in accordance with the terms and conditions hereof, including the determination of the specific location of the Incoming Transmission Easement Area after the execution of this Agreement, thereafter the parties shall execute and record an amendment to this Agreement confirming the specific location, dimensions, and legal descriptions of the relocated or modified Easement Area and shall record an amendment to this Agreement confirming the foregoing, including the substitution of any required exhibits. If agreed to by both parties, any Easement Area may be more specifically defined to reflect the actual location of any Facilities within such Easement Area.

7. Term of Easements. The easements granted and imposed by this Agreement shall be perpetual, becoming effective on the date hereof and remaining in full force and effect forever; unless terminated or modified by written agreement, properly executed and recorded, between the parties hereto, or their respective successors or assigns. The easement rights created by this Agreement shall be binding upon all parties or persons claiming under them and shall run with the Property for the aforesaid term. The Incoming Transmission Easement Area, Pond Easement Area, CCP Sanitary Sewer Easement Area, Clermont Sanitary Sewer Easement Area, Potable Water Easement Area, Access Road Easement Area, Fence Easement Area shall be collectively referred to herein as the "Easement Areas."

8. Reservation of Rights. CCP, LLC and Clermont each hereby reserve unto themselves, and their successors and assigns, all right, title, interest and privilege associated with the fee simple ownership of the Easement Areas described in Section 1, 2, 3, 4, and 5 subject only to the continued exercise and use of the easement rights granted in Sections 1, 2, 3, 4, and 5 of this Agreement. CCP, LLC's and Clermont's reservations shall include, without limitation, the right to: (a) convey, grant, assign or transfer fee simple, easement or other rights, titles or interests in the Easement Areas, including the dedication of portions of the Easement Areas to the public; (b) to mortgage, pledge or otherwise encumber the Easement Areas; (c) to subdivide and plat the Easement Areas or portions thereof; (d) improve, develop, construct, alter, renovate, or repair the Easement Areas, including the placement of roadways, streets, sidewalks, curbs, and other improvements within the Easement Areas.

9. Construction and Maintenance of Easement Areas and Facilities; Facilities Costs. Unless otherwise agreed to by the parties in writing, Clermont shall be responsible for carrying out the engineering, permitting, approval, development, construction, improvement, operation, maintenance, repair, and renovation of the Drainage Facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, Potable Water Facilities, Access Road Facilities, Hancock Road Facilities (as hereinafter defined), and Fence along the Common Boundary Line (the Drainage Facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, Potable Water Facilities, Access Road Facilities, Hancock Road Facilities, and Fence along the Common Boundary Line may hereinafter collectively be referred to as the "Facilities"). It is the intention of the parties that the permitting and construction of the Facilities shall be promptly initiated

and completed so that their completion is contemporaneous with the earlier to occur of the anticipated development and occupancy of the improvements on the Clermont Parcel or Retained Parcels. Notwithstanding whether CCP, LLC or Clermont is responsible for the development, construction, improvement, operation, maintenance, repair, renovation, approval and permitting of Facilities, and except as provided hereinbelow related to the North Access Hancock Road Facilities (as hereinafter defined) and Drainage Facilities within the Incoming Transmission Easement Area, CCP, LLC and Clermont, and their successor and assigns, agree to pay all costs, expenses, and fees associated with their development, construction, improvement, operation, maintenance, repair, renovation, approval and permitting of such Facilities (collectively the "Facilities Costs") as provided herein. CCP, LLC shall be responsible for forty-three percent (43.00%) of the Facilities Costs (the "CCP, LLC Cost Percentage") and Clermont shall be responsible for fifty-seven percent (57.00%) of the Facilities Costs (the "Clermont Cost Percentage"). The party performing or incurring the costs for the operation, maintenance, repair or renovation of Facilities shall invoice the non-performing or incurring party for its proportionate share of the costs. Invoices shall be provided no more frequently than once every thirty days and shall be paid within thirty (30) days of the date of the invoice. Failure to timely make any required payment shall subject the non-paying party to the interest charges and default provisions set forth in Section 10 below. Notwithstanding the foregoing, payment for development of the facilities and for major repair or renovation thereof shall be in accordance with Section 10 below. Notwithstanding the foregoing or anything else contained herein to the contrary, the cost and expense of construction, maintenance, repair and renovation of all Hancock Road Facilities directly related to or arising from the northern access road on the Retained Parcels and which are within the area of the Hancock Road right-of-way which is one hundred forty- five (145) feet north of and south of the centerline of such northern access road point (the "North Access Hancock Road Facilities") shall be paid solely by CCP, LLC. Similarly, notwithstanding the foregoing, the cost and expense of construction of the Drainage Facilities within the Incoming Transmission Easement Area shall be paid solely by Clermont. It is expressly understood by the parties that the cost-sharing provisions as set forth herein, shall not be applicable to or include any impact fees, connection fees or assessments that may be applicable to the improvements to be completed on the respective parcels. As a result, each party agrees to bear the full cost and expense of such fees as may be attributable to the development of its respective parcel. In the event any adjacent parcels are required to reimburse or pay a portion of the costs of the extension of the Facilities along Hancock Road, the parties shall prorate that reimbursement between themselves based on the CCP, LLC Cost Percentage and Clermont Cost Percentage.

10. Payment of Facilities Costs; Default. The parties agree to the following provisions related to the payment of Facilities Costs:

(a) Facilities Cost Determination. Unless otherwise agreed to by the parties in writing, following Clermont's reasonable determination of the amount of the Facilities Costs (or any specified portion or phase of such Facilities Costs) which must be incurred Clermont shall issue a Notice (the "Cost Notice") to CCP, LLC informing it of Clermont's determination and requesting CCP, LLC contribute an amount equal to the specified Facilities Cost multiplied by the CCP, LLC Facilities Cost Percentage. Within thirty (30) days of such Cost Notice, Clermont and CCP, LLC shall each deliver their respective proportionate shares of the specified Facilities Costs to Clermont to be placed in a bank account for payment of the specified Facilities Costs. In the event that either Clermont or CCP, LLC fails to timely make a required payment, such party will be deemed to be in default and subject to the provisions of Section 10(b) hereof. Any such amount owed and unpaid shall begin to accrue interest from and after the end of the thirty (30) day period, at an interest rate equal to four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal*. Notwithstanding the foregoing, CCP, LLC shall be

allowed to defer payment of its portion of the Facilities Cost until the actual commencement of construction of the specified Facilities and the receipt of written notification from Clermont specifying the date upon which Clermont intends to commence construction of such specified Facilities.

(b) Default. If either party fails to pay any amount which is required to be paid pursuant to this Agreement on or before the date when such amount is due and payable, such party shall be deemed to be in default hereunder (the "Defaulting Party"). Thereafter, the other party not in default (the "Non-Defaulting Party") shall have the following options:

(i) The Non-Defaulting Party may make a loan on behalf of the Defaulting Party in the amount of the Defaulting Party's Facilities Costs Percentage which is due and unpaid. Such loan shall be payable with interest equal to four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal*, upon the expiration of sixty (60) days from the date of the making of such loan. If such loan is not paid in full with interest by the Defaulting Party when due the Non-Defaulting Party shall have the option to pursue all available legal remedies against the Defaulting Party, including, without limitation, a cause of action for the collection and payment of the Defaulting Party's Facilities Cost Percentage amount or loan, together with interest accruing thereon, and shall also be entitled to collect all attorneys' fees and costs incurred in connection with the Non-Defaulting Party's efforts to collect any amounts owed to it by the Defaulting Party hereunder.

