



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 26, 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

PRESENTATIONS

City Spirit Award

Community Development Block Grant *First Public Hearing*

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 the Police Department and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Contractor Name Change

Consider request for contractor name change from Amec Foster Wheeler Environmental & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc.

Item No. 3 - Contract Award

Consider piggyback request of Florida State contract with Milliken Services, LLC. to provide carpet flooring in the budgeted amount of \$67,773.37

Item No. 4 - Contract Award

Consider piggyback request to Lake County B.C.C. contract with Municipal Emergency Services, Inc. to provide fire equipment parts, supplies and services in the estimated budgeted amount of \$100,000.

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|--|---|
| Item No. 5 - Single/Sole Source Purchase | Consider approval from Transportation Control Systems, Inc. to acquire traffic preemption control systems for the Fire Department in the total budgeted amount of \$62,536. |
| Item No. 6 - Scopes of Services | Consider approval of proposal for the East Water Reclamation Facility Expansion Rib Rerate project in the budgeted amount of \$127,669. |
| Item No. 7 - Event and Open Container | Consider allowing the Lake County Rowing Association to have an open container area for the "Clermont Classic Cardboard Boat Regatta" event on August 4, 2018 at Waterfront Park. |
| Item No. 8 - Event and Open Container | Consider allowing the Fondo Cycling Circuit USA to have an open container area for the "Grand Fondo" event on September 29 and 30, 2018 at Victory Pointe. |
| Item No. 9 - Scope of Services | Consider approval of proposal for the Johns Lake Road Water Main Replacement in the budgeted amount of \$83,188. |
| Item No. 10 - Event and Road Closure Request | Consider request to allow The Clermont Downtown Partnership to host their annual "Downtown Clermont Art Festival" on November 3 and 4, 2018 in Historic Downtown Clermont. |
| Item No. 11 - Event and Road Closure Request | Consider request to allow the Clermont Downtown Partnership to host their annual "Harvest Festival" on October 27, 2018 in Historic Downtown Clermont. |
| Item No. 12 - Resolution No. 2018-21R | Consider approval of FY 2018 Quarterly Budget Amendment. |
| Item No. 13 - Resolution No. 2018-23R | Consider approval of Interlocal Agreement for County-Wide Emergency Network Radio. |

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Item No. 14 - Boat Ramp Conceptual Design

Consider approval of relocated boat ramp conceptual design at Bell Ceramics.

UNFINISHED BUSINESS

Item No. 15 - Resolution No. 2018-11
Table to August 28, 2018

Consider a Conditional Use Permit to allow a 3,000 square foot convenience store with 8 fueling islands and 16 pump stations located at the southwest corner of State Road 50 and East Ave.

Item No. 16 - Ordinance No. 2018-21 *Final*
Central Business District

Consider ordinance amending residential lot sizes within the CBD zoning district.

Item No. 17 - Ordinance No. 2018-22 *Final*
Jordan Annexation

Consider ordinance to annex a parcel of land located north and northwest of the intersection of SR 50 and Omar Street.

Item No. 18 - Ordinance No. 2018-23 *Final*
Jordan Small Scale Comp Plan Amendment

Consider ordinance to change the future land use from Lake County Commercial and City of Clermont Residential/Office to City of Clermont Commercial for property located at SR 50 and Omar St.

Item No. 19 - Ordinance No. 2018-24 *Final*
Jordan Rezoning

Consider ordinance to change the zoning from Lake County Agriculture and City of Clermont R-3 Residential/Professional to City of Clermont C-2 General Commercial for property located at SR 50 and Omar St.

Item No. 20 - Ordinance No. 2018-25 *Final*
Victory Pointe Condominiums Rezoning

Consider ordinance to amend a Planned Unit Development for condominiums located northwest of the intersection of 10th Street and Montrose.

Item No. 21 - Variance Request
New Beginnings Greenhouse

Withdrawn

Item No. 22 - Resolution No. 2018-16R
Kings Crossing

Consider Conditional Use Permit to allow for a tire store with eight bays in the Planned Unit Development zoning district for property located at the southeast corner of Citrus Tower Blvd and US Highway 27.

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Item No. 23 - Variance Request
Kings Crossing

Consider request to allow for a reduction of parking spaces for a proposed tire store with eight service bays for vacant parcel at the southeast corner of Citrus Tower Blvd and US Hwy 27.

NEW BUSINESS

Item No. 24 - School Resource Officer
Agreements

Consider approval of school resource officer agreements with the School Board of Lake County and the Education Charter Foundation of Florida to provide four police officers at Lost Lake Elementary School, Cypress Ridge Elementary School, Clermont Elementary School and South Lake Imagine Charter School.

Item No. 25 - Utility Billing Multi-Cycle Billing

Consider approval of process starting in September 2018.

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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Community Development Block Grant <i>First Public Hearing</i>		
Requested Action		
Staff Report		
The City of Clermont is considering applying to the Florida Department of Economic Opportunity (DEO) for a FFY 2017 Small Cities Community Development Block Grant (CDBG) of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00). These funds must be used for one of the following purposes: 1. To benefit low and moderate income persons; 2. To aid in the prevention or elimination of slums or blight; or 3. To meet other community development needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs. The categories of activities for which these funds may be used are in the areas of housing, neighborhood revitalization, commercial revitalization, or economic development and include such improvement activities as acquisition of real property, loans to private-for-profit business, purchase of machinery and equipment, construction of infrastructure, rehabilitation of houses and commercial buildings, and energy conservation. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing. For each activity that is proposed, at least 70% of the funds must benefit low and moderate income persons. Staff recommends approval to apply to the Florida Department of Economic Opportunity (DEO) for a FFY 2017 Small Cities Community Development Block Grant (CDBG) of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1.	2017 CDBG Overview - 1st Public Hearing Presentation
2.	E-mail: Upcoming CDBG Application Cycle
	2017 CDBG Overview 6-26-18 1st Public Hearing Hand Out Clermont.pdf
	FW_ Upcoming CDBG Application Cycle.pdf

**CITY OF CLERMONT
FFY 2017 CDBG GRANT APPLICATION
FIRST PUBLIC HEARING
JUNE 26, 2018 at 6:30 P.M.**



City of Clermont
Community Development Block Grant (CDBG)
Application Process

Maximum CDBG Grant Amount: \$ 750,000.00



CDBG Categories:

- 1. Housing Rehabilitation** – Rehab/replacement of owner occupied Low to Moderate Income (LMI) homes.
- 2. Commercial Revitalization** – Streetscape, Building Façade work, etc. to the Downtown Commercial Area. City/Service Area needs to be a minimum of 51% LMI
- 3. Neighborhood Revitalization-** Infrastructure items in residential LMI areas. Examples – water line repair/replacement, sewer line repair/replacement, water system improvements, sewer system improvements, paving, drainage, community center, etc.
Beneficiaries must be at minimum 51% LMI for Application Threshold
- 4. Economic Development** – Provide infrastructure on City easement/property to facilitate a new business locating in the City or the expansion of existing business. Business must create new long term jobs and be included as the developer in the application. The City can request up to \$1,500,000.00. One new job must be created by the Developer for each \$34,999.99 in grant funds requested.

FY 2018 Income Limits Documentation System

FY 2018 Income Limits Summary

Lake County, Florida										
FY 2018 Income Limit Area	Median Income	FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Lake County	\$65,200	Extremely Low (30%) Income Limits	\$13,450	\$16,460	\$20,780	\$25,100	\$29,420	\$33,740	\$38,060	\$42,200
		Very Low (50%) Income Limits	\$22,400	\$25,600	\$28,800	\$31,950	\$34,550	\$37,100	\$39,640	\$42,200
		Low (80%) Income Limits	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500

Additional Points in Application:

➤ **Leverage Points:**

Each \$ 2,000.00 of leverage results in 1 extra point in final score of the application. Maximum of 25 points or \$ 50,000.00. Local community can exceed \$50,000.00 towards projects but will not receive additional points for leverage over the 25 point maximum.

➤ **Neighborhood Revitalization and Commercial Revitalization Projects Only:**

Engineer stamped construction plans and specifications submitted with the application by the application deadline will receive an additional 50 points for being shovel ready. All permits must be submitted for prior to application submittal to obtain these points.

- Local Government will not be reimbursed for shovel ready design cost with CDBG funds, even if application is funded.



Steps Required in CDBG Application Process

- 1.) Appoint A Citizens Advisory Task Force (CATF).
- 2.) Advertise and hold a CATF meeting discuss possible projects.
- 3.) Advertise and hold a 1st Public Hearing.
City Council obtains public comment and after public comment has been received directs staff to move forward on developing an application for one or more specific projects.
- 4.) Advertised and hold a Fair Housing Workshop before City Council.
- 5.) Advertised and hold a 2nd Public Hearing, finalize application. **Applications are due in DEO on August 13, 2018**



Open for Public Comment

From: [Terry Dykehouse](#)
To: [Carlie Zinker](#)
Subject: FW: Upcoming CDBG Application Cycle
Date: Monday, June 18, 2018 1:08:40 PM
Attachments: [04-20-18 CATF Member Household Income Survey Form.docx](#)
[image002.png](#)



Terry Dykehouse, PE, CFM
City Engineer
400 12th St., Clermont, FL 34711
Tel 352-394-7177 | Fax 352-394-8776
tdykehouse@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services

From: Melissa Fox [mailto:melissa.fox@fredfoxenterprises.com]
Sent: Friday, April 20, 2018 2:08 PM
To: James Kinzler <JKinzler@clermontfl.org>
Cc: Terry Dykehouse <tdykehouse@clermontfl.org>; Fred Fox <fred.fox@fredfoxenterprises.com>
Subject: Upcoming CDBG Application Cycle

James:

It is my understanding from Fred that the City is interested in pursuing a CDBG application for the 2017 application cycle. Please find below a list of steps we need to take to get the process moving:

1. Appoint Citizen's Advisory Task Force – **NEED TO BE APPOINTED ASAP**. Please keep in mind the following requirements:
 - a. No elected officials may serve on the CATF Board
 - b. Only one (1) City employee may serve (as long as employee lives in the City limits)
 - c. All board members must live within the City limits of Clermont
 - d. Board must consist of 3-5 city residents with 51% being low moderate income. I have attached a CATF Survey form which lists the maximum household income for # of persons living in house
2. Once the CATF board is appointed, a CATF meeting must be held. This can be held on the same day as the 1st public hearing, but will need to be held prior to the 1st public hearing - **WOULD LIKE TO HOLD IN LATE MAY/EARLY JUNE**
3. An advertised 1st public hearing will need to be held. The purpose of this meeting is to notify the public of the City's eligibility and 4 categories under small cities CDBG. Please note, City Council will need to obtain public input prior to selecting a category. Once the public has had a chance to provide comments, then City staff can present a possible project. – **WOULD LIKE TO HOLD IN LATE MAY/EARLY JUNE**
4. An advertised fair housing workshop will need to be held. This can be held the same night as the
st

- 1 public hearing. Just needs to be a separate agenda'd item – **WOULD LIKE TO HOLD IN LATE MAY/EARLY JUNE**
5. An advertised 2nd public hearing will need to be held. The purpose of this meeting is to review the application with Council and the public and obtain input from the community. There will also be 3 resolutions that will need to be passed that same night. – **WILL BE SCHEDULED ONCE WE KNOW THE DUE DATE FOR THE APPLICATIONS. MOST LIKELY WILL BE HELD IN JULY**

In addition, please provide me with a proposed project and map showing the areas to be addressed with CDBG funds.

Please provide me with the City Council meeting dates for May, June and July and the times you would like to hold each meeting. Also, please provide me with the City's local newspaper, days the newspaper publishes and deadlines for publication.

We anticipate the CDBG applications being due sometime late July/early August so we would need to begin working on the application asap.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you!

Melissa N. Fox

Grants Compliance Manager

Fred Fox Enterprises, Inc.

(904) 810-5183



**AGENDA ITEM**

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend to approve and declare end of life inventory as surplus from the Police Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the 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. <u>Police Department</u> Qty: Property Description (1) 2008 Dodge Charger Vehicle No. 2161 – 135,474 miles This vehicle will be utilized by the Fire Department for training purposes and disposed of as scrap metal.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Department - Property Disposal	Police Department - Property Disposal.pdf	



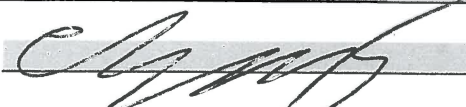
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10303
Contact Person: Sgt. Daniel Creighton Phone: 352-536-8411
Year / Make / Model: 2008 Dodge Charger Vehicle No. 2161
Miles / Hours: 135,474 Serial / VIN: 2B3KA43G98H206111
Description of Property Vehicle with very high mileage

☐ 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: 6-12-18

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

Date Approved by City Council: 6-26-18

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Contractor Name Change		
Requested Action		
Recommend to approve contractor name change from Amec Foster Wheeler Environmental & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc.		
Staff Report		
It is recommended the Council approve consent of assignment to agreement with Wood Environment & Infrastructure Solutions, Inc. The company Amec Foster Wheeler Environmental & Infrastructure, Inc. (AMEC), contracted for on-call professional engineering services (contract number 2014-103), was merged into Wood Environment & Infrastructure Solutions, Inc. (WOOD). The company providing current services is now under the name of WOOD and acquired AMEC contractual responsibilities. WOOD is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires December 8, 2018 with an optional two one-year renewal periods.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback Florida State contract number 52100000-16-ACS with Milliken Services, LLC. to provide carpet flooring.		
Staff Report		
The Purchasing Department and the Parks & Recreation Department recommend approval of the above action. At the request of the Parks and Recreation Department, the Purchasing Department sought a contract from the State of Florida to obtain the services of contractor to replace existing carpet at the Arts and Creation Center. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1806-001 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 Council approve to piggyback the Florida State contract number 52100000-16-ACS with Milliken Services, LLC. Milliken Services, LLC. is the manufacturer of the selected modular carpet. Cubix, Inc. is the authorized local installer for Milliken Services, LLC. products. Cubix, Inc. will be responsible for the removal and installation of the flooring at the Arts and Recreation Center. The Florida State contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$67,773.37 is included in the current year approved budget.		
Account Code: 10575-54600		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Milliken_Signed_Participating_Agreement_6_2_16	Milliken_Signed_Participating_Agreement_6_2_16.pdf
2.	CLERMONT ARC Epoxy	CLERMONT ARC Epoxy.pdf
3.	CLERMONT ARC Labor Only 6.1.18	CLERMONT ARC Labor Only 6.1.18.pdf

4.	CLERMONT ARC Product Only 6.1.18	CLERMONT ARC Product Only 6.1.18.pdf
5.	RFI 1806-001	RFI 1806-001.pdf

PARTICIPATING AGREEMENT
to the
National Joint Powers Alliance® (herein NJPA)
FLOORING WITH RELATED EQUIPMENT, PRODUCTS,
SUPPLIES, INSTALLATION, AND SERVICES
Master Agreement No.: 121715-MAC

~~Milliken & Company~~ Milliken Services, LLC
And *ac*
The State of Florida

Alternate Contract Source No.: 52100000-16-ACS

These Participating Agreement (PA) General Contract Conditions are superseded by the Master Agreement Contract Conditions, except those PA General Contract Conditions that are required by Florida Statutes (F.S.) or Florida Administrative Code (F.A.C.)

GENERAL CONTRACT CONDITIONS

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Scope: This Agreement is to acquire flooring with related equipment, products, supplies, installation and services for use by State Agencies and Eligible Users. Customers may procure flooring with related equipment, products, supplies, installation and services under this Agreement pursuant to the terms and conditions of the Master Agreement as modified and supplemented herein. Contractor will provide services statewide.

Purpose: The State of Florida (State) Department of Management Services (Department) is authorized by paragraph 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

Milliken Services, LLC *al*

The Department's Contract No. 52100000-16 ACS with Milliken & Company, hereto attached as Exhibit A (the Master Agreement), for the provision of flooring with related equipment, products, supplies, installation and services, was competitively procured and awarded by the National Joint Powers Alliance (NJPA). The DMS Division of State Purchasing has evaluated the Master Agreement, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Master Agreement is cost-effective and in the best interest of the State.

SECTION 1. DEFINITIONS.

The following definitions apply in addition to the definitions in Chapter 287, F.S., and Rule Chapter 60A-1, F.A.C.:

- 1.1 Customer.**
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.
- 1.2 State.**
The State of Florida.
- 1.3 Contract.**
The combination of this Participating Agreement and Master Agreement.
- 1.4 Participating Agreement.**
This document and if applicable, incorporated addendum and exhibits when fully executed by the Department and Vendor.
- 1.5 Master Agreement.**
The contract No.: 121715 MAC and if applicable, incorporated addendum and exhibits executed by the National Joint Powers Alliance.

SECTION 2. CONTRACT TERM AND TERMINATION.

- 2.1 Contract Term.**
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later. The Contract is coterminous with the Master Agreement. The Parties may renew the Participating Agreement upon renewal of the Master Agreement only as set forth in the Contract documents, and in accordance with section 287.057(13), Florida Statutes (F.S.), and Rule 60A-1.048, F.A.C.
- 2.2 Suspension of Work and Termination.**
 - 2.2.1 Suspension of Work.**
The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the State to do so. A Customer may suspend a purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

2.2.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress shall become the property of the Customer and shall be turned over promptly by the Contractor.

2.2.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor shall not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee. Contractor's fee or price under this Contract will not exceed the Contractor's total fees or price then in effect for substantially the same commodities or contractual services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and if the Department accepts, then the Department and Contractor will execute an amendment of this Contract. The Contractor shall submit to the Department a completed Preferred Pricing Affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Customer after delivery and acceptance of commodities or contractual services is

confirmed by the Customer. Invoices shall contain detail sufficient for an audit and shall contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor shall provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders shall not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract shall be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be:

Brenda Wells
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Brenda.Wells@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be:

Randy Deelo Don Carson *ac*
~~Milliken & Company~~ Milliken Services, LLC
9134 Pine Avenue 920 Milliken Road
St. Louis, MO 63144 Spartanburg, SC 29304
Telephone: (314) 962-7608 407-375-9438
Email: Randy.Deelo@milliken.com - Don.Carson@milliken.com

In the event that the Contractor changes the Contractor's Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For

additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION ~~413.036~~(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida shall govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor shall not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract,

unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor shall remove the commodity from the premises within 10 days after notification of rejection and the risk of loss shall remain with the Contractor. Commodities not removed by the Contractor within 10 days shall be deemed abandoned by the Contractor and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract shall not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor shall secure and maintain Commercial General Liability Insurance including bodily injury, property damage, products, personal & advertising injury and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with Insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor shall require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

- (b) Upon request from the public agency, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract. Proceeds to the Department derived from the sale, licensing, marketing or other authorization related to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable Florida statute.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the

above. This notification is required whether the event affects one agency/customer or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach or security incident under section 12, the Contractor's Contract Manager shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to

subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

In addition to the processes set forth in section 2.2 of the Contract, if the Department or Customer determines that the performance of the Contractor is unsatisfactory, the Department or Customer may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department or Customer. The Contractor shall provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages are difficult

to ascertain. Accordingly, the liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted by the Contractor. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any

of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract shall be maintained in accordance with section 8 of the Contract. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check(s) as directed by the Department. The cost of the background check(s) shall be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida
Department of Management Services

Signature: 
Name: Ben Wolf

Title: Chief of Staff Dir of Fin & Admin

Date: 5/18/16

Milliken Services, LLC *ac*

~~Milliken & Company~~

Signature: 
Name: Al Carter

Title: Director, Strategic Accounts

Date: 6/2/16



STATE CONTRACT #52100000-16-ACS
QUOTATION FORM

DATE:	May 17, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL. 32819
TELE #:	407-373-7418
FAX #:	407-373-7412

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER #	

BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

CONTACT:	Anthony Koscielecki
PHONE #:	407-373-7410
Mobile #	407-592-4048
FAX #:	407-373-7412
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

PRODUCT COST	
--------------	--

COLOR:	TBD
--------	-----

INSTALLATION LABOR CHARGES

CARPET DISPOSAL	194	S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$242.50
CARPET DEMO	194	S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$669.30
FLOOR PREP	871	S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$871.00
SCARIFY SUBFLOOR	1742	S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$1,916.20
MARK NO MORE - RENNOVATIC	1742	S/F	INSTALL PRICE	\$5.00	AMOUNT =	\$8,710.00
NON SLIP ADDITIVE	1742	S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$1,742.00
TAPE OFF DESIGNS, BOARDERS						
STAMP OVERLAY	0	S/F	INSTALL PRICE	\$6.00	AMOUNT =	\$0.00
THERE WILL BE ADDITIONAL COST FOR STAMPS WHICH ARE ORDERED BY SETS OF 5 AND COST \$160.00 PER STAMP						
LOWER DRAINS	0	S/F	INSTALL PRICE	\$500.00	AMOUNT =	\$0.00
REQUIRES INSPECTION AND A QUOTE FROM A CERTIFIED PLUMBER						
SELF LEVELING	0	S/F	INSTALL PRICE	\$2.00	AMOUNT =	\$0.00
PRIMER	1742	S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$1,742.00
LOGO	0	EA	INSTALL PRICE	\$125.00	AMOUNT =	\$0.00
A VECTOR FILE IS NEEDED TO GET A QUOTE ALONG WITH DEMENTIONS OF HOW BIG THE LOGO WILL BE						
NIGHTS & WEEKENDS	0	S/Y	INSTALL PRICE	\$2.75	AMOUNT =	\$0.00
(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)						
TOTAL AGREEMENT AMOUNT						\$15,893.00

NOTES:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
 A FULLY EXECUTED CHANGE ORDER MUST BE ON FILE BEFORE ANY CHANGES NOT DESCRIBED IN ABOVE SCOPE WILL BE PAID.
 SIGN AND RETURN ONE AGREEMENT BEFORE ANY WORK BEGINS - KEEP ONE COPY FOR YOUR RECORDS NO PAYMENTS WILL
 BE MADE UNTIL AN EXECUTED AGREEMENT IS RECEIVED BY PURCHASER THIS CONTRACT IS SUBJECT TO THE "TERMS AND
 PROVISIONS OF CONTRACT" AS ACCEPTED, SIGNED BY THE INSTALLER AND ON FILE WITH STATE PURCHASING.

MANUFACTURE'S
 REPRESENTATIVE:



DATE: 5/17/2018

TITLE: Flooring Project Manager

CUSTOMER
 SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
 NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
 Attn: ANTHONY KOSCIELECKI
 6450 Kingspointe Pkwy, Suite 10
 Orlando, FL. 32819
 Phone: 904-993-0244
 Fax: 407-373-7412

NOTES:

PRODUCT COST IS BASED ON WHAT CUBIX PAYS FOR THE MATERIAL

INSTALLATION LABOR IS WHAT CUBIX PAYS INSTALLERS FOR EACH SERVICE TYPE

THE PRICES ABOVE ARE TO BE USED FOR BUDGETING PURPOSES ONLY. ALL PROPOSALS SHOULD BE REVIEWED BY ROBERT OR TRAVIS
 BEFORE SUBMITTING TO CLIENTS TO MAKE SURE NOTHING IS MISSED.

CHECK LIST FOR POSSIBLE PROJECTS:

1. TAKE MEASUREMENTS OF THE ENTIRE AREA TO BE DONE AND ALSO GET A LENIER FOOTAGE OF ALL THE BASE.
 2. TAKE PHOTOS OF THE AREA TO BE DONE, PHOTOS SHOULD COVER THE TOTAL AREA AND DOOR WAYS GOING IN AND OUT
 3. LOOK FOR DRAINS AND FLOOR OUTLETS, QUOTES FROM PLUMBERS AND ELECTRICIANS ARE NEEDED
 4. REVIEW PHOTOS OR DO A SITE VISIT WITH ROBERT OR TRAVIS BEFORE SENDING ANY PROPOSALS
 5. MAKE SURE YOU KNOW WHAT THE CLIENT WANTS IN ORDER TO SEND A GOOD PROPOSAL AND TRY TO AVOID THE
 THE GOOD, BETTER, BEST TOPICS. THIS ALLOWS CLIENT TO SHOP AROUND AND COULD WASTE YOUR TIME.
- IF YOU FOLLOW THESE 5 STEPS, YOU WILL BE SUCCESSFUL SELLING ELITE CRETE

NJPA Member Price List (Contract # 121715-MAC)

State Contract Number: 52100000-16-ACS

Milliken

Milliken MQ#08-02814 (Updated 1/26/2018)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Installation Prices ("NOT TO EXCEED" costs)							
Actual Installation costs will require site review and estimate							
Cove base: furnish and install (LNF)			\$ 2.75 LNF	Carpet cove base w molding 4"			\$ 4.00 Ln.Ft.
material only (LNF)			\$ 1.65 LNF	Carpet cove base w molding 6"			\$ 5.00 Ln.Ft.
Transition strips: Metal(furnish&install)LNF			\$ 4.00 LNF	Labor: install carpet (rennovation) Sq. Yd.			\$ 9.00 SQY
Transition strips: Vinyl(furnish&install)LNF			\$ 4.00 LNF	Labor: install carpet (new construction) Sq. Yd.			\$ 8.50 SQY
Stair nosing (furnish and install) LNF			\$ 5.00 LNF	Labor: remove existing carpet (Sq. Yd.)			\$ 3.45 SQY
Stair tread (furnish and install) LNF			\$ 25.00 LNF	Labor: move furniture (light moving) Sq. Yd.			\$ 5.00 SQY
Floor Prep			\$ 1.00 Sq. Ft.	Labor: move furniture (medium moving) Sq. Yd.			\$ 9.00 SQY
Furnish and Install VCT			\$ 2.75 Sq. Ft.	Labor: move furniture (heavy moving) Sq. Yd.			\$ 27.00 SQY
Furnish and Install SRT/VCT Slip Resistant			\$ 6.00 Sq. Ft.	Labor nights & weekends upcharge			\$ 2.50 SQY
Install LVT			\$ 2.75 Sq. Ft.	Material disposal			\$ 1.25 SQY
Underlayment Install - LTE Level			\$ 2.25 Sq. Ft.	30 SY Dumpster			\$ 500.00 Each
Remove VCT or LVT			\$ 1.75 Sq. Ft.	Moisture Abatement			quote per project
Install standard Ceramic/Porcelain Tile or Wood			\$ 12.00 Sq. Ft.	Project Management Fee on Turnkey projects			up to 20% of contract value
Scarify Subfloor			\$ 1.10 Sq. Ft.				
*Note this services requires a \$500 minimum trip charge							

All Prices include freight (FOB Destination, continental U.S.) Orders should be entered as inclusive of Freight. Terms: net 30 days

Customization Upcharges

Standard Products Level 1				Standard Products Level 4			
Dye Injected			\$ 1.22	Dye Injected			TBD
SDN			\$ 1.22	SDN			TBD
Continuous Dye			\$ 2.34	Continuous Dye			\$ 2.34
Standard Products Level 2				Plank Offering Upcharges			
			see notes	Standard Products-Plank Offering			\$ 0.53
Dye Injected			\$ 1.22	Standard Products-Not offered in Plank			Bus.Mgt
SDN			\$ 2.34				
Continuous Dye				Custom Plank Products			\$ 1.60
Standard Products Level 3				Level 2 Customization-Dye Injected			\$ 1.60
Dye Injected			see notes	Level 2 Customization-SDN			\$ 2.71
SDN			n/a	Level 3 Customization-Dye Injected			\$ 1.60
Continuous Dye			\$ 1.76	Level 3 Customization - SDN			Bus.Mgt
Continuous Dye			Not Offered				

		Standard Products Level 1 Customization									
		SqYd Min	Up Charge				Custom Descriptions			Sample Production Time (Business Days)	
Dye Injected	Modular Tile	100	Applied to standard product pricing				Standard Design Recolored - Standard Colorway			Approx. 3-5 days	
SDN	Modular Tile	1,000	Applied to standard product pricing				Standard Design Recolored - Standard Yarns			Approx. 7 - 10 days	
Cont Dyed	Modular Tile Std Broadloom	250	Applied to standard product pricing at yardage tier				Standard Pattern - Any custom color			Lab dip: 3 - 5 days Broadloom sample: 5 - 7 days	
		Standard Products Level 2 Customization									
		SqYd Min	Up Charge				Custom Descriptions			Sample Production Time (Business Days)	
Dye Injected	Modular Tile	100	Already Applied - Top Section Custom base pricing				Custom pattern or Standard Design base change - Standard Colorways			Approx. 3-5 days	
SDN	Modular Tile	1,000	Applied to standard product pricing				Standard Design Recolored - Custom Yarns or 1m x 1m Standard Product			Approx. 10 - 14 days	
Cont Dyed	Modular Tile Std Broadloom	500	Applied to standard product pricing at yardage tier				Custom Pattern (includes trim-line if not already offered) - Existing Product / Yarn creel			Broadloom sample: 7 - 10 days	
		Standard Products Level 3 Customization									
		SqYd Min	Up Charge				Custom Descriptions			Sample Production Time (Business Days)	
Dye Injected	Modular Tile	3,000	Already Applied - Bottom Section Custom base pricing				Custom pattern, Standard Design Base Change or Standard Design Recolored - Non-standard colorways & Standard base			Approx. 5-7 days	
SDN	Modular Tile	n/a	n/a				n/a			n/a	
Cont. Dyed	Modular Tile Std Broadloom	2,500	Applied to standard product pricing at yardage tier				Color Infusion			Broadloom sample: 7 - 10 days	
		Standard Products Level 4 Customization: Business Management Approval Required									
		SqYd Min	Up Charge				Custom Descriptions			Sample Production Time (Business Days)	
Dye Injected	Modular Tile	TBD	TBD				Custom pattern - Non-standard colorways & Non-standard base			TBD	
SDN	Modular Tile	TBD	TBD				Custom pattern - Standard or custom yarn			TBD	
Cont. Dyed	Modular Tile Std Broadloom	2,500	Applied to most similar product pricing at yardage tier				Custom pattern (Including Dropped Products) - CUSTOM yarn creel			Broadloom sample: 10 - 14 days	

NJPA Member Price List (Contract # 121715-MAC)

Milliken

Milliken MQ#08-02814 (Updated 1/26/2018)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included		Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	
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Resilient Floorings									
Service	Size (sq ft)	Western Region A (\$/sq ft)	Central Region B (\$/sq ft)	Northeast-Southeast Region C (\$/sq ft)	Canada				
Performance Coating									
Minimum Trip Charge		\$625.00	\$625.00	\$625.00					
Standard									
New Construction		\$2.50	\$2.50	\$2.50					
Existing/Renovation		\$4.00	\$4.00	\$4.00					
Colored Coating		\$5.00	\$5.00	\$5.00					
Mark No More									
New Construction		\$4.00	\$4.00	\$4.00					
Existing/Renovation		\$5.00	\$5.00	\$5.00					
Colored Coating		\$6.00	\$6.00	\$6.00					
Additional Options									
Primer		\$1.00	\$1.00	\$1.00					
Slip Additive		\$1.00	\$1.00	\$1.00					
Plus Additive		\$1.00	\$1.00	\$1.00					
Logos/sign		Priced per project	Priced per project	Priced per project					
Tile & Grout									
Minimum Trip Charge		\$500.00	\$500.00	\$500.00					
Preparation & Grout Renew		\$5.00	\$5.00	\$5.00					
Preparation/Grout Renew/Performance Coating		\$8.00	\$8.00	\$8.00					
Grout Repair		\$75.00 per man per hour rate	\$75.00 per man per hour rate	\$75.00 per man per hour rate					
Specialty Flooring; Stone & Wood									
Minimum Trip Charge		\$500.00	\$500.00	\$500.00					
Honing/Polishing		.50 per process	.50 per process	.50 per process					
Other Services									
Scarify Subfloor		\$ 1.10	\$ 1.10	\$ 1.10					
Ceramic or Tile Scrub & Buff (Sq. Ft).		\$ 0.25	\$ 0.25	\$ 0.25					
VCT strip & wax (Sq. Ft.)		\$ 1.00	\$ 1.00	\$ 1.00					
Note: These services require a minimum trip charge of \$500									



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	HALLS

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	COLOR FIELD
BACKING:	Comfort Plus

COLOR:	TBD
ADHESIVE:	Self Releasing

YARDAGE:	S/Y	MATERIAL	\$23.93	AMOUNT =	\$0.00
OVER-RUN 1%	S/Y	MATERIAL	\$23.93	AMOUNT =	\$0.00
ATTIC STOCK 3%	S/Y	MATERIAL	\$23.93	AMOUNT =	\$0.00
ADHESIVE	EA	MATERIAL	\$129.71	AMOUNT =	\$0.00
CPT REMOVAL	665 S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$2,294.25
SCARIFY FLOOR	0 S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$0.00
INSTALLATION	665 S/Y	INSTALL PRICE	\$9.00	AMOUNT =	\$5,985.00
CPT DISPOSAL	0 S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$0.00
BASE	1100 LFT	INSTALL PRICE	\$2.50	AMOUNT =	\$2,750.00
MANUFACTURER, SIZE, MATERIAL, COLOR:					
Johnsonite, 1/8" x 4" x 4', vinyl covebase					
TRANSITION - REDUCER	48 LFT	INSTALL PRICE	\$4.00	AMOUNT =	\$192.00
Walk-off Quadrus Brush	S/Y	INSTALL PRICE	\$64.21	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:					
	QTY	INSTALL PRICE		AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:					
Installation included					
FLOOR PREP (carpet):	2992 S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$2,992.00
DUMPSTER	2 EACH	INSTALL PRICE	\$500.00	AMOUNT =	\$1,000.00
(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)					
	S/Y	INSTALL PRICE	\$0.00	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:					

TOTAL AGREEMENT AMOUNT \$15,213.25

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
A FULLY EXECUTED CHANGE ORDER MUST BE ON FILE BEFORE ANY CHANGES NOT DESCRIBED IN ABOVE SCOPE WILL BE PAID.
SIGN AND RETURN ONE AGREEMENT BEFORE ANY WORK BEGINS - KEEP ONE COPY FOR YOUR RECORDS NO PAYMENTS WILL
BE MADE UNTIL AN EXECUTED AGREEMENT IS RECEIVED BY PURCHASER THIS CONTRACT IS SUBJECT TO THE "TERMS AND
PROVISIONS OF CONTRACT" AS ACCEPTED, SIGNED BY THE INSTALLER AND ON FILE WITH STATE PURCHASING.

MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	GREEN ROOM

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER #:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	SENDAL
BACKING:	

COLOR:	SEN79 - WINTERLUDE
ADHESIVE:	BROADLOOM

YARDAGE:	S/Y	MATERIAL	\$30.95	AMOUNT =	\$0.00
OVER-RUN 1%	S/Y	MATERIAL	\$30.95	AMOUNT =	\$0.00
ATTIC STOCK 3%	S/Y	MATERIAL	\$30.95	AMOUNT =	\$0.00
ADHESIVE	EA	MATERIAL	\$76.29	AMOUNT =	\$0.00
CPT REMOVAL	120 S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$414.00
SCARIFY	750 S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$825.00
INSTALLATION	120 S/Y	INSTALL PRICE	\$9.00	AMOUNT =	\$1,080.00
CPT DISPOSAL	0 S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$0.00
BASE	210 LFT	INSTALL PRICE	\$2.50	AMOUNT =	\$525.00

MANUFACTURER, SIZE, MATERIAL, COLOR:
Johnsonite, 1/8" x 4" x 4', vinyl covebase

TRANSITION - REDUCER	12 LFT	INSTALL PRICE	\$4.00	AMOUNT =	\$48.00
Walk-off Quadrus Brush	S/F	INSTALL PRICE	\$64.21	AMOUNT =	\$0.00

MANUFACTURER, SIZE, MATERIAL, COLOR:

	QTY	INSTALL PRICE		AMOUNT =	\$0.00
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MANUFACTURER, SIZE, MATERIAL, COLOR:
Installation included

FLOOR PREP (carpet):	500 S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$500.00
DUMPSTER	0 EACH	INSTALL PRICE	\$500.00	AMOUNT =	\$0.00

(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)

	S/Y	INSTALL PRICE	\$0.00	AMOUNT =	\$0.00
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MANUFACTURER, SIZE, MATERIAL, COLOR:

TOTAL AGREEMENT AMOUNT \$3,392.00

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
A FULLY EXECUTED CHANGE ORDER MUST BE ON FILE BEFORE ANY CHANGES NOT DESCRIBED IN ABOVE SCOPE WILL BE PAID.
SIGN AND RETURN ONE AGREEMENT BEFORE ANY WORK BEGINS - KEEP ONE COPY FOR YOUR RECORDS NO PAYMENTS WILL
BE MADE UNTIL AN EXECUTED AGREEMENT IS RECEIVED BY PURCHASER THIS CONTRACT IS SUBJECT TO THE "TERMS AND
PROVISIONS OF CONTRACT" AS ACCEPTED, SIGNED BY THE INSTALLER AND ON FILE WITH STATE PURCHASING.

MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	BASKETBALL

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER #:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #:	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	NORDIC STORIES
BACKING:	Comfort Plus

COLOR:	HDP228-107
ADHESIVE:	Self Releasing

YARDAGE:	S/Y	MATERIAL	\$26.34	AMOUNT =	\$0.00
OVER-RUN 1%	S/Y	MATERIAL	\$26.34	AMOUNT =	\$0.00
ATTIC STOCK 3%	S/Y	MATERIAL	\$26.34	AMOUNT =	\$0.00
ADHESIVE	EA	MATERIAL	\$129.71	AMOUNT =	\$0.00
CPT REMOVAL	121 S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$417.45
SCARIFY	818 S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$899.80
INSTALLATION	121 S/Y	INSTALL PRICE	\$9.00	AMOUNT =	\$1,089.00
CPT DISPOSAL	0 S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$0.00
BASE	140 LFT	INSTALL PRICE	\$2.50	AMOUNT =	\$350.00

MANUFACTURER, SIZE, MATERIAL, COLOR:

Johnsonite, 1/8" x 4" x 4', vinyl covebase

TRANSITION - REDUCER	60 LFT	INSTALL PRICE	\$4.00	AMOUNT =	\$240.00
Walk-off Quadrus Brush	S/F	INSTALL PRICE	\$64.21	AMOUNT =	\$0.00

MANUFACTURER, SIZE, MATERIAL, COLOR:

	QTY	INSTALL PRICE		AMOUNT =	\$0.00
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MANUFACTURER, SIZE, MATERIAL, COLOR:

Installation included

FLOOR PREP (carpet):	545 S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$545.00
DUMPSTER	0 EACH	INSTALL PRICE	\$500.00	AMOUNT =	\$0.00

(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)

	S/Y	INSTALL PRICE	\$0.00	AMOUNT =	\$0.00
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MANUFACTURER, SIZE, MATERIAL, COLOR:

TOTAL AGREEMENT AMOUNT

\$3,541.25

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
A FULLY EXECUTED CHANGE ORDER MUST BE ON FILE BEFORE ANY CHANGES NOT DESCRIBED IN ABOVE SCOPE WILL BE PAID.
SIGN AND RETURN ONE AGREEMENT BEFORE ANY WORK BEGINS - KEEP ONE COPY FOR YOUR RECORDS NO PAYMENTS WILL
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PROVISIONS OF CONTRACT" AS ACCEPTED, SIGNED BY THE INSTALLER AND ON FILE WITH STATE PURCHASING.

MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	HALLS

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	COLOR FIELD
BACKING:	Comfort Plus

COLOR:	TBD
ADHESIVE:	Self Releasing

YARDAGE:	765	S/Y	MATERIAL
OVER-RUN 1%	8	S/Y	MATERIAL
ATTIC STOCK 3%	25	S/Y	MATERIAL
ADHESIVE	5	EA	MATERIAL
CPT REMOVAL		S/Y	INSTALL PRICE
SCARIFY FLOOR		S/F	INSTALL PRICE
INSTALLATION		S/Y	INSTALL PRICE
CPT DISPOSAL		S/Y	INSTALL PRICE
BASE		LFT	INSTALL PRICE

\$23.93	AMOUNT =	\$18,306.45
\$23.93	AMOUNT =	\$191.44
\$23.93	AMOUNT =	\$598.25
\$129.71	AMOUNT =	\$648.55
\$3.45	AMOUNT =	\$0.00
\$1.10	AMOUNT =	\$0.00
\$9.00	AMOUNT =	\$0.00
\$1.25	AMOUNT =	\$0.00
\$2.50	AMOUNT =	\$0.00

MANUFACTURER, SIZE, MATERIAL, COLOR:

Johnsonite, 1/8" x 4" x 4', vinyl covebase

TRANSITION - REDUCER	LFT	INSTALL PRICE	\$4.00
Walk-off Quadrus Brush	26 S/Y	INSTALL PRICE	\$64.21

AMOUNT =	\$0.00
AMOUNT =	\$1,669.46

MANUFACTURER, SIZE, MATERIAL, COLOR:

	QTY	INSTALL PRICE	
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AMOUNT =	\$0.00
----------	--------

MANUFACTURER, SIZE, MATERIAL, COLOR:

Installation included

FLOOR PREP (carpet):	S/F	INSTALL PRICE	\$1.00
DUMPSTER	EACH	INSTALL PRICE	\$500.00

AMOUNT =	\$0.00
AMOUNT =	\$0.00

(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)

	S/Y	INSTALL PRICE	\$0.00
--	-----	---------------	--------

AMOUNT =	\$0.00
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MANUFACTURER, SIZE, MATERIAL, COLOR:

TOTAL AGREEMENT AMOUNT

\$21,414.15

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
A FULLY EXECUTED CHANGE ORDER MUST BE ON FILE BEFORE ANY CHANGES NOT DESCRIBED IN ABOVE SCOPE WILL BE PAID.
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PROVISIONS OF CONTRACT" AS ACCEPTED, SIGNED BY THE INSTALLER AND ON FILE WITH STATE PURCHASING.

MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	GREEN ROOM

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER #:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	SENDAL
BACKING:	

COLOR:	SEN79 - WINTERLUDE
ADHESIVE:	BROADLOOM

YARDAGE:	130	S/Y	MATERIAL	\$30.95	AMOUNT =	\$4,023.50
OVER-RUN 1%		S/Y	MATERIAL	\$30.95	AMOUNT =	\$0.00
ATTIC STOCK 3%	4	S/Y	MATERIAL	\$30.95	AMOUNT =	\$123.80
ADHESIVE	5	EA	MATERIAL	\$76.29	AMOUNT =	\$381.45
CPT REMOVAL		S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$0.00
SCARIFY		S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$0.00
INSTALLATION		S/Y	INSTALL PRICE	\$9.00	AMOUNT =	\$0.00
CPT DISPOSAL		S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$0.00
BASE		LFT	INSTALL PRICE	\$2.50	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR: Johnsonite, 1/8" x 4" x 4', vinyl covebase						
TRANSITION - REDUCER		LFT	INSTALL PRICE	\$4.00	AMOUNT =	\$0.00
Walk-off Quadrus Brush		S/F	INSTALL PRICE	\$64.21	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:						
		QTY	INSTALL PRICE		AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR: Installation included						
FLOOR PREP (carpet):		S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$0.00
DUMPSTER		EACH	INSTALL PRICE	\$500.00	AMOUNT =	\$0.00
(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)						
		S/Y	INSTALL PRICE	\$0.00	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:						

TOTAL AGREEMENT AMOUNT \$4,528.75

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
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MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
NEW ACCOUNT FORM AND A TAX EXEMPT CERTIFICATE SHOULD BE**

RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



STATE CONTRACT #52100000-16-ACS

QUOTATION FORM

PROPOSAL #:	
PROJECT #:	BASKETBALL

MQ #:		
TAX EXEMPT:	Yes	No

DATE:	June 1, 2018
VENDOR NAME:	Cubix, Inc.
ADDRESS:	6450 Kingspointe Pkwy, Suite 10
CITY, STATE, ZIP:	Orlando, FL 32819
TELE #:	407-373-7415
FAX #:	407-373-7412
BILL TO:	
CONTACT:	
STREET:	
CITY:	
STATE: ZIP:	
CUSTOMER/PROJECT:	
STREET:	
CITY:	
STATE: ZIP:	

MFG CONTACT:	
MFG CTRL #:	
MFG ORDER #:	
PROMISE DATE:	
INSTALL DATE:	
PURCHASE ORDER #:	
CONTACT:	Anthony Koscielecki
PHONE #:	407-592-4048
Mobile #:	
FAX #:	
Email:	anthonyk@cubix-inc.com
CONTACT:	
PHONE #:	
FAX #:	
Email:	

SERVICES REQUIRED

CARPET PRODUCT:	NORDIC STORIES
BACKING:	Comfort Plus

COLOR:	HDP228-107
ADHESIVE:	Self Releasing

YARDAGE:	135	S/Y	MATERIAL	\$26.34	AMOUNT =	\$3,555.90
OVER-RUN 1%	0	S/Y	MATERIAL	\$26.34	AMOUNT =	\$0.00
ATTIC STOCK 3%	4	S/Y	MATERIAL	\$26.34	AMOUNT =	\$105.36
ADHESIVE	1	EA	MATERIAL	\$129.71	AMOUNT =	\$129.71
CPT REMOVAL		S/Y	INSTALL PRICE	\$3.45	AMOUNT =	\$0.00
SCARIFY		S/F	INSTALL PRICE	\$1.10	AMOUNT =	\$0.00
INSTALLATION		S/Y	INSTALL PRICE	\$9.00	AMOUNT =	\$0.00
CPT DISPOSAL		S/Y	INSTALL PRICE	\$1.25	AMOUNT =	\$0.00
BASE		LFT	INSTALL PRICE	\$2.50	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR: Johnsonite, 1/8" x 4" x 4', vinyl covebase						
TRANSITION - REDUCER		LFT	INSTALL PRICE	\$4.00	AMOUNT =	\$0.00
Walk-off Quadrus Brush		S/F	INSTALL PRICE	\$64.21	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:						
		QTY	INSTALL PRICE		AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR: Installation included						
FLOOR PREP (carpet):		S/F	INSTALL PRICE	\$1.00	AMOUNT =	\$0.00
DUMPSTER	0	EACH	INSTALL PRICE	\$500.00	AMOUNT =	\$0.00
(NIGHT, WEEKENDS, DOORS, STAIRS, ETC.)						
		S/Y	INSTALL PRICE	\$0.00	AMOUNT =	\$0.00
MANUFACTURER, SIZE, MATERIAL, COLOR:						

TOTAL AGREEMENT AMOUNT \$3,790.97

Note:

SPECIAL INSTALLATION

START DATE:

COMPLETION DATE:

INSTRUCTIONS:

SPECIAL CONDITIONS:

CARPET SEAM TYPE:

PROJECTED ATTIC STOCK:

CONTACT COMPLETION FORM AND CHANGE ORDERS MUST ACCOMPANY INVOICE BEFORE PAYMENT CAN BE PROCESSED
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MANUFACTURE'S
REPRESENTATIVE:



DATE:

6/1/2018

TITLE:

Director of Operations and Flooring

CUSTOMER
SIGNATURE:

DATE:

TITLE:

**SIGNED PROPOSALS, A COPY OF YOUR PURCHASE ORDER,
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RETURNED TO:

Cubix, Inc.
Attn: Travis Owens
6450 Kingspointe Pkwy, Suite 10
Orlando, FL. 32819
Phone: 407-373-7410
Fax: 407-373-7412



REQUEST FOR INFORMATION

Intent to Utilize the FL State Contract to Purchase Flooring

CONTACT INFORMATION: Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7350	RFI No. 1806-001	ISSUED DATE: June 06, 2018
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 15, 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 Senior Purchasing Agent 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: Park and Recreation Center

(b) Company Information: Cubix Inc. (Reseller for Miliken Services)

(c) Contract Number and Title: Florida State Alternate Source Contract # 52100000-16-ACS; Titled: Flooring with Related Equipment, Products, Supplies, Installation, and Services.

(d) Length of Contract: June 01, 2016 through February 16, 2020.

(e) Product or Service Provided: The purchase of flooring for Art and Recreation Center.

Renovation of 1742 square foot of flooring

Installation Labor for the Following:

906 Square yard of Carpet Removal

906 Square yard of Carpet Installation

194 Square yard of Carpet Disposal

120 Linear Feet of Transition Strips

871 Square feet of Floor Preparation

1742 Square feet if Scarify Subfloor

1568 Square feet of Scarify

1742 Square feet of Non Slip Additive

1742 Square feet of Primer

1450 Linear Feet of 4"Vinyl Cove Base

2 (Two) Dumpsters Fee

Material for the Halls

773 Square yard of Color Field flooring material; Comfort Plus backing, Color: TBD; Self Releasing Adhesive

Installation of 26 Square yard Walk-off Quadrus Brush

5 (Five) Gallons of Adhesive

2992 Square feet of Floor Preparation

Material for the Green Room.

130 Square yard of Sendal flooring material; Color: SEN79 – Winterlude; Broadloom Adhesive

5 (Five) Gallons of Adhesive

500 Square feet of Floor Preparation

Material for the Basketball Court

135 Square yard of Nordic Stories; Comfort Plus Backing; Color: HDP228-107; Self Releasing Adhesive

1 (one) Gallon Adhesive

545 Square feet of Floor Preparation

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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, June 26, 2018											
Agenda Item Name											
Contract Award											
Requested Action											
Recommend to approve a piggyback contract number 17-0606G from the Lake County B.C.C. with Municipal Emergency Services, Inc. to provide fire equipment parts, supplies and services.											
Staff Report											
The Purchasing Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Department sought a contract from the Lake County B.C.C. to obtain the services of fire equipment parts, supplies and services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1806-002 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 Lake County B.C.C. contract. The Lake 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 is anticipated to be up to \$100,000 annually. Account Code:16522-66401											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>RFI 1806-002</td><td>RFI 1806-002.pdf</td></tr><tr><td>2.</td><td>Bid Tabulation</td><td>Bid Tabulation.pdf</td></tr><tr><td>3.</td><td>17-0606_RespondentsList</td><td>17-0606_RespondentsList.pdf</td></tr></table>			1.	RFI 1806-002	RFI 1806-002.pdf	2.	Bid Tabulation	Bid Tabulation.pdf	3.	17-0606_RespondentsList	17-0606_RespondentsList.pdf
1.	RFI 1806-002	RFI 1806-002.pdf									
2.	Bid Tabulation	Bid Tabulation.pdf									
3.	17-0606_RespondentsList	17-0606_RespondentsList.pdf									



REQUEST FOR INFORMATION

Intent to Utilize Lake County B.C.C Contract for Fire Equipment Parts, Supplies and Services

CONTACT INFORMATION:	RFI No. 1806-002	ISSUED DATE: June 14, 2018
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 22, 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: Fire Department

(b) Company Information: Municipal Emergency Services (MES)

(c) Contract Number and Title: #17-0606G, Fire Equipment Parts, Supplies and Services

(d) Length of Contract: Contract expires June 30, 2019 with optional three (3) additional one-year renewal.