(ii) The Non-Defaulting Party may determine not to make a loan, but instead immediately pursue a cause of action for the collection and payment of the Defaulting Party's Facilities Cost Percentage amount, together with interest accruing thereon, and shall also be entitled to collect all attorneys' fees and costs incurred in connection with the Non-Defaulting Party's efforts to collect any amounts owed to it by the Defaulting Party hereunder.

11. Approval and Construction of Off-Site Improvements. Subject to CCP, LLC's obligation to pay for the North Access Hancock Road Facilities as set forth in Section 9 hereinabove and elsewhere in this Agreement, Clermont shall be responsible for designing, planning, engineering, permitting and obtaining all approvals, construction and completion of the following improvements (the "Off-Site Improvements"):

(a) Hancock Road (and connected roadways) right-of-way improvements required by Lake County, Florida, ("Lake County"), the Florida Department of Transportation and other governmental agencies in connection with the planned development of the Property, including, without limitation, required turn lanes, deceleration and acceleration lanes, widening, drainage, sidewalks, and traffic signalization for both the shared southern access road and the north access road located at the northwest corner of the West Parcel (the "Hancock Road Facilities").

(b) Sanitary sewer and potable water and improvements, extensions and construction required in connection with the planned development of the Property, including, without limitation, pipes, conduit, berms, and lift stations (the "Sewer and Water Improvements"), which shall commence from the point of connection for such lines and facilities at the nearest point to the Property and be of sufficient size and capacity to accommodate the

anticipated sanitary sewer and potable water necessary to serve the planned development on the Property.

(c) Electrical service required in connection with construction of the Facilities.

The foregoing Off-Site Improvements shall be completed contemporaneous with the earlier to occur of the anticipated development and occupancy of the improvements on the Clermont Parcel or Retained Parcels. The construction of the Off-Site Improvements shall be completed in a manner to allow access to Hancock Road and connection to the Sewer and Water Improvements from the boundary lines or interior of both the Retained Parcels and the Clermont Parcel. The costs for the development, design, construction, operation, maintenance and repair of the Off-site Improvements shall be apportioned between the parties as set forth in Section 9 above, except for the North Access Hancock Road Facilities, which shall be paid solely by CCP, LLC. Clermont shall provide to CCP, LLC's a Cost Notice for the Off-site Improvements and Clermont and CCP, LLC shall contribute the costs to be held by Clermont as provided in Section 9 above. Furthermore, Clermont shall be responsible for planning, engineering, permitting and obtaining all approvals, construction and completion of all mass-grading of the site for both the Retained Parcels and the Clermont Parcel (the "Mass Grading") required for the planned development of both the Retained Parcels and the Clermont Parcel. The costs for the Mass Grading shall be apportioned between the parties as set forth in Section 9 above. Clermont shall provide to CCP, LLC a Cost Notice for the Off-site Improvements and Clermont and CCP, LLC shall contribute the costs to be held by Clermont as provided in Section 10 above.

12. Approvals by Parties. The owner of the Retained Parcels and Clermont Parcel shall be provided with true, correct and complete copies of all: (a) engineering plans and specifications, (b) construction drawings or plans, and (c) applications for or requests, correspondence or communications specifically pertaining to any governmental approvals in connection with the Retained Parcels, Clermont Parcel, Drainage Facilities, Sanitary Sewer Facilities, Access Road Facilities, and any other utilities or development on the Property prior to the submission or delivery thereof to any governmental authority. No such documents shall be submitted to any governmental authority or any improvement or construction commenced related thereto unless and until they have been approved by the non-submitting owner, which approval the non-submitting owner shall not unreasonably withhold, condition or delay. Within twenty (20) days after receipt of any submittal of a proposed application or request to a governmental authority as described herein, the non-submitting owner shall provide to the submitting owner written notice stating whether the non-submitting owner has approved or disapproved the submittal of such application or request to the appropriate governmental authority. If such submittal is disapproved the notice shall also contain a statement of the non-submitting engineer's reasons for such disapproval and any questions, concerns, comments and objections thereto and suggested changes proposed by the non-submitting owner in order to render such proposed application or request acceptable to the non-submitting owner. If the non-submitting owner fails to respond, in writing, to any such submission of a proposed application or request within the aforesaid twenty (20) day period, or to any resubmission thereof necessitated by the non-submitting owner's disapproval of a previous submission, within five (5) business days after receipt of any such resubmission, then the submitting owner may give to the non-submitting owner written notice of such failure to respond, specifically stating that unless the non-submitting owner responds within five (5) business days of receipt of such notice, approval of the submission such proposed application or request to the appropriate governmental authority shall be deemed granted. If the non-submitting owner fails to respond to such notice within such five (5) business day period, the non-submitting owner shall be deemed to have approved the proposed application or request last submitted, and the submitting owner shall be entitled to submit the same to the appropriate governmental authority. Neither the owner of the Retained Parcels nor the Clermont Parcel shall have any right to approve the specific site plans or building plans pertaining to the development of any portions of the Retained Parcels or Clermont Parcel; provided, Clermont shall have all governmental

rights, subject to the that certain PUD Ordinance Number 2017-39 dated March 13, 2018 relating to approval of development and construction on the Retained Parcels, as amended (the “PUD Ordinance”).

13. Further Assurances. CCP, LLC and Clermont, and their respective successors in title and assigns, agree to reasonably cooperate with each other and all other parties and all governmental authorities having jurisdiction over the Retained Parcels and Clermont Parcel in order to finalize the location and design of the Facilities and provide such additional documentation and take such actions as may be necessary to evidence and carry out the requirements, spirit and intent of this Agreement. Both parties agree to diligently and in good faith comply with the deadlines herein and to expedite the preparation, finalization and submission of all plans, specifications, applications, permits and approvals required to facilitate the development, improvement, construction, and occupancy on both the Retained Parcels and the Clermont Parcel and to not unduly delay either parties’ construction schedules. In furtherance of the foregoing, CCP, LLC and Clermont, and their respective successors in title and assigns, covenant and agree that they will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such applications and documents reasonably requested by the parties necessary to evidence and carry out the requirements, spirit and intent of this Agreement. The easement rights granted herein are intended to serve any and all possible or potential future land uses of the Retained Parcels and Clermont Parcel. In furtherance of the easements granted and created herein there shall not be constructed or placed within the Easement Area any permanent barriers, walls, fences, improvements, structures, equipment, trees, undergrowth, motor vehicles, personal property, or other items that conflict with or would preclude, prohibit or hinder in any fashion the reasonable exercise of the easement rights contemplated hereinabove. The owners of the Retained Parcels and the Clermont Parcel agree to cooperate with each other in obtaining the necessary permits and approvals from the appropriate governmental authorities or other entities in order to construct the Facilities and develop, improve and use the Property. Clermont shall reasonably cooperate with and assist CCP, LLC in its efforts to petition the City Council of the City of Clermont to vacate and abandon the road right-of-way adjacent to the north boundary line of the Retained Parcels and established by the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, in the Public Records of Lake County, Florida.