(e) Product or Service Provided: To provide fire equipment parts, supplies and services.

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.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
All American Fire Hose	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	35%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Allen Systems						
Alocolite	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$40.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	7%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Amerex	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	net plus 20	\$0.00	\$0.00	varies	\$42.50	Municipal Emergency Services
	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	35%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
American Firewear by Honeywell	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
	32%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	15%	\$0.00	\$0.00	varies	\$30.00	Municipal Emergency Services
American LaFrance	7%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Angus	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	\$48.00	Municipal Emergency Services
	40%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Ansul Foams/Tyco Fire Products	42%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	16%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Applecroft						
AWG						
B & B Enterprises	15%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
Bio Systems						
Blackington Badges	27%	\$0.00	\$0.00	30-45 days	NA	Lawmen's & Shooters' Supply Inc.
	30%	\$0.00	\$0.00	varies	\$16.00	Municipal Emergency Services
	25%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Bouton Co.	40%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Bouton Co./Visonaid						
Bullard	25%	\$0.00	\$0.00	varies	\$32.50	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	30% *	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
California Mountain	5%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	22%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	varies	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Carns & Brother	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	30%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	25%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Cast Products	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	21%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Charkate						
Chubb (Foam)						
Churchville	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Circulair	List	\$0.00	\$0.00	varies	\$23.00	Municipal Emergency Services
Code 3	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	varies	\$58.00	Municipal Emergency Services
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	25%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Collin Axes						
Collins Dynamics (Rom Corp)	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	22%	\$0.00	\$0.00	varies	\$51.50	Municipal Emergency Services
Council Tools	25% *	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
	30%	\$0.00	\$0.00	varies	\$44.40	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	21%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Cutters Edge	20%	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
CW Neilsen	25%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Darley & Co	10% *	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
David Clark	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
DB Smith Indian Tanks						
Dicke Tool	15%	\$0.00	\$0.00	varies	\$44.00	Municipal Emergency Services
Draeger Engineered Solutions	17%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	0%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Drexel						
Duo Safety	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	15%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	2%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	4%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Edison	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Edwards and Cromwell	10%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
	18%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	10%	\$0.00	\$0.00	varies	\$46.00	Municipal Emergency Services
	2%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	4%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Edwards Mfg.	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	varies	\$22.50	Municipal Emergency Services
	2%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	0%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Elkhart Brass	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	30%	\$0.00	\$0.00	varies	\$36.00	Municipal Emergency Services
	25%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	36%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	40%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
ETI Emergency Technology	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Extenda Lite (Akron)	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	36%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Federal Signal Corp.	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	25%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	30%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Fire Hooks Unlimited	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$25.00	Municipal Emergency Services

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	4%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	12%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Firedex	25% *	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
	varies	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Fire Power						
Firequip	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	15%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
	25%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
Flamefighter	25%	\$0.00	\$0.00	varies	\$41.50	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Fold A Tank	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	\$36.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	16%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Gemtor	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$28.00	Municipal Emergency Services
	12%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Glassmaster Wehr	5%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Globe	42%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Glove Corp. **Out of Business**						
Gorman Rupp Pumps	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Hale Fire Pumps	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	List	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	22%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	11%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	5%	\$25.00	\$0.00	varies	\$110.00	Ten-8 Fire Equipment Inc.
Hannay Reels	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	varies	\$30.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	9%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Harrington	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	38%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	24%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	40%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Hazard Control	5%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Hebert	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	List	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Holmatro						
Honeywell Pro	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	35%	\$0.00	\$0.00	varies	\$37.00	Municipal Emergency Services
Humat	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	List	\$0.00	\$0.00	varies	\$20.00	Municipal Emergency Services
	1%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	0%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Husky	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	32%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Hydra Shield	12%	\$0.00	\$0.00	varies	\$31.00	Municipal Emergency Services
	9%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Imperial Hose	30%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Iowa American						
Janesville	35%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	36%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Justrite	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services
	11%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
JW Mfg.						
Kappler	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	30%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	28%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Kendall Products - Coudien	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Kochek	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	40%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	31%	\$0.00	\$0.00	varies	\$20.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	31%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	40%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Koehler Mfg. Co.	20%	\$0.00	\$0.00	varies	\$25.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Kussmaul	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	12%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Lacrosse Boots						

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Life Liners	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	15%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Lions Uniforms	20%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	30%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	31%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Louis Pryer	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Lowell	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Mag Instruments	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	*call for pricing	\$0.00	\$0.00	30-45 days	NA	Lawmen's & Shooters' Supply Inc.
	10%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
Mann Axe						
Mars Signal Light						
MC Products	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Moran (Flash)						
Morning Pride	53%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	35%	\$0.00	\$0.00	varies	\$20.00	Municipal Emergency Services
MSA	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	varies	\$25.00	\$0.00	varies	\$75.00	Ten-8 Fire Equipment Inc.
Natale (Circle D)	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Paul Conway Shields	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	10%	\$0.00	\$0.00	varies	\$5.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	10%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Pelican	20% *	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	28%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	*call for pricing	\$0.00	\$0.00	30-45 days	NA	Lawmen's & Shooters' Supply Inc.
	30%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
	30%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	20%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Petzl	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$38.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	16%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
PGI Protexall	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
	24%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	5%	\$0.00	\$0.00	varies	\$40.00	Municipal Emergency Services
	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Phoenix						
Pierce	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	0%	\$25.00	\$0.00	varies	\$110.00	Ten-8 Fire Equipment Inc.
Pigeon Mountain Industries	5%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	16%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Plano	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
R & B Fabricators	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
	15%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Ranger Rubber	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
	25%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$25.00	Municipal Emergency Services
Rawhide Firehose						
Redhead Brass	10% *	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	15%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	14%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	varies on qty	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Reflexite	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Rice Hydro Co.	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	varies	\$65.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	25% *	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Signal Vehicle Products	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$25.00	\$0.00	varies	\$110.00	Ten-8 Fire Equipment Inc.
Span Instruments (Class One)	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	10%	\$25.00	\$0.00	varies	\$110.00	Ten-8 Fire Equipment Inc.
Spumifer						
Sterling Rope	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	30%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	16%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Superior Pneumatic	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Supervac	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	15%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	25%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	25%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	25%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
TNT Tools	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
	0%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	0%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Task Force Tips	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	30%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	38%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Taskmaster						
Team Equipment	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	15%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
	varies	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Telelite	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	12%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	10%	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Tempest Fans	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	26%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$37.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	10%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Thorogood Boots	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	\$37.00	Municipal Emergency Services
	35%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Tomar	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Topps	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	Net Sheet	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
Turtle Plastics	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	Net Sheet	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	6%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Underwater Kinetics	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	List	\$0.00	\$0.00	varies	\$27.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Unity Lights	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Vanner	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Veridian	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	35%	\$0.00	\$0.00	varies	\$22.00	Municipal Emergency Services
Vertex	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Vetter	List plus	\$0.00	\$0.00	varies	\$27.00	Municipal Emergency Services
Waterous	15%	\$25.00	\$0.00	4-5 days	NA *	A One Fire Equipment Inc.
	List	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	14%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
	10%	\$25.00	\$0.00	varies	\$110.00	Ten-8 Fire Equipment Inc.
Weldon	20%	\$25.00	\$0.00	4-5 days	NA *	A One Fire Equipment Inc.
	25%	\$0.00	\$0.00	varies	\$33.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Whelen Engineering	20%	\$25.00	\$0.00	4-5 days	NA *	A One Fire Equipment Inc.
	20%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	25%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Will Burt	10%	\$25.00	\$0.00	4-5 days	NA *	A One Fire Equipment Inc.
	2%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	4%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Winco Generators	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Windsol						
Williams Foam	Net sheet	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
	12%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Worden	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Zephyr	10%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Zimatic	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	27%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$35.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Zico	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
	27%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
	20%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
OTHER BRANDS NOT LISTED:						
Angus Fire Hose	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Austin Hardware	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Buell	15%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
CET Fire Pumps	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Circle D Lights	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Dover Roller Doors	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Fire Com	10%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Fire Research	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Gator Moto	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Go Light	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Grover	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Hoseline	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Kelderman	25%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Moto Light	20%	\$25.00	\$0.00	4-5 days	NA	A One Fire Equipment Inc.
Globe Footwear	30%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Globe EMS	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Globe Cairns	42%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Black Diamond	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
ESS	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Firecraft	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Honeywell Hoods	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Honeywell Gloves	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Cairns MSA Helmets	30%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Cairns MSA Parts	10%	\$0.00	\$0.00	30-60 days	NA	Bennett Fire Products Co. Inc.
Stream Light	8%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
Dynarex	10%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
Alco-Lite Fire Ladder	10%	\$0.00	\$0.00	4 weeks	NA	Dan Enterprises Team LLC
Anchor Industries	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
RPI Rescue	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Conspace	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Dragonfire Gloves	18%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Dupont	42%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Highcom Ballistic	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Majestic Hoods	11%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Flir	7%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Firesled	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Luminite	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Thermo EPM Analyzers	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Kion Chemical Suits	8%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Tactical Electronics	12%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
908 Devices	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Avon Respiratory	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Blowhard Fans	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
HazSim	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Honeywell Clothing	53%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Honeywell Helmets	45%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Honeywell Gloves	44%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Honeywell Instrumentation	20%	\$0.00	\$0.00	3 - 30 days	\$110.00	Fisher Scientific
Honeywell Accessories	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Hotshield	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Innotex Gear	35%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
MSA Instrumentation	20%	\$0.00	\$0.00	3 - 30 days	\$110.00	Fisher Scientific
PIP Industrial	12%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Powerhawk	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
RAE Systems	15%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Scott SCBA	32%	\$0.00	\$0.00	3 - 30 days	\$110.00 *	Fisher Scientific
Scott Thermal Cameras	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Scott Compressors	8%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Silent Partner	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Scott Parts	23%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Simulaids	10%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Sperian	20%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Streamlight	45%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Thermo PAI Chemical Analyzers	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Thermo RMSI Radiation Detector	5%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
True North	18%	\$0.00	\$0.00	3 - 30 days	NA	Fisher Scientific
Henry Schein	15%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Ferno	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Ambu	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Laerdal	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
North American Rescue	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Stat Paks	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Iron Duck	10%	\$50.00	\$0.00	2 days	NA	Henry Schein Inc.
Streamlight	*call for pricing	\$0.00	\$0.00	30-45 days	NA	Lawmen's & Shooters' Supply Inc.
Scott Safety NFPA SCBA	20%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Safety Service	30%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Safety SCBA Parts	15%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Safety Thermal Imagers	5%	\$0.00	\$0.00	varies	\$65.00	Municipal Emergency Services

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Scott Thermal Imager Parts	10%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Compressors	List	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Compressor Parts	5%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Scott Safety NONE NFPA SCBA	15%	\$0.00	\$0.00	varies	\$50.00	Municipal Emergency Services
Hurst	15%	\$0.00	\$0.00	varies	\$60.00	Municipal Emergency Services
Hurts Service per set	\$550.00	\$0.00	\$0.00	varies	\$60.00	Municipal Emergency Services
Hurst Parts	15%	\$0.00	\$0.00	varies	\$60.00	Municipal Emergency Services
Seek Cameras	20%	\$0.00	\$0.00	varies	\$45.00	Municipal Emergency Services
We Cut the Glass (Rhyno)	List	\$0.00	\$0.00	varies	\$60.00	Municipal Emergency Services
Point Blank Body Armor	varies	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
5.11	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Boston Leather	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
CMC Rescue	20%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Dragonfire (Jscott Solutions)	20%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Duracell	20%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Ergodyne	20%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
ESS Eye Pro	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Euramco (Ram Fan)	15%	\$0.00	\$0.00	varies	\$65.00	Municipal Emergency Services
Firecraft Gas Detection (Sensit)	10%	\$0.00	\$0.00	varies	\$105.00	Municipal Emergency Services
Firecraft Gloves	10%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Fire-Dex (TecGen)	10%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Flamefighter	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Hammerhead (Gear Keeper)	18%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
HexArmor	15%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Industrial Scientific Monitors	10%	\$0.00	\$0.00	varies	\$105.00	Municipal Emergency Services
Industrial Scientific Accessories	List	\$0.00	\$0.00	varies	\$105.00	Municipal Emergency Services
Kochek Key Hose	25%	\$0.00	\$0.00	varies	\$58.00	Municipal Emergency Services
Leatherhead Tools	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Little Giant Ladders	5%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Majestic Hoods	25%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Majestic Hoods - Halo Hood	10%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
National Foam	15%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Performance Advantage Co.	List	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Plastix Plus	5%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Redback Boots	20%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Stat Paks	5%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Streamlight	30%	\$0.00	\$0.00	varies	\$55.00	Municipal Emergency Services
Target Solutions	List	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
True North (Dragon Wear)	10%	\$0.00	\$0.00	varies	NA	Municipal Emergency Services
Haix North America	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Fire Service Plus	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Drager SCBA & Gas Detectors	10%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Fire Research	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Groves, Inc.	1%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Alliance Fire & Rescue	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Majestic Fire Apparel	cost + 20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Lion Helmets	30%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Lion Gloves	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Lakeland Industries	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Powerhawk Technology	1%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Phalanx Defense Systems	5%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Ergodyne	3%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
ESS	20%	\$0.00	\$0.00	1-90 days	NA	Municipal Equipment Co. LLC
Key Fire Hose	34%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
CMC Rescue	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Draeger SCBA, TIC, Gas Detection	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Streamlight	28%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Haix Footwear	18%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Performance Advantage Co. (PAC)	8%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
ESS Goggles	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
Honeywell Respiratory	12%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.
www.nafeco.com	4%	\$0.00	\$0.00	10-45 days	\$100.00	North America Fire Equipment Co. Inc.

Equipment	Discount	Min Order	Handling Fee	Lead Time	Hourly Rate for Repairs	Vendor
Husqvarna	15%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Flir K Series	15%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Flir Detection	5%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Leader Gsa/Electric Fans	10%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Leader Search & Rescue Equip.	5%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Leader Battery Operated Fan	2%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Ampco Non Sparking Tools	15%	\$25.00	\$5.00	3 weeks	\$80.00	Team Equipment Inc.
Rescue Technology	varies	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
EVAC Systems	15%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
DQE Ready	5%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
AQUA Communications	20%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
GME Supply	10%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
Savox Communications	varies	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
Streamlight	35%	\$95.00	\$0.00	1-3 weeks	NA	TechnicalRescue.com Inc.
Aeroclave	0%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Boston Leather	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
CET	20%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Cosmas USA	25%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Door Storm	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Dragon Fire Gloves	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Ergodyne	30%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Euramco Safety	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Junk Yard Dog	5%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Fire Research	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Firecom	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Groves Inc	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
HexArmor	15%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Key Hose	40%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Leader Fans	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Performance Advantage	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.
Rescue 42	10%	\$25.00	\$0.00	varies	NA	Ten-8 Fire Equipment Inc.



ITB 17-0606
Fire Equipment and Supplies
Opened: December 13, 2016 at 3:00 p.m.
Contracting Officer: D. Villinis

Vendor Name	City and State	Addenda Ack (2) ?
A One Fire Equipment	Sanford, FL	Yes
Bennett Fire Products	Woodstock, GA	Yes
Dan Enterprises Team	Miami, FL	Yes
Fisher Scientific	Pittsburg, PA	Yes
Henry Schein Inc.	Irmo, SC	Yes
Lawmen's & Shooters	Vero Beach, FL	Yes
Municipal Emergency Services	Pinellas Park, FL	Yes
Municipal Equipment Company LLC	Orlando, FL	Yes
NAFECO	Decatur, AL	Yes
Team Equipment	New Port Richey, FL	No
Technical Rescue.com Inc.	Cooper City, FL	Yes
Ten-8 Fire Equipment	Bradenton, FL	Yes

Notes: For informational purposes only; bids are subject to review and evaluation.
Two (2) addenda were issued.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Single/Sole Source Purchase		
Requested Action		
Recommend to approve single/sole source purchase from Transportation Control Systems, Inc. to acquire traffic preemption control systems for the Fire Department.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1806-003 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product of service that can reasonably meet the City's need and there is only one company that can provide such product or service. The purchase is to acquire and install equipment to six (6) intersections to allow preemption of traffic signals as emergency vehicles (fire trucks) approach the intersection. The benefit is two-fold: 1) Increases the safety of employees on responding vehicles and the public by reducing/eliminating the need of emergency apparatus to travel against traffic; 2) Reduces fire department response time by reducing the amount of time it requires for apparatus to transition through intersections. The RFI was posted on the City's website for five (5) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$62,536.00 is included in the current year approved budget. Department Account Code: 16522-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

- | | | |
|----|--------------------|------------------------|
| 1. | TCS Quote 168 | TCS Quote 168.pdf |
| 2. | Sole Source Letter | Sole Source Letter.pdf |



1030 South 86th Street
Tampa, FL 33619
US
Tel: 813-630-2800

Quote

Quote No

168

Page

Page 1 of 2

Quote Date

06/06/2018

Valid Thru

Valid for 90 Days

Customer:

QUOTES
,
US

Customer Name

QUOTES

Slspsn

Josh Lambrecht

Contact: - -

Loc

Tampa

PPD/COL

Item No	Qty Ordered	UOM	Unit Price	Extended Price
764 4 CHANNEL MULTIMODE PHASE SELE	6.00	EA	\$2,795.00	\$16,770.00
721 OPTICOM INFRARED DETECTOR, SIN	20.00	EA	\$499.00	\$9,980.00
SM-0906-ZN2 OPTICOM STYLE 708 CABLE HANGER	21.00	EA	\$19.00	\$399.00
WC-03 CABLE, DET IR OPTICOM 1000'	5.00	FT	\$470.00	\$2,350.00
760 CARD RACK W/P1 HARNESS	1.00	EA	\$295.00	\$295.00
PANEL-88-1 D PANEL NAZTEC WITH 120 VAC RE	1.00	EA	\$281.00	\$281.00
GTT-IR-INT.-INSTALL IR OPTICOM INTERSECTION INSTAL	6.00	EA	\$4,000.00	\$24,000.00
794H LED EMITTER (HIGH PRIORITY) IN	4.00	EA	\$995.00	\$3,980.00
GTT-IR-VEH.-INSTALL INSTALL IR VEHICLE EMITTER	4.00	EA	\$950.00	\$3,800.00
711 OPTICOM INFRARED DETECTOR, SIN	1.00	EA	\$446.00	\$446.00
WC-02 CABLE, DET IR OPTICOM 500'	1.00	FT	\$235.00	\$235.00



1030 South 86th Street
Tampa, FL 33619
US
Tel: 813-630-2800

Quote

Quote No

168

Page

Page 2 of 2

Quote Date

06/06/2018

Valid Thru

Valid for 90 Days

TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC. QUOTATIONS

- QUOTES ARE VALID FOR 90 DAYS.
- ALL ITEMS ARE QUOTED FOB WAREHOUSE.
- SHIPPING CHARGES:
ORDERS DELIVERED TO FLORIDA AND TENNESSEE - ORDERS GREATER THAN \$ 500 ARE FREIGHT ALLOWED.
ORDERS DELIVERED TO GA, AL, NC, SC, LA, MS - ORDERS GREATER THAN \$ 1,000 ARE FREIGHT ALLOWED.
- LEAD TIMES:
STANDARD LEAD TIME: APPROXIMATELY 4 WEEKS AFTER RELEASE BY CUSTOMER.
PRODUCTION: 1 TO 2 WEEKS FOR DRAWINGS. SCHEDULE IS DETERMINED AFTER RECEIPT OF APPROVED DRAWINGS AND RELEASE BY CUSTOMER. ABOVE SCHEDULES ARE SOLELY THOSE IN EFFECT AT TIME OF QUOTATION. ACTUAL SCHEDULES ARE SUBJECT TO CHANGE DUE TO CIRCUMSTANCES AND/OR CONDITIONS EXISTING AT THE TIME ORDER IS RELEASED BY CUSTOMER.
- ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY TRANSPORTATION CONTROL SYSTEMS, INC. UPON RECEIPT OF PURCHASE ORDER.
- PLEASE REFERENCE TCS QUOTE NUMBERS ON ALL PURCHASE ORDERS.
- TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS.
- TAX CALCULATIONS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL SALES TAX WILL BE CHARGED BASED ON SHIP TO ADDRESS.

Quote Total

\$62,536.00

June 14, 2018

Re: Florida Opticom™ Sole Source Letter

To whom it may concern,

Pursuant to the letter from GTT dated May 30th, 2018, TCS is the sole authorized dealer for Opticom™ products in Florida.

Also, Transportation Control Systems (TCS) is a certified installer in the State of Florida. As the sole dealer in the State of Florida, TCS must ensure that all products are installed and supported per the manufacture's requirements. Vehicle installs are charged at a flat rate of \$950 per vehicle.

Therefore, to ensure warranties are valid on installed equipment within the State of Florida, TCS is the sole authorized installer for Opticom™ Vehicle Installations.

Please contact me if you have any further concerns regarding the Opticom™ authorized dealer and installer in the State of Florida.

Sincerely,



Eric J. Deason
Vice President of Sales
Transportation Control Systems



May 30, 2018

Assistant Chief Kathy Johnston
Clermont Fire Department
439 West Highway 50
Clermont, Florida 34711

Dear Assistant Chief Johnston:

This letter is being sent in response to your request regarding the Opticom™ priority control system. Opticom is manufactured by Global Traffic Technologies, LLC (GTT). Since 1968, Opticom has been the standard in priority control, now totaling more than 3,100 customers, 70,000+ intersections and 70,000+ vehicles worldwide. Worth noting, GTT's Opticom system is used in 41 of the 50 largest U.S. cities, amongst many other deployments in Canada, Europe, Asia-Pacific and the Middle-East.

GTT invests heavily in research and development, to ensure its customers always receive the best value and most feature-rich solutions when buying priority control. This effort has led to more than 100 patents, either granted or in-process.

While the topic of a mixed system sometimes emerges, please note that GTT designs, develops and tests each Opticom component as part of a "matched component system." This means that "mixing" non-Opticom components raises concerns, including:

- Security is accomplished through Opticom's proprietary design, which prevents unauthorized use of the system. Mixing components would significantly reduce or even eliminate the security measures GTT has built into the Opticom solution
- Mutual aid to and/or from surrounding communities depends on compatibility amongst signal priority solutions. The use of Opticom components with non-Opticom components has not been designed for or tested by GTT
- Proper testing of compatibility would require inclusion of all of the potential operating scenarios (temperature, humidity, electrical and accelerated life) and third-parties. Further, testing would need to be repeated each time an Opticom or third-party component was updated, making testing impractical. While the Opticom matched component system is guaranteed, mixing Opticom components with non-Opticom

.....



components voids the warranty of the connected Opticom components and transfers the liability of any such incompatibility from the manufacturer to the customer

- The Opticom model 764 phase selector is not compatible with other brands' GPS emitters
- The Opticom Central Management Software is a proprietary software program for the Opticom system that is not compatible with any other vendor's equipment or software

For the above reasons, GTT strongly recommends keeping the Opticom system whole.

In the state of Florida, Transportation Control Systems (TCS) is the authorized dealer for GTT. There are currently no other authorized dealers of GTT's products in Florida and GTT is the sole-source provider/manufacturer of Opticom products.

Please contact GTT or TCS if you have further questions or if you require additional detail. GTT and/or TCS will also provide a list of references if you'd like to talk with others about this topic.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Dolsky', with a long horizontal flourish extending to the right.

Daniel C. Dolsky
Demand Generation Supervisor
Global Traffic Technologies, LLC.
(651) 789-7340

.....



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Scopes of Services		
Requested Action		
Recommend to approve the scope of services proposal for the East Water Reclamation Facility Expansion Rib Rerate project in the amount of \$127,669.00 as part of the plant expansion.		
Staff Report		
Environmental Services request the approval of the scope of services for the Rib Rerate as provided by Tetra Tech as part of the East Wastewater plant expansion.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$127,669.00 is included in the approved FY 17/18 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$127,669.00	44535-66900 CAP OUT-PRO SVC	\$300,000.00
Exhibits Attached (copies of original agreements)		
1. Clermont RIB Rerate Proposal 042018	Clermont RIB Rerate Proposal 042018.pdf	



TETRA TECH

April 20, 2018

Mr. J. Dennis Westrick, P.E.
Environmental Services Director
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

**Subject: East Side Water Reclamation Facility
EWRF Rib Rerate**

Project #: 200BPGen/Clermont

Dear Mr. Westrick:

Tetra Tech is pleased to furnish this proposal for professional engineering services to assist the City of Clermont with the above-referenced project. A detailed scope of services, compensation summary, and project schedule are attached hereto.

Tetra Tech looks forward to providing these services to the the City of Clermont. Should you have any questions, please do not hesitate to contact me at 407-839-3955.

If this proposal meets your approval, please execute below and return a copy to my attention.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

JDF/ab/RIB Rerate/Westrick_032118

cc: Bob Reed, City of Clermont

Tetra Tech, Inc.

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com

ATTACHMENT A
SCOPE OF SERVICES
CITY OF CLERMONT, FLORIDA
EAST SIDE WATER RECLAMATION FACILITY
EWRF RIB RERATE

I. PROJECT DESCRIPTION

The City of Clermont (City) owns and operates the East-Side Water Reclamation Facility (EWRF) located at 3335 Hancock Road. The facility has a Florida Department of Environmental Protection (FDEP) rated capacity of 4.0 MGD annual average daily flow (AADF) and is considered a Category II, Class B facility. In dry weather, the City uses the Public Access Reuse (PAR) for residential irrigation as the primary means of disposal. For wet weather and reject conditions, rapid infiltration basins (RIBs) serve as a backup to the City's PAR. There are a total of fifteen (15) RIBs located onsite with a total wetted area of 4.76 acres having a permitted capacity of 0.750 MGD AADF. Future improvements to the EWRF include expansion from 4.0 MGD AADF to 9.0 MGD AADF. In order to expand the EWRF, the RIBS must be rerated to accommodate wet weather and reject conditions at the expanded capacity.

Andreyev Engineering Inc. (AEI) performed a RIB Rerating and Feasibility Assessment and determined the RIBs to have sufficient storage and disposal capacity for wet-weather and reject water at the buildout capacity of 9.0 MGD. AEI completed soil testing, ground water modeling, and load testing to support the Florida Department of Environmental Protection (FDEP) Permit Modification which includes replacement of the current 15-cell system with 4 larger cells and construction of two (2) new ground water monitoring wells. This proposal is for professional services associated with a design, bidding, and construction management of the EWRF RIB Rerate.

The tasks to be completed for this project are further described herein and will be performed in accordance with the City/Tetra Tech Continuing Contract and Agreement for Professional Engineering Services for Public Works Projects dated December 9, 2014.

II. SCOPE OF SERVICES

Tetra Tech shall provide professional engineering services necessary for design, bidding and construction of the proposed EWRF RIB Rerate. Services included are described in the tasks below.

Task 1 – Final Design

The final design will result in preparation of the bid documents, engineering drawings and specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels. Three (3) sets of drawings and specifications will be provided to the City for each review. A review meeting will be held with City following each submission. To ensure proper design of the facilities, Tetra Tech will obtain approval from the City for any substantial changes in the preliminary design prior to incorporation in the final design. Tasks to be completed during this phase are summarized below:

1. Attend a kick-off meeting/site visit with City Staff to finalize concepts.
2. Provide a limited topographic and horizontal survey in sufficient detail to facilitate the design of the contemplated improvements. The location of underground facilities will be based on record drawings and discussions with City Staff. Soft-digs are not included under this scope.

3. Prepare design drawings at the 60-, 90-, and 100-percent completion levels for competitive bidding.
4. Prepare a comprehensive project manual that contains bidding, contractual documents and technical specifications for competitive bidding. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI).
5. Attend project review meetings at the 60- and 90-percent completion levels. City comments compiled at each review meeting will be incorporated into each subsequent submittal.
6. Cost estimates will be included with the 90% and 100% submittals.

Task 2 – Bidding Assistance Services

Upon advertisement of the project by the City, Tetra Tech will assist the City with bidding of the project and will complete the following tasks.

1. Provide electronic copies of the bid documents for City to issue.
2. Attend one (1) pre-bid conference and one (1) site visits with prospective bidders.
3. Prepare and issue addenda, as approved by the City, containing clarifications or technical revisions that become apparent during bidding.
4. Review and tabulate bids, evaluate the low bidder's qualifications, and make recommendations regarding award of the contract.
5. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda to bid packages or changes initiated by the City.

Task 3 –Permitting & Construction of the Ground Water Monitoring Wells

The following task will be completed in accordance with the FDEP permit requirements.

1. Complete the installations of the two groundwater monitoring wells required under the permit revision. Well construction will be supervised in the field by a registered professional geologist. The wells will be permitted through the St. Johns River Water Management District (SJRWMD) and well completion reports will be prepared and submitted to the SJRWMD and the FDEP. Prior to well construction a standard penetration test boring will be conducted at each well location, as required by permit, in order to properly design the screen/filter section and select the appropriate depth interval.

Task 4 – Construction Administration Services

During the construction phase of the project, Tetra Tech will perform the following tasks.

1. Prepare for and attend at one (1) preconstruction meeting.
2. Attend six (6) periodic progress meetings and observe progress of the construction after the meetings.
3. Review shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents.
4. Review monthly applications for payment.

5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
6. Provide earth work construction oversight and soil testing in order confirm the adherence to the project's plans and specifications. An engineering technician, supervised by a geotechnical engineer, will be on-site at all critical periods of construction, fill placement, clay core installation and other periods of the work as determined by the geotechnical engineer.
7. After successful demonstration tests and upon written request by the contractor, conduct a substantial completion inspection of the Project with the City and distribute a punch list of observed deficiencies to be completed by the contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by the contractor, conduct a reinspection to confirm that substantial completion punch list items have been addressed and subsequently provide a substantial completion certification to City.
8. Upon written request by the contractor, conduct a final completion inspection of the Project with the City to determine if the project is finally complete and compile and distribute a punch list of items to be addressed. Upon written request by the contractor, conduct a reinspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City.
9. Prepare record drawings for the City's use from information provided by the contractor delineating the dimensions, location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in AutoCAD current release, one (1) set of reproducible and three (3) sets of prints of the record drawings.
10. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

III. SCHEDULE

Task	Estimate Time (Per Task)	Cumulative Time (After NTP)
Final Design	5 months	5 months
Bidding Assistances Services	2 months	7 months
Construction Administration Services	6 months	13 months

IV. COMPENSATION

The lump sum compensation for the Scope of Services described in Section II is summarized below. A detailed breakdown of the estimated compensation for the Scope of Services is presented in Attachment B.

Task	Total
Task 1 – Final Design	\$60,691
Task 2 – Bidding Assistance Services	\$5,075
Task 3 –Permitting & Construction of Ground Water Monitoring Wells	\$11,105
Task 4 – Construction Administration Services	\$50,798
Total	\$127,669

Attachment B

Tt Price Proposal		Labor Plan														
		10 Resource														
RIB Improvements																
City of Clermont RIB Improvements		Proj Area >										Survey	Survey	Survey		
Submitted to: City of Clermont												Pricing by Resource				
		Labor Hrs	Program Manager (Jon Fox)	Project Manager 1 (Brenda Keenan)	Engineer 2 - Process (Tiffany Miller)	Sr Engineer 1 - Civil (James Warner)	Engineer 2- Civil (Hector Reyes / Hernen Lopez)	Sr. CAD Designer 1 (Russ Matthews)	Project Admin (Anke Backer / Michelle Gagne)	Two (2) Person Survey Team (Survey Field)	Surveyor (Eddie Jenkins)	CAD Designer (Bret Milks)	Labor	Subs	ODCs	Task Pricing Totals
Project Phases / Tasks		604	10	55	128	83	151	42	79	32	8	16	74,867	51,647	1,155	127,669
A. Final Design		354	10	29	79	31	96	36	17	32	8	16	44,757	15,440	495	60,691
1. Kickoff Mtg and Site Visit		11	3	3	1	3			1				1,865		55	1,920
2. Surveying		56								32	8	16	8,757		275	9,032
3. 60% Submittal		74		8	24	2	24	16					8,350			8,350
4. 90% Submittal		56		4	12	4	24	12					6,440			6,440
5. 100% Design Submittal		38		2	8	4	16	8					4,420			4,420
6. Project Manual (Bidding/Contract/Technical Specs)		64		4	20	8	16		16				7,160			7,160
7. Review Meetings @ 60, 90, and 100%		21	3	6	6	6							3,285		165	3,450
8. Opinion of Cost @ 90 and 100%		26		2	8		16						2,880			2,880
9. QA/QC @ 60, 90 and 100%		8	4			4							1,600			1,600
10. AEI Services		-												15,440		15,440
B. Bidding and Award		41	-	11	6	4	5	4	11	-	-	-	4,965	-	110	5,075
1. Review Questions and Prepare Addenda		12		4		4	1	1	2				1,725			1,725
2. Attend/Administer Prebid Meeting		3		3									480		55	535
3. Attend Bid Opening		2		2									320		55	375
4. Bid Evaluation and Recommendation		12		2	4				6				1,230			1,230
5. Conform Documents		12			2		4	3	3				1,210			1,210
C. Ground Water Monitoring Wells		-	-	-	-	-	-	-	-	-	-	-	-	11,105	-	11,105
AEI Services		-												11,105		11,105
D. Construction Administration		209	-	15	43	48	50	2	51	-	-	-	25,145	25,103	550	50,798
1. Attend Preconstruction Meeting		10		3		3			4				1,345		55	1,400
2. Attend Meeting/Conduct Periodic Site Visits		62		12	12	16	16		6				8,190		330	8,520
3. Review Shop Drawings		54			8	6	16		24				5,650		55	5,705
4. Review Applications for Payment		9			3				6				810			810
5. Respond to RFIs		30			4	8	12		6				3,630			3,630
6. Review Change Order Requests/Prepare Documentation		13			4	6			3				1,705			1,705
7. Substantial Completion Inspection		8			4	4							1,100		55	1,155
8. Final Completion Inspection		6			2	4							900		55	955
9. Prepare Record Drawings		11			2	1	6	2					1,245			1,245
10. Prepare Certifications		6			4				2				570			570
11. AEI Services		-												25,103		25,103
Totals		604	10	55	128	83	151	42	79	32	8	16	74,867	51,647	1,155	127,669



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Event and Open Container		
Requested Action		
Recommend to approve the Lake County Rowing Association to have an open container area for the "Clermont Classic Cardboard Boat Regatta" event on August 4, 2018 at Waterfront Park.		
Staff Report		
The Lake County Rowing Association of Lake County is requesting to have a designated open container area at Waterfront Park on August 4, 2018 from 2:00 PM to 10:00 PM for the "Clermont Classic Cardboard Boat Regatta" event. The organization's open container area consists of a fenced in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be using the licensed caterer Premier Event Services Inc. and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Cardboard Race Council Packet	Cardboard Race Council Packet.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 1/4/18
Name of Event ~~Leader of the Lake Regatta~~ Clermont Classic Cardboard Boat Regatta
Date(s) of Event 8/4/18 ~~8/5/18~~ Estimated Attendance: 1200
Event Start Time: 2:00 pm Event End Time: 10:00 pm
Before Event Setup Time: 10:00 am After Event Cleanup Time: 11:00 pm
Name of Organization/Applicant Lake County Rowing Association

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____
Event Contact MJ Coleman Email president@rowlcra.org
Day Phone 352-536-0073 Cell Phone 352-536-0073
Address 1050 Victory Way City Clermont State FL Zip 34711
Secondary Contact _____ Phone # _____

Briefly Describe Event: Boat race based out of waterfront park using our race course and the shoreline
80's cover band concert on the stage in the evening

Location of Event on City Property: ☒ A ☒ B ☒ C ☐ D ☒ Map 1 ☐ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: Cardboard boat display at first friday the night before

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

President, LCRA
Title

MJ Coleman
Printed Name

5/15/18
Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|----------------------|----------------------------------|----------------------------|
| a) Police Department | b) Development Services Dept. | c) Public Works Department |
| d) Fire Department | e) Parks & Recreation Department | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



CITY OF CLERMONT Alcohol Request Form

Today's Date 6/6/18
 Name of Event Clermont Cardboard Boat Classic and concert
 Date(s) of Event 8/4/18 Location Waterfront Park
 Event Start Time: 3:00 pm Event End Time: 10:00 pm
 Name of Organization/Applicant Lake County Rowing Association
 Email president@rowlcra.org
 Day Phone 352-536-0073 Cell Phone 352-536-0073
 Address 1050 Victory Way City Clermont ST FL Zip 34711
 Briefly Describe Event casual boat regatta and 80's cover band concert
casual boat regatta and 80's cover band concert
 What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☐ Other
 What is your beverage containment area? north parking lot of highlander hut
 Outside event, attach diagram see attached
 Inside event, list rooms: N/A
 Who is your licensed beverage caterer*? Premier Event Services, Inc

****A copy of the caterer's license and insurance must be submitted with your request form***

I declare that all information herein is true and complete to the best of my knowledge.

I understand that approval of this request is NOT a grant of a liquor license.

DocuSigned by:

my coleman

02B37A37B05F4AD...

Applicant Signature

6/12/2018

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason(s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2018

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

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

PRODUCER LRA Insurance 498 S Lake Destiny Dr Orlando FL 32810	CONTACT NAME: Charlene Ohler PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: cohler@lrainsurance.com
INSURED Premier Services For Events Inc, DBA: Premier 3506 Mediterra Dr Clermont FL 34711	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance INSURER B: Mount Vernon Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 18/19 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CL1704508C	6/11/2018	6/11/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
B	Liquor Liability			CL2660751D	6/11/2018	6/11/2019	Aggregate Limit 2,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP#16-025 and Title: Concession and Catering Services. City of Clermont is included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER

City of Clermont
685 West Montrose Street
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/COHLER

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MAP 1

Fire boat

Upcoming Event signage requested on HWY 50 10 days prior to event
 Additional 24" x 36" signage DAY OF EVENT directing attendee parking and team parking throughout town

August 3rd & 4th , 2018

**A PROPOSED SUMMER TIME EVENT TO BE HOSTED BY:
LAKE COUNTY ROWING ASSOCIATION IN PARTNERSHIP WITH
THE CITY OF CLERMONT.**

THE CLERMONT CARDBOARD CLASSIC REGATTA

BEGINS WITH CARDBOARD BOAT DISPLAYS AT THE
FIRST FRIDAY FOOD TRUCK EVENT **AUGUST 3RD.**

CONTINUES SATURDAY **AUGUST 4TH** AT WATERFRONT PARK WITH
CARDBOARD BOAT RACES, FAMILY ACTIVITIES, FOOD TRUCKS,
BEER GARDEN, AND MUSICAL ENTERTAINMENT BY SWITCH.

- The Clermont Cardboard Classic is designed with the family in mind and allows for participation even though people may have little or no previous experience.
- It will provide comic relief for both participants and spectators on a hot summer day.
- The race is simple in nature and will be run with safety as the first priority. Throughout the event the goal is to be unique, well planned, having strong support through volunteers, and fun for all.
- This event has the ability to attract a large number of participants and spectators from all over the United States. We believe Clermont is well positioned to kick off the Cardboard Classic as signature event with the ability to grow the event larger over the coming years.
- The August dates of this event will be beneficial to our local hotels and businesses. Our Florida "Summer off season" will encourage more visitors due to greater hotel room availability, and more affordable pricing.
- Lake County Rowing currently has the proper safety equipment along with buoys and floating docks to operate the races in a safe, well organized, and timely manner. LCRA also has a growing volunteer pool with the ability to recruit additional help as needed.
- LCRA will be partnering with the City of Clermont for crowd control, sanitation, and a host of other items.



LCRA CURRENTLY HAS THE REQUIRED EQUIPMENT NEEDED INCLUDING SAFETY BOATS, BUOYS, AND DOCKS. LCRA ALSO HAS THE PROVEN EXPERIENCE OF HOSTING LARGE ON THE WATER EVENTS.



HOW WILL THIS EVENT POSITIVELY IMPACT THE CITY OF CLERMONT?



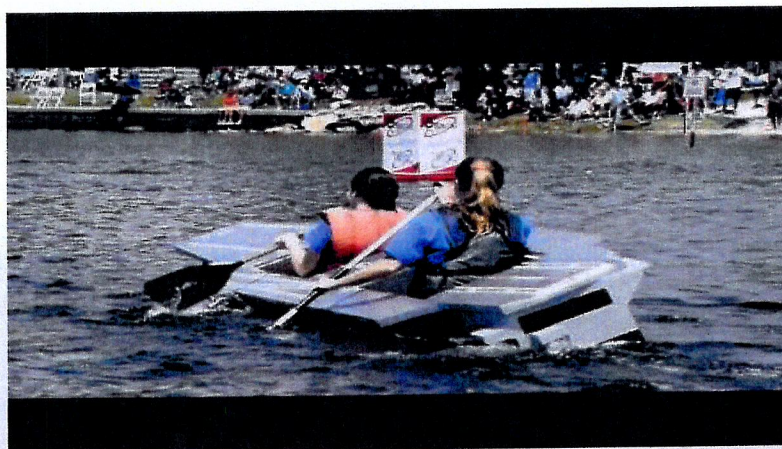
**A UNIQUE EVENT DESIGNED TO BE AS MUCH FUN TO WATCH
AS IT IS TO COMPETE.**



**A VARIETY OF DIVISIONS AND LOTS OF AWARDS GIVING EVERY
TEAM A FIGHTING CHANCE FOR A WIN.**



RULES ARE SIMPLE -BE CREATIVE, STAY AFLOAT, AND HAVE FUN!



Link to YouTube video of Cape Coral Cardboard race -
<https://youtu.be/vj5-0hAl3m4>

Link to YouTube video of Switch back to the 80's band -
<https://youtu.be/uWYfy3DrCCE>

See you on the Water!



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Event and Open Container		
Requested Action		
Recommend to approve the Fondo Cycling Circuit USA to have an open container area for the "Grand Fondo" event on September 29 and 30, 2018 at Victory Pointe.		
Staff Report		
The Fondo Cycling Circuit USA is requesting to have an open container area for the "Grand Fondo" event on September 29 and 30, 2018 from 10:00 AM to 4:00 PM at Victory Pointe. The organization's open container area consists of a closed off area at Victory Pointe. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be using the licensed caterer Premier Event Services Inc. and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Gran Fondo Council Packet	Gran Fondo Council Packet.pdf	



#2795

APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date February 27, 2018
Name of Event Gran Fondo Series USA - Clermont
Date(s) of Event September 29-30, 2018 Estimated Attendance: 1,000
Event Start Time: 12:00pm (Sept. 29) Event End Time: 3:00pm (Sept. 30)
Before Event Setup Time: 7:00am (Sept. 29) After Event Cleanup Time: 6:00pm (Sept. 30)
Name of Organization/Applicant ASD/Steve Meckfessel

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☒ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # M212-783-63-242-0

Event Contact Steve Meckfessel Email steve.meckfessel@asdeporte.com
Day Phone 727-515-0698 Cell Phone 727-515-0698
Address 5639 Terrain de Golf Dr. City Lutz State FL Zip 33558
Secondary Contact Mandy Irizarry Phone # 407-341-4362

Briefly Describe Event: Part of a national series of five other Gran Fondo recreational bike rides.
Saturday is late registration & packet pick-up (12-6pm) and Sunday offers three ride options:
30, 50 and 75 miles. A rolling road closure for a few miles to get the cyclists out of Clermont is
requested. The event ends with food trucks, craft beer and live music.

Location of Event on City Property: ☐ A ☐ B ☐ C ☐ D ☐ Map 1 ☐ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Victory Pointe

Other Location: Victory Pointe

NAME OF EVENT:	Gran Fondo Series USA - Clermont		
DATE OF EVENT:	September 29-30, 2018		
EVENT CONTACT:	Steve Meckfessel		
REFUND MAILING ADDRESS:	5639 Terrain de Golf Dr.		
	Street Address		
	Lutz	FL	33558
	City	ST	Zip
CELL PHONE:	727-515-0698		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr. min, per staff	
Police Officer	\$30	\$30	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				



CITY OF CLERMONT Alcohol Request Form

Today's Date June 9, 2018
Name of Event Fondo Cycling Circuit USA - Clermont
Date(s) of Event Sunday Sept. 30, 2018 Location Victory Pointe
Event Start Time: 10:00am Event End Time: 4:00pm
Name of Organization/Applicant Steve Meckfessel
Email steve@fondocyclingcircuitusa.com
Day Phone 727-515-0698 Cell Phone 727-515-0698
Address 5639 Terrain de Golf City Lutz ST FL Zip 33558
Briefly Describe Event Part of a 6-city series of recreational bike rides.
Beer will be served at the conclusion of the ride.

What do you plan on serving (check all that apply): ☒ Beer ☐ Wine/Champagne ☐ Other

What is your beverage containment area? We request attendees being able to move throughout the park
Outside event, attach diagram See letter "H" on the attach diagram with their
Inside event, list rooms: N/A beer.
Who is your licensed beverage caterer*? Premier Services for Events Inc.

***A copy of the caterer's license and insurance must be submitted with your request form**

I declare that all information herein is true and complete to the best of my knowledge.

I understand that approval of this request is NOT a grant of a liquor license.

Steve Meckfessel
Applicant Signature

June 9, 2018
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason(s): _____

SIGNATURE

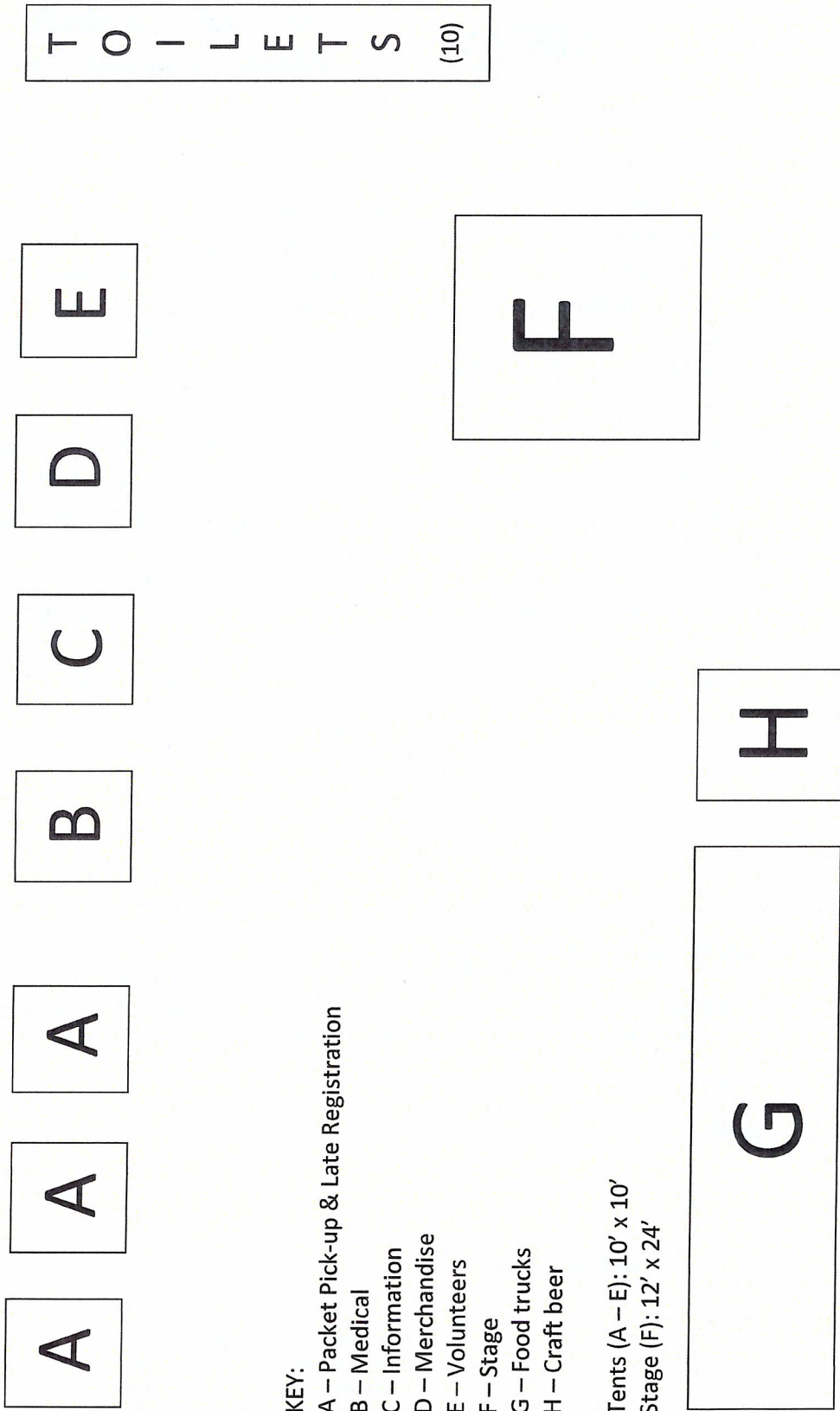
TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711

FONDO CYCLING CIRCUIT USA – CLERMONT
September 29-30, 2018

PROPOSED VENUE MAP @ VICTORY POINTE



KEY:

- A – Packet Pick-up & Late Registration
- B – Medical
- C – Information
- D – Merchandise
- E – Volunteers
- F – Stage
- G – Food trucks
- H – Craft beer

Tents (A – E): 10' x 10'
Stage (F): 12' x 24'



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850.487.1395

PREMIER SERVICES FOR EVENTS INC
PREMIER EVENT SERVICES
354 STORY ROAD
OCOE FL 34761

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES
BEV5812348	13CT

The CATERER
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: SEP 30, 2018
CONSUMPTION ON PREMISES ONLY

PREMIER SERVICES FOR EVENTS INC
PREMIER EVENT SERVICES
354 STORY ROAD
OCOE FL 34761



ISSUED: 08/22/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1708220001998



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2018

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

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PRODUCER LRA Insurance 498 S Lake Destiny Dr Orlando FL 32810		CONTACT NAME: Charlene Ohler PHONE (A/C, No, Ext): (407) 838-3445 E-MAIL ADDRESS: cohler@lrainsurance.com FAX (A/C, No): (407) 838-3460	
INSURED Premier Services For Events Inc, DBA: Premier 3506 Mediterra Dr Clermont FL 34711		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance INSURER B: Mount Vernon Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18/19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			CL1704508C	6/11/2018	6/11/2019	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Liquor Liability			CL2660751D	6/11/2018	6/11/2019	Aggregate Limit	2,000,000
							Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP#16-025 and Title: Concession and Catering Services. City of Clermont is included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Clermont
685 West Montrose Street
Clermont, FL 34711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/COHLER

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USACYCL-18

MRODRIGUEZ

DATE (MM/DD/YYYY)

06/07/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: Fairly Group Certificates	
	PHONE (A/C, No, Ext): (806) 376-4761	FAX (A/C, No): (806) 337-1859
	E-MAIL ADDRESS: certs@fairlygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Per Event	X		015375404	12/31/2017	12/31/2018	EACH OCCURRENCE	\$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
							MED EXP (Any one person)	\$	Excluded
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	3,000,000
							PRODUCTS - COMP/OP AGG	\$	2,000,000
								\$	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2018-91

Endorsement LEXDOC021 (LX0404) SCHEDULE OF NAMED INSURED: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement LX4309
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Clermont 685 W. Montrose St. Clermont, FL 34711	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
(06/14) - Additional Insured - Designated Person or Organization.