14. Prohibitions. Notwithstanding anything contained herein to the contrary, any owner of the Retained Parcels or the Clermont Parcel shall be prohibited from taking any action or failing to take any action in the exercise of any rights or interests or the performance of any obligations hereunder if such action or failure to take action would result in:

- (a) Any owner of the Retained Parcels or the Clermont Parcel being in violation of any governmental approvals, including, without limitation, any such approvals, permits or authorizations issued by the State of Florida, the Department of Environmental Protection, the St. Johns River Water Management District, the Florida Department of Transportation, Lake County, any municipality, or any commission, agency, board, department, or instrumentality of same, related to either the Retained Parcels or the Clermont Parcel.
- (b) Any alteration in the drainage, transmission, retention, or detention of surface water on the Retained Parcels or Clermont Parcel or the stormwater and surface water drainage facilities.
- (c) Any damage, destruction, or improper use, maintenance, operation, repair, or replacement of any Facilities. stormwater and surface water drainage facilities, CCP Sanitary Sewer Facilities, Clermont Sanitary Sewer Facilities, or Access Road Facilities.

15. Defaults. The occurrence of one or more of the following events shall constitute a default under this Agreement:

(a) the failure or omission of any party to pay when due any monetary amounts it is obligated to pay pursuant to the terms hereof; provided, such failure shall continue for thirty (30) days following the date when such payment was due; or

(b) the failure of either party to keep, observe or perform any term, condition or obligation of this Agreement required hereunder to be kept, observed or performed by such party (other than a monetary default specified in Section 15(a) above); provided, such failure shall continue for thirty (30) days following the date when such performance was due.

16. Remedies; Right to Perform. Each owner of the Retained Parcels and the Clermont Parcel understands and agrees that they have a significant economic interest in ensuring expeditious, good faith compliance with this Agreement and any actions or omissions by any party hereto does not detrimentally affect the Retained Parcels and the Clermont Parcel and their improvement, development, improvement, occupancy, use and possession. Therefore, if any party hereto abandons or fails to expeditiously, diligently and in good faith fully perform its obligations hereunder, or fails to obtain a building or construction permit, certificate of completion or other required governmental approvals for the Facilities, or any other construction, improvement, development, relocation, reconstruction, re-grading, re-dimensioning, replacement, or maintenance obligations required hereunder for a period in excess of thirty (30) days following delivery of written notice describing any such failure; or (ii) if any party otherwise fails to perform its obligations hereunder, then in any of the foregoing events (such party being referred to as the "Defaulting Party"), if the Defaulting Party has not remedied such default within thirty (30) days after delivery of notice, the non-Defaulting Party shall have the option (in addition to and not in lieu of its other rights and remedies hereunder or under the Agreement), to enter the Retained Parcels or the Clermont Parcel (as applicable) and complete such construction or other obligations, and take any other measures necessary to remedy such default. The Defaulting Party shall promptly, upon demand by the non-Defaulting Party reimburse the non-Defaulting Party for all costs and expenses incurred by the non-Defaulting Party in remedying such default, plus an additional twenty percent (20.00%) administrative fee paid directly to the non-Defaulting Party. Any amounts owed by hereunder or otherwise under this Agreement shall also accrue interest at four percent (4.00%) *per annum* in excess of the prime rate, as published in the *Wall Street Journal* until paid. Furthermore, the Defaulting Party hereby grants to the non-Defaulting Party the right to file and foreclose a claim of lien against all or any portion of the Retained Parcels or the Clermont Parcel (as applicable) for all of the foregoing monetary amounts owed to the non-Defaulting Party.

17. Indemnification. CCP, LLC and Clermont each agree to indemnify the other against and hold the other harmless from and against any and all claims, damages, liability, demands, causes of action, losses, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, resulting from or occasioned from their use of their respective easement rights or such use by their tenants, licensees, invitees, employees or guests. The right to such indemnification shall not be enforceable if such claim, damage, liability, demand, cause of action, loss or costs and expenses arise from the negligent acts or omissions of the party seeking indemnification. Nothing herein shall act as or be construed as a waiver of any sovereign immunity that Clermont may enjoy as a matter of law.

18. No Public Benefit. Except as related to and part of Clermont's intended use of the Clermont Parcel as a public purpose facility, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either the Retained Parcels or Clermont Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the owners of the Retained Parcels and Clermont Parcel, and their successors, assigns, mortgagees, tenants, customers and invitees, and that nothing in this Agreement express or implied, shall confer upon any person, other than such owners, and their successors, assigns, mortgagees, tenants,

customers and invitees any rights or remedies under or by reason of this Agreement. The parties hereto shall take no action or fail to take any action which would violate the foregoing provision.

19. Notices. All notices provided for in this Agreement shall be in writing and sent or delivered to the mailing or email addresses or facsimile numbers set forth below or at such other addresses or facsimile numbers as the parties shall designate to each other in writing:

CCP, LLC	Name: Clermont Commerce Park, LLC, a Florida limited liability company; Attn.: John Kingman Keating, Esq.
	Address: 250 East Colonial Drive, Suite 300, Orlando, Florida 32801
	Phone Number / Facsimile Number / Email: 407-425-2907 / 407-425-6345 / jkk@keatlw.com
Clermont	Name: City of Clermont; Attn.: City Manager
	Address: Post Office Box 120219, Clermont, Florida 34712
	Phone Number / Facsimile Number / Email: 352-241-7358 / 352-394-4087 / DGray@clermontfl.org
with a copy to:	Name: De Beaubien, Simmons, Knight, Mantzaris & Neal, LLP; Attn.: Daniel F. Mantzaris, Esq.
	Address: 332 North Magnolia Avenue, Orlando, Florida 32801
	Phone Number / Facsimile Number / Email: 407-422 2454 / 407-992-3541 / dfm14@dbksmn.com

Any notice or demand so given, delivered or made by United States mail shall be deemed to have been given: (a) in the case of hand delivery, when delivered to the address set forth above, (b) in the case of mailing, on the third (3rd) business day after said document has been deposited in the United States Mails, postage prepaid, and sent by certified or registered mail and addressed to the other party at the address set forth above, and (c) in any case (including email or facsimile delivery) upon the actual receipt by the other party. Delivery to either party's legal counsel shall be deemed sufficient delivery. CCP, LLC and Clermont may from time to time notify the other or changes with respect to where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

20. Time of the Essence. Time, and timely performance, is of the essence of this Agreement and of the covenants, obligations, and provisions hereunder. Any time period that shall end on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. Eastern Standard (or Daylight, as applicable) Time of the next full business day.