Event Number: 2018-91
Event Name: Fondo Cycling Circuit USA - Clermont
Event Location: Clermont, FL
Event Date(s): 09/30/2018

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 12/31/2017

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

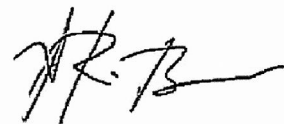
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

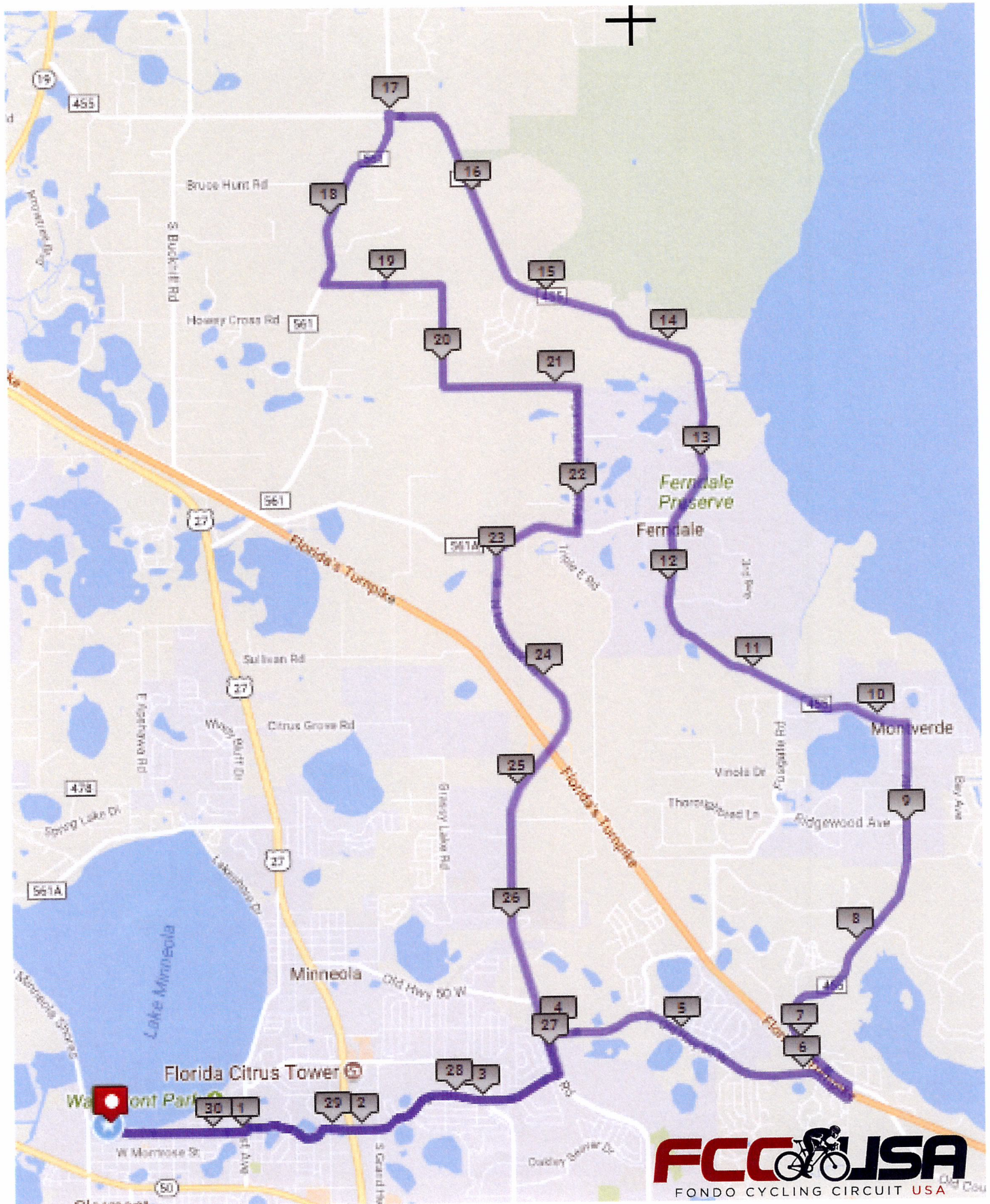
All other terms and conditions of the policy remain the same.



Authorized Representative

30 MILE COURSE

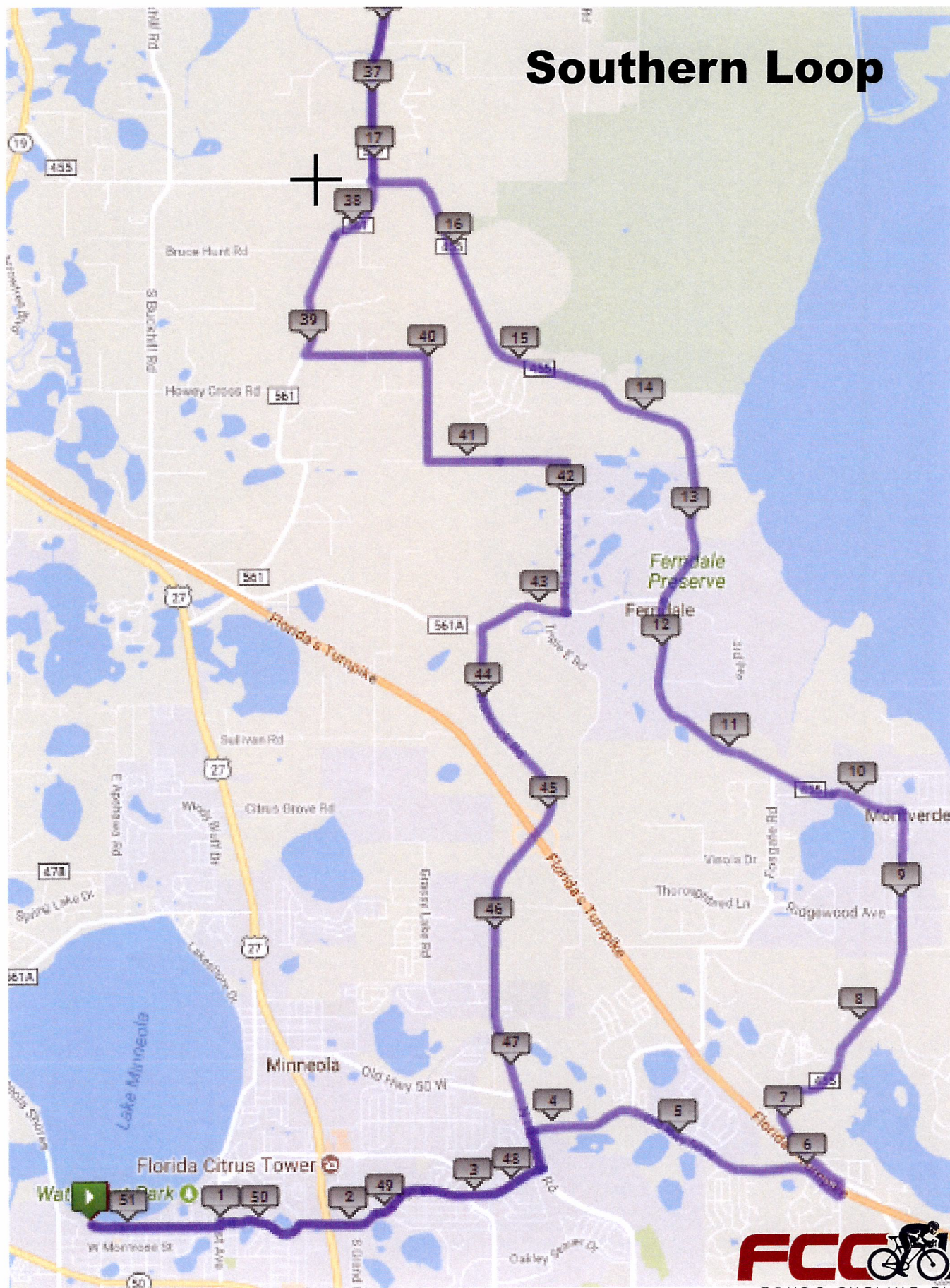
*Current
May 24*



—

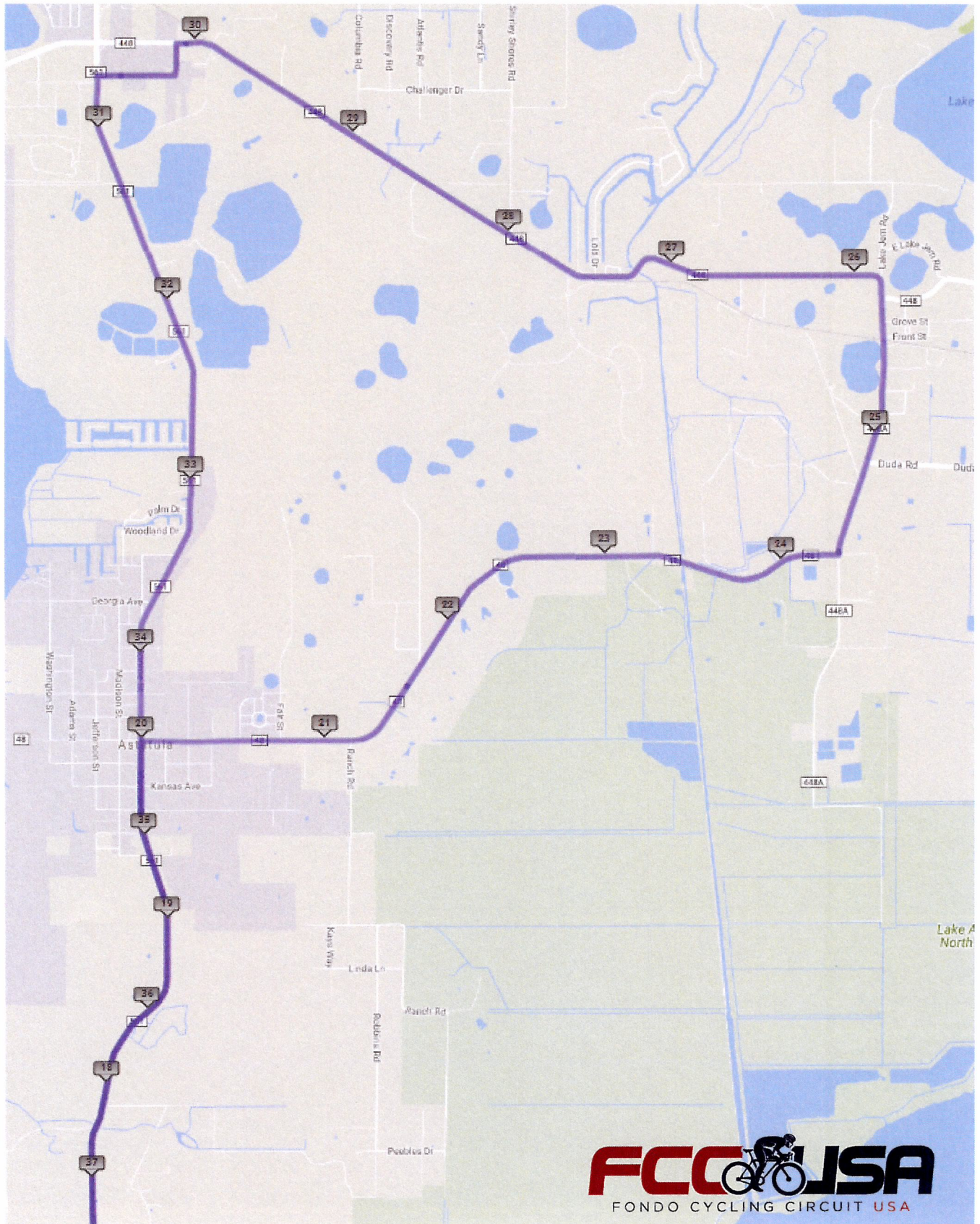


50 MILE COURSE



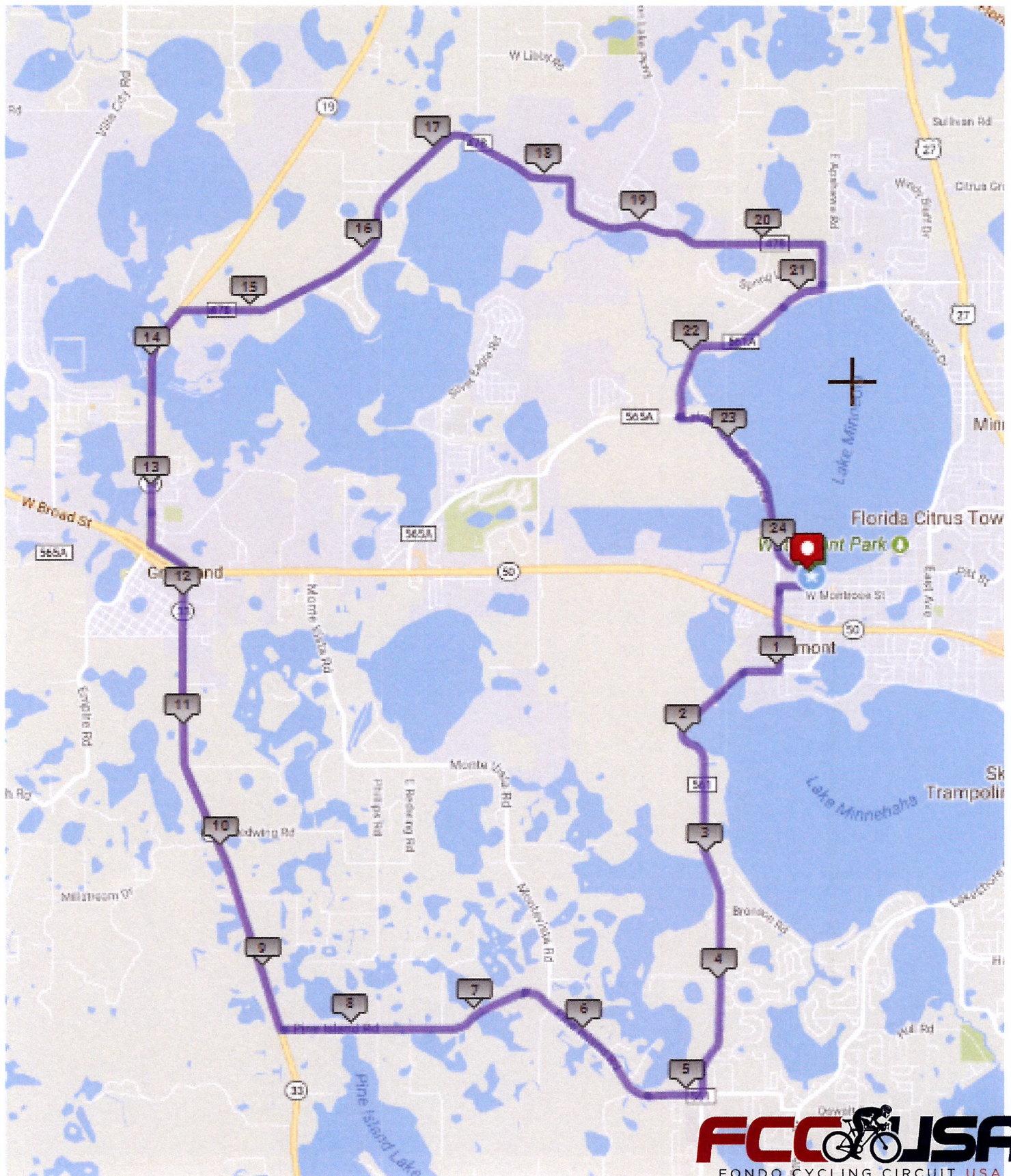
50 MILE COURSE

Northern loop

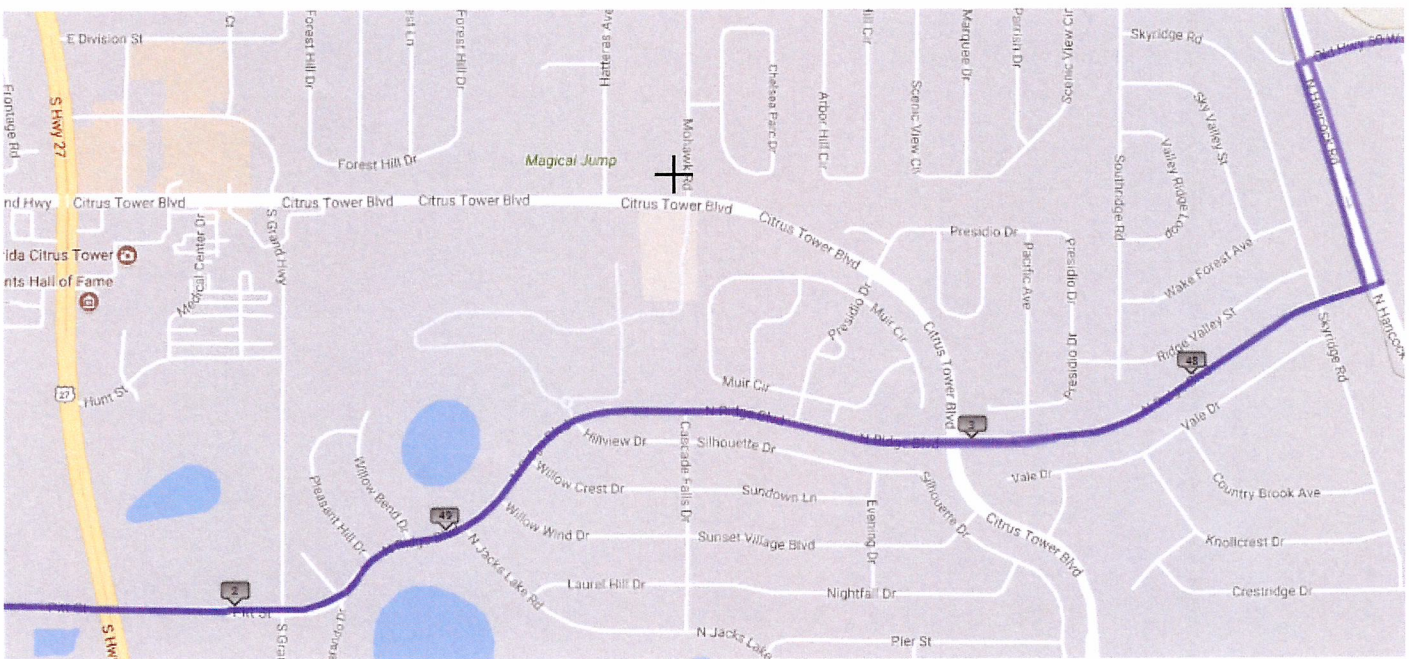
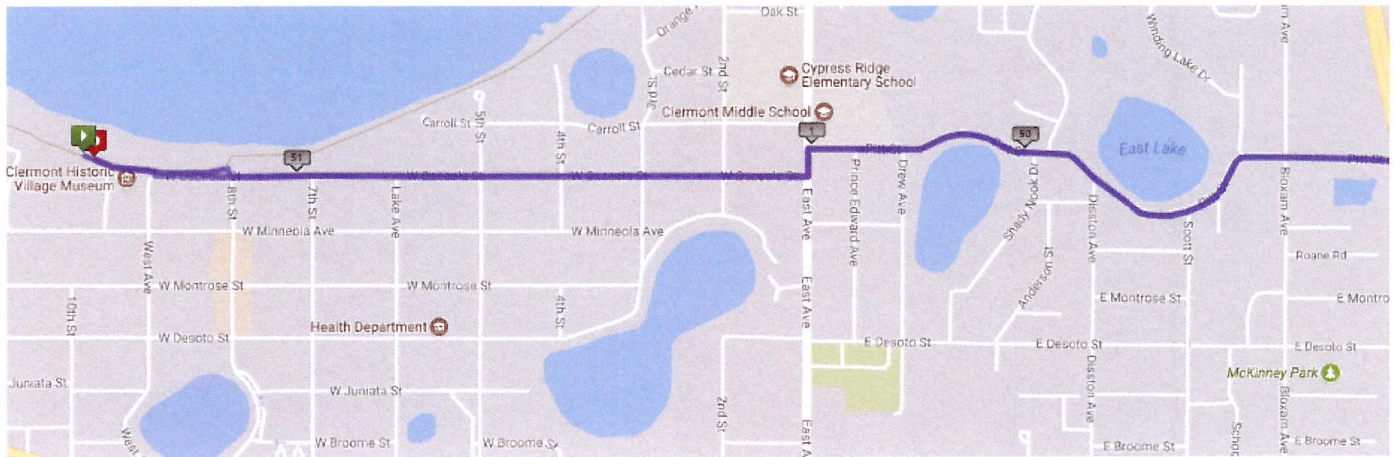


75 MILE COURSE

50 Mile Course First - Part 2 - Miles 50-75



START - ALL COURSES





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Scope of Services		
Requested Action		
Recommend to approve the scope of services proposal for the Johns Lake Road Water Main Replacement in the amount of \$83,188.00 as part of the water main looping project for the master plan.		
Staff Report		
Environmental Services request the approval of the scope of services for the Johns Lake Road Water Main Replacement as provided by Wood Environment & Infrastructure Solutions as part of the master plan projects.		
Additional Analysis		
Fiscal Impact Summary		
The requested scope of services of \$83,188 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Johns Lake Rd. Water Main Replacement	Johns Lake Rd. Water Main Replacement.pdf	



Wood Environment & Infrastructure Solutions, Inc.
2000 E. Edgewood Drive, Suite 215
Lakeland, FL 33803
T: 863-667-2345
www.woodplc.com

June 12, 2018

City of Clermont
Mr. Mark Griffin
Environmental Services Coordinator
3335 Hancock Road
Clermont, FL 34711

Sent Via Email: MGriffin@clermontfl.org

RE: Revised Proposal for Professional Engineering Services
Johns Lake Road Water Main Replacement
Wood Project No. 600365.13

Dear Mr. Griffin:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide the City of Clermont (CITY) with this proposal for professional engineering services. We understand our task will be to develop construction documents and permitting assistance for the Johns Lake Road water main replacement Project in Clermont, Florida. The proposed scope of services is provided below:

BACKGROUND:

The City of Clermont, Florida needs to replace an 8" water main with a 12-inch water main to improve system reliability. The new 12-inch water main alignment will be from the northwest corner of the intersection of C W Harrell Road and Sunburst Lane; north along the west side of CW Harrell Road to the southwest corner of Johns Lake Road; east along the south side of Johns Lake Road to Friendship Road; cross Johns Lake Road; and end at a proposed 12-inch water main under Friendship Road north of Johns Lake Road.



SCOPE OF WORK:

Task 1: Project Administration

- 1) The Wood Project Manager shall provide general project control and team coordination with all team members.
- 2) The Wood Project Manager shall prepare monthly status reports for the CITY to accompany invoices.
- 3) The Wood Project Manager shall attend a minimum of three (3) meetings with the CITY related to the design services, comprised of one (1) kick-off meeting and two (2) review meetings at the 60% and 100% construction plans submittal phase.

Task 2: Surveying Services

To support the design effort, a right-of-way and topographic survey along the proposed 4,100 linear feet corridor along the west side of CW Harrell Road, the south side of Johns Lake Road, and the 100-feet north of Johns Lake Road on Friendship Road. Both right-of-way lines edge of pavement, and centerlines will be surveyed for each road in the project area. The surveying effort will include the following tasks:

- Establish horizontal control consisting of three (3) permanent control points to be set in the vicinity of the project corridor. The survey control will be relative to the North American Datum of 1983/Adjustment of 2011 (NAD83/11) with values expressed in the Florida State Plane Coordinate System, Florida East Zone 901.
- Establish vertical control, consisting of two project benchmarks along the project corridor. These benchmarks will be relative to the North American Vertical Datum of 1988 (NAVD88) based on existing National Geodetic Survey benchmarks or City of Clermont benchmarks in the vicinity of the project. This vertical control and the horizontal control described above can also be utilized for future construction staking purposes as well.

This topographic survey will include the location of the following visible improvements and features within the west side of CW Harrell Road, the south side of Johns Lake Road, and the 100-feet north of Johns Lake Road on Friendship Road right-of-way:

- Edge of roadway pavement
- Side street pavement
- Curb
- Sidewalk
- Storm water inlet manholes and pipes, including pipe invert elevations
- Sanitary manholes and pipe, including pipe invert elevations
- Headwalls
- Visible surface evidence of buried utility lines



- Power poles
- Light poles
- The face of building structures (if they fall within survey limits)
- Trees greater than 6 inches DBH
- Signs
- Right-of-way lines based upon property appraiser's data and recovered property corners

All services and products will be performed in conformance with Florida Administrative Code Rule Chapter 5J-17, pursuant to Chapter 472, Florida Statutes.

For estimating purposes, we have assumed that our services will include surface evidence of buried utilities, as described above.

Task 3: Geotechnical Services

A sub-surface soil investigation shall be performed by Wood as outlined below. All soil borings shall be filled with like material removed. Wood will perform the soil survey and geotechnical services as noted below.

Task 3a – Site Investigation

The scope of the site investigation is as follows:

- 1) Coordinate identification of all buried and overhead utilities in the vicinity of the proposed borings.
- 2) Perform a visual inspection of the project site and stake boring locations.
- 3) Perform nine (9) power augers along the proposed 4,100-foot water main alignment. The hand augers will be spaced approximately 500 feet apart and will be advanced to depths of up to approximately 10 feet below existing ground surface.
- 4) Log soil strata observed during the investigation based on the Visual-Manual Identification of Soils (ASTM D 2488) and our experience with similar soils within Central Florida.
- 5) Collect representative samples in airtight containers for laboratory testing.
- 6) On completion, the boreholes will be backfilled with cement grout to the subgrade. The surface hole will be patched with like material.

Task 3b – Laboratory Testing

Laboratory tests will be performed on selected samples and may include natural moisture content (ASTM D 2216), grain size analysis (ASTM D 1140 or ASTM D 422), Atterberg Limits (ASTM D 4318) and/or organic content (ASTM D 2974). On completion of laboratory tests, the samples will be classified in accordance with the Unified Soils Classification System (USCS) system (ASTM D 2487).



Task 3c - Geotechnical Report

Wood will prepare a geotechnical report summarizing the findings of the investigation. This report will include:

- 1) A description of the fieldwork and investigation methods.
- 2) Boring logs and field and laboratory test results summaries.
- 3) Engineering analyses and geotechnical recommendations for the treatment train installation.

Task 4: Wetland & Endangered Species Determination

Wood will perform a field investigation to determine if there are any wetland or endangered species in the project area. If a wetland is determined to be in or adjacent to the project area, the wetland line will be geodetically located using sub-meter Trimble GPS equipment. A technical memo summary will be provided to present the findings and identify if any additional endangered species work will be required.

Task 5: Utility Coordination

Wood shall investigate and confirm the physical location of all existing utilities that would be in conflict with the proposed project during construction. This requires location of overhead and buried utilities in both horizontal and vertical location that will impact any activity during construction.

We will submit a letter to each affected utility company requesting verification of location of their facilities. In case their facilities are in conflict with the proposed design, the consultant shall coordinate with those companies for relocation of their facilities.

The design engineer will utilize Subsurface Utility Engineering to confirm the physical location of the utility facilities. Twenty-two (22) subsurface utility test holes are assumed for budget purposes for this project. Holes will be backfilled with like material and restored accordingly.

Task 6: Design Services

Wood design staff shall prepare the Construction Plans. This work effort includes the design needed to provide complete construction plans including specifications for the project with sufficient information to allow for constructing and permitting. The design shall include plans for the construction of a new 12-inch force main to be open cut in the existing right-of-way. The alignment will be from the northwest corner of the intersection of C W Harrell Road and Sunburst Lane; north along the west side of CW Harrell Road to the southwest corner of Johns Lake Road; west along the south side of Johns Lake Road to a Friendship Road; cross Johns Lake Road; and end at an existing 12-inch water main under Friendship Road north of Johns Lake Road. The road crossings will most likely be by directional drilling. Design services shall include field



reconnaissance and development of construction plans at 60%, 100%, and Final design incorporating CITY, Lake County, and Florida Department of Environmental Protection (FDEP) comments.

Task 6a - Field Visits

Wood shall conduct the necessary field visits as part of the data collection phase to develop an understanding of the area, potential conflicts and concerns that may impact the proposed design.

Task 6b – Water Main Design

Wood shall use the CITY provided information, and the Wood survey, geotechnical and environmental investigation to develop the design documents. Preliminary construction plans (30%) will be developed to send to utilities for locates on the design plans. All responses from the utilities will be included in the construction plans. 60% Construction Plans will be submitted to the City for review.

Task 6c – Final Design Documentation

Wood shall incorporate all CITY comments from the 60% submittal. The 100% plans will be submitted to the City, Lake County and to the FDEP. Any City, County or FDEP comments from the 100% submittal will be incorporated into the Final Construction Plans.

Task 6d - Construction Plans

The Wood design staff shall review and analyze the survey and geotechnical borings, conduct necessary field visits, prepare the construction plan sheets, notes and details to include sheets necessary to convey the intent and scope of the project for the purposes of construction. All elevation related sheets shall state the datum used.

60% Construction Plans shall include the following:

- 1) Cover Sheet
- 2) General Notes
- 3) Project Layout Sheet
- 4) Plan and Profile Sheets
- 5) Cross Sections
- 6) Utility Details

Upon review and approval of the 60% Plans by the CITY, Wood shall prepare plans for submittal at the 100% and Final Plans stages. The plan sheets shall include the sheets in the following order:

- 1) Cover Sheet
- 2) General Notes



- 3) Survey Control Sheet(s)
- 4) Project Layout Sheet
- 5) Plan and Profile Sheets
- 6) Cross Sections
- 7) Utility Details
- 8) SWPPP and Erosion Control Sheets

Task 7: Permit Services

Florida Department of Environmental Protection

Wood shall prepare an FDEP "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application for the new water main upon approval of the 100% construction plans by the CITY. The application shall be provided to the CITY for signature and submitted to FDEP.

Lake County

Wood will have a pre-application meeting with Lake County for a Right-of-Way Use Permit. This meeting will be to discuss the requirements for the construction methods required by the County. The options of open cut versus directional drill will be discussed for crossing CW Harrell Road and Johns Lake Road. Open cut of Friendship Road is the only option since the existing 12-inch water main that we will connect to is located under the road. We will need to discuss what maintenance of traffic will be required for this road closure, if any.

Wood shall prepare a Lake County "Right of Way Use Permit" application for the new water main upon approval of the 100% construction plans by the City. The application shall be provided to the CITY for signature and submitted to Lake County.

Permit Fees

The permit fee for the FDEP of \$100 and the Lake County Right-of-Way Use permit fee of \$100 are included in this proposal.

Task 8: Construction Services

Wood will develop technical specifications and work with the City purchasing department to develop the bid package. Wood's project manager will attend the pre-bid meeting and consult with the CITY on questions during the bid process and evaluation. Our project manager will also review the bids and make a recommendation for the selection of the low bidder based on the submitted bids lowest bidder, and will attend the pre-construction kick-off meeting. Wood will review all contractor submitted shop drawings. Ten (10) site visits during construction is included in this proposal. Upon completion of the construction phase, the Wood engineer-of-record will



review the as-built survey from a Florida licensed land surveyor supplied by the CITY; and once satisfied, sign and seal for submittal to the regulatory agencies at the conclusion of construction.

SCHEDULE:

Wood anticipates the following schedule for this project. Please note that CITY comment periods and Agency review and permit processing times are estimated.

TASK	DURATION (TIME TO COMPLETE FROM NTP)
Task 1: Project Administration	Project Duration
Task 2: Survey	3 weeks (4 weeks)
Task 3: Geotechnical Services	3 weeks (4 weeks)
Task 4: Wetland & Species Determination	1 week (4 weeks)
Task 5: Utility Coordination	3 weeks (*8 weeks)
Task 6: 30% Water Main Design	2 weeks (7 weeks)
60% Force Main Design	2 weeks (**10 weeks)
100% Force Main Design	1 week (**12 weeks)
Final Force Main Design	1 week (**15 weeks)
Task 7: Permitting Services	1 week (**18 weeks)
Task 8: Construction Services (Two weeks for technical specs.)	Per Const. Schedule
Total	20 weeks (To Bid)

**Allows two weeks for utility responses*

***Allows for one-week City review*

****Allows for two-week FDEP and Lake County review*

PROJECT BUDGET SUMMARY:

The estimated budget for Tasks 1 through 8 is **\$83,188.00** as summarized below and will be billed in accordance with the Master Services Agreement.

TASK	LUMP SUM BUDGET
Task 1: Project Administration	\$6,840.00
Task 2: Survey	\$13,785.00
Task 3: Geotechnical Services	\$5,840.00
Task 4: Wetland & Species Determination	\$1,548.00
Task 5: Utility Coordination	\$4,844.00



TASK	LUMP SUM BUDGET
Task 6: Design Services	\$13,995.00
Task 7: Permitting Services	\$2,664.00
Task 8: Construction Services	\$15,486.00
Total	\$83,188.00

This proposal is valid for a period of 30 days. We are prepared to begin immediately upon receiving the Notice to Proceed.

Please feel free to contact our office at (863) 667-2345 to discuss any questions that you might have. We appreciate the opportunity to submit our proposal, and look forward to working with you to complete this project.

Sincerely,



David W. Butcher, P.E., LEED AP
Senior Project Manager



Michael D. Phelps, P.E.
Office Manager

DWB/MDP/tjm



TABLE 1
SCOPE OF SERVICES, MAN HOUR SUMMARY & LABOR BUDGET
Johns Lake Road Water Main Replacement
Wood Project No. 600366.13
June 12, 2018

Task	Labor Category	Subconsultant on Subtask	Subconsultant Fee	Associate (hrs.)	Sr. 2/PM (hrs.)	Sr. 1/PM (hrs.)	Prof. 3 (hrs.)	Prof. 2 (hrs.)	Prof. 1 (hrs.)	Sr Designer (hrs.)	2-Man Survey Crew (hrs.)	Admin. Asst. (\$60.00)	Total Hours	Total Fee
1	Project Administration/Meetings/Coordination/Status Reports			\$165.00	\$132.00	\$132.00	\$120.00	\$108.00	\$94.00	\$105.00	\$120.00	\$60.00		
2	Surveying			40	0	0	0	0	0	0	0	4	44	\$6,840.00
3a	Soil Survey & Geotechnical Services- Site Investigation			11	0	0	0	0	0	50	56	0	117	\$13,785.00
3b	Soil Survey & Geotechnical Services- Laboratory Testing		\$1,200.00	0	2	0	0	2	9	0	0	0	13	\$2,566.00
3c	Soil Survey & Geotechnical Services- Report		\$480.00	0	1	0	0	2	2	0	0	0	5	\$1,036.00
4	Wetland & Species			1	4	0	0	8	4	1	0	2	20	\$2,238.00
5	Utility Coordination/SUE			0	0	8	0	4	0	0	0	1	13	\$1,548.00
6a	Design Services - Field visits			9	0	0	0	0	0	42	66	3	120	\$13,995.00
6b	Design Services - Preliminary Design			4	0	0	0	0	0	0	0	0	4	\$960.00
6c	Design Services - Final Design			4	0	0	0	0	0	0	0	1	5	\$720.00
6d	Construction Plans (30%)			4	0	0	0	24	0	60	0	1	89	\$9,612.00
	Construction Set (60%)			4	0	0	0	8	0	32	0	1	45	\$4,944.00
	Construction Set (90%)			2	0	0	0	4	0	16	0	1	23	\$2,502.00
	Construction Set (Final)			2	0	0	0	4	0	8	0	1	15	\$1,662.00
7	Permitting Services			8	0	0	0	8	0	0	0	8	24	\$2,864.00
8	Bid and Construction Services													
	Technical Specifications			4	0	0	0	16	0	0	0	4	24	\$2,628.00
	Attend Pre-Bid Meeting			4	0	0	0	0	0	0	0	0	4	\$960.00
	Address RFIs During Bidding Process			2	0	0	0	4	0	0	0	0	6	\$720.00
	Pre-construction Meeting			4	0	0	0	4	0	0	0	0	8	\$1,092.00
	Review Shop Drawings			2	0	0	0	8	0	0	0	0	10	\$1,194.00
	Respond to RFIs/Pay app review			0	0	0	0	0	0	0	0	0	0	\$0.00
	Site Visits; Progress Meetings			20	0	0	0	40	0	0	0	0	60	\$7,620.00
	As-built review/DEP Certification			6	0	0	0	0	0	4	0	2	12	\$1,530.00
	Total Hours			135	7	8	0	138	15	213	122	30	576	\$1,800.00
	TOTAL PROJECT			\$22,275.00	\$1,064.00	\$1,056.00	\$80.00	\$14,698.00	\$1,410.00	\$22,365.00	\$14,640.00	\$1,800.00		

TABLE 2

Direct Reimbursables				
Task	Units	Quantity	Cost	Total
Shipping	ea.	5	\$20.00	\$100.00
Trimble	ea.	1	\$110.00	\$110.00
Lake County Permit Fee	ea.	1	\$100.00	\$100.00
FDEP Permit Fee	ea.	1	\$100.00	\$100.00
Mileage	day	15	\$120.00	\$1,800.00

TABLE 3
TOTAL BUDGET

Task	Cost
Task 1: Project Administration	\$6,840.00
Task 2: Survey Services	\$13,785.00
Task 3: Geotechnical Services	\$5,840.00
Task 4: Wetland & Species Determination	\$1,548.00
Task 5: Utility Coordination/SUE	\$13,995.00
Task 6: Design Services	\$20,820.00
Task 7: Permitting Services	\$2,664.00
Task 8: Bid and Construction Services	\$15,486.00
Direct Reimbursables	\$2,210.00
Total Not To Exceed	\$83,188.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of The Clermont Downtown Partnership's annual Downtown Clermont Art Festival event with road closures.		
Staff Report		
The Clermont Downtown Partnership (CDP) requests to host their annual "Downtown Clermont Art Festival" in Historic Downtown Clermont on November 3 and 4, 2018. The CDP is requesting road closures on Saturday, November 3 at 8:00 AM through Sunday November 4 at 7:00 PM. Road Closures would include:-Montrose Street from Lake Avenue to the driveway of the former Police Station-7th Street between Desoto Street and the entrance of the City Hall parking lot-8th Street from Montrose Street to Minneola Ave.-A small portion of the public parking lot between the South Lake Animal League and the Moonlight PlayersAttached is a map detailing the road closures as reference. The CDP will integrate the 1st Friday Food Truck event, with previously approved road closures, with this event.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. DCAF Application DCAF Application.pdf		



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 5/2/18
Name of Event Clermont Downtown Partnership - ART FEST
Date(s) of Event Nov 3 & 4, 2018 Estimated Attendance: 5000 (2 days)
Event Start Time: Nov 3 10:00 am Event End Time: Nov 4 5:00 pm
Before Event Setup Time: Nov 3 8:00 am After Event Cleanup Time: Nov 4 7:00 pm
Name of Organization/Applicant Sandy Farnsworth - CDP

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 59-3749760
Event Contact Sandy Farnsworth Email Sandyfcdp@gmail
Day Phone 352-617-8788 Cell Phone 352-617-8788
Address Po Box 120734 City Clermont State FL Zip 34712
Secondary Contact Erika Shanoff Phone # 908-670-2305
Briefly Describe Event: Festival drawing Artists, crafters,
Kids Chalk Art Contest

Location of Event on City Property: ☐ A ☐ B ☐ C ☐ D ☐ Map 1 ☒ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: _____

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Street Address

City

ST

Zip

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr. min, per staff	
Police Officer	\$30	\$30	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				7% Sales Tax
				GRAND TOTAL

FACILITY SALES RECEIPT



Receipt # 11741
Payment Date: 05/03/18
Household: 903

Clermont City Center
620 West Montrose Street
CLERMONT FL 34711
Phone: (352)708-5975

Clermont Downtown Partnership
P O Box 120734
Clermont FL 34712-0734
info@clermontdowntownpartnership.c

Reservation Details: Downtown, City Hall Park

Reserv. Contact: Clermont Downtown Partnership
Phone Number: (352)989-5339
Reserv. Number: 1516
Status: Firm
Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 11/03/2018 10:00A to 5:00P	0.00	0.00	0.00	0.00	0.00

Reservation Details: Downtown, City Hall Park

Reserv. Contact: Clermont Downtown Partnership
Phone Number: (352)989-5339
Reserv. Number: 1516
Status: Firm
Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sun 11/04/2018 2:00P to 6:00P	0.00	0.00	0.00	0.00	0.00

Processed on 05/03/18 @ 11:53 am by acardarelli

Total New Fees	0.00
Total Due	0.00

Total Fees Paid	0.00
Total Paid	0.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of the Clermont Downtown Partnership's annual Harvest Festival with road closures and hayride.		
Staff Report		
The Clermont Downtown Partnership (CDP) requests to host their annual "Harvest Festival" in Historic Downtown Clermont on October 27, 2018. The CDP is requesting road closures on Saturday, October 27, 2018 beginning at 8 am and ending at 8 pm. Road closures would include: -Montrose Street from Lake Avenue to the driveway of the former Police Station -7th Street between Desoto Street and the public parking lot between Montrose and Minneola Avenue. -8th Street from Montrose Street to Minneola Avenue -A small portion of the public parking lot between the South Lake Animal League and the Moonlight Players Attached is a map detailing the road closures. The CDP is also requesting that a hayride be approved for this event. The organization conducting the hayride will follow all traffic rules and regulations.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 10-27-18 Harvest Festival	10-17-18Harvest Festival.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 5/2/18
Name of Event Harvest Festival
Date(s) of Event Oct 27, 2018 Estimated Attendance: 5000
Event Start Time: 10:00 am Event End Time: 6:00 PM
Before Event Setup Time: 8:00 am After Event Cleanup Time: 8:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 59-3749760
Event Contact Sandy Farnsworth Email Sandyfcdp@gmail.com
Day Phone 352-617-8788 Cell Phone 352-617-8788
Address Po Box 120734 City Clermont State FL Zip 34712
Secondary Contact Erika Shanoff Phone # 908-670-2305
Briefly Describe Event: Vendors, kids area, costume
Contests

Location of Event on City Property: ☐ A ☐ B ☐ C ☐ D ☐ Map 1 ☒ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: _____

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Harvest Festival
 DATE OF EVENT: Oct 27 2018
 EVENT CONTACT: Sandy Farnsworth
 REFUND MAILING ADDRESS: PO Box 120734
 Street Address
Clermont FL 34712
 City ST Zip
 CELL PHONE: 352-617-8788

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr. min, per staff	
Police Officer	\$30	\$30	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

FACILITY SALES RECEIPT



Receipt # 11740
Payment Date: 05/03/18
Household: 903

Clermont City Center
620 West Montrose Street
CLERMONT FL 34711
Phone: (352)708-5975

Clermont Downtown Partnership
P O Box 120734
Clermont FL 34712-0734
info@clermontdowntownpartnership.c

Reservation Details: Downtown, City Hall Park

Reserv. Contact: Clermont Downtown Partnership
Phone Number: (352)989-5339
Reserv. Number: 1515
Status: Firm
Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 10/27/2018 8:00A to 6:00P	0.00	0.00	0.00	0.00	0.00

Processed on 05/03/18 @ 11:48 am by acardarelli

Total New Fees

0.00

Total Due	0.00
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Total Fees Paid

0.00

Total Paid	0.00
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Resolution No. 2018-21R		
Requested Action		
Request approval of Resolution No. 2018-21R		
Staff Report		
Resolution No. 2018-21 is recommended for approval to formally amend the FY 2018 Budget primarily for Council actions during the third quarter.		
Additional Analysis		
Fiscal Impact Summary		
Net increase to total fund balance is \$121,356.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2018-21R -6 26 18	Resolution No. 2018-21R -6 26 18.docx	



CITY OF CLERMONT
RESOLUTION NO. 2018-21R

**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 Demolition (10515-54910) | \$ | 20,000 |
| To amend the Development Services budget to provide for the demolition of an abandoned single family residence within the Kings Ridge development that has completed the code, special magistrate and abatement proceedings. | | |
| 2. Decrease Fund Balance (10599-59900) | \$ | 20,000 |
| Total General Fund Adjustments. | | |

WATER FUND

- | | | |
|--|----|-------|
| 1. Increase Transfer to Sanitation Fund (41581-99116) | \$ | 8,796 |
| To amend the budget to provide for the replacement of a fuel dispenser and monitoring system as approved by the City Council on June 12, 2018. | | |
| 2. Decrease Fund Balance (41599-59900) | \$ | 8,796 |
| Total Water Fund Adjustments. | | |

SEWER FUND

- | | | |
|--|----|--------|
| 1. Increase Transfer to Sanitation Fund (42581-99116) | \$ | 13,488 |
| To amend the budget to provide for the replacement of a fuel dispenser and monitoring system as approved by the City Council on June 12, 2018. | | |
| 2. Decrease Fund Balance (42599-59900) | \$ | 13,488 |
| Total Sewer Fund Adjustments. | | |



CITY OF CLERMONT
RESOLUTION NO. 2018-21R

STORMWATER FUND

- | | | |
|--|----|---------|
| 1. Increase Federal Grant LWCF Program (45331-33170-38122) | \$ | 200,000 |
| To amend the budget to reflect the federal pass-through grant agreement with the State of Florida Department of Environmental Protection Land and Water Conservation Fund in the amount of \$200,000 for the Victory Pointe Project as approved by the City Council on May 22, 2018. | | |
| 2. Increase Transfer to Sanitation Fund (4558-99116) | \$ | 3,519 |
| To amend the budget to provide for the replacement of a fuel dispenser and monitoring system as approved by the City Council on June 12, 2018. | | |
| 3. Increase Fund Balance (45599-59900) | \$ | 196,481 |
| Total Stormwater Fund Adjustments. | | |

SANITATION FUND

- | | | |
|--|----|--------|
| 1. Increase Capital Outlay – Other Improvements (49534-66300) | \$ | 58,644 |
| Increase Transfer in from Water Fund (49381-38108) | \$ | 8,796 |
| Increase Transfer in from the Sewer Fund (49381-38110) | \$ | 13,488 |
| Increase Transfer in from Stormwater Fund (49381-38112) | \$ | 3,519 |
| To amend the budget to provide for the replacement of a fuel dispenser and monitoring system as approved by the City Council on June 12, 2018. | | |
| 2. Decrease Fund Balance (49599-59900) | \$ | 32,841 |
| Total Sanitation Fund Adjustments. | | |

Net Increase to Fund Balance – All Funds	\$	121,356
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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.



CITY OF CLERMONT
RESOLUTION NO. 2018-21R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of June, 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, June 26, 2018		
Agenda Item Name		
Resolution No. 2018-23R		
Requested Action		
Request approval of Resolution No. 2018-23R		
Staff Report		
The City of Clermont was recently notified by Lake County Communications group that our radios have met their end of support cycle from Motorola. As a result the County has decided to trade in all mobile and portable radios. All of the current radios are owned and operated by Lake County Board of County Commissioners. Lake County has requested all non-county users to support their portion of the purchase. When the City purchases the radios they will become property of the purchasing agency. Support of the current radio system will end 12/01/2018. Lake County currently plans to move forward with the purchase 10/01/2018. The cost to the City of Clermont to purchase the same numbers of radios in use today will be \$995,872.31. They are currently working with several lenders to spread the cost over a 10 year period. If successful the City could chose to participate in this program requiring a \$99,587.23 yearly contribution. As additional radios are added, the price will increase. Clermont Fire currently has 108 radios Clermont Police have 119 radios Clermont General Government have 2 radios Projected changes to Fire include an additional 7 radios Clermont Police are not requesting additional radios General Government is requesting an additional 4 radios.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the City in FY 2018. The ten year annual payment amount of \$99,587.23 will be included in the FY 2019 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1.	2018-23R Interlocal Agreement for Emergency Radios
2.	Interlocal Agreement County wide emerg radios

2018-23R Interlocal Agreement for Emergency Radios.pdf
Interlocal Agreement County wide emerg radios.pdf



CITY OF CLERMONT
RESOLUTION NO. 2018-23R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND LAKE EMERGENCY MEDICAL SERVICES, INC. AND THE MUNICIPALITIES 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 Interlocal Agreement regarding the County-wide emergency network radios between Lake County and the Municipalities, 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. 2018-23R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 26th day of June, 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

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND LAKE EMERGENCY MEDICAL SERVICES, INC. AND
THE MUNICIPALITIES OF LAKE COUNTY AND
LAKE COUNTY SHERIFF PEYTON C. GRINNELL
FOR COUNTY-WIDE EMERGENCY NETWORK RADIOS**

THIS AMENDED and RESTATED INTERLOCAL AGREEMENT (“Agreement”) by and between Lake County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”); Lake Emergency Medical Services, Inc., a Florida not for profit corporation, its successors and assigns (hereinafter referred to as “LEMS”); the undersigned parties, including certain municipalities organized and existing under the laws of the State of Florida (hereinafter referred to as “Municipalities”); and Lake County Sheriff Peyton C. Grinnell, an elected constitutional officer (hereinafter referred to as “Sheriff”) regarding County-wide emergency network radios. For purposes of this Agreement, the County, LEMS, Sheriff, and Municipalities shall collectively be referred to as “the parties”. Sheriff, Municipalities, and LEMS shall collectively be referred to as the “Agencies” or where singular, an “Agency”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, certain parties to this agreement previously entered into an *Interlocal Agreement Between Lake County, Florida, Sheriff Gary Borders, Municipalities, The Villages Center Community Development District, Lake Sumter EMS, and the Florida Highway Patrol for County-wide Communications Systems* (hereinafter referred to as the “2007 County-Wide Agreement”) establishing a shared communications system to assist with inter-agency communications and County-wide emergency dispatching and response; and

WHEREAS, The Villages Center Community Development District and the Florida Highway Patrol are not a party to this Agreement because both previously terminated the 2007 County-Wide Agreement and returned all radios pursuant to the old agreement; and

WHEREAS, it has continually been beneficial for the law enforcement, fire/rescue, and emergency management entities of the subscribed jurisdictions to participate in a County-wide Communications System which encompasses governmental services; and

WHEREAS, the parties to this Interlocal Agreement desire to continue to utilize a shared communications system; and

WHEREAS, there is a need to acquire new emergency network radios to operate on the shared communications system; and

WHEREAS, the County has publically solicited competitive proposals and there is a costs-savings for the parties to join together in acquisition of the emergency network radios from the selected vendor; and

WHEREAS, the County is willing to purchase, acquire, and distribute the emergency network radios on behalf of the Agencies, pursuant to the terms of this Agreement; and

WHEREAS, this Agreement provides the ability for an Agency to refrain from acquisition of emergency network radios if an Agency so elects and notifies the County; and

WHEREAS, entry of this Agreement is in the best interests of the parties.