21. Violations, Enforcement and Attorneys' Fees. The rights and obligations granted or created hereby shall be enforceable by CCP, LLC or Clermont, or their respective successor or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all

such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party. All disputes or disagreements arising under this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of forty-five (45) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Mediation may be initiated by either party within ten (10) days after either party sends written notice ("Mediation Notice") of a demand to mediate. The Mediation Notice shall contain a description of the subject matter of the mediation, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties shall agree on an AAA mediator to act as the mediator. If they are unable to agree within ten (10) days of the Mediation Notice, then they shall request that AAA provide a list of three available mediators. Each party shall have the right to strike one of such names. The remaining mediator (or if there are two, the one selected by AAA) will serve as the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city where the Premises are located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22. Successors and Assigns. The rights, titles, interests, privileges, reservations, obligations and duties herein provided shall inure to the benefit and burden of the Retained Parcels and Clermont Parcel and their respective owners, and each of their respective successors, assigns, grantees, transferees, including, without limitation, their respective mortgagees, tenants, licensees, invitees, customers, patients, employees and guests. In the event either the Retained Parcels or the Clermont Parcel shall be further subdivided or any portions thereof shall have different owners, then all of such subsequent owners, successors, assigns, grantees, or transferees, shall have joint and several liability for the obligations, duties and liabilities set forth herein and in this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK
-SIGNATURES AND NOTARY CERTIFICATIONS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement Regarding Easements, Improvements, Maintenance and Cost Sharing to be executed as of the date first written above.

WITNESSES:

CLERMONT COMMERCE PARK, LLC
**CLERMONT COMMERCE PARK, LLC, a
Florida limited liability company**

WITNESS SIGNATURE

WITNESS NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

By: _____
John Kingman Keating
As its Manager

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, John Kingman Keating as Manager of Clermont Commerce Center, LLC, a Florida limited liability company, personally appeared before me and executed or acknowledged his previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that John Kingman Keating, is the same person either executing or acknowledging execution of the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____ . **WITNESS** my hand and official seal in the State and County aforesaid this ____ day of May, 2018.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

WITNESSES:

WITNESS SIGNATURE

WITNESS NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

CLERMONT

**CITY OF CLERMONT, a Florida municipal
corporation**

By: _____
Gail Ash
As its Mayor

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Gail Ash as Mayor of the City of Clermont, a Florida municipal corporation, personally appeared before me and executed or acknowledged his previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that Gail Ash, is the same person either executing or acknowledging execution of the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____. **WITNESS** my hand and official seal in the State and County aforesaid this ____ day of May, 2018.

Notary Public Signature

(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE WEST 1,660 FEET OF THE NORTHWEST ONE-QUARTER ($\frac{1}{4}$) OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS THE SOUTH 1,575 FEET OF THE NORTH ONE-HALF ($\frac{1}{2}$) OF THE WEST 1,660 FEET OF SAID NORTHWEST ONE-QUARTER ($\frac{1}{4}$) AND LESS THE ROAD RIGHT-OF-WAY OF LAKE HANCOCK ROAD ON THE WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE, RUN NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER ($\frac{1}{4}$), A DISTANCE OF 25.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE HANCOCK ROAD (COUNTY ROAD 3-1255) AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,635.24 FEET TO THE EAST LINE OF THE AFORESAID WEST 1,660.00 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°57'45" EAST, PARALLEL WITH AND 1,660.00 FEET EAST OF, PERPENDICULAR MEASURE, THE WEST LINE OF SAID NORTHWEST ONE-QUARTER ($\frac{1}{4}$), A DISTANCE OF 949.22 FEET TO THE NORTH LINE OF AFORESAID SOUTH 1,575.00 FEET; THENCE RUN SOUTH 89°43'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,635.12 FEET TO THE AFORESAID EAST RIGHT-OF WAY LINE, THENCE RUN NORTH 00°57'47" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 957.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1" - DEPICTION OF THE PROPERTY

[INSERT SKETCH OF DESCRIPTION OF THE 4 PARCELS FROM ALLEN & COMPANY]

EXHIBIT "B" - LEGAL DESCRIPTION OF THE CLERMONT PARCEL

CLERMONT PARCEL (PARCEL "D"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; T HENCE RUN SOUTH 00°57'47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 526.00 FEET; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 285.00 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 512.82 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 780.41 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 58.99 FEET TO THE NORTH LINE OF THE SOUTH 1575 FEET OF THE WEST 1660 FEET OF AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 89°43'18" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1635.12 FEET TO AFORESAID EASTERLY RIGHT OF WAY LINE; THENCE RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 281.00 FEET TO THE POINT OF BEGINNING.

[CONTAINING 620,770.01 SQUARE FEET (14.25 ACRES), MORE OR LESS.]

EXHIBIT "C" - LEGAL DESCRIPTION OF RETAINED PARCELS

WEST PARCEL (PARCEL "A"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 50°14'58" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 611.57 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 512.82 FEET; THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 285.00 FEET; THENCE RUN SOUTH 90°00'00" WEST FOR A DISTANCE OF 526.00 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD; THENCE RUN NORTH 00°57'47" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.16 FEET TO THE POINT OF BEGINNING.

[CONTAINING 468,061.42 SQUARE FEET (10.75 ACRES), MORE OR LESS.]

EASEMENT PARCEL (PARCEL "B"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 579.99 FEET TO THE WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 925, PAGE 230 OF AFORESAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 312.77 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 50°14'58" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 979.41 FEET TO THE EAST LINE OF THE WEST 1660

FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 263.86 FEET TO THE AFORESAID WESTERLY LINE OF A 30 FOOT UTILITY EASEMENT; THENCE DEPARTING SAID EAST LINE RUN NORTH 50°14'58" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING.

[CONTAINING 237,139.56 SQUARE FEET (5.44 ACRES), MORE OR LESS.]

DRAINAGE PARCEL (PARCEL "C"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE RUN NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD (COUNTY ROAD 3-1255), AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 999 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 892.76 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 742.48 FEET TO THE EAST LINE OF THE WEST 1660 FEET OF THE AFORESAID NORTHWEST 1/4 OF SECTION 34; THENCE RUN SOUTH 00°57'45" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 626.37 FEET TO THE EASTERLY LINE OF A 170 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 320, PAGE 610 OF AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 50°14'58" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 979.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 232,501.86 SQUARE FEET (5.34 ACRES), MORE OR LESS.

COMPOSITE EXHIBIT “D” - LEGAL DESCRIPTION AND DEPICTION OF THE
INCOMING TRANSMISSION EASEMENT AREA AND POND EASEMENT AREA