NOW THEREFORE, for and in consideration of the mutual understandings, conditions, payments, and covenants provided for herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of this Agreement is to set forth an arrangement whereby the County will purchase new emergency network radios to benefit and continue the County-wide communication system already in place between the parties. By this Agreement, each Agency elects to participate, or not, as indicated on the signature page(s) below, in the joint acquisition of the radios. Those Agencies who are participating in the joint acquisition agree to the payment arrangements set forth herein. The parties intend to bind themselves to the fullest extent allowed by Florida law.
3. **Term and Termination.** This Agreement shall become effective on October 1, 2018 (“effective date”) and shall remain in full force and effect until termination as set forth herein. A party may terminate this Agreement as to said terminating party by giving at least twelve (12) months written notice to the other parties. In the event a single Agency desires to terminate this Agreement, the Lake County Manager, upon receipt of terminating party’s written notice and without prior approval of any of the other parties, may enter into a separate writing with the terminating Agency. In the event of termination, the County may accelerate the remaining payment(s) due from the Agency to the County and the Agency shall pay any outstanding balance due to the County. Any change in the parties listed in Agreement shall not invalidate this Agreement or any obligations between the County and other non-terminating Agencies. It is anticipated in the future that LEMS’s services will be performed by the County; any assignment

or dissolution of LEMS will not affect the validity of this Agreement and obligations of LEMS under this Agreement may be assigned to the County without notice to the other parties.

4. County's Obligations.

- A. The County will, if not already, competitively solicit and select a vendor for the purchase of new emergency network radios and any associated equipment that conform and support 700/800 MHz operation, which is currently in use. An Agency may provide recommendations to the County; but, the County shall have the sole discretion to select a vendor subscriber and the model/tier of selected radios.
- B. If an Agency elects to participate, the County agrees to order the number of radios on behalf of the Agency, as specified on the signature page(s) for such Agency included with this Agreement. The County may fully rely on the quantities given by the Agency listed on the below signature page and the Agency agrees to pay for such quantities of radios.
- C. Upon receipt of the new emergency network radios and associated equipment from the vendor, the County's Office of Public Safety will notify each Agency and each Agency will be responsible for picking up and obtaining the radios for their own Agency. The County will not be responsible for delivering the new radios to an Agency, unless otherwise agreed. The Agency purchased radios will be placed in service in the existing fashion as the replaced radios are operating today. Any modifications are at the expense of each Agency.
- D. Once the new radios are obtained by the Agency, it is the responsibility of the Agency, at Agency's cost, to repair, replace and maintain any radio(s) that is/are damaged or destroyed while within the custody of the Agency. It is anticipated the vendor will provide a 10-year Life/Support expectancy with an additional 5-year support requirement after End-of-Life from time of initial procurement. Any warranty made available to the County for the radios, including guarantees regarding defects and workmanship, will be assigned by the County to the Agency.
- E. The County shall appoint a person to serve as a liaison to the Agencies for purposes of receiving and disseminating information related to this Agreement.
- F. The County Manager may, upon notice to the Agencies, seek assistance of a third-party administrator to manage the administration, collection of payments, invoicing, reporting, and any other services needed by the County in order for the County to complete its obligations under this Agreement.

5. Agency's Obligations, if Elect to Participate.

- A. If an Agency has elected to participate in the acquisition of the new radios, the Agency must list a requested quantity of radios on its respective signature page. The County is not obligated to order or purchase an amount of radios more than the quantity listed.
- B. Once notified by the County, the Agency agrees to pick up the new emergency network radios and associated equipment from the County's Office of Public Safety. All communications equipment furnished by way of the 2007 County-Wide Agreement is to remain the property of the County. The parties agree that at the time of obtaining the new radios, each Agency will turn-in/return to the County's Office of Public Safety the communications equipment previously provided to the Agency by way of the 2007 County-Wide Agreement and subsequent Agency purchased radios that are being replaced to be used for trade-in value. Attached hereto and incorporated herein as **Exhibit A** is a 2007 County-Wide Communication Equipment Inventory listing what is currently being used by the Agency. All communications equipment, whether serviceable or not, that was issued to the Agency by the County, purchased to replace lost/damaged equipment issued by the County or purchased by the agency and being replaced must be turned in by the Agency. In the event an Agency fails to turn-in the number of equipment referenced in **Exhibit A** within ten (10) days of the date of obtaining the new radios, the County will invoice the Agency and the Agency agrees to pay to Lake County the amount of \$750.00 per radio not returned. All radios turned-in will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. The Agency agrees to pay the County the expense incurred for acquiring the new radios on behalf of the Agency. Each Agency has an option for payment: (1) one-time payment in full due to the County upon invoice to the Agency by the County **or** (2) annual payments by the Agency to the County for a period of no more than ten (10) years, with first payment due to the County on or before October 31, 2018, and each subsequent annual installment payment due on October 15th of each year following. The Agency agrees to indicate on the signature page below which option is chosen by the Agency.
- D. All payments, unless otherwise directed by the County, shall be made payable to the Lake County Board of County Commissioners and delivered to Lake County Office of Public Safety, 20415 Independence Blvd., Groveland, FL 34736 and contain *Radios* in the subject line. Any and all payments shall be made in accordance with the Florida Prompt Payment

Act, Chapter 218, Part VII, Florida Statutes. Payments owed to the County, are due timely to the County, no matter if the County provides an invoice to the Agency or not.

- E. If the Agency elects to make payments due annually, the Agency may make payments in excess or may pay the full amount due early without penalty.
- F. The Agency shall appoint a person to serve as a liaison for purposes of receiving information related to this Agreement and transfer of equipment.

6. Agency's Obligations, if Elect NOT to Participate.

- A. As indicated on the signature pages below, an Agency may execute this Agreement and elect to not participate in the acquisition of the radios pursuant to this Interlocal Agreement. If an Agency elects not to participate, the provisions of this Agreement, including paragraph 5 above, regarding distribution and payment(s) are not applicable. However, paragraph 10 below of this Agreement is still applicable between the County and the specific Agency.
- B. In the event an Agency elects to not participate, the County has no obligation to order or purchase any radios on behalf of the Agency. Within sixty (60) days of the effective date of this Agreement, the non-electing Agency shall turn-in/return to the County's Office of Public Safety the communications equipment previously provided to or acquired by the Agency by way of the 2007 County-Wide Agreement. Attached hereto and incorporated herein as **Exhibit A** is the 2007 County-Wide Communication Equipment Inventory list, showing an itemized list of what is currently being used by the Agency by way of the 2007 County-Wide Agreement. All communications equipment, whether serviceable or not, that was issued to the Agency or purchased to replace lost/damaged equipment issued by the County must be turned in by the Agency. In the event an Agency fails to turn in the number of equipment referenced in **Exhibit A**, the County will invoice the Agency and the Agency agrees to pay the County the amount of \$750.00 per radio not returned. All radios on the list will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. Even if an Agency elects to not participate, the Agency will promptly inform the County's Office of Public Safety how the Agency intends to continue its participation in the County-wide communication system.

7. Maintenance. All radios and equipment obtained by way of this Agreement and purchased in the future by way of this Agreement will be maintained by the County's Office of Public Safety. Maintenance costs on all equipment obtained by way of this Agreement will be the

responsibility of the County. The County will provide radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Maintenance and repair must be coordinated with the County and the maintained of any radios and equipment purchased by way of this Agreement will utilize a charge-back system, at cost, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

8. Additional Equipment. The Agency may purchase additional equipment, upgrades, additional support, and accessories from the selected vendor. All equipment and upgrades must be reviewed by the County's Office of Public Safety prior to purchase to ensure compatibility and standardization with the communications system and the developed operational performance templates. The cost of any additional equipment, upgrades, additional support, and accessories shall be the responsibility of the requesting Agency, and not the County. All additional purchased equipment and accessories will remain the property of the purchasing Agency and be subject to the provisions of paragraph 7 above.

9. Default. Agencies agree to submit payment(s) to the County timely in accordance with the terms of this Agreement. Upon finding a default of the provision of this Agreement, the County will send written notice of the default to the defaulting Agency. If the Agency does not cure the default within ten (10) business days of the date of notification from the County, the County has the right to: (1) consider this Agreement terminated as to such Agency; (2) accelerate the remaining payments due from the Agency to the County; (3) recover from the Agency all amount then due and owing hereunder less the sales price of any items the County has since acquired from the Agency; and/or (4) utilize any other remedy available under Florida law or in equity, including but not limited to, legal action to retrieve the radios and supporting equipment from the Agency.

10. 2007 County-Wide Agreement.

A. The County, the Sheriff, LEMS (formerly known as Lake Sumter EMS), and the following listed Municipalities are parties to this Agreement and were parties to 2007 County-Wide Agreement:

Astatula	Leesburg
Clermont	Mascotte
Eustis	Minneola
Fruitland Park	Montverde
Groveland	Mount Dora
Howey-in the-Hills	Tavares
Lady Lake	Umatilla

- B. By executing this 2018 Amended and Restated Interlocal Agreement, the County, Sheriff, LEMS, and the above listed Municipalities agree that the 2007 County-wide Agreement is terminated as of the effective date of this 2018 Agreement.

11. Liabilities and Damages. Nothing herein shall be deemed to be an assumption of liability of an Agency, County or parties for any acts, omissions, and negligence of another Agency, party, or County. Each party shall hold the other parties harmless from and shall defend the other parties and its officers and employees against claims for damages resulting from this Agreement. All liability to personnel and for loss or damage of equipment and personal property shall be borne by the party employing such personnel and having custody of such equipment, and all parties shall carry sufficient insurance to cover all such liability.

12. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing. All notices required, or which may be given, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

13. General Provisions.

A. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

B. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute one and the same Agreement.

C. Venue. This Agreement shall be governed by Florida law and venue shall be in a court of competent jurisdiction in and for Lake County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

D. Entire Agreement. This Agreement embodies the entire agreement between the parties. This Agreement may not be modified or terminated except as provided herein.

E. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a

written document executed by the parties hereto, with the same formality and of equal dignity herewith.

F. Assignment. This Agreement shall not be assigned except with written consent of all parties. Nothing herein is intended or is construed as any transfer or contracting away of any powers or functions of one party to the other.

14. Recording. The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the County.

15. Exhibits. This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Exhibit A	2007 County-wide Communications Equipment Inventory
Exhibit B	Costs for County Subscriber Maintenance/Warranty of Equipment

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman; Lake County Sheriff Peyton C. Grinnell in his capacity as Lake County Sheriff; Lake Emergency Medical Services, Inc., through its authorized representative; and by the duly authorized representative of each Municipality named herein.

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Timothy I. Sullivan, Chairman

This ____ day of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
---	---

SHERIFF

Peyton C. Grinnell, Lake County Sheriff

This ____ day of _____, 2018.

Approved as to form and legality:

David W. Porter
General Counsel to Sheriff

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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LEMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

Gerald "Jerry" Smith, Executive Director

This ____ day of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

ATTEST:

TOWN OF ASTATULA, FLORIDA

Graham Wells, Town Clerk

Robert Natale, Mayor

This _____ day of _____, 2018.

Approved as to form and legality:

Zachery T. Broome, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette
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AGENCY

CITY OF EUSTIS, FLORIDA

Robert Morin, Mayor

This ____ day of _____, 2018.

ATTEST:

Mary Montez, City Clerk

Approved as to form and legality:

Derek Schroth, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

CITY OF FRUITLAND PARK, FLORIDA

Christopher Cheshire, Mayor

This ____ day of _____, 2018.

ATTEST:

Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette
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AGENCY

CITY OF GROVELAND, FLORIDA

Dina Sweatt, Mayor

This ____ day of _____, 2018.

ATTEST:

Virginia Wright, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

Chris Sears, Mayor

This ____ day of _____, 2018.

ATTEST:

Dairian Burke, Town Clerk

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette
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AGENCY

TOWN OF LADY LAKE, FLORIDA

Jim Richards, Mayor

This ____ day of _____, 2018.

ATTEST:

Kristen Kollgaard, Town Clerk

Approved as to form and legality:

Derek Schroth, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette
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AGENCY

CITY OF LEESBURG, FLORIDA

Robert Bone, Jr.
Mayor

This _____ day of _____, 2018.

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

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AGENCY

CITY OF MINNEOLA, FLORIDA

Pay Kelley, Mayor

ATTEST:

This ____ day of _____, 2018.

Barbara Hollerand, City Clerk

Approved as to form and legality:

Scott Gerken, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollelte
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AGENCY

ATTEST:

CITY OF MASCOTTE, FLORIDA

Michelle Hawkins, City Clerk

Barbara Krull, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Andrew Hand, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

TOWN OF MONTVERDE, FLORIDA

Joe Wynkoop, Mayor

This ____ day of _____, 2018.

ATTEST:

Brenda Brasher, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

CITY OF MOUNT DORA, FLORIDA

Nick Girone, Mayor

This ____ day of _____, 2018.

ATTEST:

Gwen Johns, City Clerk

Approved as to form and legality:

Jennifer D. Cockcroft, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.* * Agency will comply with paragraph 6 of this Agreement.	By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment: _____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment. OR _____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.
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AGENCY

CITY OF UMATILLA, FLORIDA

Mary Johnson, Mayor

This ____ day of _____, 2018.

ATTEST:

Karen Howard, City Clerk

Approved as to form and legality:

Kevin Stone, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

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AGENCY

CITY OF TAVARES, FLORIDA

Lori Pfister, Mayor

This ____ day of _____, 2018.

ATTEST:

Susan Novack, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney

EXHIBIT A
2007 County-wide Communications Equipment Inventory

*Per paragraph 6 and 7 of this Agreement, each agency agrees to turn-in/return the following communications equipment to the County, or else be subject to a cost.

AGENCY	MOBILES	PORTABLES	CONTROL	PSAP
				CONSOLLETTE
Astatula Police Department	5	6	1	
Clermont Police Department	33	51	0	6
Clermont Fire Department	28	79	7	
Eustis Fire Department	16	50	1	
Eustis Police Department	64	69	3	4
Florida Highway Patrol	0	5	0	
Fruitland Park Fire Department	8	20	1	
Fruitland Park Police Department	18	25	1	
Groveland Police Department	25	26	0	3
Groveland Fire Department	7	15	1	
Howey Police Department	7	13	1	
Lady Lake Police Department	40	44	0	7
Lake Sumter EMS	97	111	0	10
Leesburg Police Department	90	102	0	7
Leesburg Fire Department	18	44	7	
Mascotte Fire Department	9	14	1	
Mascotte Police Department	12	15	1	
Minneola Fire Department	6	9	1	
Montverde Fire Department	4	16	1	
Mount Dora Police Department	44	69	2	
Mount Dora Fire Department	8	16	1	
Public Safety	51	148	35	5
Sheriff's Office	412	586	10	10
Tavares Police Department	27	35	0	2
Tavares Fire Department	7	16	2	

Umatilla Police Department	8	15	1	
Umatilla Fire Department	8	23	1	
<u>Villages Fire Department</u>	<u>25</u>	<u>31</u>	<u>1</u>	
TOTAL:	1077	1653	80	54

*NOTE – If a PD or FD is not identified it is due to it not existing in that particular agency.

EXHIBIT B**Costs for County Subscriber Maintenance/Warranty of Equipment**

The following monthly maintenance charges should be used when budgeting per radio for the annual support of all radios used on the system. The County provides radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Invoices for radio support will be sent out annually and paid annually in October based on inventories provided and verified by the agencies. Any new additions will be pro-rated based on the date of receipt and being added to the system. Any changes in configuration of a mobile radio are subject to De-installation and Installation charges. All others are subject to Miscellaneous Radio Work

Annual Recurring

<u>Radio Type</u>	<u>Monthly</u>	<u>Annual</u>
Portable	\$ 8.00	\$ 96.00
Mobile	\$12.00	\$144.00
Control Station	\$12.00	\$144.00
Consollette	\$12.00	\$144.00

Non-recurring

<u>Other Services</u>	<u>Each</u>
Radio Installations	\$75.00
Radio De-installation	\$50.00
Miscellaneous Repair/Work	\$30.00/hr. plus parts

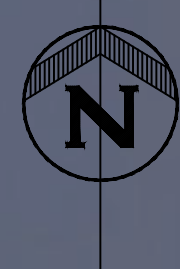


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Boat Ramp Conceptual Design		
Requested Action		
Motion for approval of Conceptual Design for Relocated Boat Ramp at Bell Ceramics.		
Staff Report		
On April 10th, the Clermont City Council approved the relocation of the boat ramp to the Bell Ceramics site. Council directed staff to work with community stakeholders to develop a conceptual design for the boat ramp that addressed the major concerns and common goals of the community. The community stakeholders group met on May 9th and again on May 23rd to provide input and feedback to the proposed Boat Ramp conceptual. Key elements include: Additional parking, 4 ramps, a 12' trail along the flat area of Bell Ceramics, a 4 way stop at trail crossing and East, a restroom, boat mooring dock, landscaping and green areas to buffer neighbors and preserved areas for overflow parking and future use. Staff recommends approval of Conceptual Design for Relocated Boat Ramp at Bell Ceramics.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Boat Ramp Concept 031004.0119 Clermont Public Boat Ramp Concept Color Exhibit B (06-01-18).pdf		



Scale: 1" = 50'



SCALE IN FEET

BOAT RAMP CONCEPT BELL CERAMICS SITE

RESTROOM/
BATH HOUSE

LOADING ZONE
LOADING ZONE

FIRE DEPT.
PARKING

EAST AVE

GRAND HWY

PALM ST

GATED
ACCESS

BEACH

LEGEND



TRUCK AND TRAILER PARKING 116



VEHICLE ONLY PARKING 12



H/C PARKING





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Resolution No. 2018-11 <i>Table to August 28, 2018</i>		
Requested Action		
Recommend tabling of Resolution No. 2018-11 to August 28, 2018.		
Staff Report		
This item was tabled to June 26, 2018 and has been requested to table to August 28, 2018.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	7-11 Continuance Request Aug 2018	7-11 Continuance Request Aug 2018.pdf
2.	2018-11 CUP 7-11 East Ave DRAFT	2018-11 CUP 7-11 East Ave DRAFT.doc
3.	7-Eleven East Ave Maps	7-Eleven East Ave Maps.pdf
4.	1043321 - 7-Eleven Clermont - CUP Application. exe	1043321 - 7-Eleven Clermont - CUP Application. exe.pdf
5.	7-11 CUP Ad	7-11 CUP Ad.pdf

John E. Kruse

From: Tedrow, Tara L. <Tara.Tedrow@lowndes-law.com>
Sent: Friday, May 25, 2018 9:05 AM
To: John E. Kruse
Subject: 7-11 on East: Continuance Request

Good morning, John! Please accept this email as a formal request to continue our P&Z hearing to August, since there is no hearing in July. That would put our P&Z hearing on August 7 and our City Council hearing on August 28. Thank you so much for your time and assistance so far!

Regards,

Tara L. Tedrow
Land Use & Commercial Real Estate Attorney Lowndes, Drosdick, Doster, Kantor & Reed
215 N Eola Dr, Orlando, FL 32801
407-418-6361

Sent from my iPhone

This email message has been delivered safely and archived online by Mimecast. For more information please visit <http://www.mimecast.com>



**CITY OF CLERMONT
RESOLUTION NO. 2018-11**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A CONVENIENCE STORE WITH FUEL SALES IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT.

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held August 7, 2018 recommended BLANK of this Conditional Use Permit to allow for a convenience store with fuel sales; at the following location:

LOCATION:

Southwest corner of SR 50 and East Avenue
Alternate Key #1619432

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a convenience store with fuel sales; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
RESOLUTION NO. 2018-11

4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met and all impact fees have been paid per City standards.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
9. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by S&ME, dated 04/02/2018. Any new development on the subject property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
12. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
13. The facility shall be equipped with an alternate generated power capacity for motor fuel dispensing, in accordance with Florida Statutes.



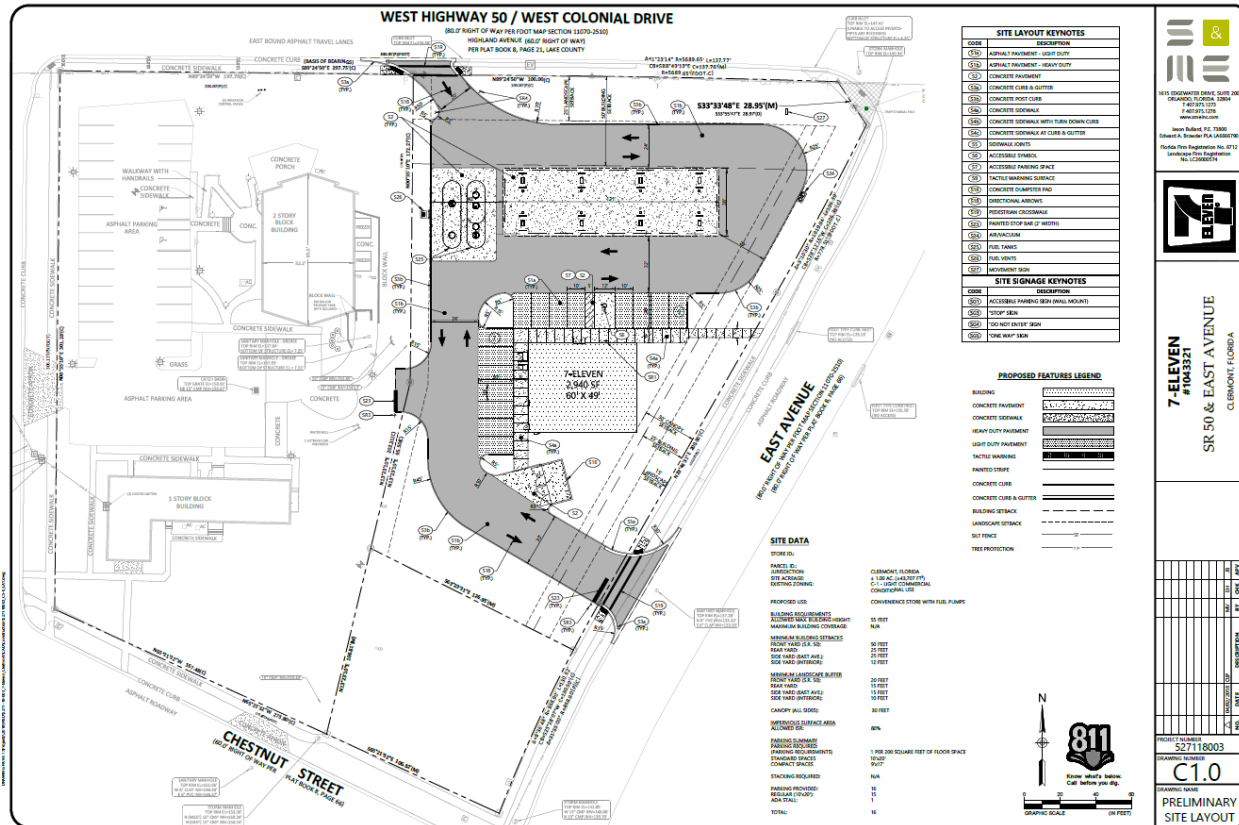
CITY OF CLERMONT
RESOLUTION NO. 2018-11

Section 2 – Land Use

1. Permitted uses shall include a convenience store with up to eight fuel islands for 16 fueling stations. Other permitted uses in the C-1 Light Commercial zoning district are also permitted.
2. A traffic study shall be required to address level of service (LOS) for the area, including any connection to State Road 50 and East Avenue, as needed per Code or policy. If the study identifies a deficiency in the LOS of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
3. The site shall be developed according to the City of Clermont Land Development Codes and all buildings must meet the City of Clermont Architectural Standards.
4. Signage on the canopy shall be limited to four (4) square feet per canopy face and shall be limited to the fuel brand. No pricing of fuel shall be allowed on the canopy.

CITY OF CLERMONT
RESOLUTION NO. 2018-11

Conceptual Site Plan:





CITY OF CLERMONT
RESOLUTION NO. 2018-11

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of August, 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

Exhibit - Location Map
7-Eleven @ SR 50 and East Ave.

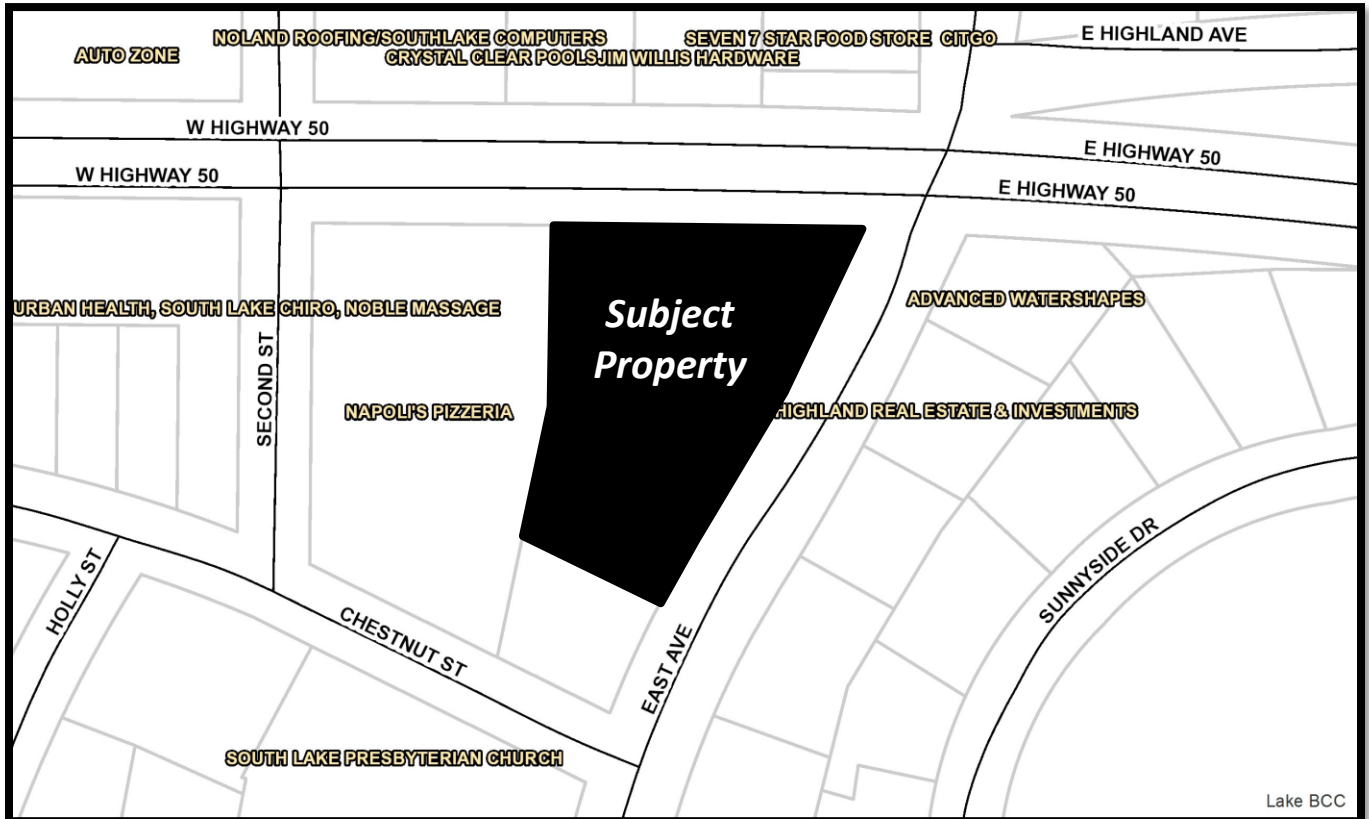
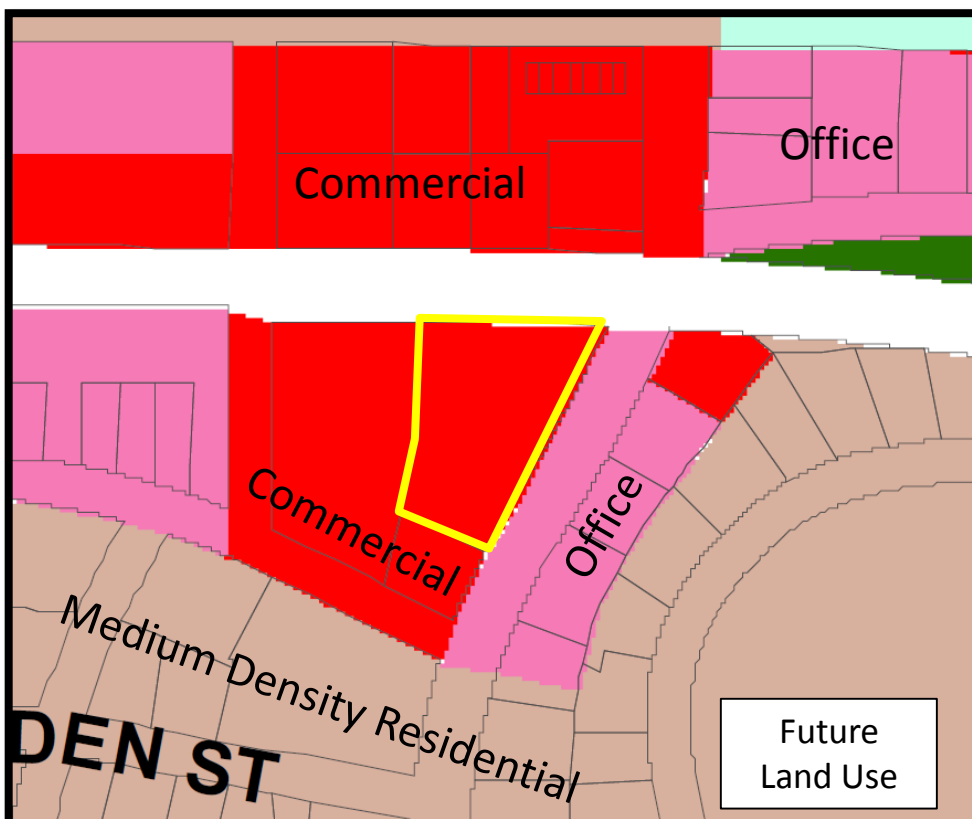
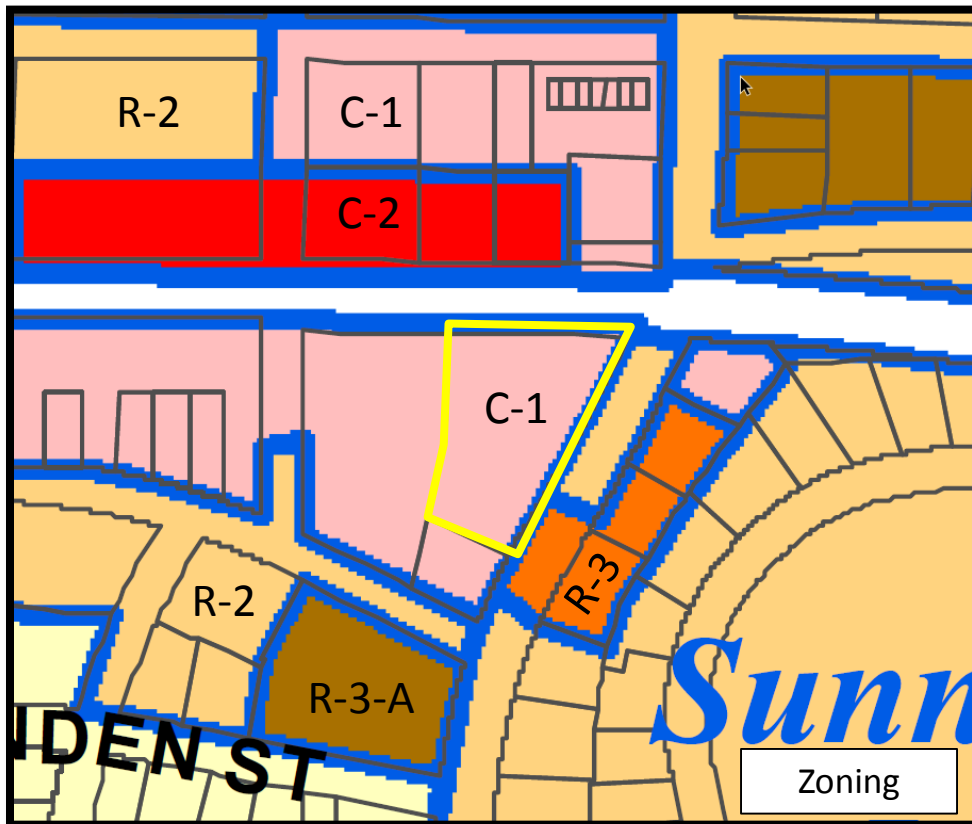


Exhibit – Zoning and Future Land Use Map
7-Eleven @ SR 50 and East Ave





**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 3/21/2018

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): 7-Eleven SR 50 East Avenue (Pre-app 1/3/18)

APPLICANT: S&ME, Inc.

CONTACT PERSON: Jason Bullard

Address: 1615 Edgewater Drive - Suite 200

City: Orlando State: Florida Zip: 32804

Phone: (407) 975-1273 Fax:

E-Mail: jbullard@smeinc.com

OWNER: Salvatore's, Inc.

Address: 151 W Highway 50

City: Clermont State: Florida Zip: 34711

Phone: Fax:

Address of Subject Property: WEST HIGHWAY 50 CLERMONT FL 34711

General Location: The property is located at the southwest corner of S.R. 50 and East Avenue.

Legal Description (include copy of survey): See Attached Survey.

Land Use (City verification required): C-1 Light Commercial

Zoning (City verification required): Commercial

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director is required. Call 394-4083 to schedule a meeting.
2. After meeting with the Planning Manager, the applicant shall prepare and submit 6 sets of preliminary site plans for review by the Site Review Committee (SRC) (if required). The preliminary site plan shall clearly depict the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the CUP application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, and is not an approved site plan for construction.*
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be scheduled for public hearings the following month. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning & Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

** The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS**

Page 2

In addition to the attached application, the applicant shall provide the follow information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property.
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on type of CUP)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00, plus the cost of the advertisement

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
--



March 30, 2018

Curt Henschel
City of Clermont
685 W. Montrose St.
Clermont, FL, 34711

Reference: 7-Eleven 104331 - S.R. 50 and East Ave. – Conditional Use Justification Letter

Dear Mr. Henschel:

This letter is in reference to the Conditional Use Permit application for the proposed 7-Eleven facility (convenience store with fuel pumps) located at the southwest corner of West S.R. 50 and East Avenue. The subject parcel, 24-22-25030000800100, is zoned C-1 Light Commercial. Within the C-1 Light Commercial zoning district convenience store and fuel sales uses are allowed as a conditional use. The proposed 7-Eleven facility would include a ±3,109 square foot convenience center and sixteen (16) fueling stations.

The existing surrounding parcels have uses and zoning classifications that are consistent and compatible with this request and proposed use. Immediately west of the site is zoned Light Commercial and is being used for a Restaurant. North of the subject parcel, directly across S.R. 50 there is a Light Commercial parcel currently being used as a convenience store with fueling stations. The other three parcels north of S.R. 50 are General commercial with various retail uses. The southeast corner of the intersection of S.R. 50 and East Avenue is zoned Light Commercial and is used for retail. Along East Avenue adjacent to the site the parcels are zoned R-3 Residential/Professional district. They are developed with residential and office uses.

The subject parcel is located on the southwest corner of West State Road 50 and East Avenue. State Road 50 is an Urban Principal Arterial road. East Ave is an Urban Major Collector road. The proposed development of the subject parcel is compatible with the roadway classifications and existing development along the roadways. The roadways support the siting of a convenience store with gas pumps as they are both high-volume commercial corridors and the subject parcel is located at a commercial node, intersections of the two corridors. The proposed development of a 7-Eleven facility (convenience store with fuel pumps) at the subject parcel is consistent with current C-1 Light Commercial zoning and is also compatible with the existing development uses.

Sincerely,



S&ME, Inc.

Jason Bullard, P.E.
Senior Project Manager

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity NameFlorida Profit Corporation
SALVATORE'S, INC.**Filing Information**

Document Number	P02000030525
FE/EIN Number	03-0416921
Date Filed	03/14/2002
Effective Date	03/13/2002
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/31/2005

Principal Address151 W HIGHWAY 50
CLERMONT, FL 34711 UN

Changed: 04/01/2012

Mailing Address5660 CR 561
CLERMONT, FL 34714

Changed: 04/28/2008

Registered Agent Name & AddressTIRRI, ANTHONY
5660 COUNTY ROAD 561
CLERMONT, FL 34714

Name Changed: 03/31/2005

Address Changed: 04/29/2010

Officer/Director Detail**Name & Address**

Title D

TIRRI, JEAN
150 carr sector central
carolina, pr 00979 PR

Title ST

TIRRI, ANTHONY
5660 CR 561
CLERMONT, FL 34714

Annual Reports

Report Year	Filed Date
2015	04/28/2015
2016	08/31/2016
2017	04/24/2017

Document Images

04/24/2017 -- ANNUAL REPORT	View image in PDF format
08/31/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
02/24/2013 -- ANNUAL REPORT	View image in PDF format
04/01/2012 -- ANNUAL REPORT	View image in PDF format
01/22/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- REINSTATEMENT	View image in PDF format
03/11/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- Domestic Profit	View image in PDF format

March 23rd, 2018

S&ME, Inc.
1615 Edgewater Drive, Ste. 200
Orlando, FL 32804

RE: Letter of Authorization
Salvatore's, INC.

1043321-7-Eleven Clermont
Clermont, FL
Parcel ID: 24-22-25-030000800100

To Whom It May Concern:

I am authorizing Creighton Construction & Development. ("Creighton") and S&ME, Inc.(S&ME), as agent for Owner, to communicate and submit all required information as necessary in obtaining governmental approvals and permits for the above-referenced project.

Please note that S&ME is expressly prohibited from entering into any agreements on behalf of Owner, or any of its affiliates, that bind Owner financially, with the exception of standard application and permit costs, or that convey or restrict property rights.

Any reproduced copy of this signed original shall be deemed to be an original counterpart of this Letter of Authorization.

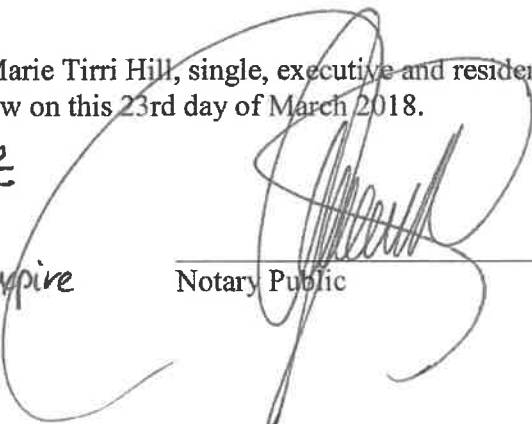
Sincerely,


Salvatore's, Inc.
Jean Tirri
President

Sworn to me by Jean Marie Tirri Hill, single, executive and resident of Carolina, Puerto Rico, whom I personally know on this 23rd day of March 2018.

AFF. # 8402

My Commission expire
never.



Notary Public



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: 10075878
Phone: (352) 241-7331
Date: 04/17/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	04/24/2018	05/15/2018	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a convenience store with fuel sales in the C-1 Light Commercial zoning district.

Ad No: 10075878
April 24, 2018 &
May 15, 2018

LOCATION

Southwest corner of SR 50
and East Avenue
Alternate Key #1619432

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

This request will be considered by the Planning & Zoning Commission on Tuesday, May 1, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, May 22, 2018 at 6:30pm.

All meetings will be held in 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.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$173.52
Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Ordinance No. 2018-21 <i>Final</i> <i>Central Business District</i>		
Requested Action		
Recommend approval of Ordinance 2018-21.		
Staff Report		
Staff is recommending changes to the Land Development Code to allow an increase in the range of single family residential product types within the Central Business District zoning district. In October 2017, the City Council approved the increase of dwelling units per acre (up to 40). This increase is geared toward condominium and townhome developments with multi story buildings. This current proposal is geared toward single family residential lots. The current city code requires single family lots to have a minimum lot width at the road frontage of 100 feet. In an effort to encourage more single family development within the downtown district, staff is recommending reducing this frontage width requirement to 40 foot lots. This will allow for the redevelopment of existing lots to expand the residential product mix within the downtown.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CBD Lot Size Ordinance Highlighted	2018-21 CBD Lot Size (Mark-up).pdf	
2. 2018-21 CBD Lot Size (Clean)	2018-21 CBD Lot Size (Clean).pdf	
3. Ad	ORDINANCE NO. 2018-21.pdf	



**CITY OF CLERMONT
ORDINANCE NO. 2018-21**

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, SECTION 122-243 “PERMITTED USES”, SECTION 122-245 “LOT AND HEIGHT REQUIREMENTS”, SECTION 122-246 “YARDS”, PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on June 5, 2018 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 122 Zoning, Section 122-243 Permitted Uses; Section 122-245 Lot and Height Requirements; and Section 122-246 Yards; of the City of Clermont’s Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Section 122-243 Permitted uses

(a) *Generally.* Permitted uses in the central business district are as follows:

- (1) Retail businesses which supply commodities on the premises, such as but not limited to groceries, baked goods or other foods, drugs, dry goods, clothing, decorations, hardware, furniture, appliances, sporting goods, flowers, etc.
- (2) Personal service establishments, such as but not limited to beauty shops or barbershops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners. Permanent makeup service may be allowed as an accessory use (with a business tax receipt, and with medical supervision) within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.



**CITY OF CLERMONT
ORDINANCE NO. 2018-21**

- (3) Professional offices, doctors' offices, banks and loan companies (excluding drive-through facilities except with a conditional use permit), insurance and real estate offices and similar businesses.
- (4) Dwelling units, single-family and two-family, permitted in the R-2 district, and other residential uses as permitted in the R-3 district, **provided that lot size and coverage regulations of the respective district can be accommodated and the lot width of this district is met.**
- (5) Buildings, structures and uses maintained or operated by the city.
- (6) Lodges and clubs.
- (7) Restaurants less than 3,000 square feet.
- (b) *Floor space.* Any business establishment or structure proposing to occupy 3,000 square feet of total floor space or more shall require application for a conditional use permit.
- (c) *Uses to be enclosed, outdoor storage.* All uses must be within a completely enclosed building, except for outdoor storage, which must receive site plan approval and be screened from public streets and adjacent property.
- (d) *Sidewalk use.* Business establishments may utilize outside private or public sidewalk area for patron use to include non-fastened small tables and chairs, or benches during business hours only. Compact outside display areas may also be utilized provided the display has a maximum width of 25 percent of a retail store width or ten feet in width, whichever is less, four feet in depth, and six feet in height. Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table and chairs or displays shall not be allowed. All such uses shall be approved by the city manager or his designee.

(Code 1998, § 122-243; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 355-C, § 122-243, 10-23-2007; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. [2014-24](#), § 2, 9-23-2014)

Section 122-245 Lot and height requirements

Lot and height requirements for the CBD district are as follows:

- (1) *Impervious surface coverage and floor area ratio.* The maximum is 100 percent **for commercial**, provided requirements for stormwater retention can be satisfied. **For single family and two-family residential the maximum is 80 percent.**
- (2) *Stormwater abatement requirements.*
 - a. Except as otherwise provided in this section, each structure and land use located within the designated central business district shall provide or be provided with a stormwater abatement system in conformance with level of service standards as provided in the adopted city comprehensive plan. In lieu of providing all of the required stormwater abatement system, development within the central business



CITY OF CLERMONT
ORDINANCE NO. 2018-21

district may substitute for provision of such a system by payment of a one-time stormwater abatement fee as set forth by resolution of the City Council and on file in the City Clerk's office. Such fee shall be payable in full to the City prior to the issuance of any development permit for the site. An approved site plan, data and calculations shall be provided which shall indicate the entire volume of stormwater that is required to be retained and shall indicate the volume of stormwater that will be exchanged for the central business district stormwater abatement fee.

- b. Reservation of stormwater retention area capacity shall be considered effective for a period of one year from the date of receipt of the stormwater abatement fee. One extension, not to exceed 180 days, may be granted upon written approval of the administrative official. Such approval shall be based upon a finding of fact that substantial construction of the project has commenced, and that a certificate of occupancy can be reasonably expected to occur within the 180-day extension period.
 - c. Required stormwater abatement systems shall be located on the same parcel as the use they are intended to serve, except those exchanged for the central business district stormwater abatement fee. A stormwater abatement plan, including data and calculations signed and sealed by a professional engineer licensed in the state, shall be provided with all applications for individual development approval. All stormwater abatement systems shall be designed and constructed in accordance with the City's adopted engineering standards and criteria established in chapter 94, article V, division 3.
- (3) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations. Accessory structures shall not exceed the height of the dwelling unit or twenty-five (25) feet, whichever is greater.
- (4) *Lot width.* The minimum lot width for a single-family dwelling unit and other residential uses shall be 400 40 feet located on a publicly maintained street. Residential lots less than 50 feet in width will be required to have rear-loaded garages instead of front loaded garages, if applicable.
- (5) *Lot Size.* The minimum lot size for single family and two family units shall be 3,500 square feet per dwelling unit.

(Code 1998, § 122-245; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 355-C, § 122-245, 10-23-2007)

Section 122-246 Yards

Minimum yard requirements for the CBD district are as follows:

- (1) *Front yard.* The minimum front yard setback for single-family and two-family dwelling units on all streets shall be 25 20 feet. The minimum front yard setback for other residential uses and nonresidential uses shall be zero feet.



CITY OF CLERMONT
ORDINANCE NO. 2018-21

- (2) *Side yard.* The minimum side yard setback for single-family and two-family dwelling units shall be ~~7½~~ 5 feet, except on corner lots, where 25 15 feet shall be required on all sides adjacent to any road rights-of-way. ~~The minimum side yard for other residential uses and nonresidential uses shall be zero feet.~~
- (3) *Rear yard.* The minimum rear yard setback for single-family and two-family dwelling units shall be 25 10 feet. ~~The minimum rear yard setback for other residential uses and nonresidential uses shall be zero feet.~~
- (4) Commercial uses and commercial built structures shall be allowed a zero foot building setback.
- (5) *Other setbacks.* The building line for any lakefront property shall be measured from the established 100-year floodplain elevation as determined from national flood insurance rate maps (FIRM) of the Federal Emergency Management Agency (FEMA).
- (6) *Roof projections.* Properties located within the central business district may have roof projections (eaves) extending over public rights-of-way. However, such roof projections shall not be less than eight feet above ground level or the finished first floor elevation, whichever is greater, and shall not extend more than eight feet over the public right-of-way, or two feet from the back of the curb, whichever is less. Nothing in this subsection shall be construed to allow roof projections over public streets, alleys or parking areas which would inhibit or impair the free flow of traffic.
- (7) Accessory Structure setbacks. Accessory structures such as garages, sheds, or covered patios within the CBD district shall be allowed a building setback of 3 feet for side and rear property lines, and must be located behind the primary front building setback. Accessory structures that are part of a phased development may share a common wall with a zero setback on the side yard. If the accessory structure is constructed with a common wall, use of the accessory structure shall not be permitted until the primary structure is completed. Accessory Structures for residential uses shall have a maximum square footage of 50% of the heated and cooled area of the primary residential structure.
- (8) Residential driveways within the CBD district shall be allowed a 3 foot setback from the side and rear setback line.

(Code 1998, § 122-246; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)



CITY OF CLERMONT
ORDINANCE NO. 2018-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of June, 2018.

CITY OF CLERMONT

Gail Ash., Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



**CITY OF CLERMONT
ORDINANCE NO. 2018-21**

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, SECTION 122-243 “PERMITTED USES”, SECTION 122-245 “LOT AND HEIGHT REQUIREMENTS”, SECTION 122-246 “YARDS”, PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

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- (2) Personal service establishments, such as but not limited to beauty shops or barbershops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners. Permanent makeup service may be allowed as an accessory use (with a business tax receipt, and with medical supervision) within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.



CITY OF CLERMONT
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- (3) Professional offices, doctors' offices, banks and loan companies (excluding drive-through facilities except with a conditional use permit), insurance and real estate offices and similar businesses.
- (4) Dwelling units, single-family and two-family, permitted in the R-2 district, and other residential uses as permitted in the R-3 district.
- (5) Buildings, structures and uses maintained or operated by the city.
- (6) Lodges and clubs.
- (7) Restaurants less than 3,000 square feet.
- (b) *Floor space.* Any business establishment or structure proposing to occupy 3,000 square feet of total floor space or more shall require application for a conditional use permit.
- (c) *Uses to be enclosed, outdoor storage.* All uses must be within a completely enclosed building, except for outdoor storage, which must receive site plan approval and be screened from public streets and adjacent property.
- (d) *Sidewalk use.* Business establishments may utilize outside private or public sidewalk area for patron use to include non-fastened small tables and chairs, or benches during business hours only. Compact outside display areas may also be utilized provided the display has a maximum width of 25 percent of a retail store width or ten feet in width, whichever is less, four feet in depth, and six feet in height. Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table and chairs or displays shall not be allowed. All such uses shall be approved by the city manager or his designee.

(Code 1998, § 122-243; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 355-C, § 122-243, 10-23-2007; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2014-24, § 2, 9-23-2014)

Section 122-245 Lot and height requirements

Lot and height requirements for the CBD district are as follows:

- (1) *Impervious surface coverage and floor area ratio.* The maximum is 100 percent for commercial, provided requirements for stormwater retention can be satisfied. For single family and two-family residential the maximum is 80 percent.
- (2) *Stormwater abatement requirements.*
 - a. Except as otherwise provided in this section, each structure and land use located within the designated central business district shall provide or be provided with a stormwater abatement system in conformance with level of service standards as provided in the adopted city comprehensive plan. In lieu of providing all of the required stormwater abatement system, development within the central business district may substitute for provision of such a system by payment of a one-time stormwater abatement fee as set forth by resolution of the City Council and on file



CITY OF CLERMONT
ORDINANCE NO. 2018-21

in the City Clerk's office. Such fee shall be payable in full to the City prior to the issuance of any development permit for the site. An approved site plan, data and calculations shall be provided which shall indicate the entire volume of stormwater that is required to be retained and shall indicate the volume of stormwater that will be exchanged for the central business district stormwater abatement fee.

- b. Reservation of stormwater retention area capacity shall be considered effective for a period of one year from the date of receipt of the stormwater abatement fee. One extension, not to exceed 180 days, may be granted upon written approval of the administrative official. Such approval shall be based upon a finding of fact that substantial construction of the project has commenced, and that a certificate of occupancy can be reasonably expected to occur within the 180-day extension period.
 - c. Required stormwater abatement systems shall be located on the same parcel as the use they are intended to serve, except those exchanged for the central business district stormwater abatement fee. A stormwater abatement plan, including data and calculations signed and sealed by a professional engineer licensed in the state, shall be provided with all applications for individual development approval. All stormwater abatement systems shall be designed and constructed in accordance with the City's adopted engineering standards and criteria established in chapter 94, article V, division 3.
- (3) *Height.* Maximum height of 55 feet shall be allowable for the finished height of all buildings or structures, including architectural features. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations. Accessory structures shall not exceed the height of the dwelling unit or twenty-five (25) feet, whichever is greater.
- (4) *Lot width.* The minimum lot width for a single-family dwelling unit and other residential uses shall be 40 feet located on a publicly maintained street. Residential lots less than 50 feet in width will be required to have rear-loaded garages instead of front loaded garages, if applicable.
- (5) *Lot Size.* The minimum lot size for single family and two family units shall be 3,500 square feet per dwelling unit.

(Code 1998, § 122-245; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 355-C, § 122-245, 10-23-2007)

Section 122-246 Yards

Minimum yard requirements for the CBD district are as follows:

- (1) *Front yard.* The minimum front yard setback for single-family and two-family dwelling units on all streets shall be 20 feet.
- (2) *Side yard.* The minimum side yard setback for single-family and two-family dwelling units shall be 5 feet, except on corner lots, where 15 feet shall be required on all sides adjacent to any road rights-of-way.



CITY OF CLERMONT
ORDINANCE NO. 2018-21

- (3) *Rear yard.* The minimum rear yard setback for single-family and two-family dwelling units shall be 10 feet.
- (4) Commercial uses and commercial built structures shall be allowed a zero foot building setback.
- (5) *Other setbacks.* The building line for any lakefront property shall be measured from the established 100-year floodplain elevation as determined from national flood insurance rate maps (FIRM) of the Federal Emergency Management Agency (FEMA).
- (6) *Roof projections.* Properties located within the central business district may have roof projections (eaves) extending over public rights-of-way. However, such roof projections shall not be less than eight feet above ground level or the finished first floor elevation, whichever is greater, and shall not extend more than eight feet over the public right-of-way, or two feet from the back of the curb, whichever is less. Nothing in this subsection shall be construed to allow roof projections over public streets, alleys or parking areas which would inhibit or impair the free flow of traffic.
- (7) *Accessory Structure setbacks.* Accessory structures such as garages, sheds, or covered patios within the CBD district shall be allowed a building setback of 3 feet for side and rear property lines, and must be located behind the primary front building setback. Accessory structures that are part of a phased development may share a common wall with a zero setback on the side yard. If the accessory structure is constructed with a common wall, use of the accessory structure shall not be permitted until the primary structure is completed. Accessory Structures for residential uses shall have a maximum square footage of 50% of the heated and cooled area of the primary residential structure.
- (8) Residential driveways within the CBD district shall be allowed a 3-foot setback from the side and rear setback line.

(Code 1998, § 122-246; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)



CITY OF CLERMONT
ORDINANCE NO. 2018-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of June, 2018.

CITY OF CLERMONT

Gail Ash., Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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: 10076691
Phone: (352) 241-7331
Date: 05/08/18
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	05/22/2018	06/12/2018	\$170.60

LEGAL NOTICE

Notice is hereby given that the City Council of 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.

Ad No: 10076691
May 22, 2018 &
June 12, 2018

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, ARTICLE III DISTRICTS, DIVISION 12 CBD CENTRAL BUSINESS DISTRICT; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, June 5, 2018 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, June 26, 2018 at 6:30 p.m. for final enactment.

All meetings will be held in City Hall, located at 685 West Montrose Street.

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

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

Payment Info	
Ad Price	\$170.60
Tax	\$0.00
Sub Total	\$170.60
Prepaid Amount	\$0.00
Balance Due	\$170.60



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Ordinance No. 2018-22 <i>Final</i> <i>Jordan Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2018-22.		
Staff Report		
The applicant, Greg Beliveau with LPG Urban & Regional Land Planners, Inc., is requesting voluntary annexation of the subject property. The City's Comprehensive Plan encourages requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan (Policy 1.12.3). The property is located north and northwest of the intersection of SR 50 and Omar Street. The City limits surround this property, which essentially makes the property an enclave. The property is contiguous under Chapter 171 of the Florida Statutes for annexation. The property is approximately 1.98 acres in size and is in the City's utility service area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant has requested to receive services from the City in order to develop the property into a commercial mixed-use center with C-2 General Commercial uses. The current owner has several parcels between the subject property and SR 50. Overall, the owner controls about 3.28 acres and wishes to combine this property with existing property located within the City to develop a cohesive commercial project. This request is being heard concurrently with requests for a small scale comprehensive plan amendment and a rezoning to C-2 General Commercial. The related request for a comprehensive plan amendment would change the Future Land Use from Lake County's Commercial to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Agriculture in Lake County) to the City's C-2 General Commercial. The applicant's request for annexation appears to be consistent with the City's Comprehensive Plan and the City can provide the necessary services. In addition, since the subject property is contiguous to the City limits and the annexation request is voluntary, staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	2018-22 Ed Jordan ANN FINAL	2018-22 Ed Jordan ANN FINAL.doc
2.	Location-2	Location-2.pdf
3.	Jordan Maps PZ CC	Jordan Maps PZ CC.pdf
4.	Annexation_Signed	Annexation_Signed.pdf
5.	ORD 2018-22 ANN AD Proof	ORD 2018-22 ANN AD Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida.

Containing a total of 1.98 acres, more or less.

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

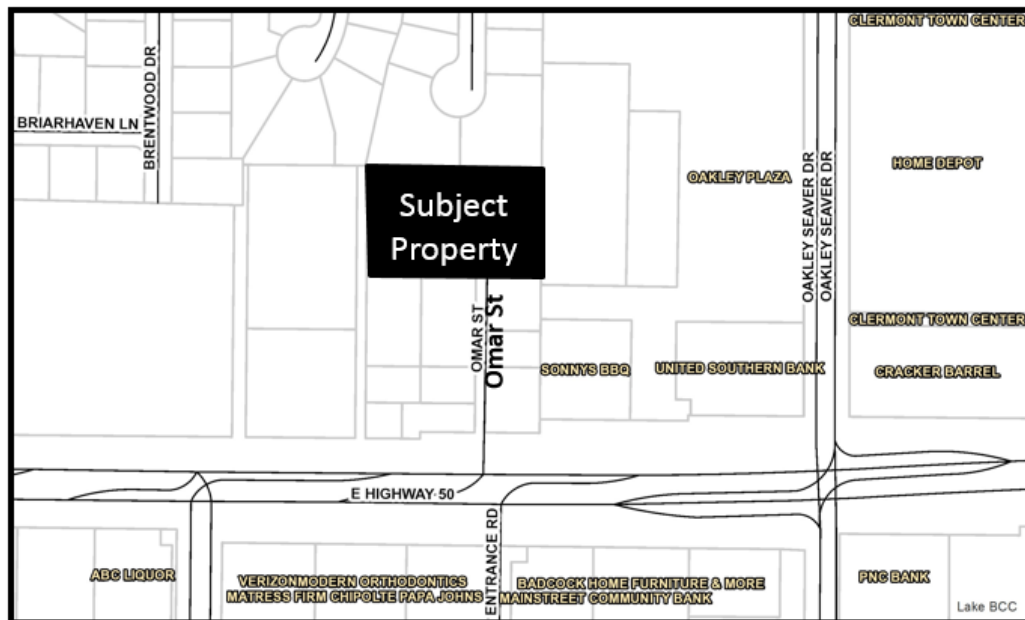
SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-22

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of June, 2018.

CITY OF CLERMONT

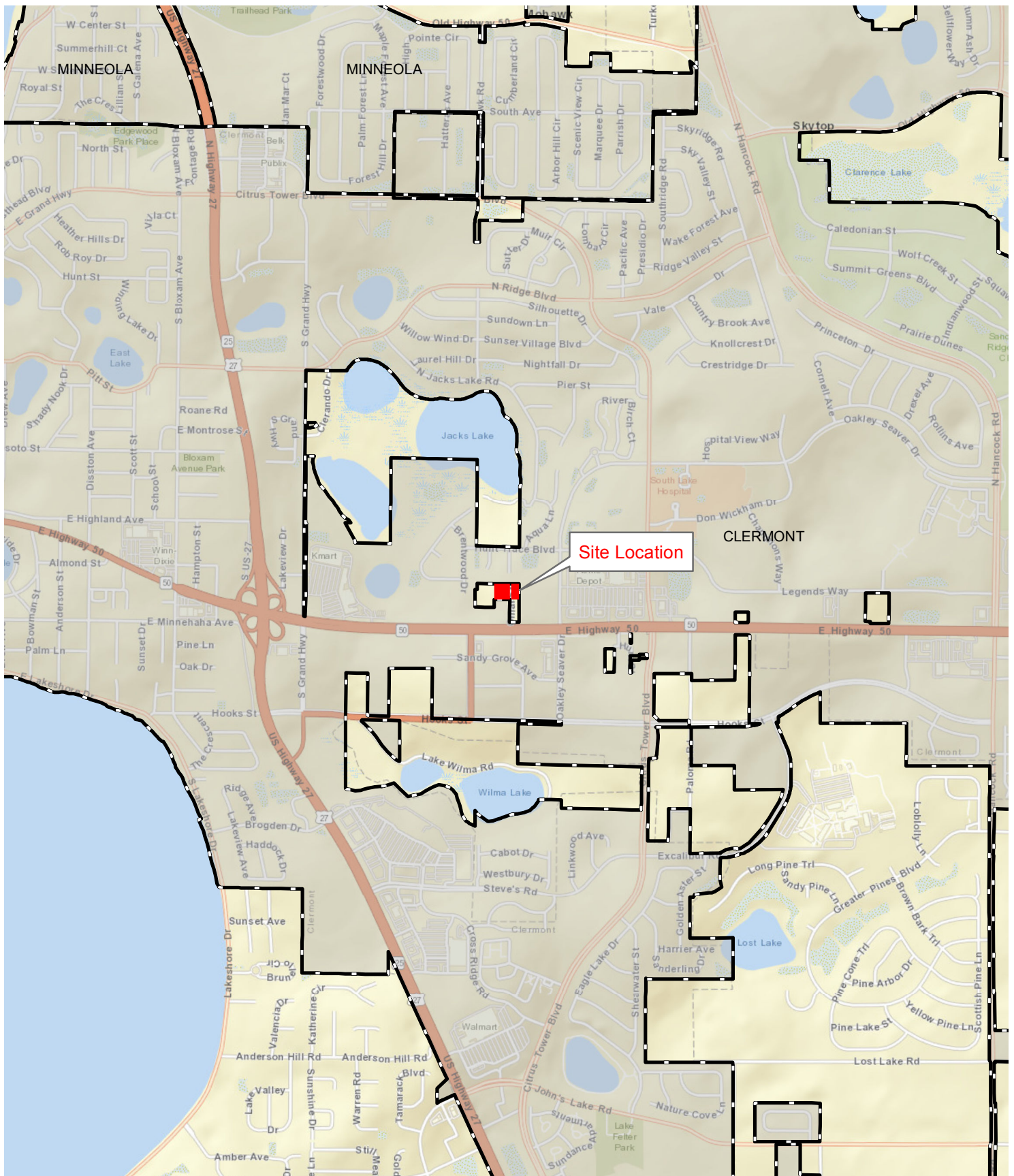
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



1,000 0 1,000 Feet

1 inch = 2,000 feet

City of Clermont
Edward Jordon, Trustee
 Lake County, Florida
 Location Map

Project: 1698-1
 File: Location-2.mxd
 Name: Edward Jordon
 PM: Sherie Lindh
 Date: April 24, 2018
 Created By: J.Meier



Exhibit - Location Map – Edward and Debra Jordan

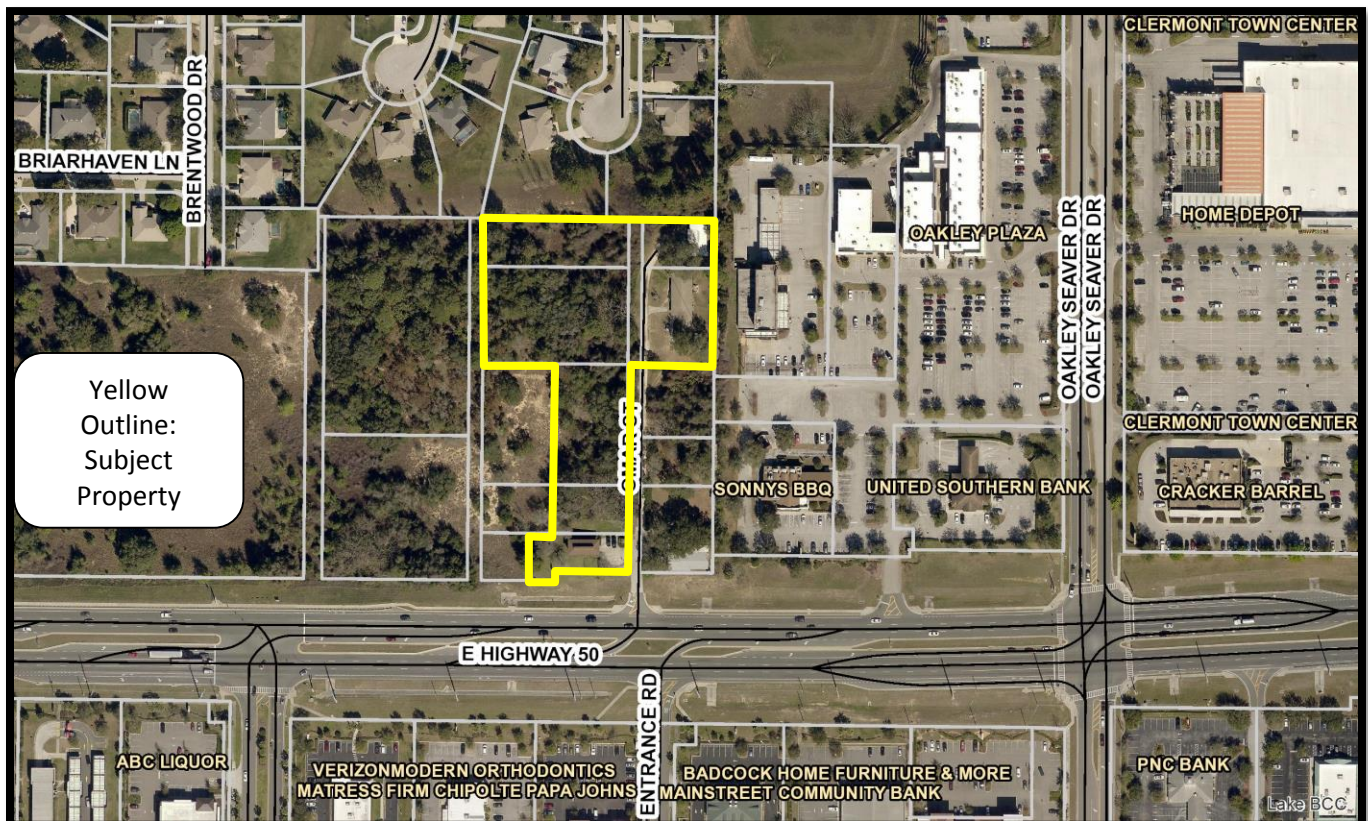
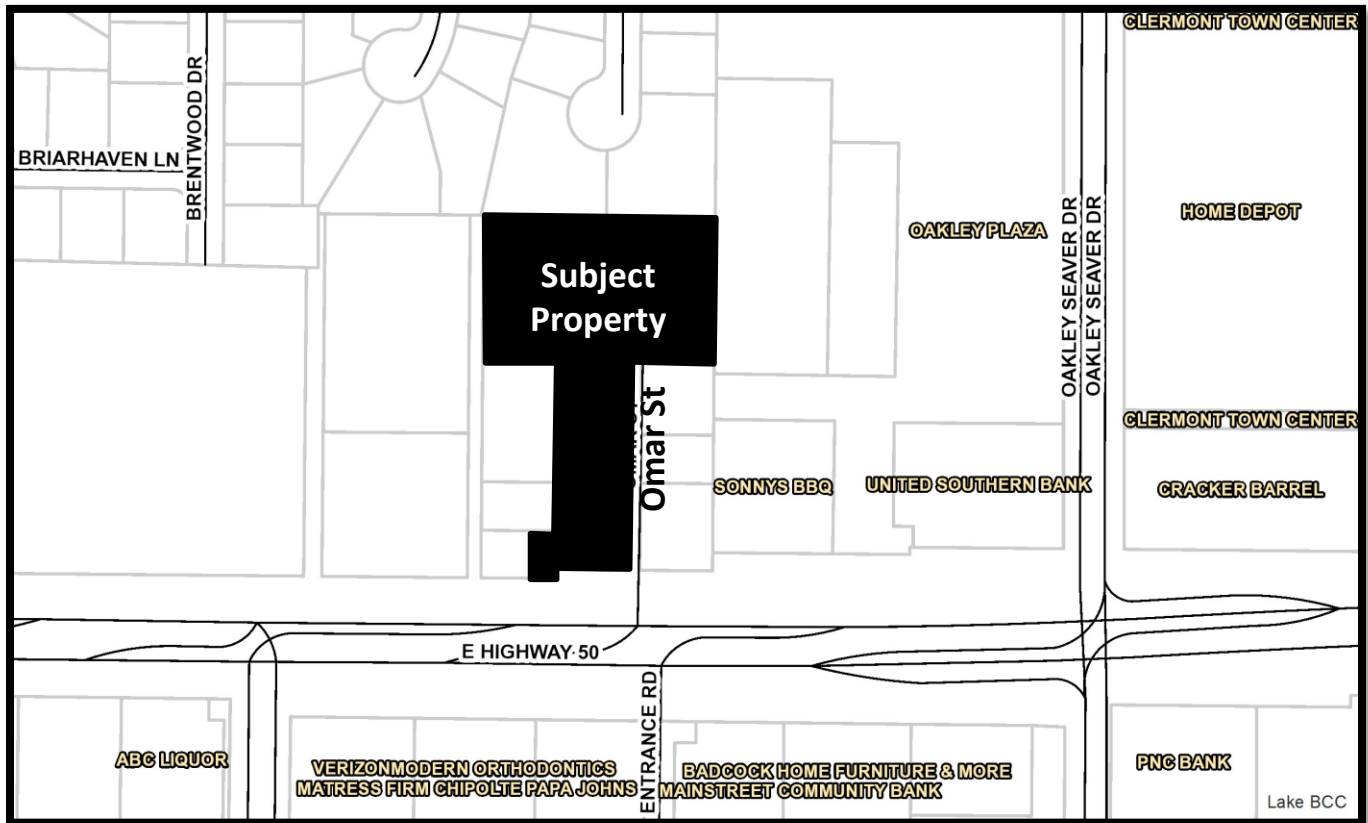


Exhibit – Future Land Use Map – Edward and Debra Jordan

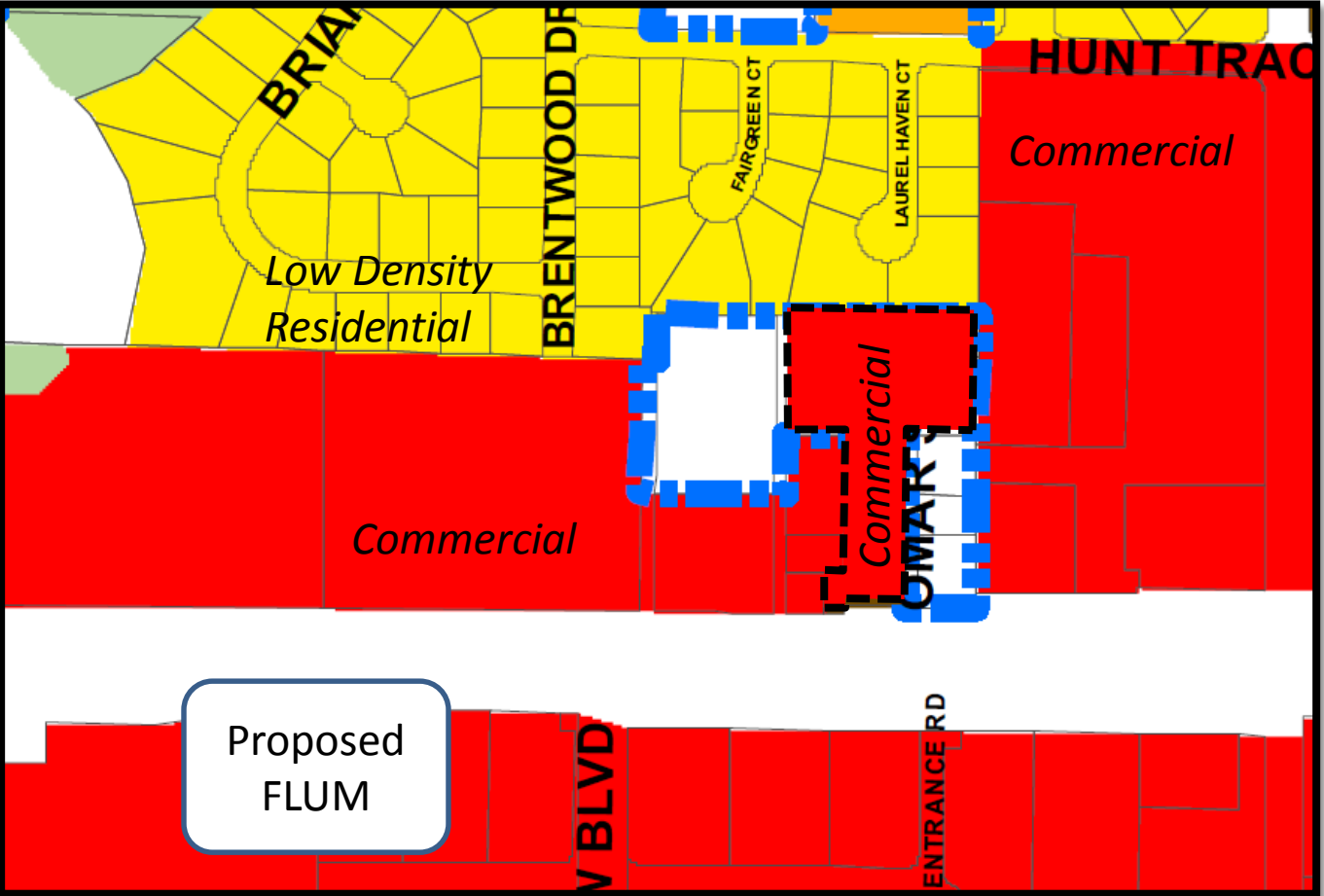
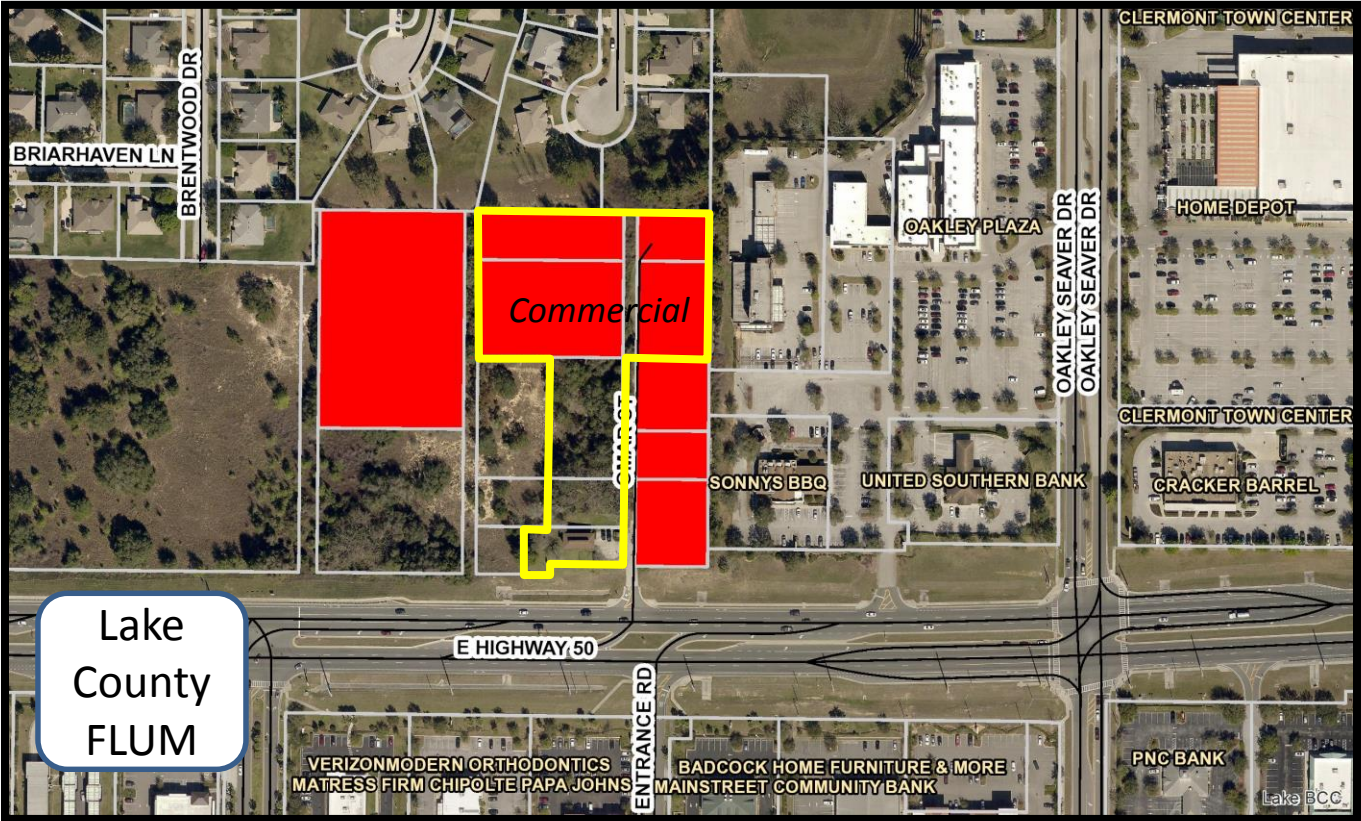


Exhibit – Zoning Map – Edward and Debra Jordan

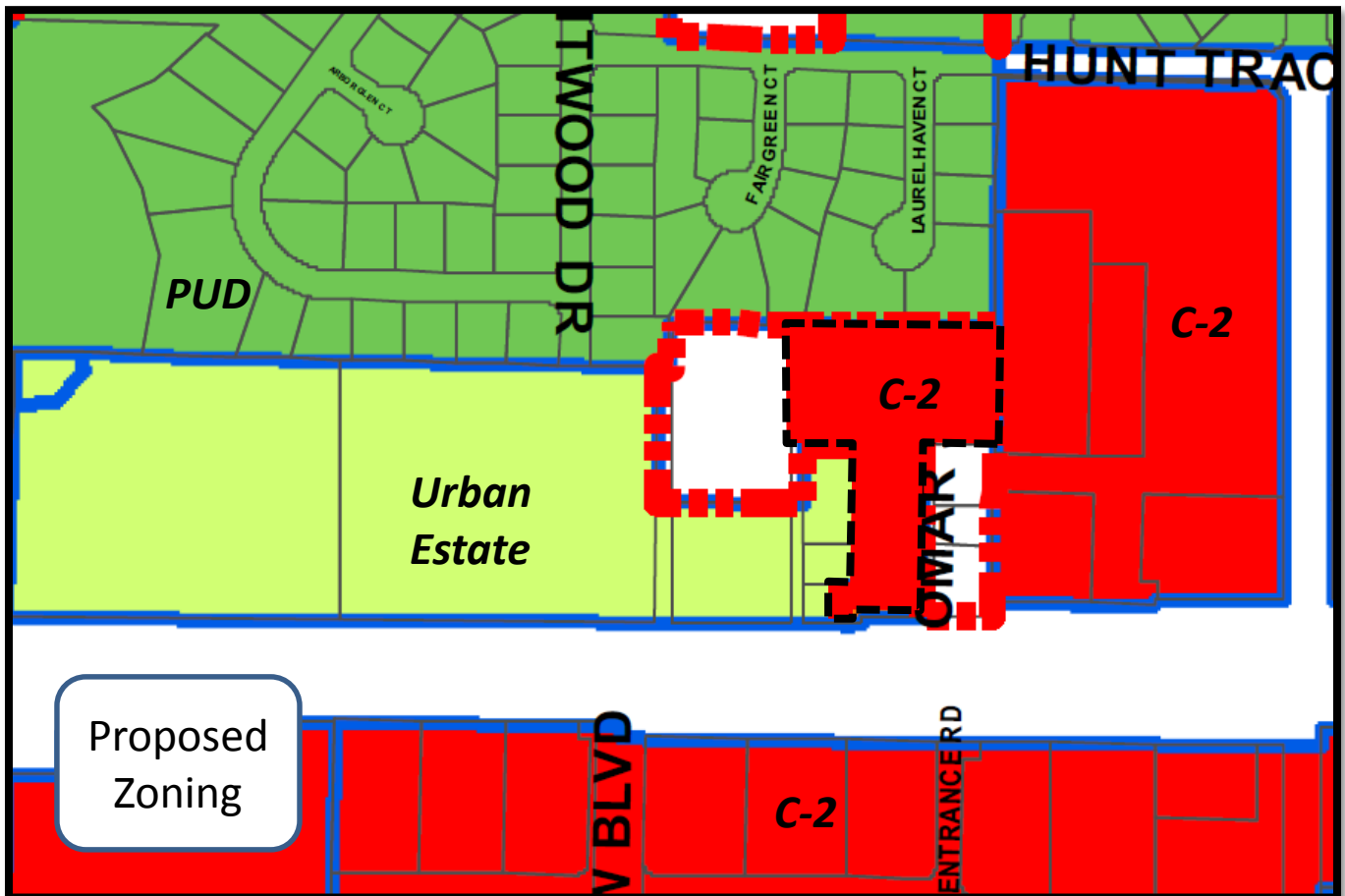
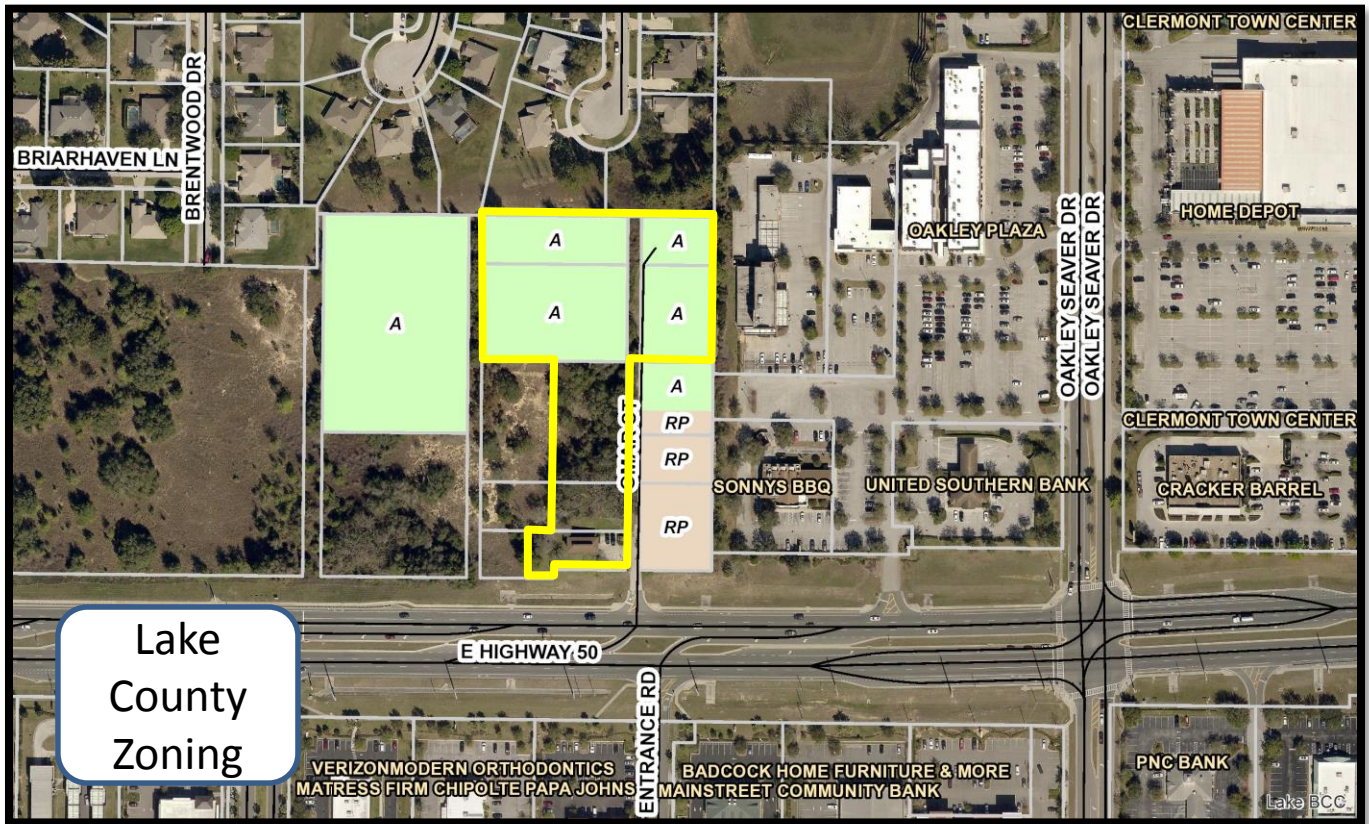
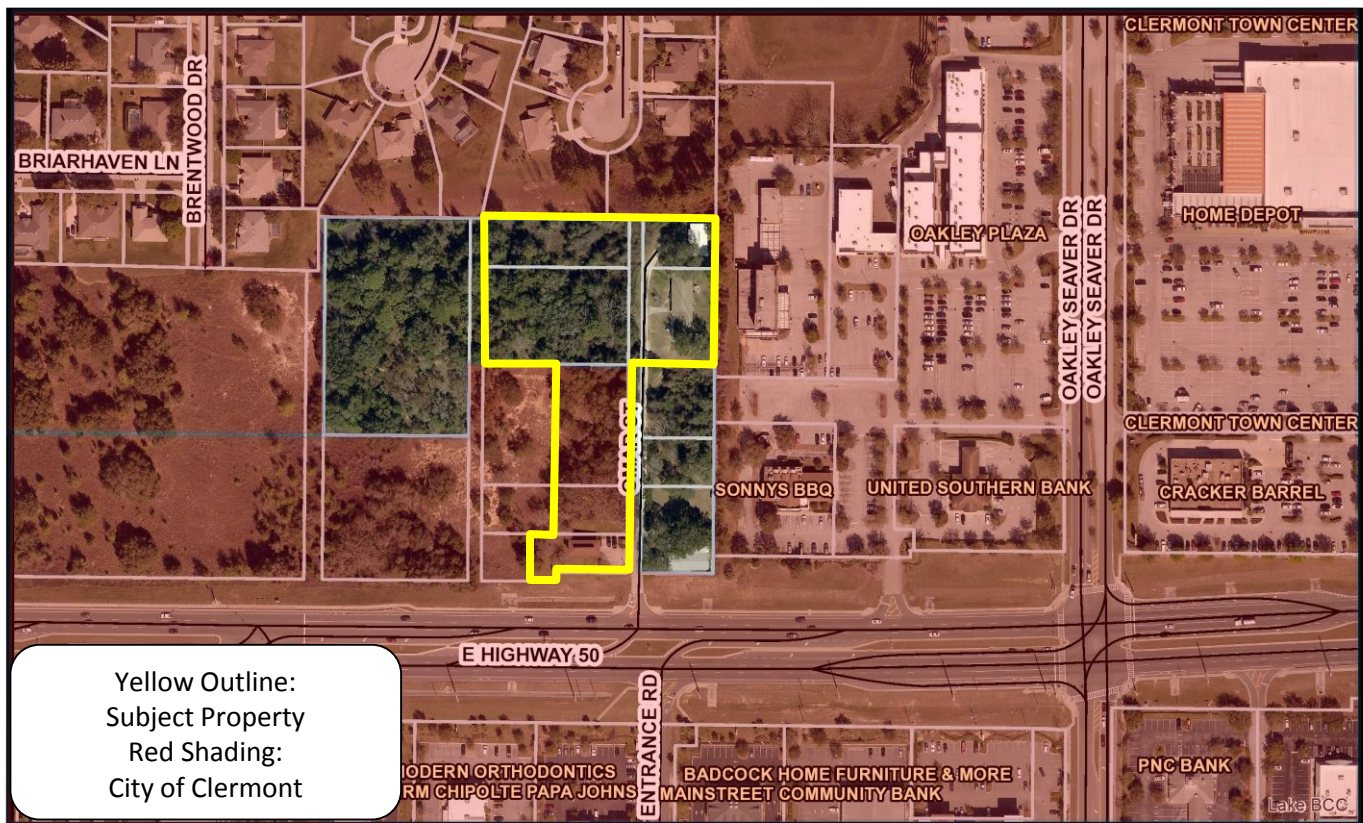
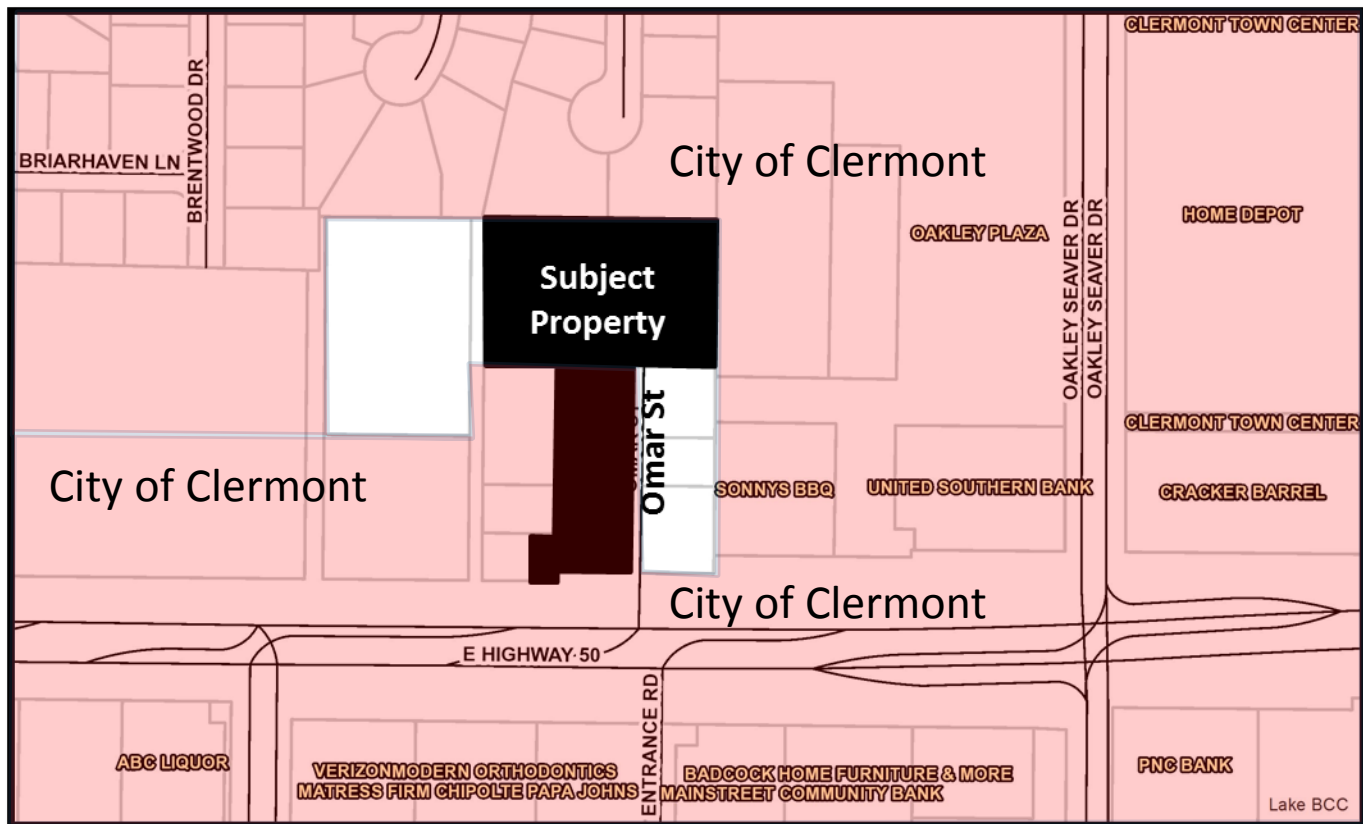


Exhibit - Annexation Map – Edward and Debra Jordan





CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. X Application & Petition by the landowners for Annexation (pages 3 and 4).
2. x General application form (page 5).
3. X Authorization for agent/owner representation (page 6)
4. X LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to rchidlow@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. X Map showing general area of site for which Annexation is being requested.
6. X Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: April 16, 2012

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): _____

APPLICANT: Greg Beliveau, LPG Urban & Regional Land Planners, Inc.

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Edward Jordon, Trustee and Debra Jordan, Trustee

Address: 1460 E Highway 50

City: Clermont State: FL Zip: 34711-3201

Phone: 352-394-1000 Fax: 352-394-2999

AGENT NAME (Affidavit required): Greg Beliveau, LPG Urban & Regional Planners, Inc.

Address: Same as above

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: Gregb@lpgurp.com

Property address and/or general location: 13826 and 13836 Omar Street, Clermont

Area of property: 2.27 +/- +/- acres, and/or 98,881 +/- sq. ft.

The property is PRESENTLY used for: Vacant commercial and residential

The property is PROPOSED to be used for: Commercial



Existing Lake County Land Use* : Regional Commercial

Existing Lake County Zoning* : Agriculture

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 1 residential structure

State the reason or basis for this request: Combine with existing property located within the City to develop a cohensive commercial project

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 29, Township 22, Range 26

Please see attached

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

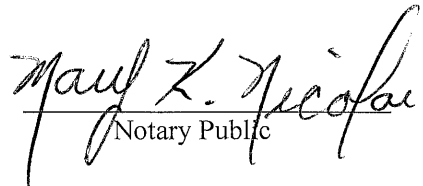
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

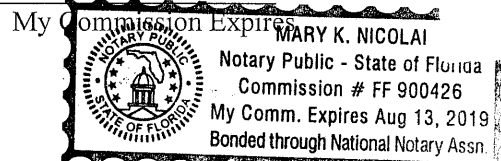
IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 16th day of April, 2018.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

April 16, 2018
Date


Notary Public





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: April 16, 2018

Before me, the undersigned authority personally appeared Edward P. Jordan
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Commercial project and receive city services
3. That said authority (owner) has appointed (agent's name) Greg Beliveau
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

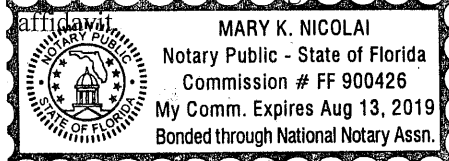
Sworn to and subscribed before
me this 16th day of April,
2018.

Mary K. Nicolai
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 30th day of April,
2018.

Sherie D. Lindh
Notary Public, State of FL
My commission expires: 1/23/2021

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign



Sherie D. Lindh
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG058426
Expires 1/23/2021

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, June 26, 2018 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2018-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

North and Northwest of the intersection of SR 50 and Omar Street
Alternate keys 1695872, 1695881, 1695911 and 2691280

LEGAL DESCRIPTION

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida. Containing a total of 1.98 acres, more or less.

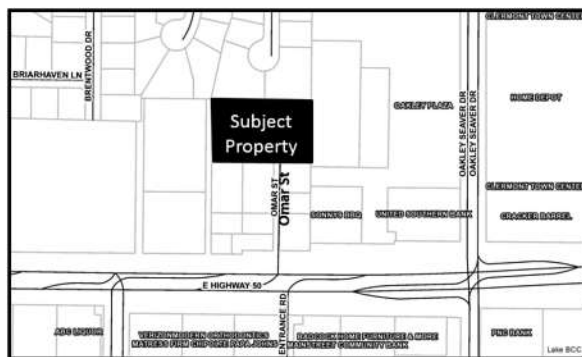
See Map Below

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



D044803 - June 12 & 19, 2018

☐ **PROOF O.K. BY:** _____ ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D044803 (100%)

ADVERTISER: CITY OF CLERMONT-LEGAIS

SALES PERSON: LFD001

SIZE: 2X10

PUBLICATION: LF-DAILY COMMERCIAL

PROOF CREATED AT: 5/15/2018 10:31:16 AM

NEXT RUN DATE: 06/12/18

PROOF DUE: 06/11/18 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Ordinance No. 2018-23 <i>Final</i> <i>Jordan Small Scale Comp Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2018-23.		
Staff Report		
The applicant, Greg Beliveau with LPG Urban & Regional Land Planners, Inc., is requesting a small scale comprehensive plan amendment for the subject property. The overall property is approximately 3.28 +/- acres in size. This request is being heard concurrently with requests for annexation and rezoning. The applicant wishes to develop the property and use City services. The small scale comprehensive plan amendment would change the Future Land Use from Lake County's Commercial and the City's Residential/Office to the City's Commercial designation. The property fronts on a major six-lane arterial roadway encouraging commercial use and has existing commercial uses to the east and across SR 50 to the south. The Commercial designation is supported by the proximity of the property on SR 50 and the existing development pattern of comparable intensity in the area. The City's Commercial future land use would be comparable with Lake County's Commercial designation. The Commercial future land use is the most appropriate based upon the development pattern of the surrounding area, mainly commercial along the SR 50 corridor. Staff recommends approval of the small scale comprehensive plan amendment to change the future land use from Lake County Commercial and City Residential/Office to Commercial in the City. <i>The Planning and Zoning Commission unanimously recommended approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018-23 Ed Jordan CPA FINAL	2018-23 Ed Jordan CPA FINAL.doc	
2. Jordan Maps PZ CC	Jordan Maps PZ CC.pdf	
3. Signed Comp Plan_Application	Signed Comp Plan_Application.pdf	
4. ORD 2018-23 CPA AD Proof	ORD 2018-23 CPA AD Proof.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Lots 4 through 7, less South 42 feet thereof, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida, less and except that portion of fee simple right of way described in OR Book 657, Page 473, Public Records of Lake County, Florida, less road right of way.

AND



CITY OF CLERMONT
ORDINANCE NO. 2018-23

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida.

Containing a total of 3.28 Acres, more or less.

LOCATION

Alternate Key 1695813, 1695872, 1695881, 1695899, 1695911, 2587199, and 2691280.

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: COUNTY COMMERCIAL and CITY OF CLERMONT
RESIDENTIAL/OFFICE
TO: CITY OF CLERMONT COMMERCIAL

SECTION 2.