COMPOSITE EXHIBIT "E" - LEGAL DESCRIPTION AND DEPICTION OF THE
CCP SANITARY SEWER EASEMENT AREA

COMPOSITE EXHIBIT “F” - LEGAL DESCRIPTION AND DEPICTION OF THE
CLERMONT SANITARY SEWER EASEMENT AREA

COMPOSITE EXHIBIT “G” - LEGAL DESCRIPTION AND DEPICTION OF THE
POTABLE WATER EASEMENT AREA

COMPOSITE EXHIBIT “H” - LEGAL DESCRIPTION AND DEPICTION OF THE
ACCESS ROAD EASEMENT AREA

EXHIBIT "T" - LEGAL DESCRIPTION AND DEPICTION OF THE
FENCE EASEMENT AREA



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 8, 2018		
Agenda Item Name		
Variance Request <i>Mazda</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The applicant, is requesting a variance to allow a ground sign to exceed the maximum 10 feet height as required by the Land Development Code, Section 102 – Signs. For property located at 17500 State Road 50, operated as the Mazda Car Dealership. The Land Development Code, Section 102-15 require single occupancy commercial parcels fronting State Road 50 be permitted one ground sign that shall not exceed ten (10) feet in height. The applicant is requesting a 35 feet in height ground sign. The proposed sign exceeds the Code height requirements by 25 feet. The applicant has referenced other auto dealerships that have ground signs that exceed the 10 feet height permitted. Staff does acknowledge that information is correct; but many of those parcels and signs were developed and constructed in Lake County; and later annexed into the City of Clermont. There are several recently annexed parcels with existing ground signs that exceed the maximum 10 feet height; the existing signs is considered nonconforming to the City of Clermont Sign Code. The current City Code, Section 102-24; indicates an existing nonconforming sign may be continued and shall be maintained in good condition, however, a nonconforming sign shall not be structurally changed, structurally altered or enlarged, expanded or extended. The intent of the Sign Code, Section 102, is to regulate signage for purposes of esthetics and to preserve and promote the city as a desirable community in which to live, visit and do business. The sign regulations were prepared with the intent of enhancing the suburban environment and promoting the continued well-being of the city. The other signs along State Road 50, the commercial corridor, that have been constructed in the City of Clermont are in compliance with the maximum 10 feet height allowed for ground signs. It is the intent of the Code, to provide uniform sign criteria that regulates the size, height, placement and number of signs allowed that is compatible to the suburban scale and character of the city. By specifying criteria for all signage that protect and maintain the visual integrity of roadway corridors by establishing regulations that are designed to protect motorist from visual distractions, obstructions and hazards. Therefore, Staff recommends denial of the variance request to the Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	86-174 Variance Review Criteria-Mazda Sign Variance	86-174 Variance Review Criteria-Mazda Sign Variance.pdf
2.	Location Map-Mazda	Location Map-Mazda.pdf
3.	Revised Statement of Justification for Mazda Sign Variance - New City Review Criteria	Revised Statement of Justification for Mazda Sign Variance - New City Review Criteria.pdf
4.	Sign Pictures	Sign Pictures.pdf
5.	Application	Application.pdf
6.	MAZDA SIGN VARIANCE AD	MAZDA SIGN VARIANCE AD.pdf

Mazda Headquarters - Sign Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *The Applicant’s request to have an increased sign height will not interfere with the adjacent or nearby property owners. There are two special conditions peculiar to this property: 1-The Mazda dealership is required to adhere to corporate branding and 2-The topography of the site along State Road 50, a six-lane, divided highway with a speed limit of 50 miles per hour, makes it difficult for motorists to see the signage at the permitted ground height for commercial zoning.*

Staff comments: *The Land Development Code, Section 102-15 provides single occupancy commercial parcels fronting State Road are permitted one ground sign with a maximum height not to exceed 10 feet. The intent of the Sign Code is to ensure adequate means of communication through signage while maintaining a safe environment and attractive appearance within the city. By specifying criteria for all signage that protect and maintain the visual integrity of roadway corridors by establishing a maximum square footage, height, placement, and number of signs allowed that is consistent and designed to protect motorists from visual distractions, obstructions and hazards.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *The Applicant is requesting the same equitable treatment as similar dealerships in the area. Toyota has two ground signs, one is 22-ft in height and the other is 35-ft in height. Nissan has a ground sign that is 20-ft in height. The approved plans for those signs are enclosed. The Applicant will not receive any special privilege over the other existing auto dealerships, in fact, the Applicant is at a disadvantage due to the increased signage afforded to the Toyota and Nissan dealerships. By granting the requested variance, the Applicant will be granted signage that is comparable to the nearby competitors – although smaller than Toyota. The Applicant is currently limited to one ground sign no more than 10-ft in height. Without the requested variance, the Nissan dealership sign will be double the height of Mazda’s and Toyota will have a sign that is 3.5 times higher, leaving the Applicant’s business at a major disadvantage.*

Staff comments: *The Toyota and Nissan dealerships were developed and permitted in Lake County and later annexed into the City of Clermont; the existing signage is considered nonconforming to City of Clermont Sign Code; annexed properties with existing nonconforming signs may be continued and shall be maintained in good condition, however, a nonconforming sign shall not be structurally changed, structurally altered or enlarged, expanded or extended.*

Negative findings

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The requested variance is to increase the height of the sign, not to increase the copy area. The size is the minimum needed for visibility. The proposed sign will meet the landscape requirement of the sign code and will be a ground sign. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the manufacturer's national branding requirements.

Staff comments: The intent of the Sign Code, Section 102, is to regulate signage for purposes of esthetics and to preserve the city as a desirable community in which to live, visit and do business. The sign regulations are prepared with the intent of enhancing the suburban environment and promoting the continued well-being of the city. The other signs along State Road 50, the commercial corridor that have been constructed and permitted in the City of Clermont are in compliance with the maximum 10 feet height allowed for ground signs.

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: The request is consistent with the City's Comprehensive Plan.

Staff comments: Granting of the variance is not in conflict with the City of Clermont comprehensive plan.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The requested variance is to increase the height of the sign, not to increase the copy area. The size is the minimum needed for visibility. Furthermore, the request will meet the landscape requirement of the sign code and will be a ground sign. The proposed sign will promote effective advertising and will not contribute to sign clutter. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetic of the area. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the manufacturer's national branding requirements.