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

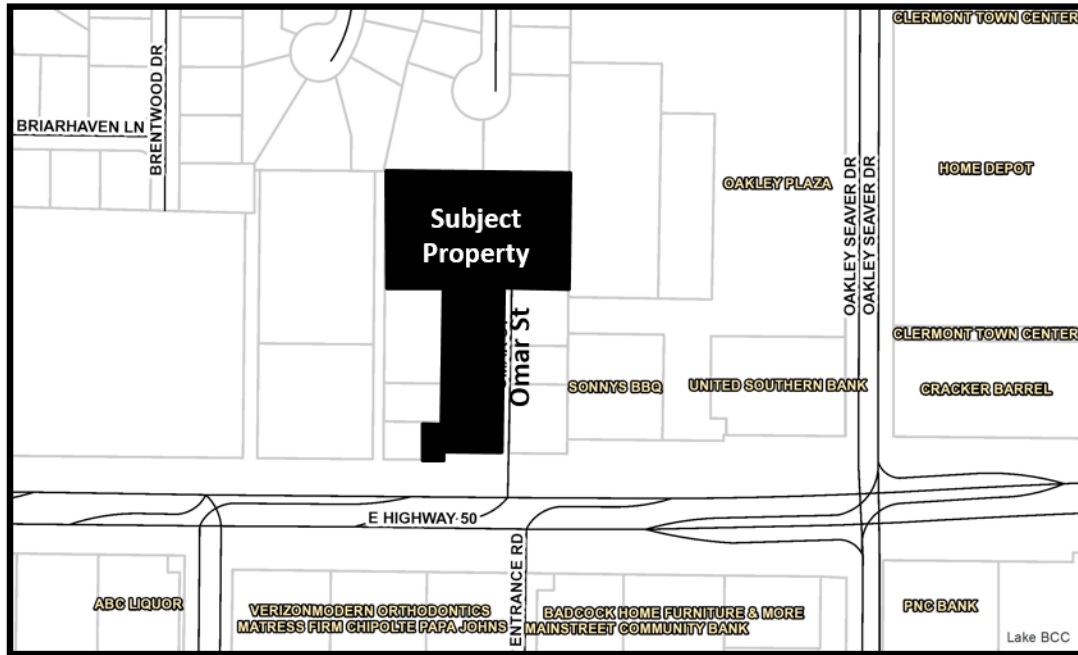
SECTION 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-23

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of June, 2018.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Edward and Debra Jordan

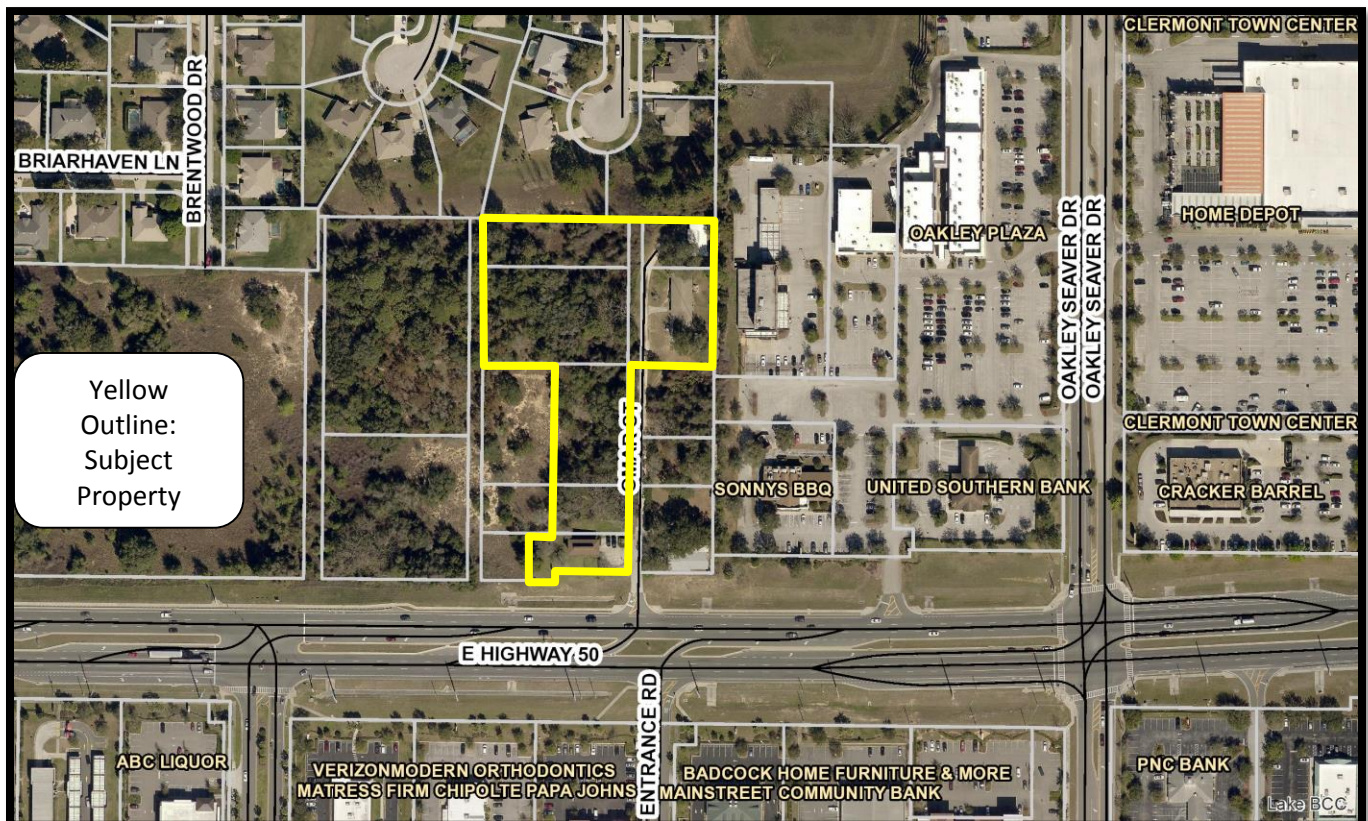
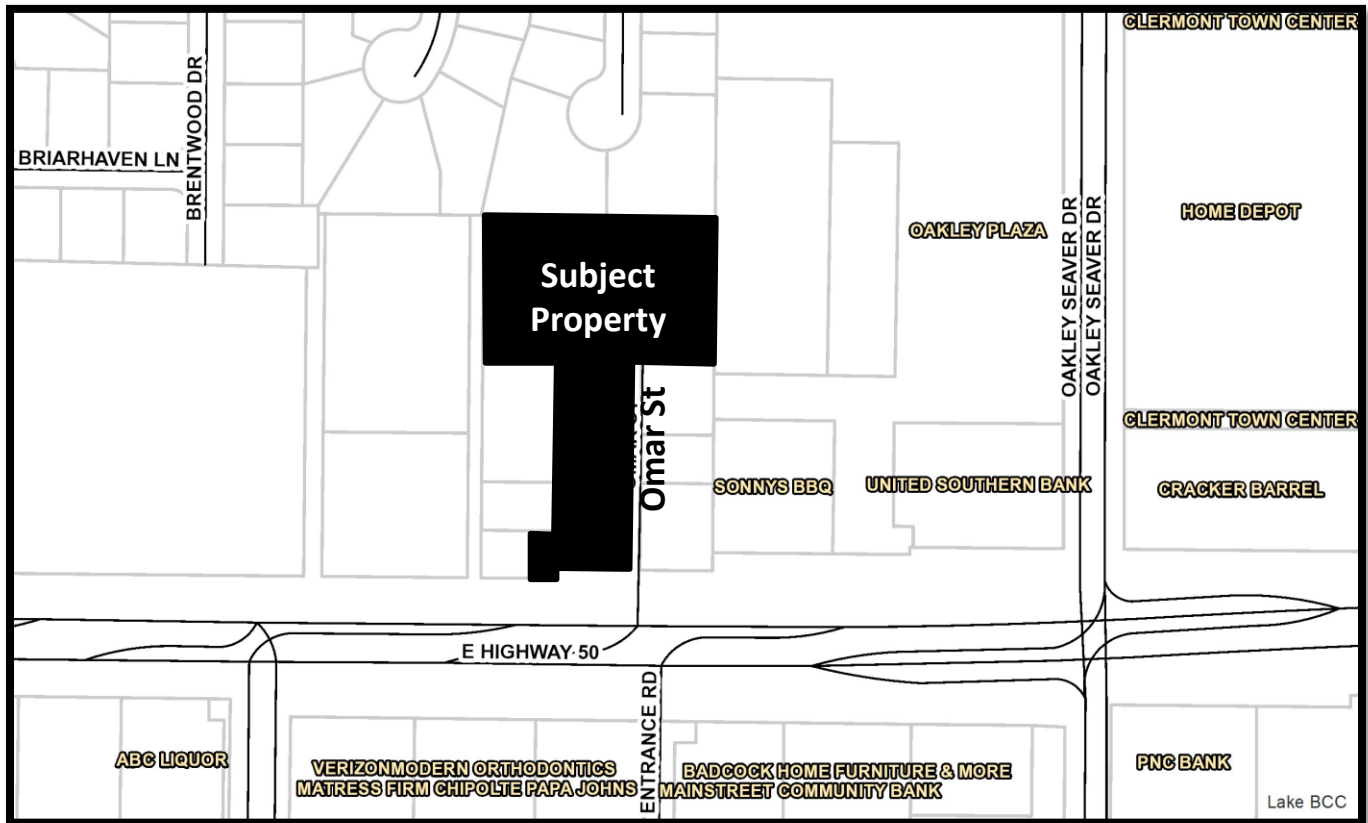


Exhibit – Future Land Use Map – Edward and Debra Jordan

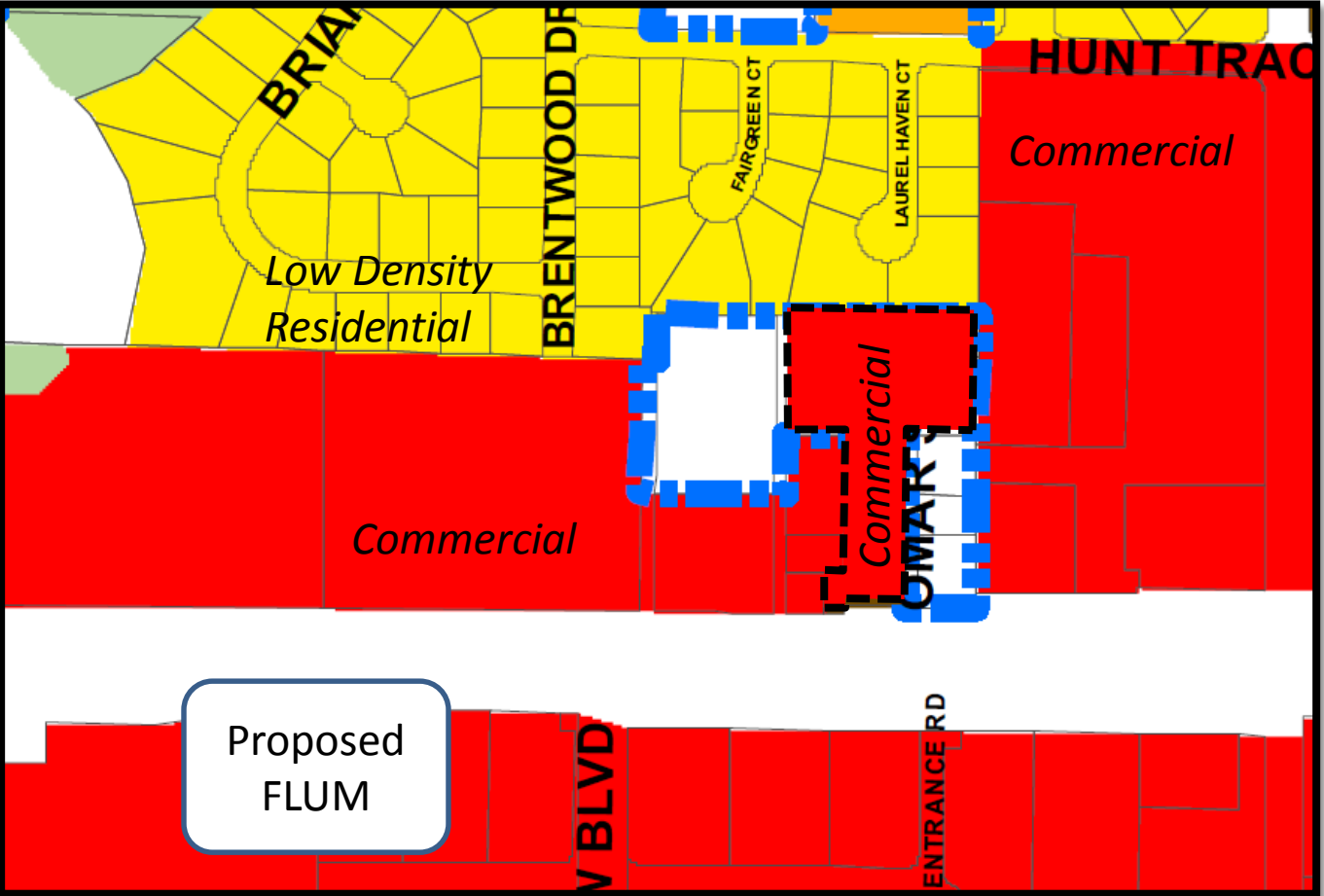
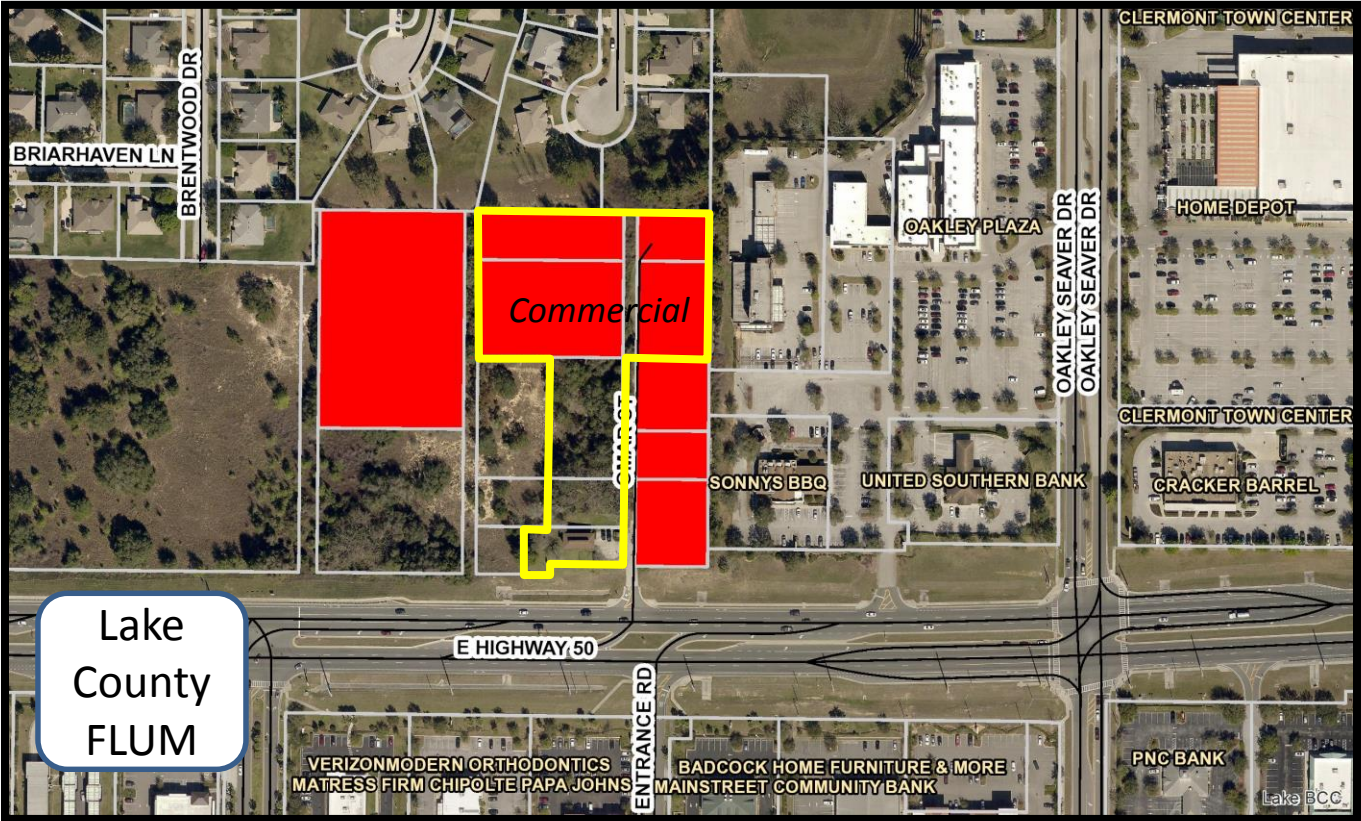


Exhibit – Zoning Map – Edward and Debra Jordan

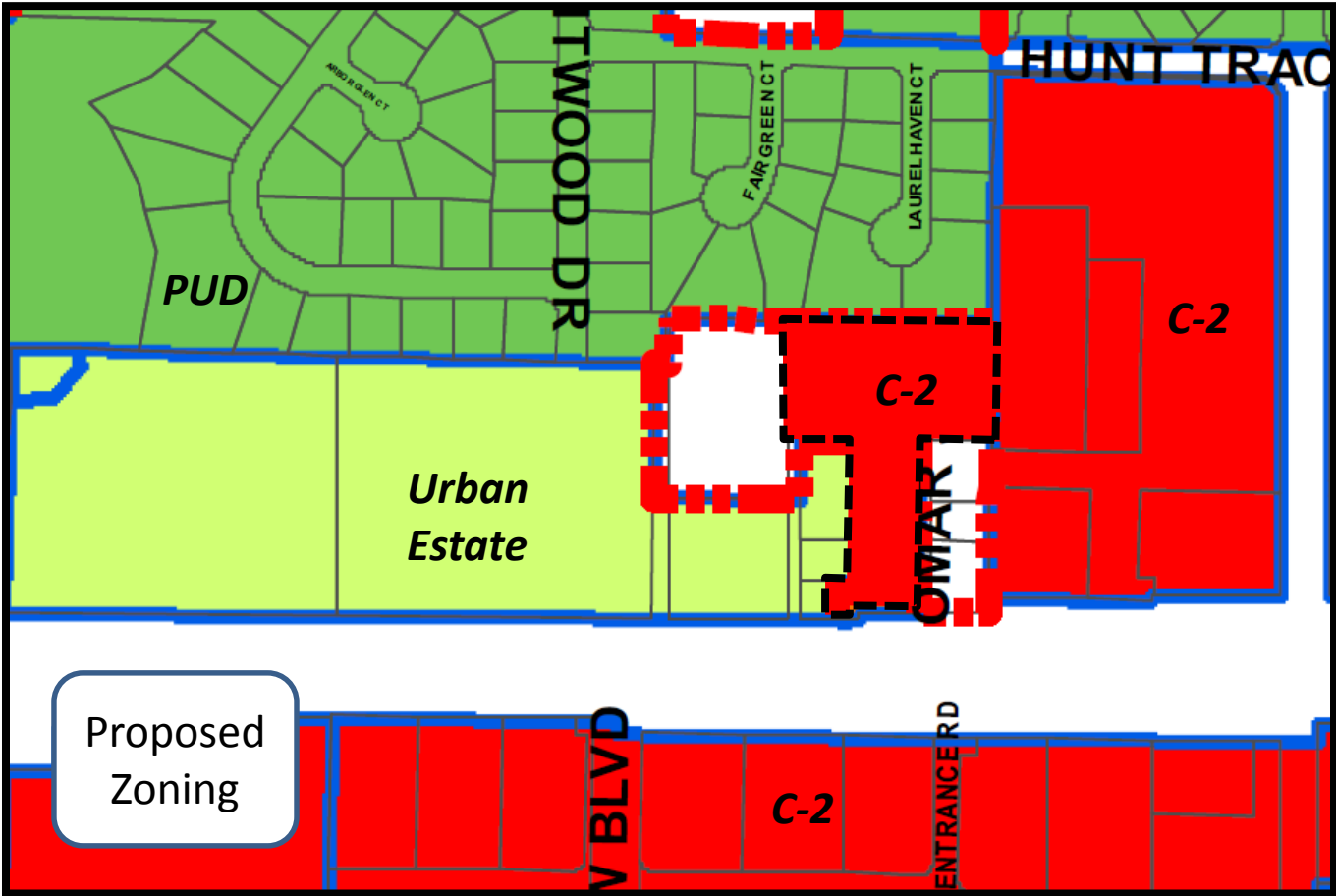
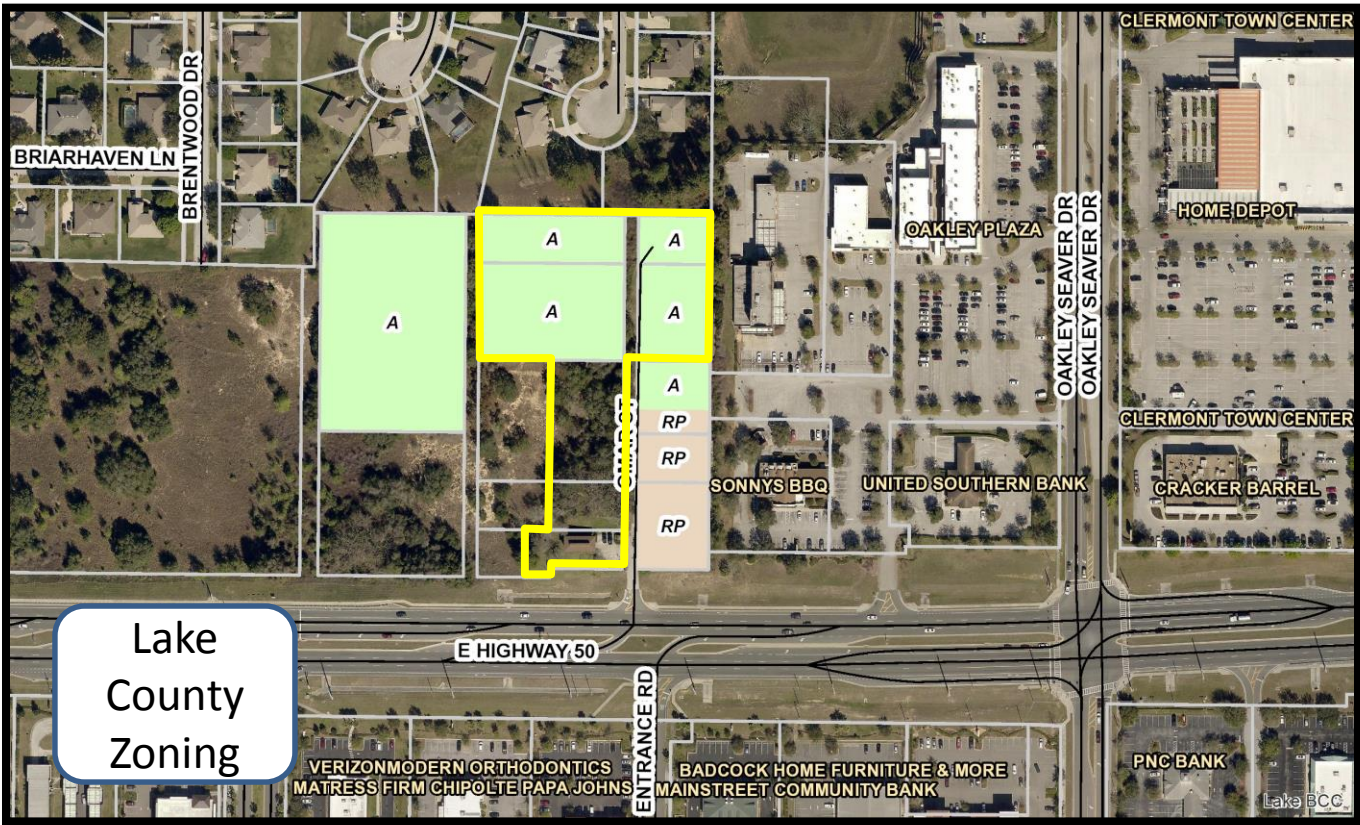
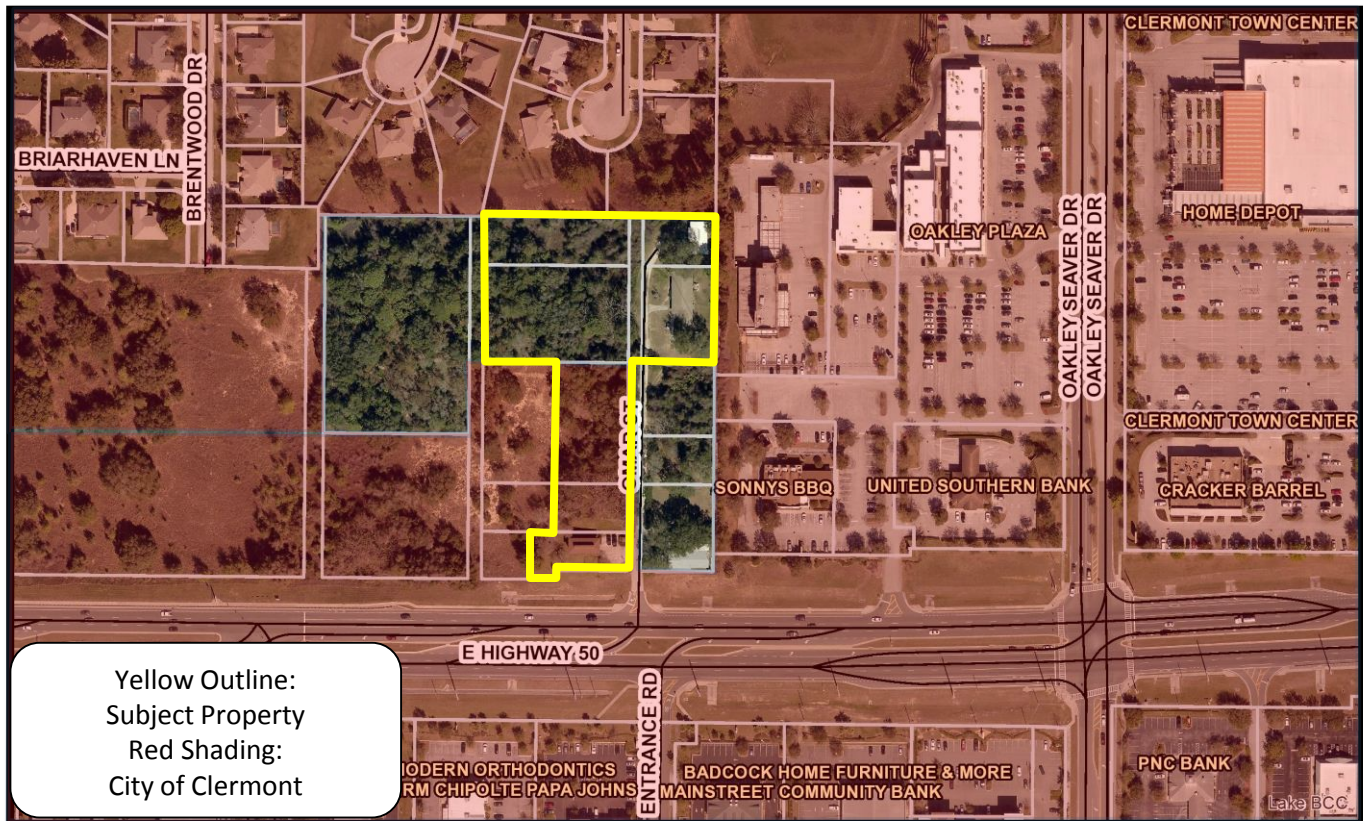
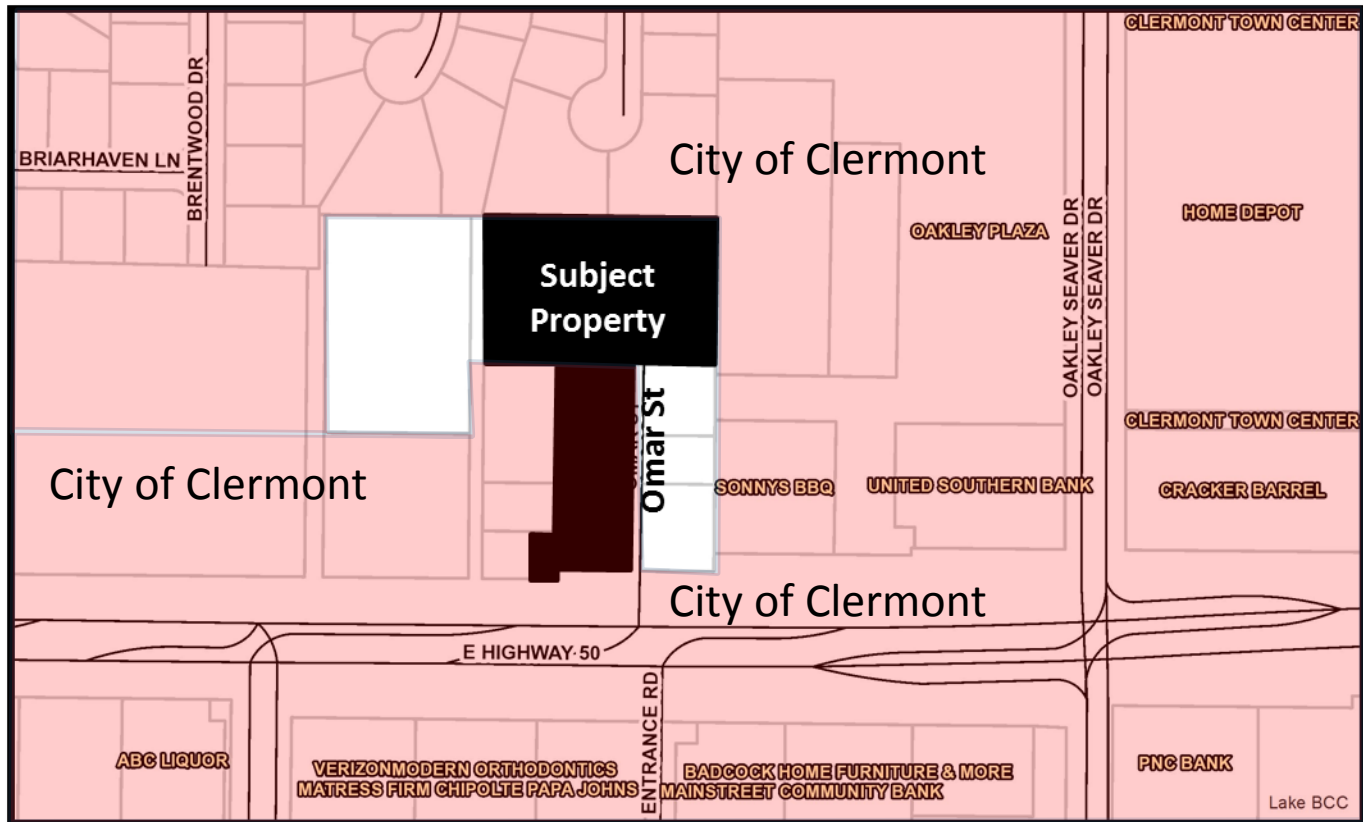


Exhibit - Annexation Map – Edward and Debra Jordan





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to rchidlow@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: April 16, 2018

FEE: _____

Project Name (if applicable): _____

Applicant: LPG Urban & Regional Planners, Inc.

Contact Person: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Edward Jordon, Trustee and Debra Jordan, Trustee

Address: 1460 E. Highway 50

City: Clermont State: FL Zip: 34711-3201

Phone: 352-394-1000 Fax: 352-394-2999

E-Mail: Edward@ePJordanlaw.com

General Location: 13836 Omar Street, Clermont, FL 347711

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): 3.28 ± acres

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Vacant commercial and residential

Existing Zoning: Agriculture and Residential Professional

Existing Future Land Use: Regional Commercial and Residential Office

Proposed Future Land Use: Commercial

Type of development proposed: Commercial, retail sales, offices



Proposed density (dwelling units/acre) or intensity: 80% ISR

Proposed Zoning District: General Commercial (C-2)

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The property is located on the north side of Highway 50 within an existing area of commercial development. A portion of the site is being annexed into the City and the proposed future land use designation is consistent and compatible with the Lake County Future Land Use; therefore, no net change is anticipated.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont Development Services Department 685 W. Montrose St. P.O. Box 120219 Clermont, FL. 34712-0219 (352) 394-4083 Fax: (352) 394-3542
--



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Greg Beliveau, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Regional Commercial & Residential Office to Commercial for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Greg Beliveau
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of April, 2018.

X [Signature]
Notary Public, State of Florida at Large



Sherie D. Lindh
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG058426
Expires 1/23/2021

My Commission Expires: 1/23/2021



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Edward P. Jordan, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Regional Commercial & Residential Office Commercial for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Greg Beliveau to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Edward P. Jordan
Affiant - Applicant Name (print)

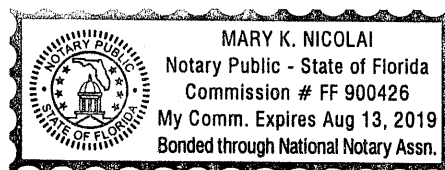
X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 16th day of April, 2018.

X Mary K. Nicolai
Notary Public, State of Florida at Large

My Commission Expires: _____





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Ordinance No. 2018-24 <i>Final</i> <i>Jordan Rezoning</i>		
Requested Action		
Recommend approval of Ordinance 2018-24.		
Staff Report		
The applicant, Greg Beliveau with LPG Urban & Regional Land Planners, Inc., is requesting a rezoning of the subject property. The property is approximately 3.28 +/- acres in size. This request is being heard concurrently with requests for annexation and a small scale comprehensive plan amendment. The northern portion of the property is located in Lake County and is currently zoned Agriculture. The property east of Omar Street is currently being used for single-family residential use. The property to the west of these homes is currently vacant. Upon annexation, the zoning would default to Urban Estate. The southern portion of the property on the west side of Omar Street is currently in the City with a zoning designation of R-3 Residential/Professional. A small office is currently on this portion of the property along SR 50. The applicant is requesting a change to C-2 General Commercial. The owner is requesting to develop the property as a mixed-use commercial development with all permitted C-2 uses allowed. The concept site plan was only provided to ensure the parcel could accommodate future development. This was submitted as a "fit test" to show buildings and parking could be laid out within the site. Staff has reviewed the applicant's proposal and believes general commercial uses at this location is compatible with the uses in the area. Therefore, staff recommends approval of the request for a rezoning to C-2 General Commercial. <i>The Planning and Zoning Commission unanimously recommended approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018-24 Ed Jordan REZ FINAL	2018-24 Ed Jordan REZ FINAL.doc	
2. Jordan Maps PZ CC	Jordan Maps PZ CC.pdf	
3. Jordan Concept 04-25-2018	Jordan Concept 04-25-2018.pdf	
4. Signed Rezoning_Application	Signed Rezoning_Application.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2018-24

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

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

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lots 4 through 7, less South 42 feet thereof, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida, less and except that portion of fee simple right of way described in OR Book 657, Page 473, Public Records of Lake County, Florida, less road right of way.

AND

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida.

Containing a total of 3.28 Acres, more or less.

LOCATION

North and Northwest of the intersection of SR 50 and Omar Street
Alternate Keys 1695813, 1695872, 1695881, 1695899, 1695911, 2587199, and 2691280

**From: Lake County Agriculture District and
City of Clermont Residential/Professional District
To: City of Clermont C-2 General Commercial District**

SECTION 2.

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

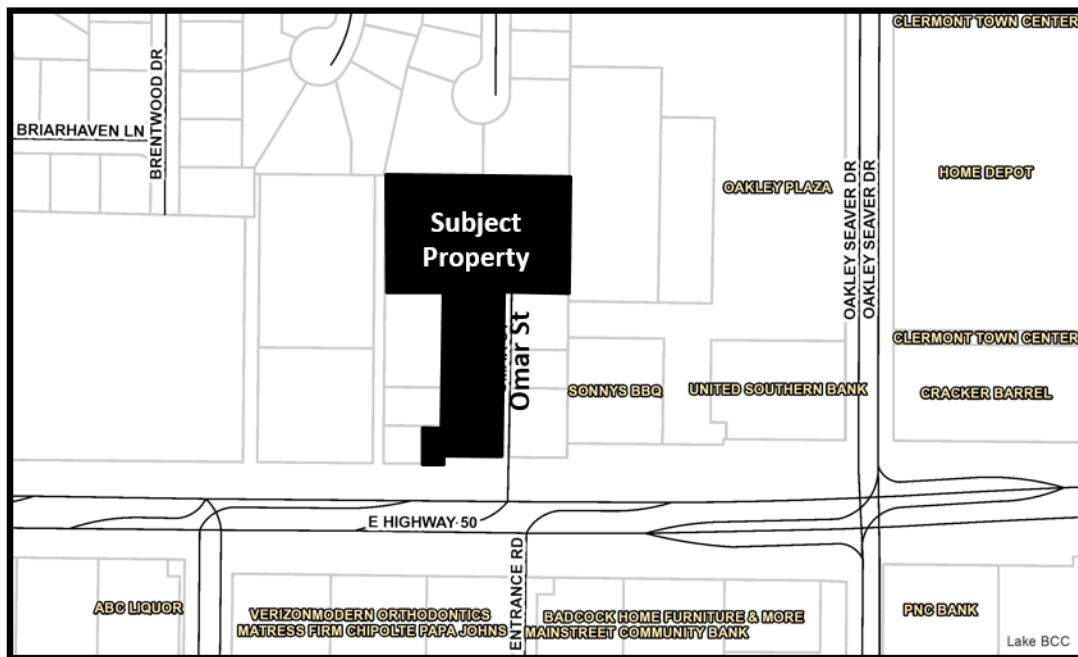
SECTION 3.

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.

The provisions of this Ordinance shall be effective as provided by law.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of June, 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

Exhibit - Location Map – Edward and Debra Jordan

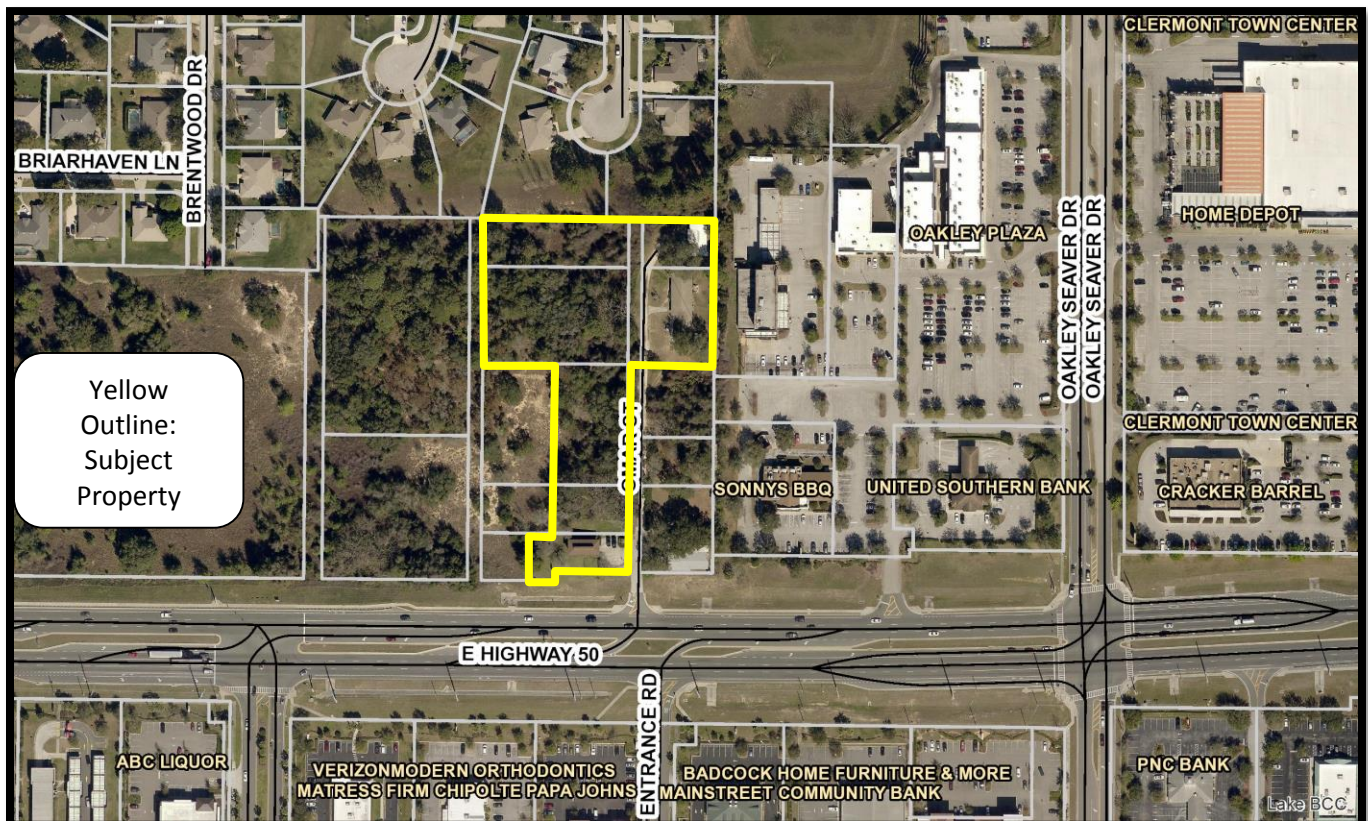
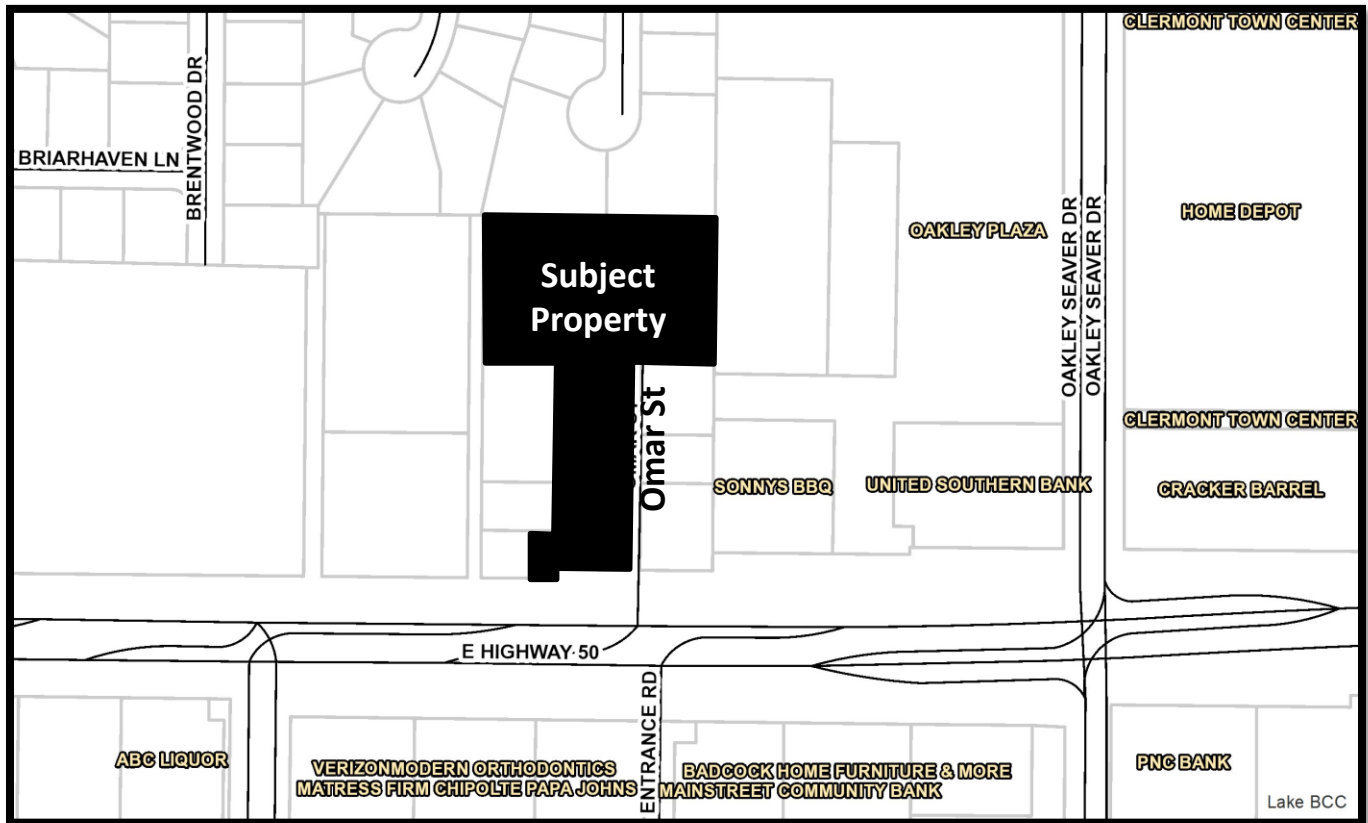


Exhibit – Future Land Use Map – Edward and Debra Jordan

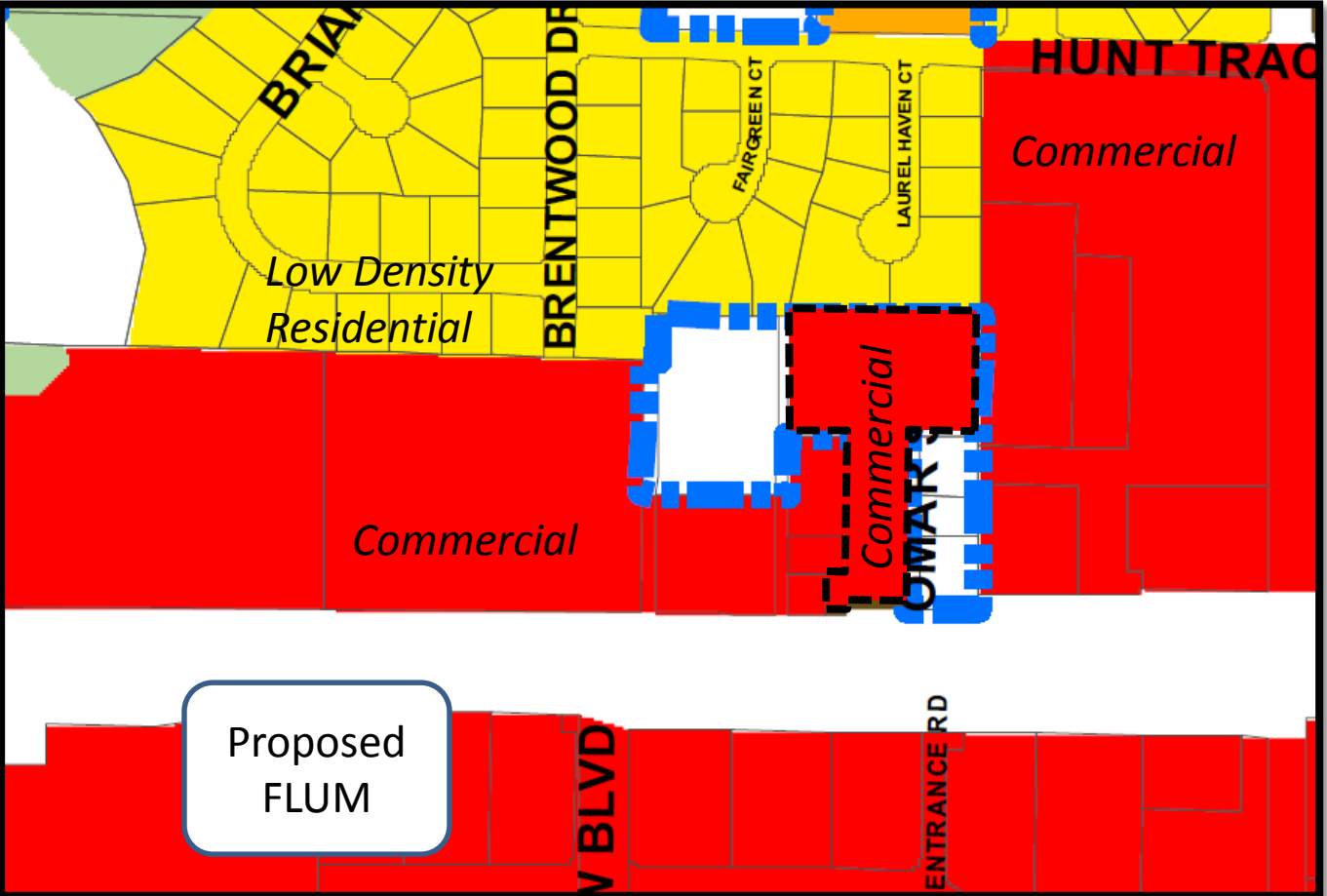
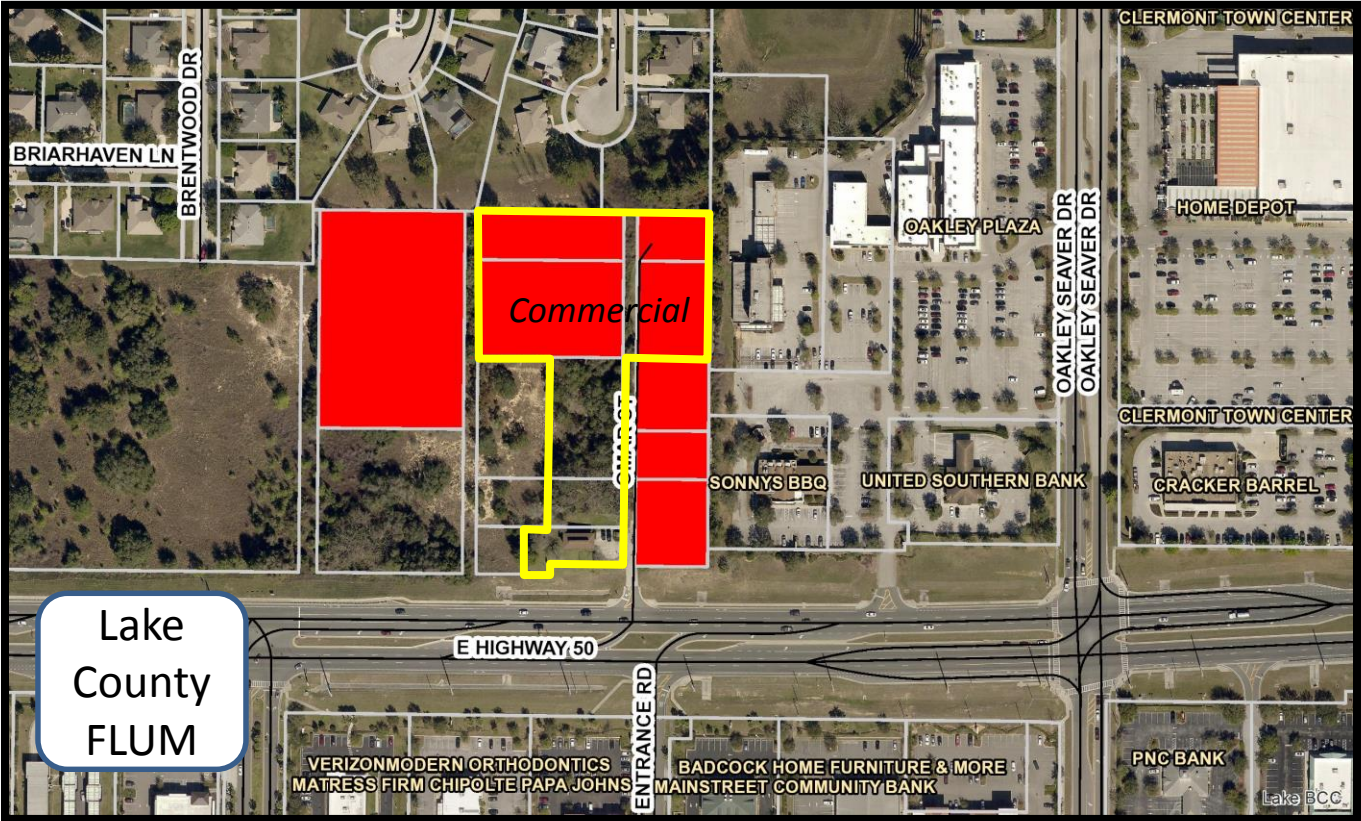