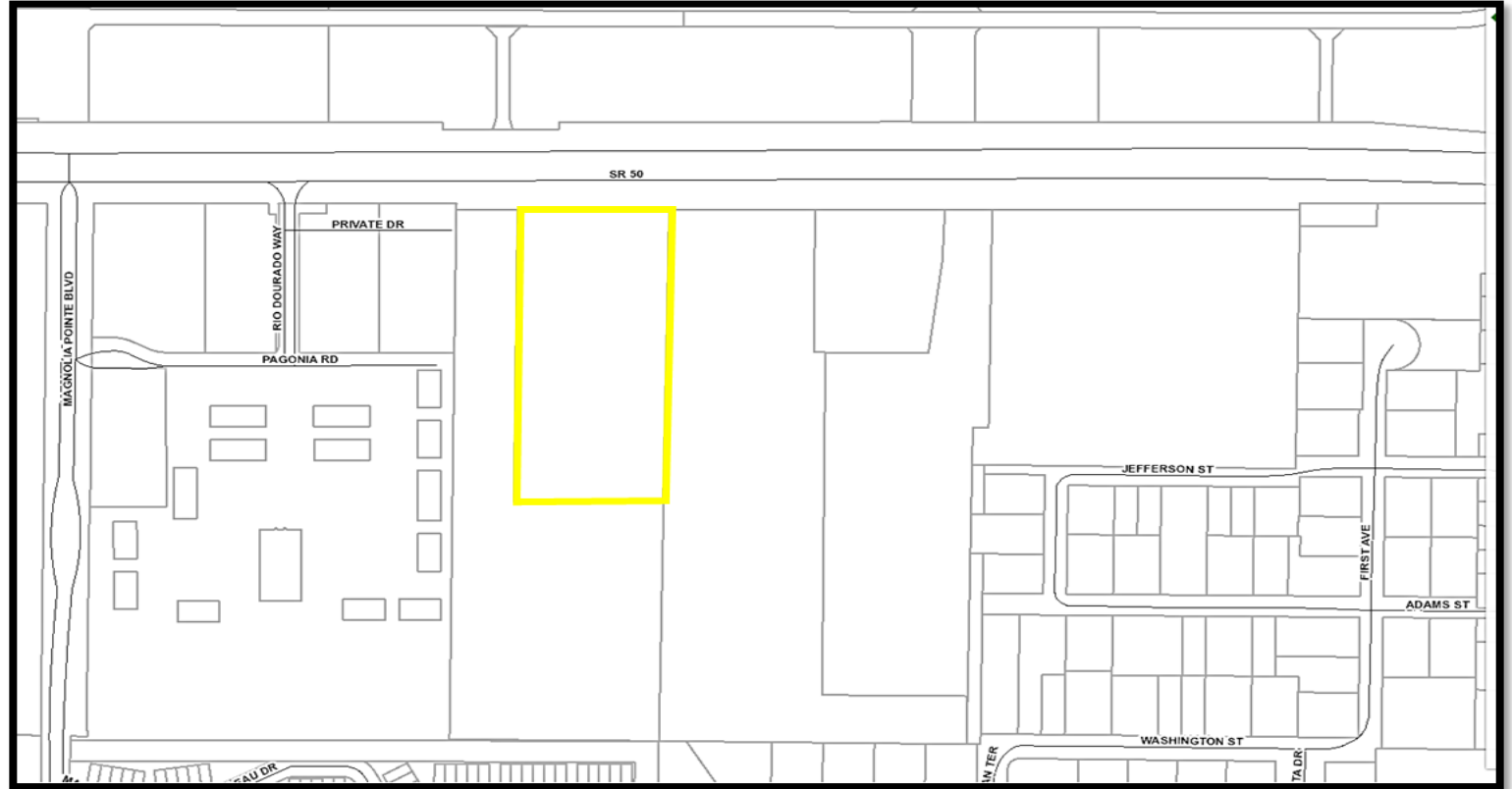
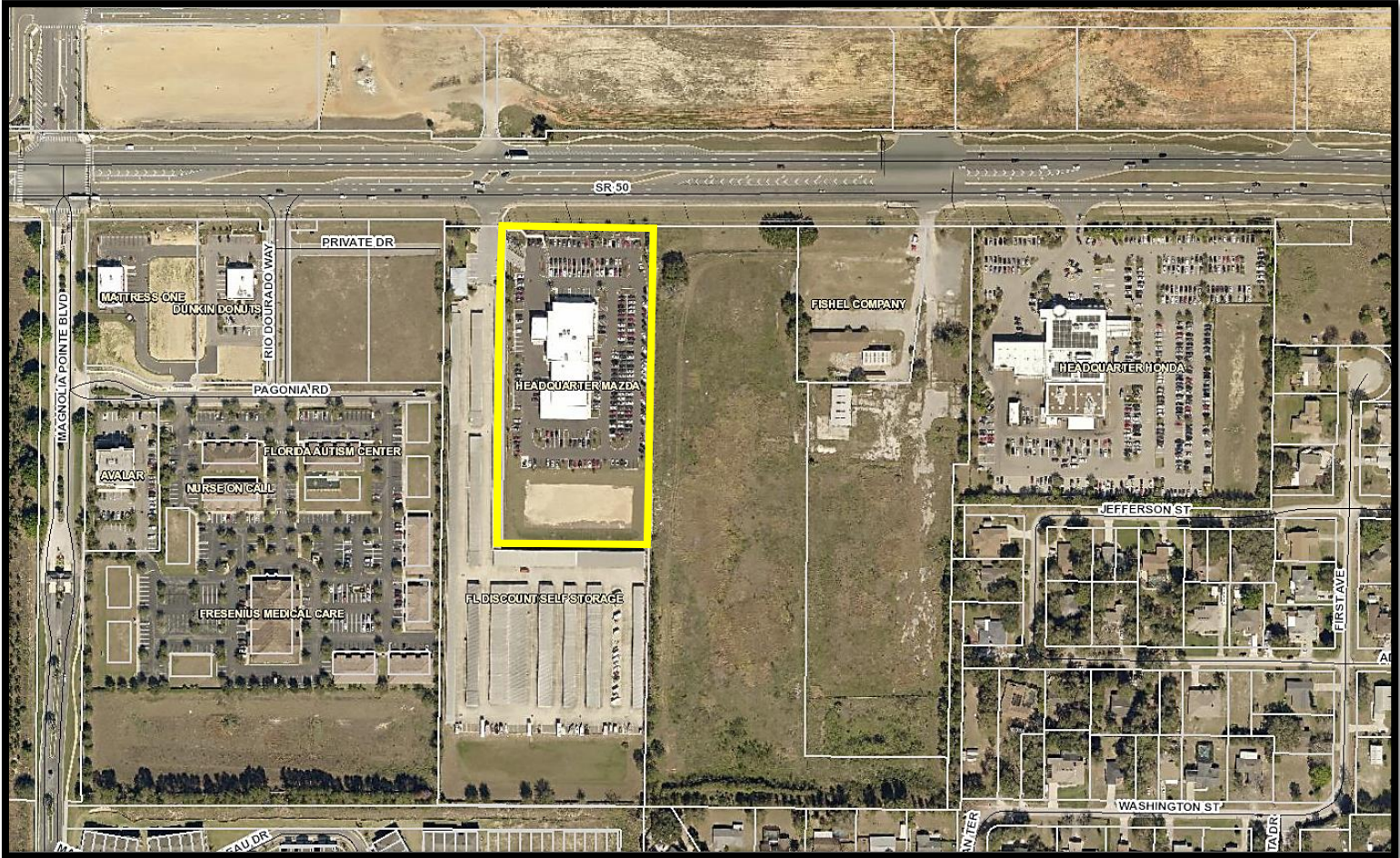
Further evidence that the benefit of granting the variance outweighs the benefits if the variance were denied, because the property currently contains a permitted billboard that the Applicant is willing to remove at the end of the existing lease as a condition of this variance. Removing the billboard as soon as legally allowed will further the intent and purpose of the code by removing a prohibited use (off-site signs), and beautifying the SR 50 corridor.

Staff comments: The variance request if granted will allow a sign that exceeds the maximum 10 feet height allowed for ground signs and is out of character with surrounding ground signs located along the State Road 50 corridor. It is the intent of the Land Development Code, Section 102, to provide uniform sign criteria that regulates the size, height, number and placements of signs in a manner that is compatible to the suburban scale and character of the city.

Negative finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on Review Criteria and Findings in order to grant a variance, and staff believes that four of the five do not meet a positive finding. Therefore, staff recommends **denial** of the variance requests to the Land Development Code.

Location Map



Statement of Justification for the Headquarter Mazda Sign Variance Request

(1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The Applicant's request to have an increased sign height will not interfere with the adjacent or nearby property owners.

There are two special conditions peculiar to this property: 1-The Mazda dealership is required to adhere to corporate branding and 2-The topography of the site along State Road 50, a six-lane, divided highway with a speed limit of 50 miles per hour, makes it difficult for motorists to see the signage at the permitted ground height for commercial zoning.

(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

The Applicant is requesting the same equitable treatment as similar dealerships in the area. Toyota has two ground signs, one is 22-ft in height and the other is 35-ft in height. Nissan has a ground sign that is 20-ft in height. The approved plans for those signs are enclosed.

The Applicant will not receive any special privilege over the other existing auto dealerships, in fact, the Applicant is at a disadvantage due to the increased signage afforded to the Toyota and Nissan dealerships. By granting the requested variance, the Applicant will be granted signage that is comparable to the nearby competitors – although smaller than Toyota.

The Applicant is currently limited to one ground sign no more than 10-ft in height. Without the requested variance, the Nissan dealership sign will be double the height of Mazda's and Toyota will have a sign that is 3.5 times higher, leaving the Applicant's business at a major disadvantage.

(3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

The requested variance is to increase the height of the sign, not to increase the copy area. The size is the minimum needed for visibility. The proposed sign will meet the landscape requirement of the sign code and will be a ground sign. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the manufacturer's national branding requirements.

(4) The granting of the variance is consistent with the city's comprehensive plan; and

The request is consistent with the City's Comprehensive Plan.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

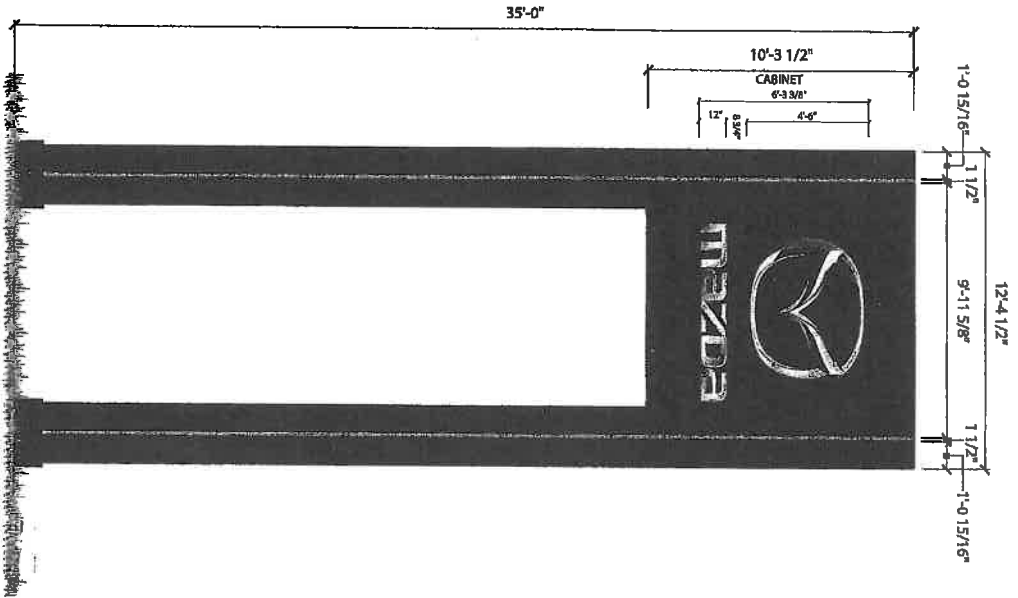
The requested variance is to increase the height of the sign, not to increase the copy area. The size is the minimum needed for visibility. Furthermore, the request will meet the landscape requirement of the sign code and will be a ground sign.

The proposed sign will promote effective advertising and will not contribute to sign clutter. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetic of the area.

The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the manufacturer's national branding requirements.

Further evidence that the benefit of granting the variance outweighs the benefits if the variance were denied, because the property currently contains a permitted billboard that the Applicant is willing to remove at the end of the existing lease as a condition of this variance. Removing the billboard as soon as legally allowed will further the intent and purpose of the code by removing a prohibited use (off-site signs), and beautifying the SR 50 corridor.

P-100-35 Detail



AGI YOUR IMAGE.
OUR PRIORITY.
ARCHITECTURAL GRAPHICS INC.

Account	MAZDA	Drawn By	GLH
Project Title:	P-100-35 Pylon Sign	AGI Rep.	D. Farmer
Scale	NTS	Approved By:	
Date Created	09/01/2018	Date Revised:	

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AGI YOUR IMAGE.
OUR PRIORITY.
ARCHITECTURAL GRAPHICS INC.

Account: MAZDA
Project Title: P-100-35 Pylon Sign
Scale: NTS
Date Created: 03/17/2018
Drawn By: GLH
AGI Rep.: D. Farmer
Approved By:
Date Revised:

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Var. 1803-0003



CITY OF CLERMONT

VARIANCE

Filing Instructions

Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-0219

(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application

DATE: February 8, 2018

FEE: \$600.00

PROJECT NAME (if applicable): Headquarter Mazda

APPLICANT: Jimmy D. Crawford, Esq.

CONTACT PERSON: Jimmy Crawford or Jennifer Cotch

Address: 1201 W. Hwy 50

City: Clermont State: Florida Zip: 34711

Phone: 352-394-7408 Fax:

E-Mail: jcrawford@lncmlaw.com and/or jcotch@lncmlaw.com

OWNER: Headquarter Auto Clermont LTD c/o Judy Farcus Serra

Address: 17500 State Road 50

City: Clermont State: Florida Zip: 34711

Phone: 305-423-4616 Fax: 305-423-4510

Address of Subject Property: 17500 Hwy 50, Clermont

General Location: South side of Hwy 50, west of Orange/Lake Co. line and east of Magnolia Pointe Blvd.

Legal Description (include copy of survey): Please find attached.

Land Use (City verification required): Commercial



Zoning (City verification required): C-2

CITY OF CLERMONT

VARIANCE

Application

Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Chapter 102- Signs

What are you proposing to do that would require a variance and why? The Applicant would like the ability to construct a sign that is comparable to the ground signs that the near by Toyota and Nissan autodealerships have along Hwy 50.

How does the Code create a hardship? The Code requires the Applicant's sign to be no more than 10 feet in height. This provides an unfair advantage to the Applicant's competitors as Toyota has 2 signs, one is 35 feet tall and the other is 22 feet tall and the Nissan sign is 20 feet tall.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: Sec. 102-12 : Height and setbacks

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Please find the attached Statement of Justification.



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
Please refer to the attached Statement of Justification.

CITY OF CLERMONT
VARIANCE
Application
Page 3

3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
Please see the attached Statement of Justification.

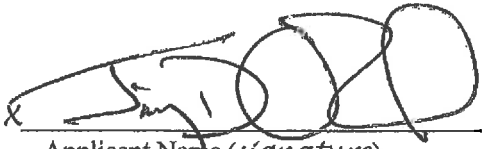
(4) The granting of the variance is consistent with the city's comprehensive plan; and
Please see the attached Statement of Justification.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.
Please see the attached Statement of Justification.