Exhibit – Zoning Map – Edward and Debra Jordan

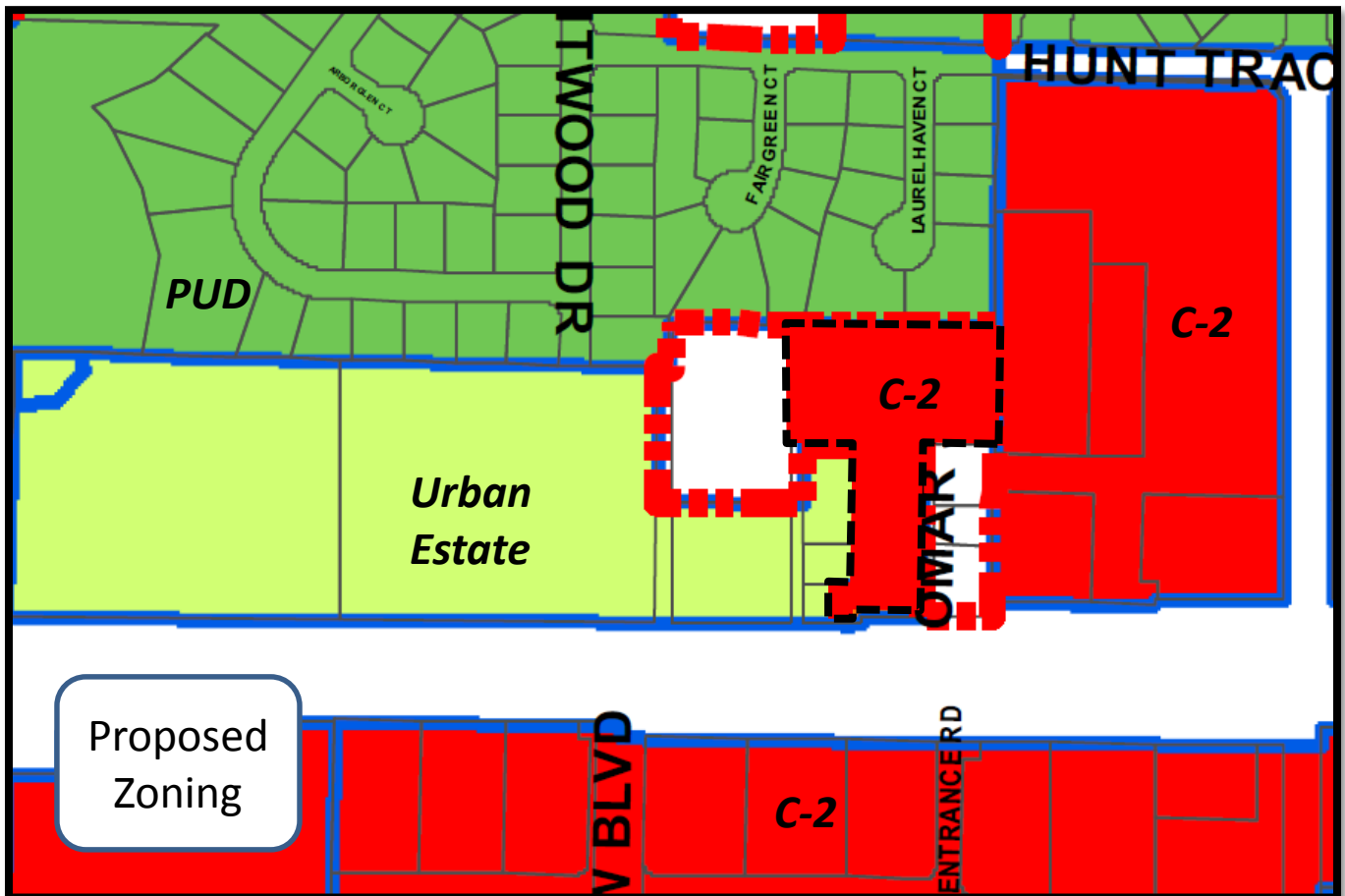
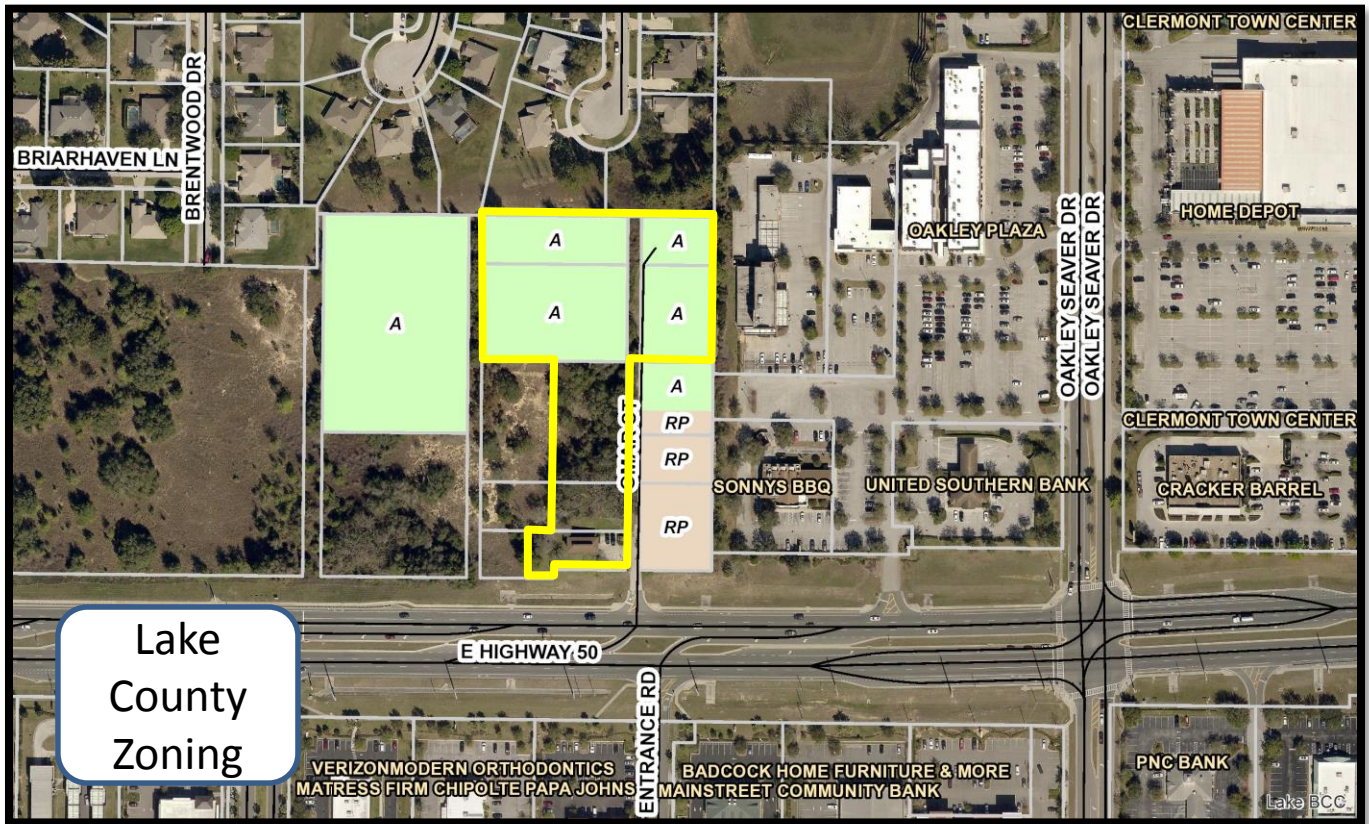
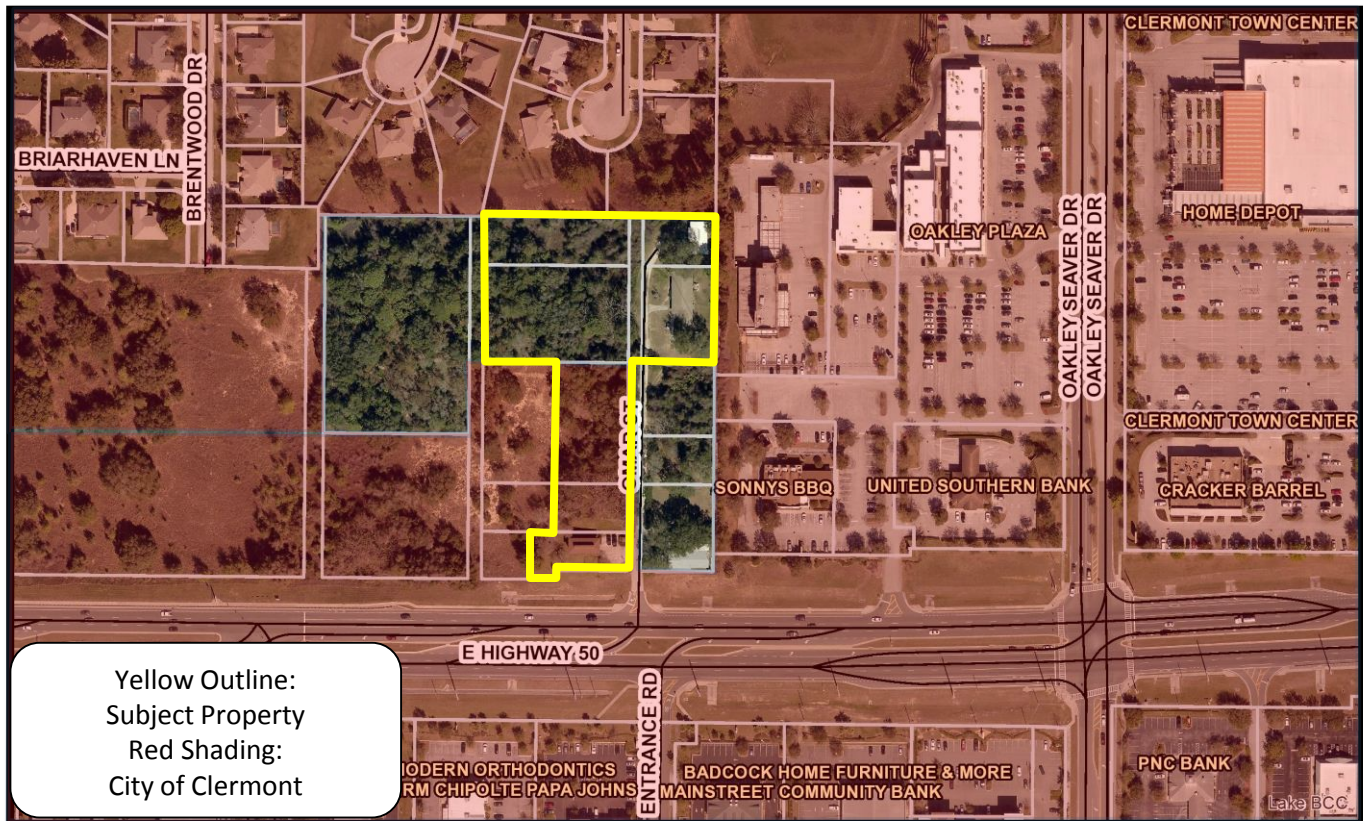
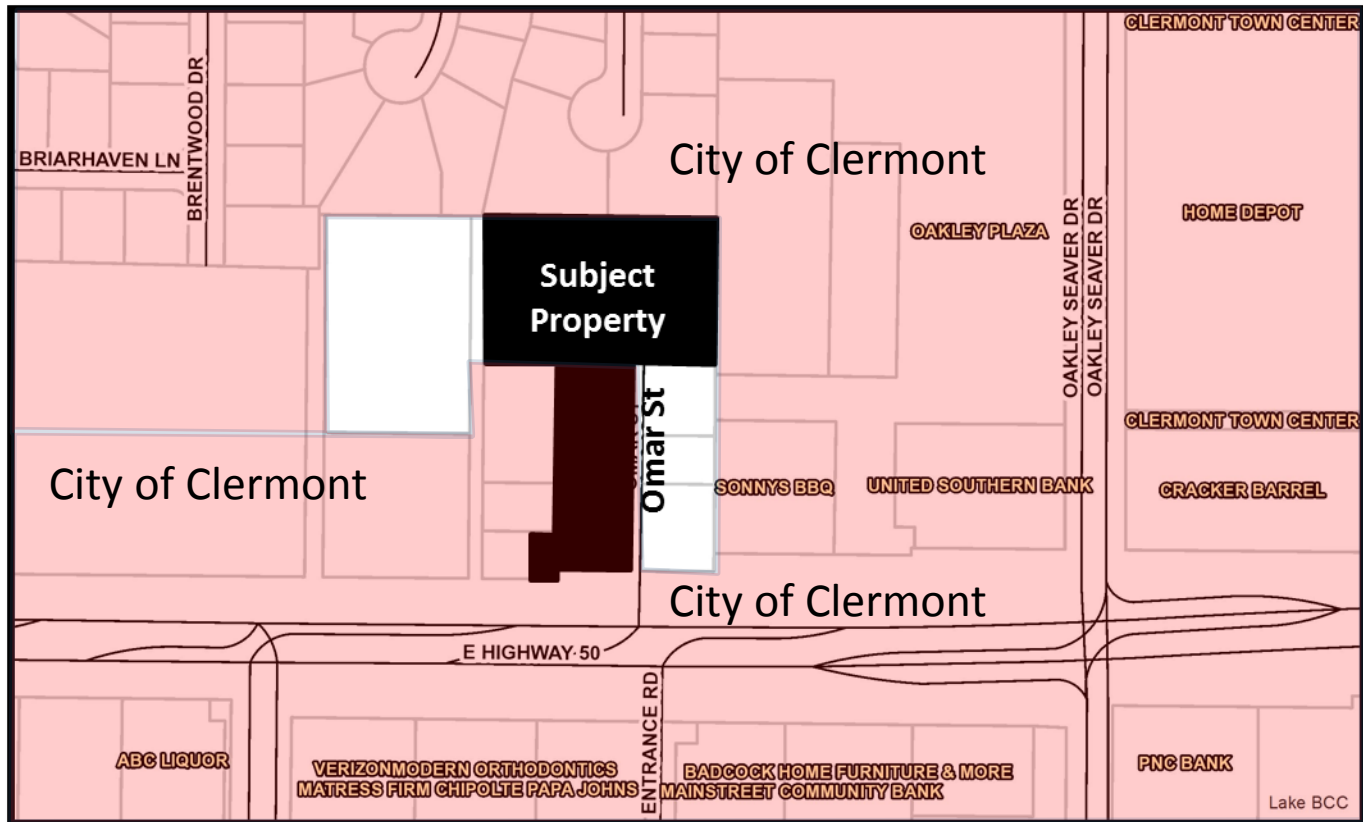


Exhibit - Annexation Map – Edward and Debra Jordan

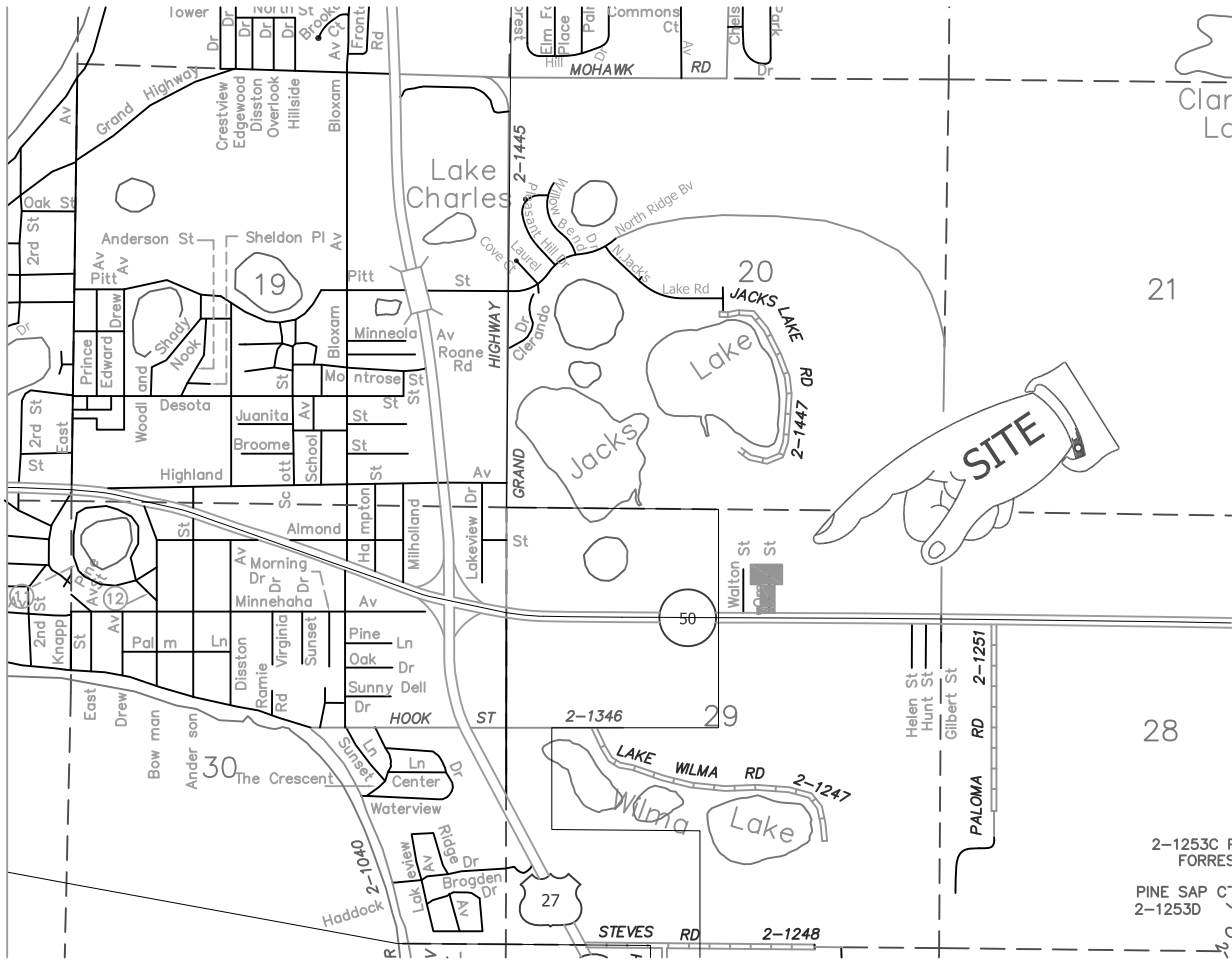


PUD

UE

C2

RP



Location Map
no scale

Owner:
Edward P Jordan II and Debra L Jordan, Trustee
8812 Lake Glona Ct.
Clermont, Florida 34711

Notes:

Total acreage: 3.28 acres+/- (142,877 square feet+/-)
Zoning of parcel: Lake County A/RP, Clermont R-3
Proposed Zoning: City of Clermont C-2
Adjacent Zoning:

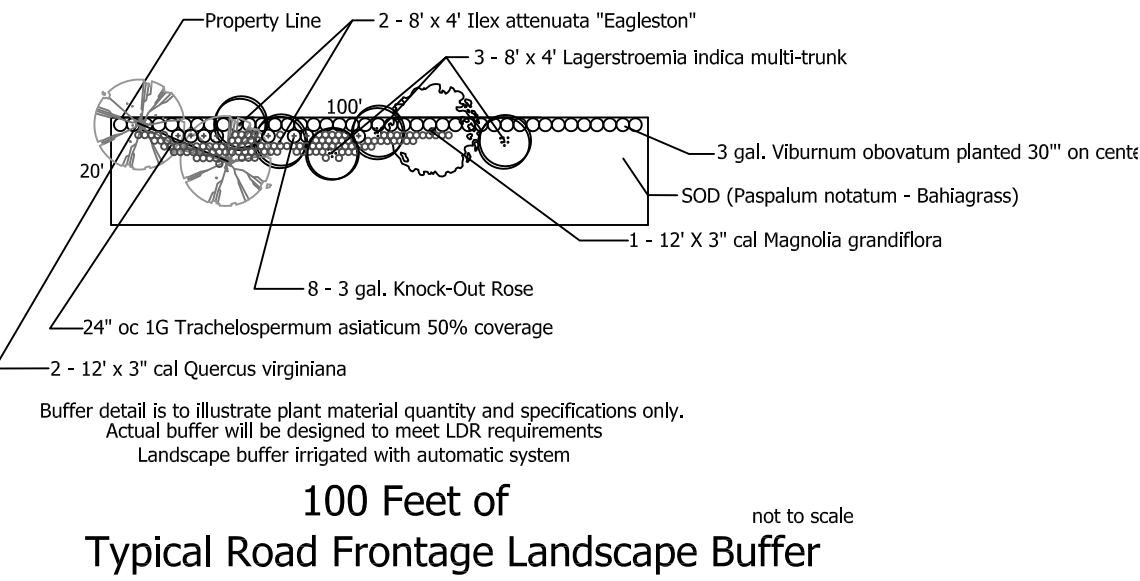
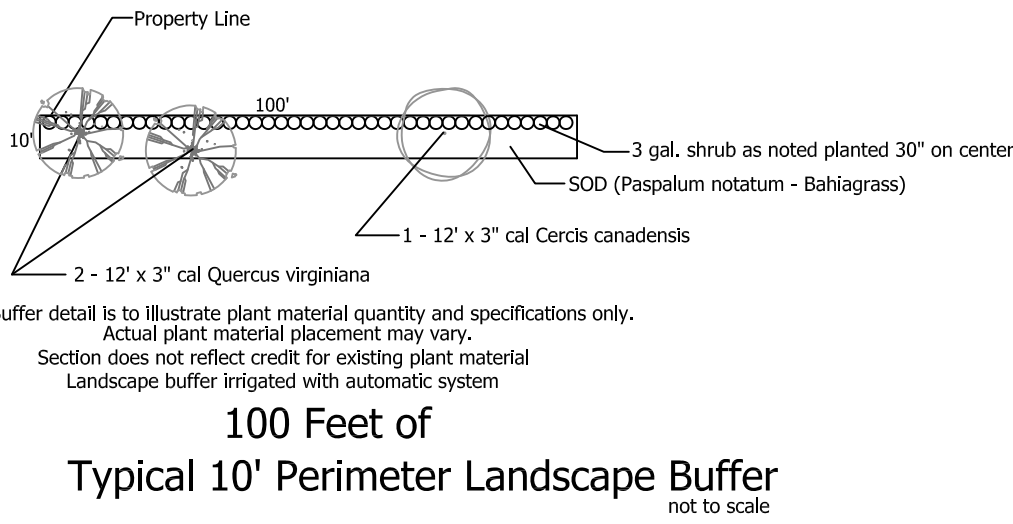
North - Clermont PUD
South - Clermont C2
East - Clermont UE A
West - Clermont C2

Proposed Land Use: Mixed Use Commercial Development
Proposed Use: Mixed use commercial/office 19,000 SF
100 year flood elevation: NA

Wetland acreage: NA
Open Space: 0.66 acres - 20%

Notes:

- * This plan is conceptual in nature and is subject to change due to engineering and other influences*
- * Maximum commercial FAR .25
- * Maximum commercial ISR .8
- * Proposed ISR .5
- * Maximum allowable building height 55'
- * Commercial building setbacks:
 - From Arterial Road - 50'
 - Front - 25'
 - Rear - 25'
 - Side - 12' (a total of 24' between buildings)
 - Street Side - 25'
- * Buffers:
 - North - 20'
 - South - 20'
 - East - 10'
 - West - 10'
- * Utilities, water, sewer and fire protection will be provided by City of Clermont
- * Stormwater mangement will be through a system of swales and retention ponds as required.
- * Existing vegetation to be utilized in landscape buffers wherever possible.
- * Project to be constructed in multiple phases
- * Parking - 1 space per 200 sf.
- * Parking spaces required - 95
- * Parking spaces provided - 95
- * All permitted C-2 uses allowed

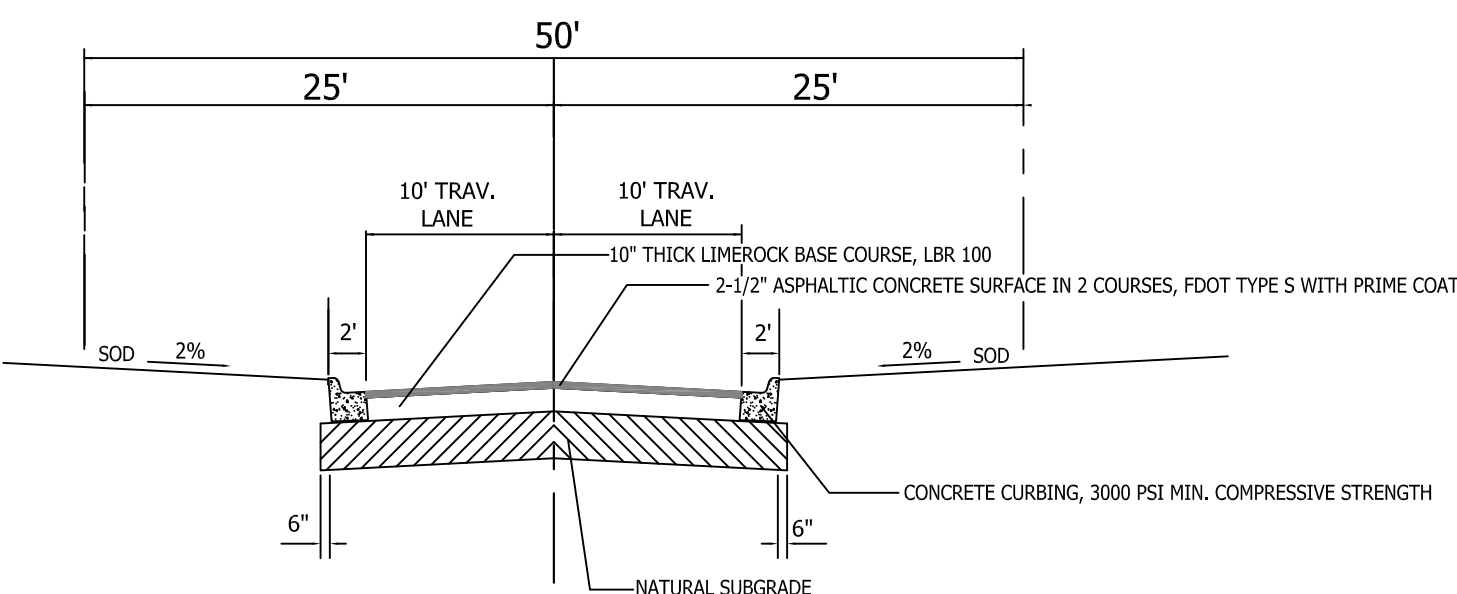


Legal Description:

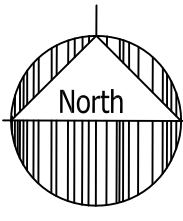
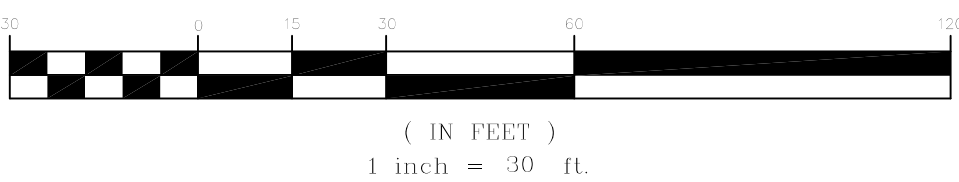
Lots 4 through 7, less South 42 feet thereof, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida, less and except that portion of fee simple right of way described in OR Book 657, Page 473, Public Records of Lake County, Florida, less road right of way.

AND

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida.



April 25, 2018
GRAPHIC SCALE



Conceptual Development Plan

Jordan Property

Clermont, Florida

Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

File: 1698-1 Jordon Concept 04-25-2018.dwg

1 of 1



CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ 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 rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



CITY OF CLERMONT
REZONING
APPLICATION

DATE: April 16, 2018

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Edward Jordan

APPLICANT: Greg Beliveau, LPG Urban & Regional Planners, Inc.

CONTACT PERSON: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Edward Jordan, Trustee and Debra Jordan, Trustee

Address: 1460 E Highway 50

City: Clermont State: FL Zip: 34711-3201

Phone: 352-394-1000 Fax: 352-394-2999

Address of Subject Property: 13836 Omar Street

Legal Description (include copy of survey): See Attached

Acreage: 3.28 +/- Land Use: Commercial
(City verification required)

Present Zoning: Ag and R-3 Proposed Zoning: C-2
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

What are you proposing to do that would require a rezoning?

An annexation and small scale comp plan amendment has been filed simultaneously with this application.
In order to comply with the comprehensive plan a rezoning is required. The subject site is within an existing area
of commercial development and the proposed rezoning would be consistent with the comprehensive plan and the
general area.

Greg Beliveau
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Edward Jordan
Owner Name (print)

x [Signature]
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

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: 10076890
Phone: (352) 241-7331
Date: 05/15/18
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 Cler	05/29/2018	06/12/2018	\$264.04

LEGAL NOTICE

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

ORDINANCE NO. 2018-24

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

North and Northwest of the intersection of SR 50 and Omar Street Alternate Keys 1695813, 1695872, 1695881, 1695899, 1695911, 2587199, and 2691280

LEGAL DESCRIPTION

Lots 4 through 7, less South 42 feet thereof, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida, less and except that portion of fee simple right of way described in OR Book 657, Page 473, Public Records of Lake County, Florida, less road right of way.

AND

Lots 49 through 54, Lots 62 through 67, and Lots 75 through 80, Walton Subdivision according to the map or plat thereof, as recorded in Plat Book 8, Page 5, Public Records of Lake County, Florida.
Containing a total of 3.28 Acres, more or less.

FROM: Lake County Agriculture and City R-3 Residential/Professional District

TO: City C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, June 5, 2018 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, June 12, 2018 at 6:30 p.m. for Introduction and on Tuesday, June 26, 2018 for Final Adoption. All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10076890
May 29, 2018 &
June 12, 2018

Payment Info	
Ad Price	\$264.04
Tax	\$0.00
Sub Total	\$264.04
Prepaid Amount	\$0.00
Balance Due	\$264.04



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 26, 2018	
Agenda Item Name	
Ordinance No. 2018-25 <i>Final</i> <i>Victory Pointe Condominiums Rezoning</i>	
Requested Action	
Recommendation Staff has reviewed the applicant's proposal for an amendment to the PUD and believes the proposed increase in density at this location is compatible with the existing residential and commercial uses in the downtown. Staff has reviewed and is in agreement the project is in accordance with the vision of the Downtown and Waterfront Master Plan and meets the Comprehensive Plan. Staff has found the proposed PUD amendment meets the standards in regards to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance for PUD Amendment to be developed in substantial accordance with the conceptual plan prepared by Germana Engineering and Associates, LLC., dated 03/29/2018.	
Staff Report	
The Applicant, Victory Pointe LLC, has submitted an application for PUD amendment. The application requests a density amendment to the existing Victory Pointe LLC PUD to modify the density to allow for 17-units. At 25 du/ac, the current PUD would only allow for 16 total dwelling units. Included in this staff report is the application materials from the PUD approved on April 10, 2018, Revised Application and Materials dated May 23rd 2018, Community Benefit Agreement, Neighborhood Compatibility Review and Compatibility Review. In order to achieve a density above 25 du/ac, the Land Development Code (LDC) provides a density bonus provision wherein projects may be awarded density bonus for achieving certain minimum requirements and achieving superior outcomes on designated project elements. Background and Analysis On April 10, 2018 the Applicant, Victory Pointe LLC, received City Council approvals for the following: Ordinance to change the future land use from Medium Density Residential to Downtown Mixed Use for a 0.20 +/- acre parcel located northwest of the intersection of Montrose Street and 10th Street. Ordinance to rezone 0.649 +/- acre from Central Business District and R-3 Residential Professional to Planned Unit Development (PUD) for condominiums located northwest of the intersection of 10th Street and Montrose. The PUD land use and specific conditions provided the project to achieve a density of up to 25 units per acre within the project and (17) 17, single-family condominiums. Proposed Application The Applicant, Victory Pointe LLC. has provided a survey demonstrating the site contains .649 acres. At 25 du/ac maximum, the density calculation for the site area can only support 16.225 dwelling units, which results in a 16 unit project. Since the LDC provides density bonus provisions to allow up to 40 du/ac, the applicant is applying to amend the PUD to allow for one additional unit for a total of .17 condominium units via the density bonus method. If approved, the resulting density would be 26.2 du/ac.	

Project Analysis

The proposed PUD amendment allowing for 17 single family units and a 26.2 DU/Acre per the Land Development Code Sections 112-249 would conform to the Land Development Code. The proposed PUD amendment complies to the 5-mandatory criteria in the Land Development Code Section 122-249, which requires the following:

The project will be condominium ownership; (2) the construction will consist of durable, high-quality materials, (3) the use of urban design/architecture is incorporated into the site, (4) pedestrian connection and improvements are incorporated into the project, and (5) a trail connection from the project to the adjoining City property.

The applicant has made no changes to the site plan submitted with the original PUD dated April 10, 2018. The applicant has provided a conceptual site plan, prepared by Germana Engineering and Associates, LLC., dated 03/29/2018, depicting the layout of the building and both parking under the condo units along with onsite parking. The project will consist of one four-story building with a total of 17 condominium units. Level 1 will consist of under structure parking, storage for bicycles, elevator entrance and two stair wells. Levels 2, 3 & 4 will consist of the two bedroom condos, with a maximum of 17 residential, single-family units.

The proposed PUD amendment does require a Community Benefit Agreement. The Community Benefit Agreement per the Land Development Code section 122-249 requires the following:

Bonus density may be awarded to a project based upon successful compliance with one or more of the following criteria listed below. Each project must demonstrate that the inclusion of one or more of the following criteria justifies an increase in density. The city shall consider the entirety of the project and the manner in which the project exceeds minimum city standards for development within the Central Business District. Those projects exemplifying maximum and superior utilization of the bonus criteria below may be awarded a higher density. The determination of the final allowable maximum density includes consideration of the criteria below as well as compliance with the neighborhood compatibility criteria below.

Staff has identified the proposed PUD amendment allowing for 17 condominium units and 26.2 du/ac demonstrates attainment of four (4) of the eight (8) criteria:

(1) Streetscape. Streetscape treatment that meets the city's downtown streetscape plan or exceeds the minimum standards normally required of the development's location.

Result: Not Applicable

(2) Transit. The site is proximate ($\frac{1}{4}$ to $\frac{1}{2}$ mile) to a sheltered transit stop. This criterion may be waived until such time as transit service is more fully provided within the downtown corridor.

Result: Not Applicable

(3) Parking structure. Parking garage is located such that it is interior to the site or lined with habitable space along all street-facing façades.

Result: Qualifies. Structured parking is being provided. The parking garage is entirely contained within the building column.

(4) Public parking. The project provides parking beyond the minimum required by code to accommodate public parking in the downtown.

Result: Not Applicable

(5) Environmental sustainability. Site design and building materials that exceed the minimum environmental sustainability requirements in place at the time of development. Such enhancements should consider energy efficiency, storm water design, solar, solar roofs or other renewable energy sources, recycling, and sustainable materials options, all of which should be judged against the best-available technology and any relevant and generally accepted environmental certification programs.

Result: Qualifies. (Project Conforms)

(6) Public open space. Publicly accessible and functional open space that is open to the sky and at least 2,500 square feet in area.

Result: Not Applicable

(7) Public art/cultural facilities. The project includes a prominent component of public art or provides space to support community cultural activities, all accessible to the public. The applicant may proffer a payment in lieu of this criterion subject to a fund established by the city for use consistent with the intent of this provision.

Result: Not Applicable

(8) Landscaping. A landscaping plan that exceeds the minimum city requirements.

Result: Qualifies. Project Conforms

Staff conducted both a compatibility review and Neighborhood Compatibility Report and found the project to be consistent with the context and character with neighboring Central Business District businesses and residential uses.

Recommendation

Staff has reviewed the applicant's proposal for an amendment to the PUD and believes the proposed increase in density at this location is compatible with the existing residential and commercial uses in the downtown. Staff has reviewed and is in agreement the project is in accordance with the vision of the Downtown and Waterfront Master Plan and meets the Comprehensive Plan. Staff has found the proposed PUD amendment meets the standards in regards to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance for PUD Amendment to be developed in substantial accordance with the conceptual plan prepared by Germana Engineering and Associates, LLC., dated 03/29/2018.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------------|---------------------------------------|
| 1. | Victory Pointe Ord. 2018-25 | Victory Pointe Ord. 2018-25.doc |
| 2. | Victory Pointe PUD Maps June 2018 | Victory Pointe PUD Maps June 2018.pdf |
| 3. | CBA Victory Pointe | CBA Victory Pointe.docx |
| 4. | Ad | REVISED REZ.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2018-25

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

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

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171)

Less the East 10.00 feet of Tenth Street.

Description:

Lot 2, Block 114, Official Map of the City of Clermont, according to the Plat thereof, as recorded in Plat Book 8, Page 17, of the Public Records of Lake County, Florida.

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence run N 00°31'43" E for a distance of 18.21 feet to the beginning of a curve concave to the Northeast, having a radius of 242.98 feet, a chord bearing of N 70°01'59" W and a chord distance of 53.05 feet; thence run Northwesterly along the arc of said curve for a distance of 53.15 feet through a central angle of 12°32'00" to a point on the West line of Lot 2, said plat of the Official Map of the City of Clermont; thence leaving said West line of Lot 2 run S 82°44'40" E for a distance of 90.73 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning.



CITY OF CLERMONT
ORDINANCE NO. 2018-25

LOCATION

Northwest of the intersection of Montrose Street and 10th Street
Alternate Key 3826383 & 178419

From: Planned Unit Development (PUD)
To: Planned Unit Development (PUD)

SECTION 2. General Conditions

This application is for a Planned Unit Development to allow for a residential condominium development, be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Germana Engineering, dated 03/29/2018. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3. Land Uses and Specific Conditions

1. Provided the project conforms to the following criteria to achieve a density of up to 27 units per acre within the project, seventeen (17) single-family condominiums may be permitted:

Ownership. The project must be designed, constructed and sold as fee simple or condominium ownership structure. Victory Pointe LLC Planned Unit Development is an ownership model, fee simple.

Construction materials. Durable, high-quality materials, such as stone, steel, glass, precast concrete, or masonry shall be required. Such materials and associated architectural features must wrap around all sides of the building that are visible from the public realm. Traditional stucco may be appropriate in a historic context or for a Mediterranean-style building. Buildings incorporating EIFS (exterior insulation finishing system) or other faux-stucco finish for more than ten percent of a street-facing façade do not meet this criterion. Buildings constructed primarily of wood framing do



CITY OF CLERMONT
ORDINANCE NO. 2018-25

not meet this criterion. Victory Pointe LLC Planned Unit Development, will be comprised of complete block construction and will meet all of the durable, high quality construction materials criteria.

Urban design/architecture. Building placement must reinforce the walkability of downtown and embrace desired pedestrian/building relationships. The primary building entrance, if a singular entrance, must be a prominent feature that is defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. Buildings on corner lots and buildings that terminate views from the public realm must incorporate additional height or other features that emphasize their prominent location.

Trail connection. The project must be adjacent to or within 1,500 feet of a publicly dedicated trail. If not adjacent, a connection between the project site and public trail must be constructed. Any planned connection must meet the minimum design criteria for a publicly accessible trail. Victory Pointe LLC is making connections to the trail network surrounding Victory Pointe Wetlands Park.

Transit. The site is proximate ($\frac{1}{4}$ to $\frac{1}{2}$ mile) to a sheltered transit stop. This criterion may be waived until such time as transit service is more fully provided within the downtown corridor. Victory Pointe LLC is not currently within the proximate to a transit stop and the requirement is waived until service is provided more fully into the downtown. Bicycle parking is provided onsite as part of an active transportation component for residents.

Parking structure. Parking garage is located such that it is interior to the site or lined with habitable space along all street-facing façades. Victory Pointe LLC parking structure will be located under the dwelling structures. Bicycle parking is also provided onsite for residents use.

Environmental sustainability. Site design and building materials that exceed the minimum environmental sustainability requirements in place at the time of development. Such enhancements should consider energy efficiency, stormwater design, solar, solar roofs or other renewable energy sources, recycling, and sustainable materials options, all of which should be judged against the best-available technology and any relevant and generally accepted environmental certification programs.

Landscaping. A landscaping plan that exceeds the minimum city requirements.

Compatibility Review:

- a) The current and planned uses of the surrounding area as allowed by the current future land use category(s) of surrounding properties are compatible with the Victory Pointe LLC Planned Unit Development; and



CITY OF CLERMONT
ORDINANCE NO. 2018-25

- b) The resulting use of the density bonus will not have a substantially greater negative impact on the surrounding neighborhood than the project would have without utilizing a density bonus;
 - c) The proposed building setbacks do not significantly decrease site lines between building sites; and
 - d) The proposed landscaping/buffers provide sufficient screening and enhance the proposed site; and
 - e) The site plan and Planned Unit Development do not detract from the character and context of the Central Business District zoning of adjacent properties within the neighborhood. The site plan is compatible with the Victory Pointe Wetlands Park and provides pedestrian connections.
2. The project may have elevation changes of up to 15 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
 3. Driveway access and parking for the project may be below the centerline of the adjoining road and will be subject to the approval of the City Engineer.
 4. Retaining wall heights up to 10 feet in height are allowed to deal with the grades on the site and the construction of the below level parking garage.
 5. Interior landscape islands under the structure will not be required and in the exterior parking area, they will be a minimum of sixty (60) square feet of green space.
 6. The height of the structure measured from the lowest point to the highest point shall not exceed sixty-two (62) feet and will require an elevator.
 7. Parking stall widths shall be a minimum of eight and one-half (8.5) feet wide by eighteen (18) feet deep, as shown on the conceptual site plan.
 8. The building shall be constructed in a manner that closely resembles the architectural style and elevation as depicted in the Victory Pointe Luxury Condominium exhibit prepared by Elite Universal Architecture.
 9. The northern landscape buffer along the parking area shall consist of a continuous shrub row, with the exception of the outdoor picnic area.
 10. The eastern and western landscape buffer shall be landscaped with groundcover and shrubs only.
 11. The southern landscape buffer shall consist of groundcover, shrubs, and understory trees.



CITY OF CLERMONT
ORDINANCE NO. 2018-25

12. Decorative ornamental fencing may be installed along the perimeter of the property line.
13. For connectivity to downtown, a pedestrian connection to the City's Victory Pointe Stormwater property shall be provided. This connection may be gated.
14. A rooftop amenity for the condominium owner's use only may be allowed.
15. The proposed project will be allowed to connect to the City's Victory Pointe Master Stormwater System to meet the stormwater requirements of the City of Clermont and St. Johns River Water Management District.
16. School concurrency shall be met prior to site plan approval in accordance with the Comprehensive Plan and Land Development Code.
17. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4.

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

SECTION 5.

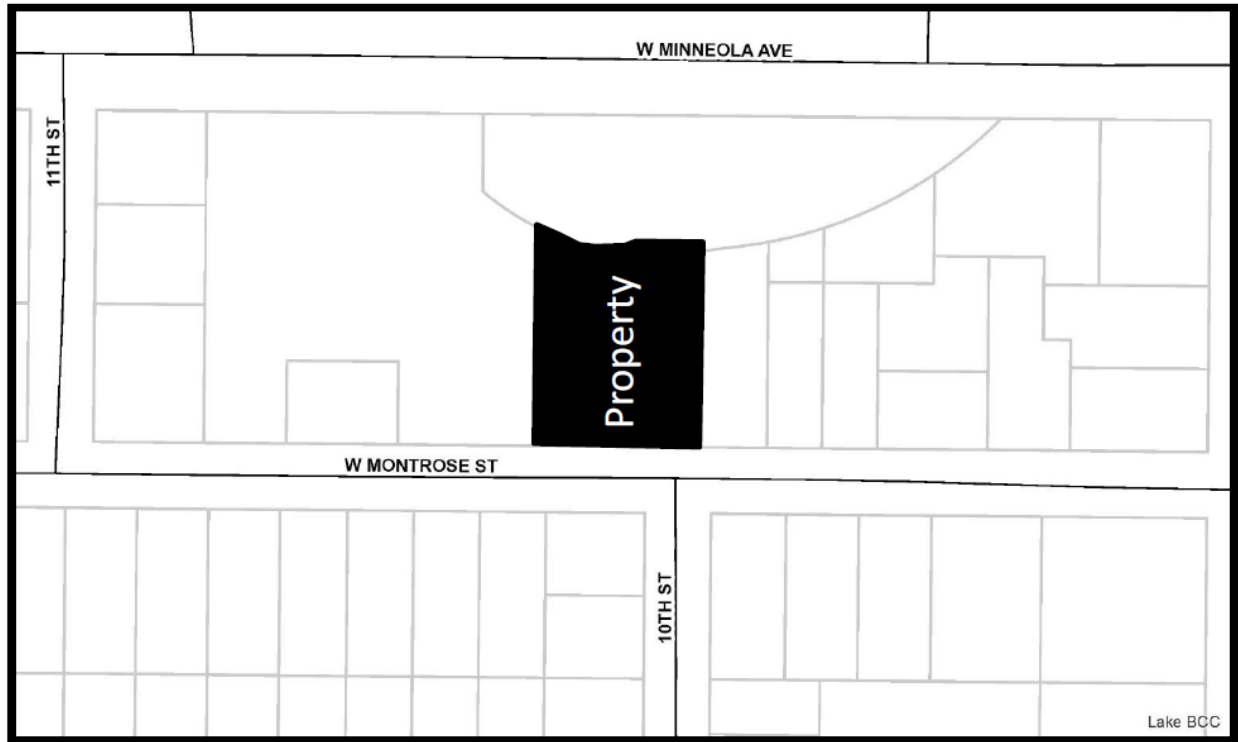
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6.