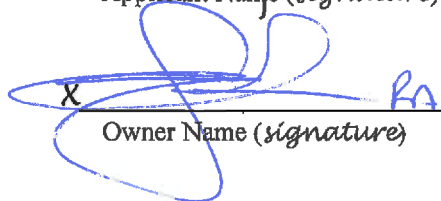


CITY OF CLERMONT
VARIANCE
Application
Page 4

Jimmy D. Crawford, Esq.
Applicant Name (print)


Applicant Name (signature)

Judy Farcus Serra, as Registered Agent
Owner Name (print)


Owner Name (signature)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Cristina Andres
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10076333
Phone: (352) 241-7331
Date: 04/27/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	04/30/2018	04/30/2018	\$94.15

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: 1) To allow a ground sign to exceed 10 feet in height as required by Section 102-15 of the Land Development Code, at the following location:

LOCATION

Headquarter Mazda of Clermont
17500 State Road 50
(Alternate Key - 2827068)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, May 8, 2018 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe
City Clerk, MMIC

Ad No: 10076333
April 30, 2018

Payment Info	
Ad Price	\$94.15
Tax	\$0.00
Sub Total	\$94.15
Prepaid Amount	\$0.00
Balance Due	\$94.15



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 8, 2018		
Agenda Item Name		
Ordinance No. 2018-20 <i>Introduction</i>		
Requested Action		
Recommend introduction of Ordinance 2018-20.		
Staff Report		
The proposed amendments to Chapter 54, Article IV Special Events address safety concerns and ensures a standardized process for the processing of Special Event Permits. The popularity of City Parks has grown exponentially and many groups and individuals seek to utilize these parks to hold special events both large and small. The existing code only requires a Special Event Permit for events over two hundred fifty (250) people. Staff has found that events under this number require oversight from multiple departments to ensure the safety of the event, surrounding park goers and the general public. By having all events complete the Special Event process, the City can provide exceptional service for all park users. City staff has observed a large number of groups and individuals setting up tables, stands and other means of distributing literature and/or materials on City property. These displays are frequently placed on walkways and trails within parks or on the trail at Waterfront Park. These displays have occasionally created safety hazards from their placement. The proposed amendment requires individuals and/or organizations wishing to utilize a display to secure a Special Event Permit. This will enable City staff to review the placement of the display to verify it meets all safety requirements and does not pose a hazard.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018-20 - Special Events Amendment 2018-20 - Special Events.docx		
2. Legal Ad O-2018-20 Special Event Amendment.doc		



CITY OF CLERMONT
ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-101, “DEFINITIONS” AND SECTION 54-102 “PERMIT REQUIRED/EXEMPTIONS”, CREATING SECTION 54-107 “DISTRIBUTION OF MATERIALS ON CITY PROPERTY”, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

Chapter 54, Street, Sidewalks and Other Public Places, Section 54-101, Definitions, is hereby amended as follows, Section 54-102, Permit Required/Exemptions is amended as follows, and Section 54-107 Distribution of Materials on City Property is hereby created at follows:

Section 54-101 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly requires otherwise:

1. *“Advertise”* is the act of publicly announcing or calling public attention to a person, thing, place, or event and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by radio, television, or newspaper. Distribution also includes the use of electronic media to include email, internet, social media sites, and other electronic means.
2. *“Event Organizer”* means a business, Corporation, Limited Liability Company, individual, or any other legal entity which organizes, sponsors, or operates a Special Event.
3. *“Regulated Property”* means all real property located within the municipal boundaries of the City of Clermont, to include the waterways, access points and lakes or other bodies of water under the control of the State of Florida or Lake County Board of County Commissioners whose use may require action by City resources such as, but not limited to, the Police, Fire or Public Works Departments. Any property within the City of Clermont owned by the Lake County School Board is exempt from this definition and the applicable requirements of this ordinance.
4. *“Parade”* is any procession, march or assembly wherein the participants travel by foot, vehicle or otherwise in or upon any street, sidewalk, public right-of-way, bicycle path, public property, or public parking facility within the City; provided, however, that “parade” shall not include a peaceful procession or peaceful picketing that is conducted off the street or roadway in conformance with all traffic laws, City ordinances and State Statutes and not in a manner as to obstruct vehicular or pedestrian traffic.



CITY OF CLERMONT
ORDINANCE NO. 2018-20

5. *“Public Use”* is any lawful utilization of city owned parks, grounds, or other facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the park grounds or facilities by the general public or by any other person or person previously authorized to utilize the same.
6. *“Special Event”* means a temporary assembly held on regulated property within the City of Clermont, not regularly used by the event organizer to conduct its business or affairs. Special Events may be “for profit” or “not-for-profit”. A Special Event shall include, but not be limited to, any ceremony, exhibition, show, concert, wedding, large gathering, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly, and any event where fireworks shall be used, exploded or displayed. ~~which is intended and/or designed or advertised with the goal of attracting participation of more than two hundred fifty (250) people and any event where fireworks shall be used, exploded or displayed.~~
7. *“Firework”* shall mean and include any combustible or explosive composition, or any substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire beneath to propel the same, firecrackers, torpedoes, skyrockets, Roman Candles, Daygo Bombs, and any fireworks containing any explosive or flammable compound or any tables or other device containing any explosive substance.

Section 54-102 Permit Required/ Exemptions

1. All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance with the provisions of this Ordinance, unless expressly exempted. No event organizer required by this Ordinance to obtain a Special Events Permit shall advertise, engage in, participate in, aid, form, or start any Special Event prior to obtaining a Special Events Permit from the City of Clermont.
 - a. Special Events requiring a permit shall be any event or activity; other than the normal day to day or seasonal operations of concerns licensed or established within the City of Clermont, which is designed, advertised, or intended to attract the participation or attendance of more than two hundred fifty (250) people.
 - b. Special Events requiring notification only shall be any events or activities, other than the normal day-to-day or seasonal operations of concerns licensed or established within the City of Clermont which is designed or intended to attract the participation of more than one hundred (100) but less than two hundred fifty (250) people.



CITY OF CLERMONT
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- c. Any organized activity, including but not limited to any ceremony, exhibition, show, concert, wedding, large gathering, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly, and any event where fireworks shall be used, exploded or displayed that is held on City property shall be required to obtain a Special Events Permit.

Section 54-107 Distribution of Materials on City Property

The City prohibits the use of any tables, stands, risers, benches, chairs or objects of any kind as a means of, or as part of, the distribution of pamphlets, handbills, circulars, newspapers, materials and/or literature on City property without an approved Special Event Permit.

SECTION 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3.

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.

Section 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of “Article” for “Ordinance”, “Section” for “Paragraph”, or otherwise to take such editorial license.

SECTION 5.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2018-20

PASSED AND ADOPTED by the City Council of the City of Clermont, this 22nd day of May, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-101, "DEFINITIONS" AND SECTION 54-102 "PERMIT REQUIRED/EXEMPTIONS", CREATING SECTION 54-107 "DISTRIBUTION OF MATERIALS ON CITY PROPERTY", REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, May 22, 2018 at 6:30pm for final enactment.

The meeting will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
May 8, 2018



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, May 8, 2018					
Agenda Item Name					
Youth Council					
Requested Action					
Staff Report					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					