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. 2018-25

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-25

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 26th day of June, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Victory Pointe LLC

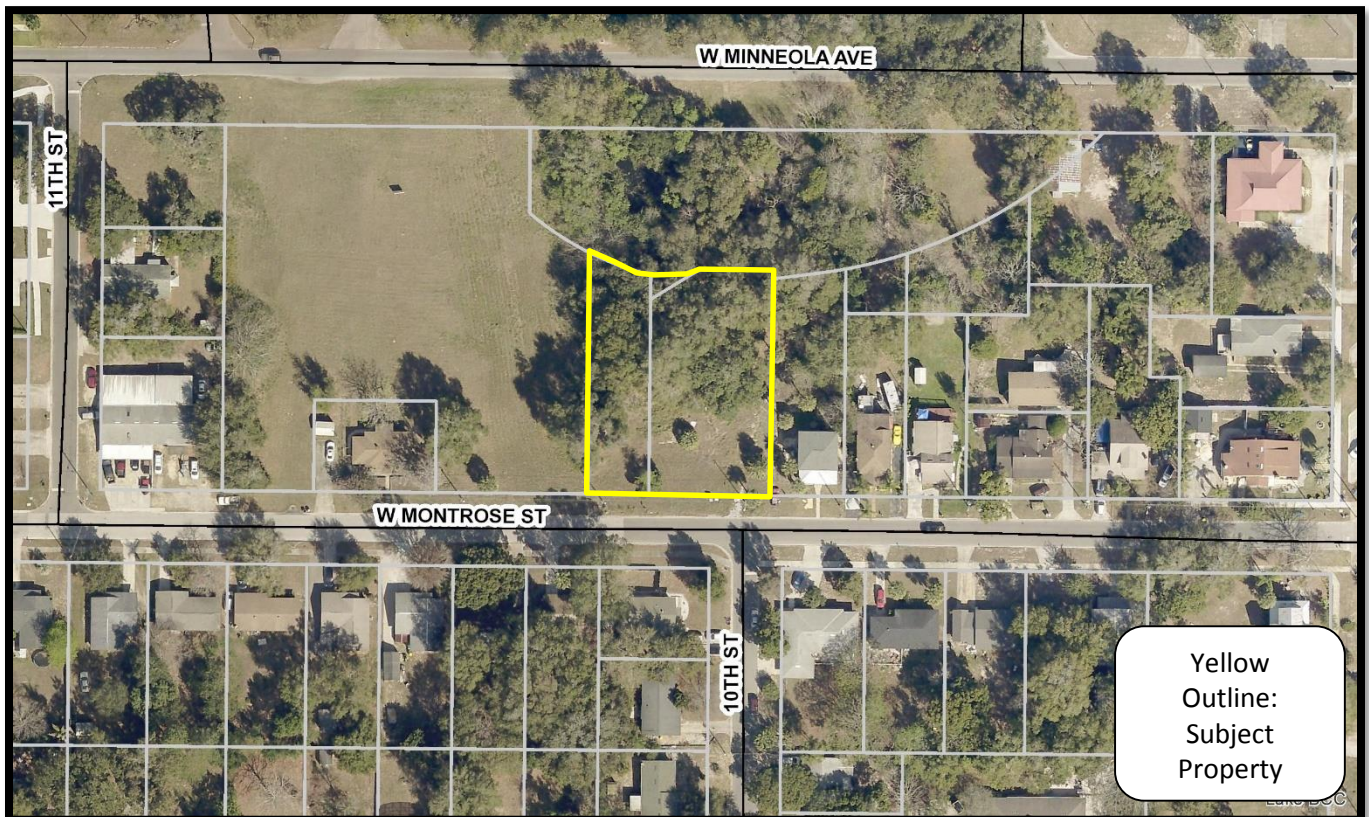
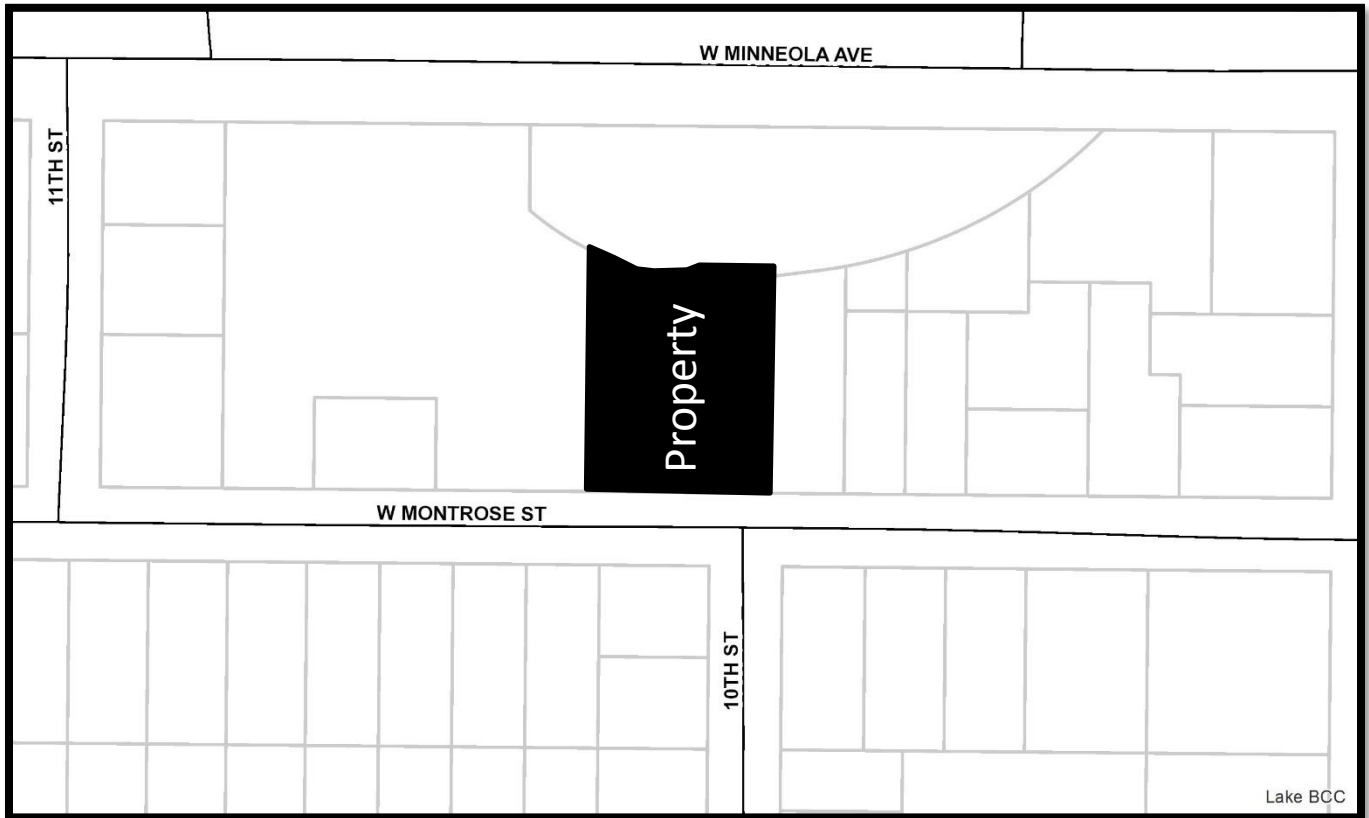
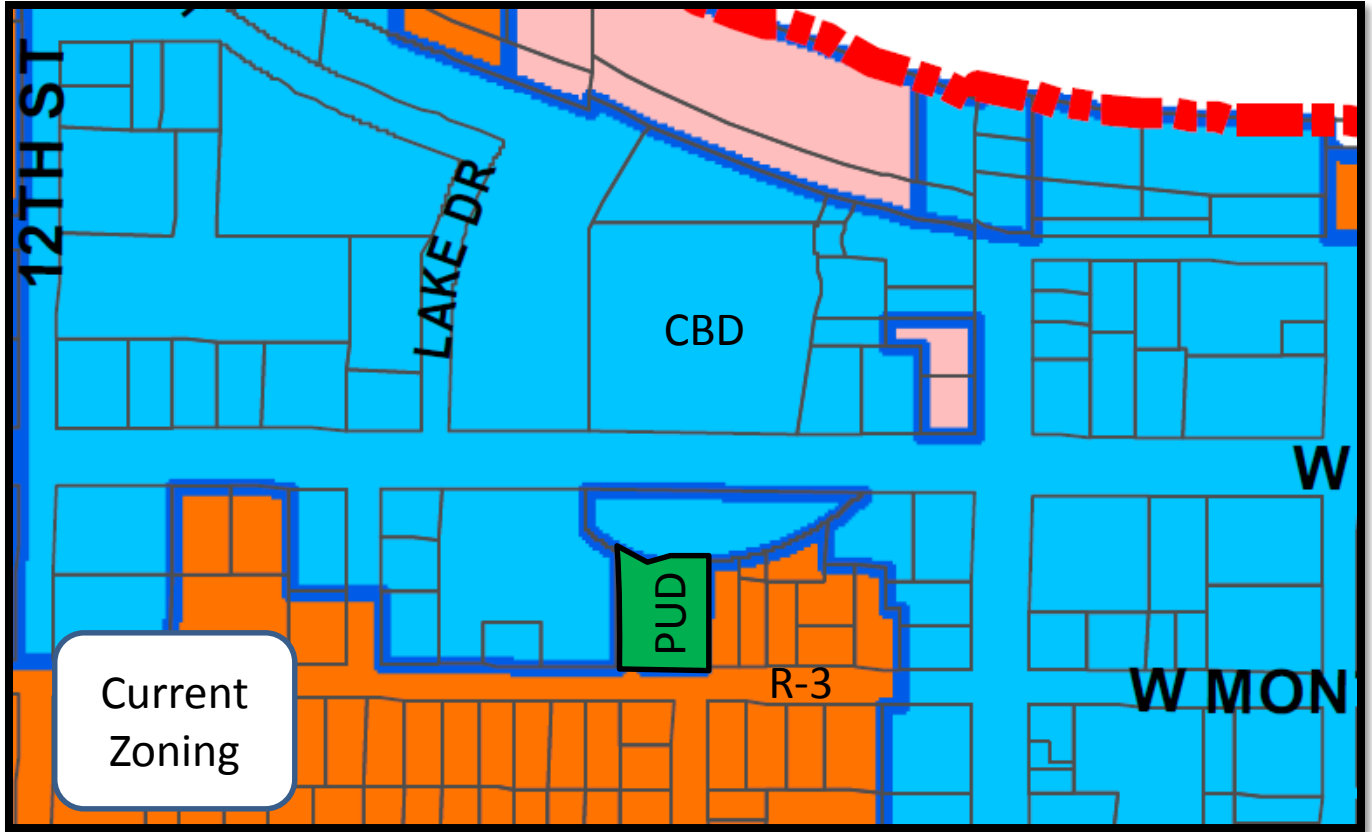


Exhibit – Zoning Map – Victory Pointe LLC



Attachment
Community Benefit Agreement (CBA)
Victory Pointe, LLC.

I. PURPOSE

This CBA between the city and Victory Pointe, LLC (Victory Pointe) is required to memorialize the commitments proffered by the applicant to achieve a residential density greater than 25 dwelling units per acre (du/ac) in the CBD zoning district. This CBA is considered a commitment by the applicant as part of the PUD zoning and is subject to compliance with all other PUD conditions.

The proposed Victory Pointe PUD contains 17 dwelling units on .649 acres, or a density of 26.2 du/ac. The project needs to increase the permitted density from 25 du/ac to 26.2 du/ac via the utilization of Section 122-249 of the City of Clermont Code of Ordinances.

II. MANDATORY REQUIREMENTS FOR PROJECTS GREATER THAN 12 DU/ACRE

The following items are mandatory components for any project in the central business district that is greater than 12 dwelling units per acre, including any project utilizing the density bonus provisions.

(1) Ownership. The project must be designed, constructed and sold as fee simple or condominium ownership structure.

Result: Project meets the requirement, as it is a for-sale residential condominium

(2) Construction materials. Durable, high-quality materials, such as stone, steel, glass, precast concrete, or masonry shall be required. Such materials and associated architectural features must wrap around all sides of the building that are visible from the public realm. Traditional stucco may be appropriate in a historic context or for a Mediterranean-style building. Buildings incorporating EIFS (exterior insulation finishing system) or other faux-stucco finish for more than ten percent of a street-facing façade do not meet this criterion. Buildings constructed primarily of wood framing do not meet this criterion.

Result: Project Conforms to Use of Construction Materials

(3) Urban design/architecture. Building placement must reinforce the walkability of downtown and embrace desired pedestrian/building relationships. The primary building entrance, if a singular entrance, must be a prominent feature that is defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. Buildings on corner lots and buildings that terminate views from the public realm must incorporate additional height or other features that emphasize their prominent location.

Result: Project Conforms to Urban Design and Architecture

(4) Pedestrian improvements. The project must include sidewalks in all public rights-of-way and a pedestrian access plan for the internal movement throughout the project.

Result: Project Conforms to Pedestrian Improvements

(5) Trail connection. The project must be adjacent to or within 1,500 feet of a publicly dedicated trail. If not adjacent, a connection between the project site and public trail must be constructed. Any planned connection must meet the minimum design criteria for a publicly accessible trail.

Result: Project Conforms in Making Trail Connections

III. CRITERIA FOR DENSITY BONUS

Bonus density may be awarded to a project based upon successful compliance with one or more of the following criteria listed below. Each project must demonstrate that the inclusion of one or more of the following criteria justifies an increase in density. The city shall consider the entirety of the project and the manner in which the project exceeds minimum city standards for development within the Central Business District. Those projects exemplifying maximum and superior utilization of the bonus criteria below may be awarded a higher density. The determination of the final allowable maximum density includes consideration of the criteria below as well as compliance with the neighborhood compatibility criteria below.

(1) Streetscape. Streetscape treatment that meets the city's downtown streetscape plan or exceeds the minimum standards normally required of the development's location.

Result: Not Applicable

(2) Transit. The site is proximate (¼ to ½ mile) to a sheltered transit stop. This criterion may be waived until such time as transit service is more fully provided within the downtown corridor.

Result: Not Applicable

(3) Parking structure. Parking garage is located such that it is interior to the site or lined with habitable space along all street-facing façades.

Result: Qualifies. Structured parking is being provided. The parking garage is entirely contained within the building column.

(4) Public parking. The project provides parking beyond the minimum required by code to accommodate public parking in the downtown.

Result: Not Applicable

(5) Environmental sustainability. Site design and building materials that exceed the minimum environmental sustainability requirements in place at the time of development. Such enhancements should consider energy efficiency, storm water design, solar, solar roofs or other renewable energy sources, recycling, and sustainable materials options, all of which should be judged against the best-available technology and any relevant and generally accepted environmental certification programs.

Result: Qualifies. (Project Conforms)

(6) Public open space. Publicly accessible and functional open space that is open to the sky and at least 2,500 square feet in area.

Result: Not Applicable

(7) Public art/cultural facilities. The project includes a prominent component of public art or provides space to support community cultural activities, all accessible to the public. The applicant may proffer a payment in lieu of this criterion subject to a fund established by the city for use consistent with the intent of this provision.

Result: Not Applicable

(8) Landscaping. A landscaping plan that exceeds the minimum city requirements.

Result: Qualifies. Project Conforms

IV. FINDINGS OF THE COMPATIBILITY REVIEW

Projects that utilize a density bonus to increase density above 25 dwelling units per acre, and are located adjacent to, or across a public street from, an adjoining zoning district other than the central business district, shall be required to undergo a compatibility review (CR). This review will ensure that the proposed density bonus results in a development that is compatible with the massing, scale, form, and design of adjoining and nearby development. A CR was conducted by the City and the following are the findings of that analysis:

- a) The current and planned uses of the surrounding area as allowed by the current future land use category(s) of surrounding properties are compatible with the Victory Pointe LLC Planned Unit Development;
- b) The resulting use of the density bonus will not have a substantially greater negative impact on the surrounding neighborhood than the project would have without utilizing a density bonus;
- c) The proposed building setbacks do not significantly decrease site lines between building sites;
- d) The proposed landscaping/buffers provide sufficient screening and enhance the proposed site; and
- e) The site plan and Planned Unit Development do not detract from the character and context of the Central Business District zoning of adjacent properties within the neighborhood. The site plan is compatible with the Victory Pointe Wetlands Park and provides pedestrian connections.

V. NEIGHBORHOOD COMPATIBILITY REPORT

The findings of the Compatibility Study are required to be compiled into a Neighborhood Compatibility Report (NCR). The NCR is required to identify whether the project met the criteria of the Compatibility Review.

The proposed development has been found to fit into the context and character of the surrounding neighborhood and adjacent dwellings. The surrounding residential and commercial features do not have consistency or a prevailing architectural theme. Further, there is a mix of uses within the area that is comprised of single family detached residential, commercial/industrial zoned lands and multi-family uses. Further, the proposed Victory Pointe project exhibits the following characteristics:

- Consistent in context with the prevailing and predominant residential characteristics of the adjacent dwellings within the Central Business District.
- The relationship of the proposed development to the surrounding neighborhood is appropriate in building materials, features, location and orientation.
- The project design provides sufficiently proportioned buffering and privacy between adjacent uses.

- The project provides for an improved visual quality of the built environment by relating to surrounding architectural styles, massing, and building, landscape and hardscape materials and colors.
- The project provides for the physical enhancement of the neighborhood in a manner that would protect and preserve nearby property values.
- The project provides for design solutions in a manner sensitive to the surrounding neighborhood.
- The project is a Mediterranean style building and complies with the design criteria for density bonus

VI. PHOTO DOCUMENTATION

The following photos illustrate the character of the surrounding neighborhood and were used to establish the findings of the Neighborhood Compatibility Report .

Multi-Family West of Property



West of Property



Southeast Aerial



Rear of Property abutting Victory Pointe Wetlands Park and Wolfe-Wallace CBS Lumber Yard



Advertising Receipt

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

Account Number: 7101866
Order Number: 10077133
Phone: (352) 241-7331
Date: 05/23/18
Ad Taker: Linda Rostomily

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	05/29/2018	06/12/2018	\$348.72

LEGAL NOTICE

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

ORDINANCE NO. 2018-25

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Northwest of the intersection of Montrose Street and 10th Street
Alternate Key 3826383 & 1789419

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171)
Less the East 10.00 feet of Tenth Street.

Description:

Lot 2, Block 114, Official Map of The City of Clermont, according to the Plat thereof, as recorded in Plat Book

8, Page 17, of the Public Records of Lake County, Florida.

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence run N 00°31'43" E for a distance of 18.21 feet to the beginning of a curve concave to the Northeast, having a radius of 242.98 feet, a chord bearing of N 70°01'59" W and a chord distance of 53.05 feet; thence run Northwesterly along the arc of said curve for a distance of 53.15 feet through a central angle of 12°32'00" to a point on the West line of Lot 2, said plat of the Official Map of The City of Clermont; thence leaving said West line of Lot 2 run S 82°44'40" E for a distance of 90.73 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning.

To amend existing PUD Ordinance 2018-19

This request will be considered by the Planning & Zoning Commission on Tuesday, June 5, 2018 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, June 26, 2018 at 6:30 p.m. for final enactment. All meetings will be held at City Hall, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this

matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10077133
May 29, 2018 &
June 12, 2018

Payment Info	
Ad Price	\$348.72
Tax	\$0.00
Sub Total	\$348.72
Prepaid Amount	\$0.00
Balance Due	\$348.72



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Variance Request <i>New Beginnings Greenhouse</i>		
Requested Action		
Recommend denial of the variance requests.		
Staff Report		
The applicant is looking at a different location, therefore is requesting to withdraw the application. This item was previously tabled at the April 10 Council meeting and again at the May 22 Council meeting.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Legal Ad	New Beginnings Greenhouse Variance Legal AD.pdf

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following two variances: (1) to eliminate the required sidewalk adjacent to rights-of-way as required by the Land Development Code, Section 110-265; (2) to allow continuation of existing nonconforming landscape buffers instead of requirements in the Land Development Code, Section 86-281; at the following location:

LOCATION:

415 Citrus Tower Boulevard
Alternate Key #3801361

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, April 10, 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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 2, 2018



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Resolution No. 2018-16R <i>Kings Crossing</i>		
Requested Action		
Recommend denial of Resolution No. 2018-16R		
Staff Report		
The applicant, is requesting a Conditional Use Permit to allow for a 5,400 square foot tire store with eight service bays in the Planned Unit Development zoning district. The property was part of the Lost Lake DRI, it was later sold and rezoned to PUD (Ordinance No. 2017-02); with C-1 Light Commercial uses. The Land Development Code, Section 122-204 (12) requires a Conditional Use Permit for any automotive and truck services business in the C-1 zoning district. The subject property is one acre in size and is located at the southeast corner of US Highway 27 and Citrus Tower Boulevard. The project will provide an access point on US Highway 27 that will be shared with the adjoining parcels. The applicant has identified one variance request to allow for a parking deficient of four spaces instead of the 38 spaces required by the Land Development Code, Section 98-14. When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 86-144 requires specific development standards be met for granting the request. Staff has reviewed the proposed development in accordance with the development standards and finds the proposed use does not meet the general criteria for granting the requested Conditional Use Permit. Staff finds the following areas of concern for the proposed tire store with eight service bays are: 1) the intensity and character of automotive sales and services are a better fit in the C-2 General Commercial zoning district; the intent of the Code for C-1 Light Commercial zoning is to allow for a less intense development such as office, retail and personal services. 2) The proposed development is not consistent and not compatible with the existing development pattern in the area and the intent of the C-1 zoning code, other approved development in the area include professional office, retail and Dunkin Doughnuts, which are classified as less intense developments, that are in character with the surrounding areas. An apartment complex is located 1,000 feet to the west, and a residential single family subdivision is located 1,500 feet to the south. 3) The proposed landscaping does not provide adequate screening of the bay doors and any outside storage of tires and other aspects of the facility that may be undesirable to the public. The proposed use of automotive services will be out of character and does not comply with the intent of the C-1 Light Commercial zoning district at this location. Therefore, staff recommends denial of the request for a Conditional Use Permit for a tire store with eight service bays in the PUD zoning with C-1 Light Commercial permitted uses.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	FINAL CUP RES 2018-16R	2018-16R CUP Kings Crossing Tire.pdf
2.	Kings Crossing Tire Store Location Map-NEW	Kings Crossing Tire Store Location Map-NEW.pdf
3.	Aerial Map	Aerial Map.pdf
4.	Exhibit - Zoning Map	Exhibit - Zoning Map.pdf
5.	Preliminary Site Plan	Preliminary Site Plan.pdf
6.	Preliminary Landscape Plan	Preliminary Landscape Plan.pdf
7.	Building Elevations	Building Elevations.pdf
8.	CUP Application	CUP Application.pdf
9.	Legal Ad	KINGS CROSSING TIRE STORE CUP.pdf
10.	E-mail: 11th signer Deny Resolution No. 2018-16R	11th signer Deny Resolution No. 2018-16R.pdf
11.	E-mail: 4th signer Deny Resolution No. 2018-16R	4th signer Deny Resolution No. 2018-16R.pdf
12.	E-mail: 2nd signer Deny Resolution No. 2018-16R	2nd signer Deny Resolution No. 2018-16R.pdf
13.	E-mail: 10th signer Deny Resolution No. 2018-16R	10th signer Deny Resolution No. 2018-16R.pdf
14.	E-mail: Recommend denial of Resolution No. 2018-16	Recommend denial of Resolution No. 2018-16.pdf
15.	E-mail: 17th signer Deny Resolution No. 2018-16R	17th signer Deny Resolution No. 2018-16R.pdf
16.	E-mail 23rd signer Deny Resolution No. 2018-16R	E-mail 23rd signer Deny Resolution No. 2018-16R.pdf
17.	E-mail 24th signer Deny Resolution No. 2018-16R	E-mail 24th signer Deny Resolution No. 2018-16R.pdf
18.	E-mail 27th signer Deny Resolution No. 2018-16R	E-mail 27th signer Deny Resolution No. 2018-16R.pdf
19.	E-mail 29th signer Deny Resolution No. 2018-16R	E-mail 29th signer Deny Resolution No. 2018-16R.pdf
20.	E-mail 31st signer Deny Resolution No. 2018-16R	E-mail 31st signer Deny Resolution No. 2018-16R.pdf
21.	E-mail 36th signer Deny Resolution No. 2018-16R	E-mail 36th signer Deny Resolution No. 2018-16R.pdf



CITY OF CLERMONT
RESOLUTION NO. 2018-16R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A TIRE STORE WITH EIGHT SERVICE BAYS IN THE KINGS CROSSING PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held June 5, 2018 recommended denial of this Conditional Use Permit to allow for a tire store with eight service bays, at the following location:

LOCATION:

Kings Crossing Tire Store
Vacant parcel located at the southeast corner of Citrus Tower Blvd and Highway 27
(Alternate Key - 1707307)

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit to allow a tire store and tire service facility in the Planned Unit Development Zoning District, the subject parcel is part of the Kings Crossing Planned Unit Development Master Plan;

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a tire store with eight service bays in the Planned Unit Development zoning district, be granted subject to the following conditions:

SECTION 1. General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.



CITY OF CLERMONT
RESOLUTION NO. 2018-16R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2018-16R

SECTION 2. Land Uses and Specific Conditions:

1. This Conditional Use Permit is for a 5,400 square feet tire store with eight (8) service bays located in the Kings Crossing Planned Unit Development Master Plan (Ordinance No. 2017-02). The PUD allows C-1 Light Commercial uses.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by Native Engineering. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Code.
3. The site may also be used for any permitted use in the C-1 Light Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. No outside storage of any tires will be allowed. Any tire storage shall be completely enclosed and screened from public view and any public streets. All enclosures shall be designed to be compatible and complement the architecture color and materials of the primary building.
5. All service bays shall be designed not to face US Highway 27. Automotive service areas shall be completely screened from public view and public streets with walls and landscaping. No outside auto service operations shall be permitted.



CITY OF CLERMONT
RESOLUTION NO. 2018-16R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of June, 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

Kings Crossing Tire Store

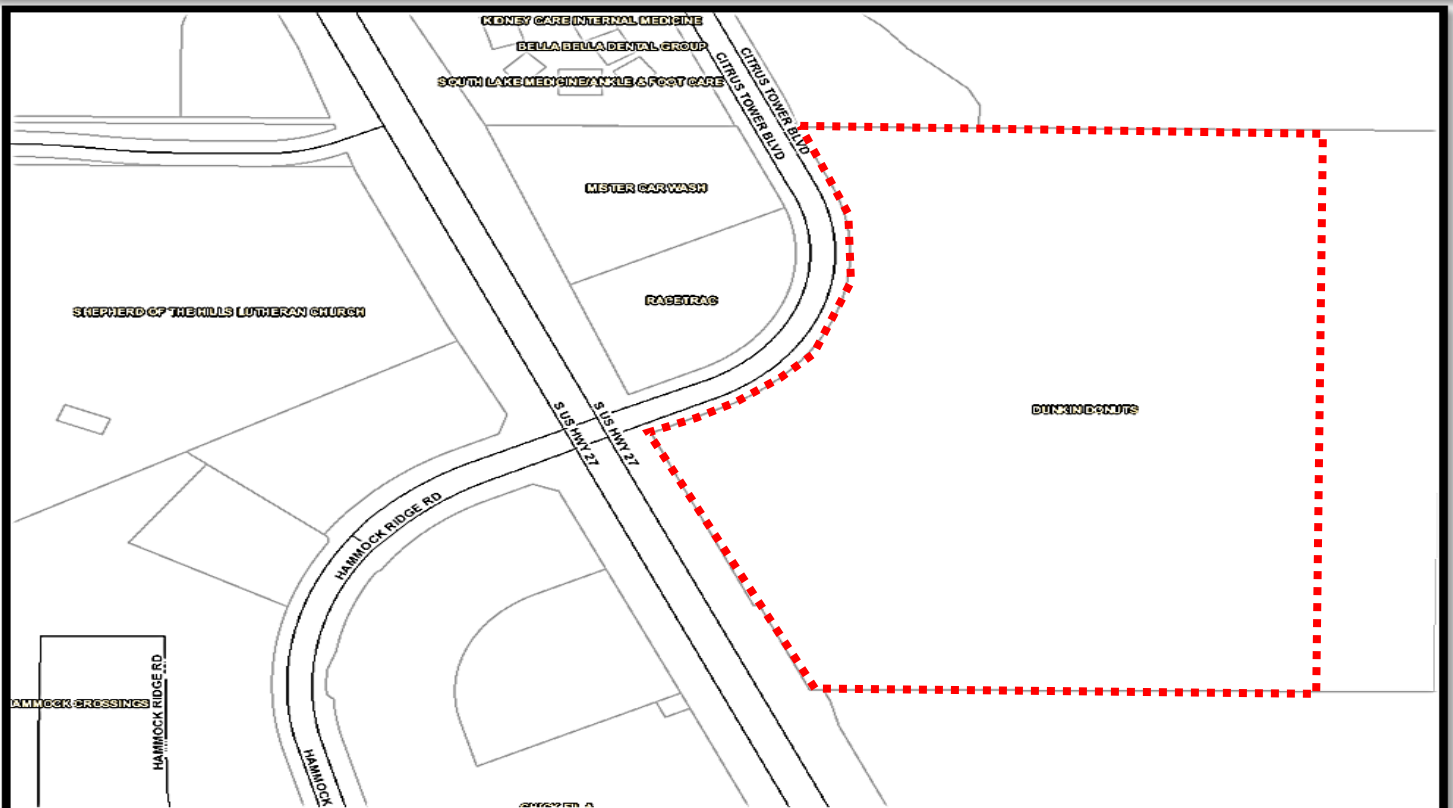
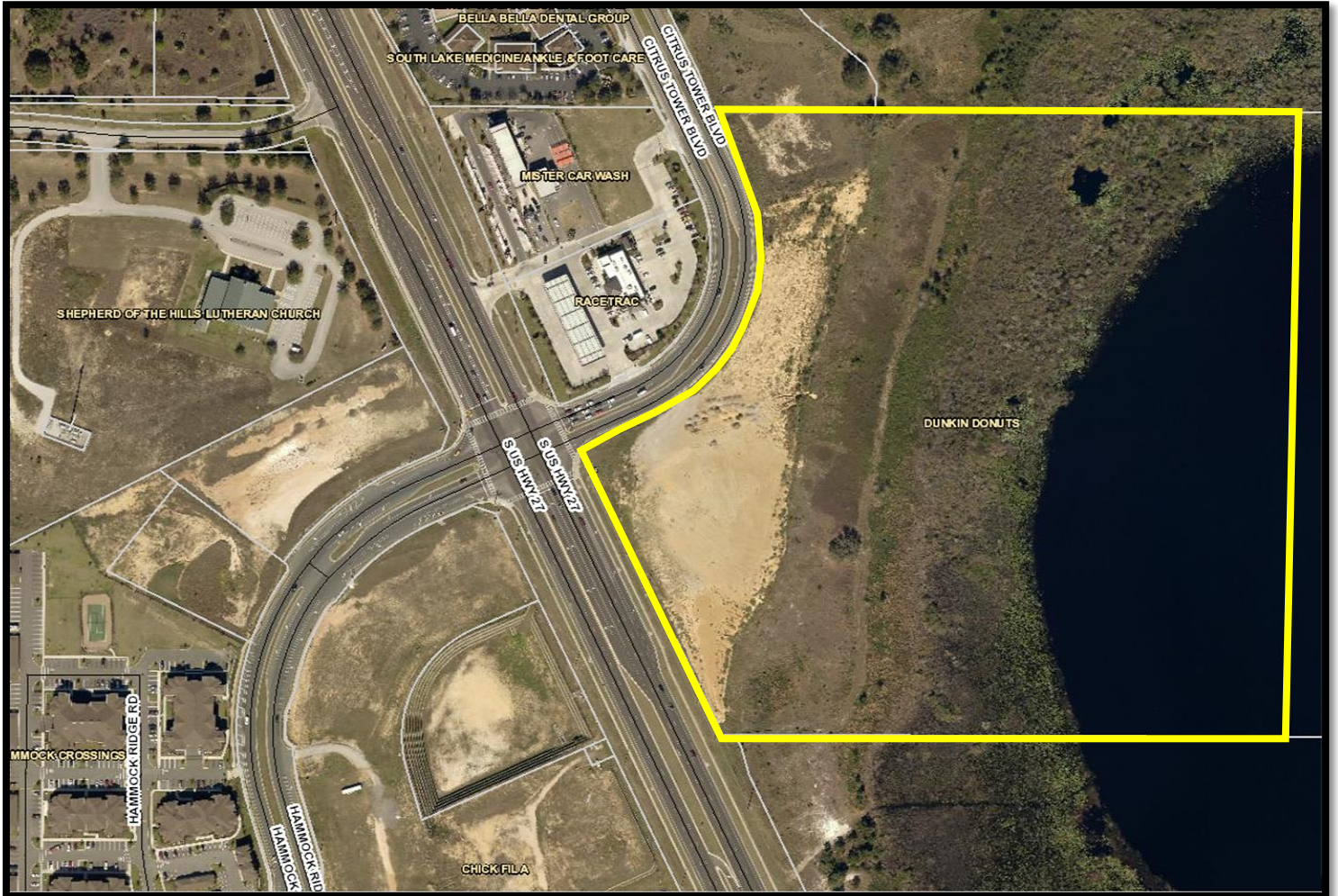
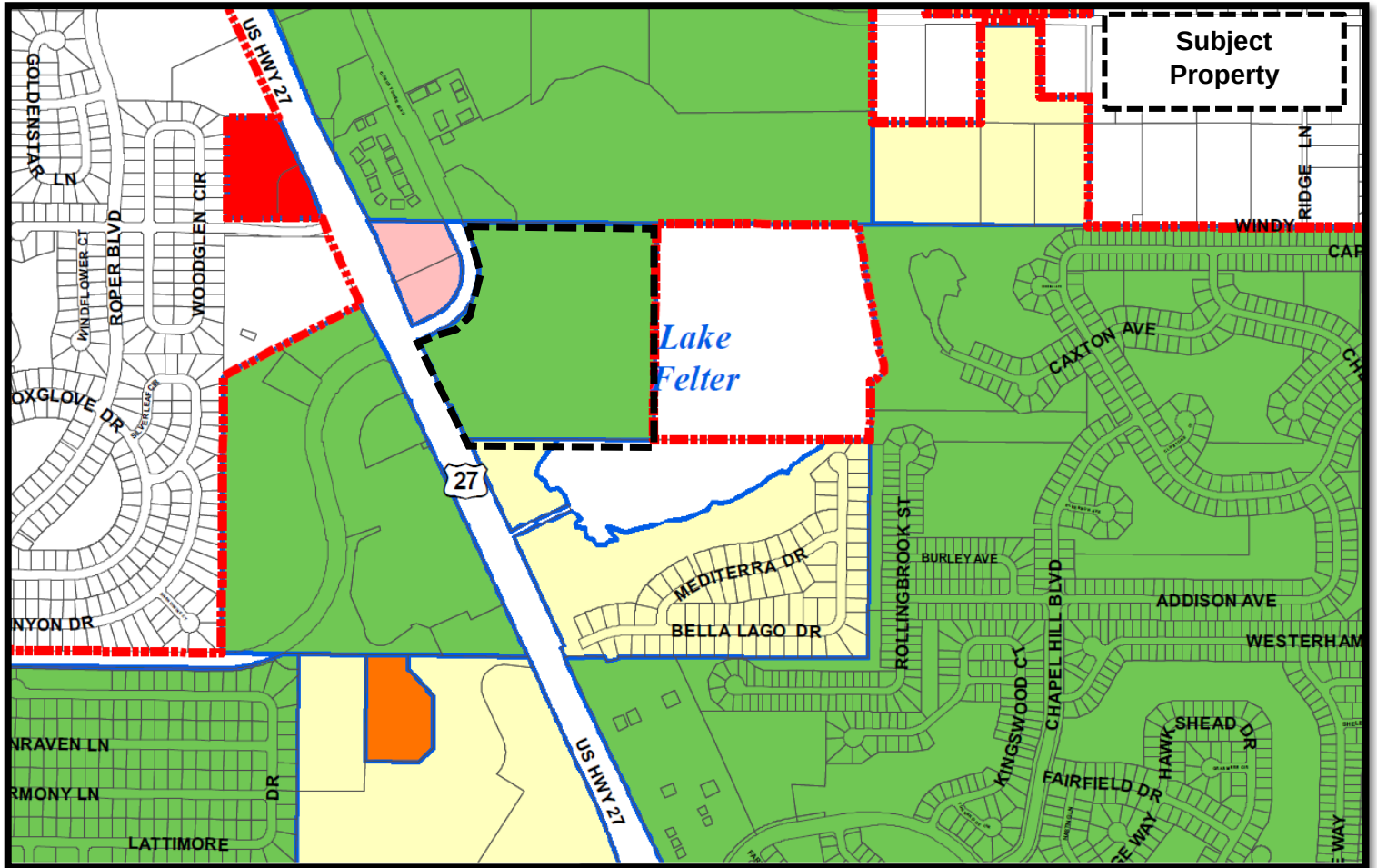


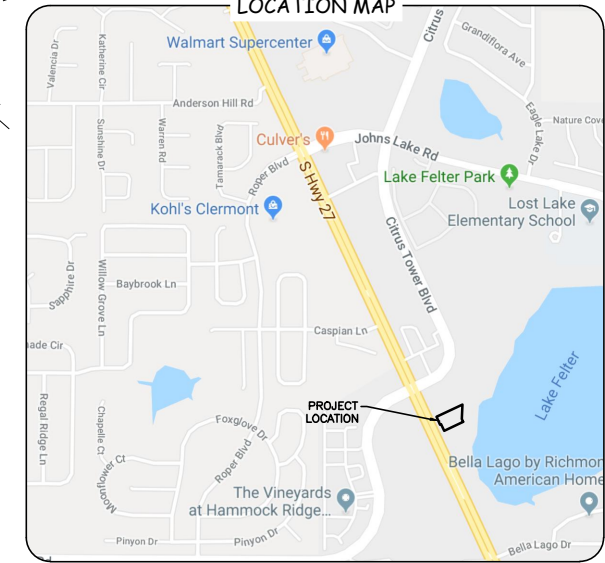
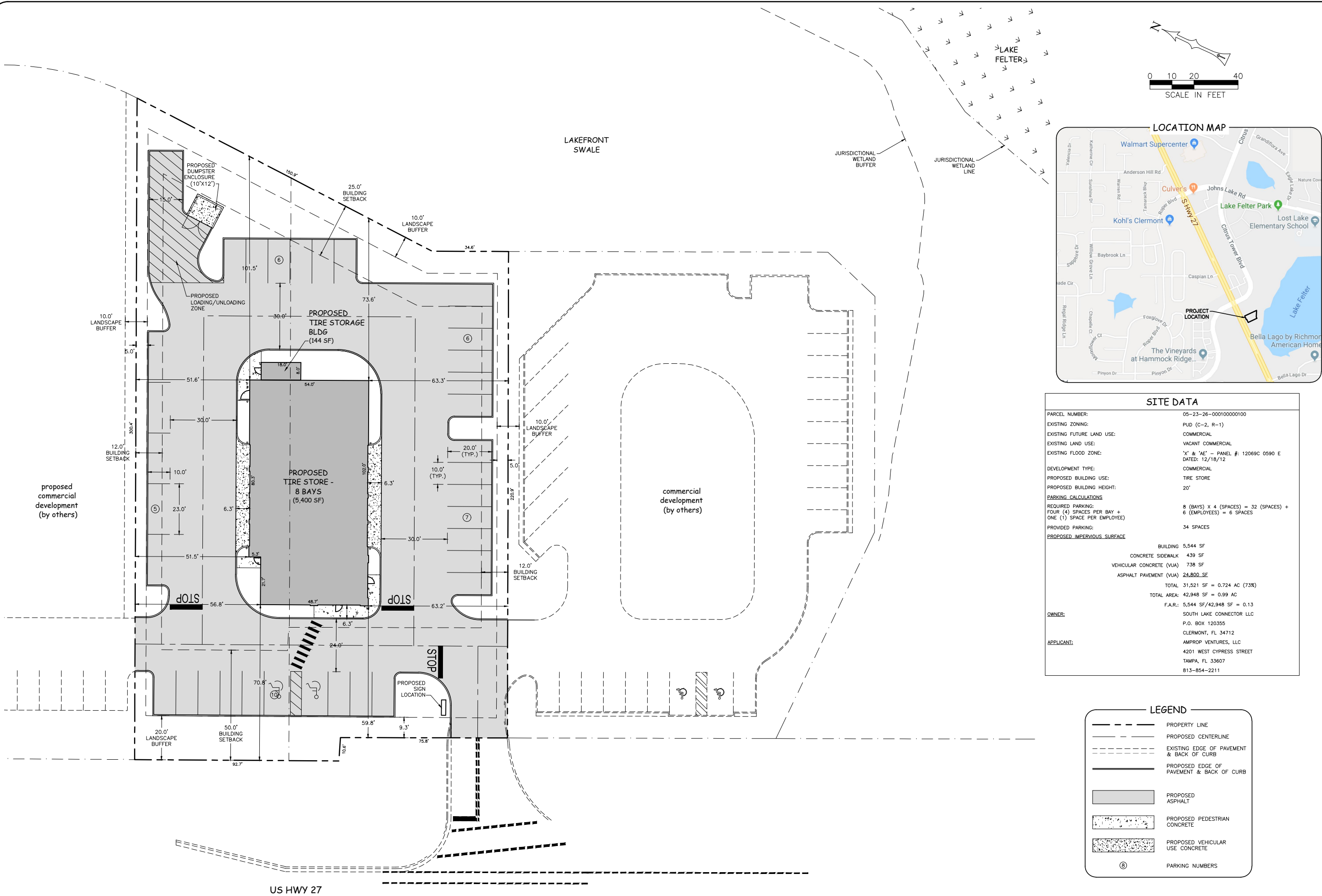
Exhibit – Zoning Map – Kings Crossing Tire Store



Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS

F:\Google Drive\Native Engineering\Clients\Amprop\Projects\Clermont Kings Crossings - Lot 2\Drawings\PSD\Preliminary Site Plan.dwg - Apr 30, 2018 @ 11:47pm



SITE DATA	
PARCEL NUMBER:	05-23-26-000100000100
EXISTING ZONING:	PUD (C-2, R-1)
EXISTING FUTURE LAND USE:	COMMERCIAL
EXISTING LAND USE:	VACANT COMMERCIAL
EXISTING FLOOD ZONE:	'X' & 'AE' - PANEL #: 12069C 0590 E DATED: 12/18/12
DEVELOPMENT TYPE:	COMMERCIAL
PROPOSED BUILDING USE:	TIRE STORE
PROPOSED BUILDING HEIGHT:	20'
PARKING CALCULATIONS	
REQUIRED PARKING:	8 (BAYS) X 4 (SPACES) = 32 (SPACES) + FOUR (4) SPACES PER BAY + ONE (1) SPACE PER EMPLOYEE
PROVIDED PARKING:	34 SPACES
PROPOSED IMPERVIOUS SURFACE	
BUILDING	5,544 SF
CONCRETE SIDEWALK	439 SF
VEHICULAR CONCRETE (VUA)	738 SF
ASPHALT PAVEMENT (VUA)	24,800 SF
TOTAL	31,521 SF = 0.724 AC (73%)
TOTAL AREA:	42,948 SF = 0.99 AC
F.A.R.:	5,544 SF/42,948 SF = 0.13
OWNER:	SOUTH LAKE CONNECTOR LLC P.O. BOX 120355 CLERMONT, FL 34712
APPLICANT:	AMPROP VENTURES, LLC 4201 WEST CYPRESS STREET TAMPA, FL 33607 813-854-2211

LEGEND	
	PROPERTY LINE
	PROPOSED CENTERLINE
	EXISTING EDGE OF PAVEMENT & BACK OF CURB
	PROPOSED EDGE OF PAVEMENT & BACK OF CURB
	PROPOSED ASPHALT
	PROPOSED PEDESTRIAN CONCRETE
	PROPOSED VEHICULAR USE CONCRETE
	PARKING NUMBERS

REVISIONS

NO.	DATE	DESCRIPTION

P.O. BOX 2995
LAND O' LAKES, FL 34639
(813) 412-3210
CERTIFICATE OF
AUTHORIZATION NUMBER: 28759

engineering,pllc

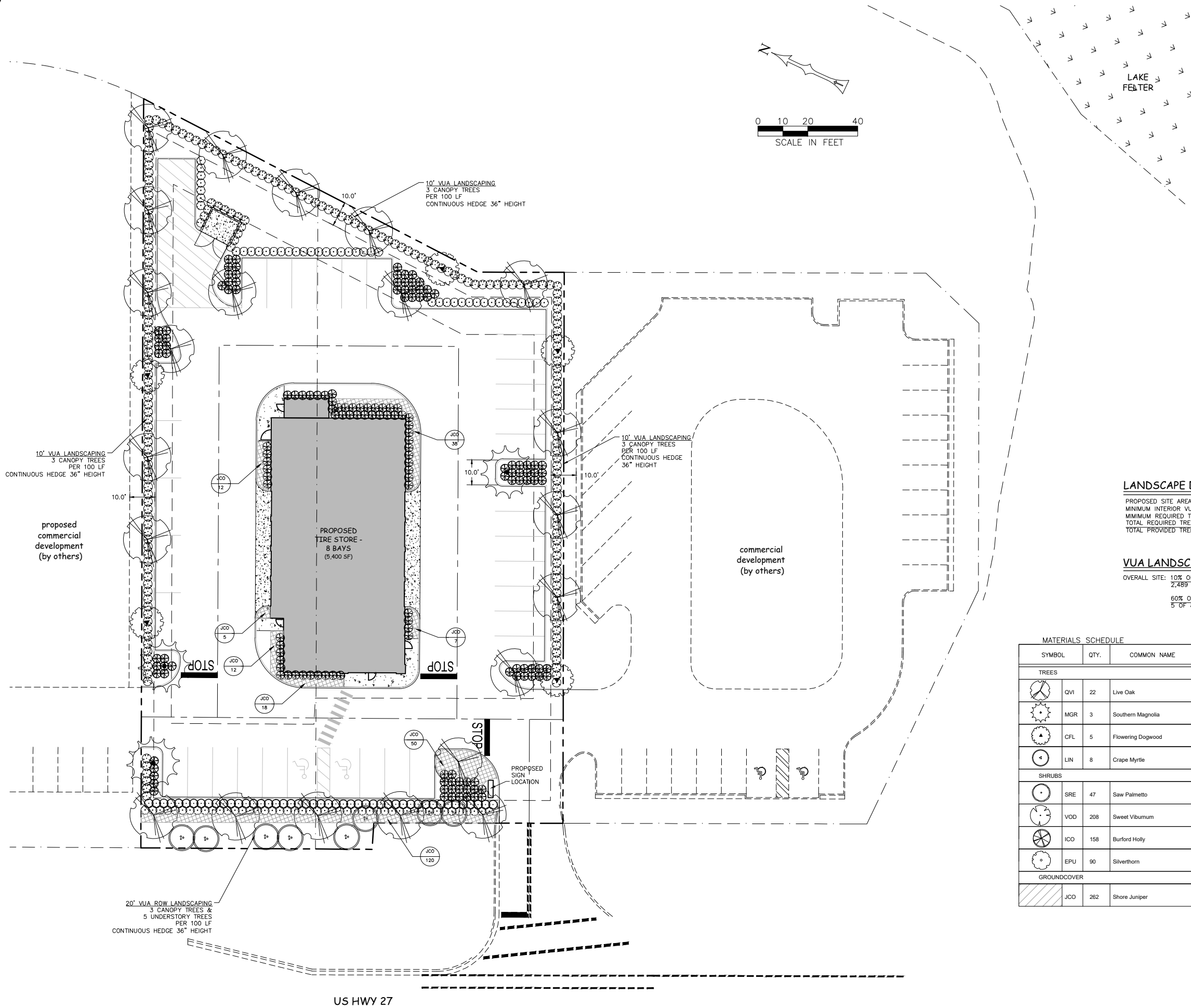
AMPROP
www.amprop.com

PRELIMINARY
SITE
PLAN

TIRE STORE @ CLERMONT KINGS CROSSING - LOT 2
FOR
AMPROP VENTURES, LLC
4201 WEST CYPRESS STREET
TAMPA, FL 33607 (813) 854-2211

SHEET NUMBER
C5
S-T-R
05-23-26

M: (Google Drive\Native Engineering\Clients\Amprop\Projects\Clermont Kings Crossings - Lot 2\Drawings\PSP\Landscap Plan.dwg - Apr 30, 2018 @ 10:01pm



LANDSCAPE DATA TABLE

PROPOSED SITE AREA:	42,948 SF / 0.99 AC
MINIMUM INTERIOR VJA LANDSCAPING:	2,480 SF / 24,800 SF (10%)
MINIMUM REQUIRED TREES:	1/200 SF OF INTERIOR LANDSCAPING
TOTAL REQUIRED TREES:	13
TOTAL PROVIDED TREES:	38

VJA LANDSCAPING REQUIREMENT

OVERALL SITE: 10% OF TOTAL VJA REQUIRED
2,489 SF OF 24,800 SF PROVIDED = 10%
60% OF VJA TREES REQUIRED TO BE LIVE OAK
5 OF 8 VJA TREES ARE LIVE OAK = 63%

MATERIALS SCHEDULE

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	NATIVE	DROUGHT TOL.
TREES						
	QVI	22	Live Oak	Quercus virginiana	12' HT 3" CAL	Yes Yes
	MGR	3	Southern Magnolia	Magnolia grandiflora	12' HT 3" CAL	Yes Yes
	CFL	5	Flowering Dogwood	Cornus florida	8' HT 2" CAL	Yes Yes
	LIN	8	Crape Myrtle	Lagerstroemia indica	8" MULTI TRUNK 3 TRUNK MIN. 1" CAL. PER TRUNK	Yes Yes
SHRUBS						
	SRE	47	Saw Palmetto	Serenoa repens	MIN 36" TALL MIN 7 GAL 30" O.C.	Yes Yes
	VOD	208	Sweet Viburnum	Viburnum odoratissimum	MIN 36" TALL MIN 7 GAL 30" O.C.	Yes Yes
	ICO	158	Burford Holly	Ilex cornuta burfordii 'nana'	MIN 24" TALL MIN 7 GAL 30" O.C.	No Yes
	EPU	90	Silverthorn	Elaeagnus pungens	MIN 36" TALL MIN 7 GAL 30" O.C.	No Yes
GROUND COVER						
	JCO	262	Shore Juniper	Juniperus conferta	1 GAL MIN 18" O.C.	No Yes

PRELIMINARY
LANDSCAPE
PLAN

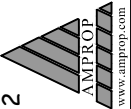
SHEET NUMBER

L1

S-T-R
05-23-26

TIRE STORE @ CLERMONT KINGS CROSSING - LOT 2

FOR
AMPROP VENTURES, LLC
4201 WEST CYPRESS STREET
TAMPA, FL 33607 (813) 854-2211



NATIVE
engineering, pllc

P.O. BOX 2995
LAND O' LAKES, FL 34639
(813) 412-3210
CERTIFICATE OF
AUTHORIZATION NUMBER: 28759

REVISIONS

NO.	DATE	DESCRIPTION



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-27-18

FEE: \$600.00

PROJECT NAME (if applicable): GOVERNOR'S LAKE - LOT 2

APPLICANT: AMPROP VENTURES, LLC

CONTACT PERSON: ERIC SCHOESSLER

Address: 4201 W CYPRESS ST.

City: TAMPA State: FL Zip: 33607

Phone: 813-854-2211 Fax: _____

E-Mail: ERIC@AMPROP.COM

OWNER: SOUTH LAKE CONNECTOR, LLC

Address: P.O. BOX 120355

City: CLERMONT State: FL Zip: 34712

Phone: 407-947-6037 Fax: _____

Address of Subject Property: TBD

General Location: ALONG EAST SIDE OF US HWY 27,
APPROXIMATELY 200' SOUTH OF CITRUS
TOWER BLVD.

Legal Description (include copy of survey): REFER TO ATTACHED

Land Use (City verification required): VACANT COMMERCIAL (FLU = COMMERCIAL)



Zoning (City verification required): PUD (C-2, R-1)

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:

SEC. 98-14.(a)

What are you proposing to do that would require a variance and why?

DECREASE THE TOTAL REQUIRED PARKING SPACES FROM 38 TO 34.

How does the Code create a hardship?

THE CODE REQUIRES AN EXCESSIVE AMOUNT OF PARKING SPACES. TYPICALLY, THESE BUILDINGS REQUIRE 18 TOTAL PARKING SPACES. WE CAN ONLY FIT 34 PARKING SPACES ON-SITE.

***** The following justifications must be completed *****

for any variance requested:

Variance requested – subject and code section: WE REQUEST A VARIANCE TO CODE SECTION 98-14(a) TO REDUCE THE TOTAL AMOUNT OF PARKING REQUIRED FROM 38 SPACES TO 34 SPACES.

Sec. 86-174. Review criteria and findings.

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

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

THE SUBJECT SITE IS PART OF A COMMERCIAL SUBDIVISION AND IS NOT IMMEDIATELY ADJACENT TO RESIDENTIAL. THIS IS NOT A QUICK LUBE WHERE VEHICLES

STACK UP WAITING FOR THE NEXT BAY TO OPEN.

REDUCING THE TOTAL PARKING SPACES BY 4 TOTAL WILL NOT ADVERSELY AFFECT THE TRAFFIC IN THE SURROUNDING AREAS. MOST STORES CURRENTLY ACROSS CENTRAL FLORIDA PROVIDE BETWEEN 18 & 28 PARKING SPACES WITHOUT AN ISSUE.



(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 SITE EXISTS WITHIN A PUD ZONING ALLOWING C-2 USES WHICH ALLOWS AUTOMOTIVE REPAIR WITH A CONDITIONAL USE PERMIT (CONCURRENTLY SUBMITTED FOR.)

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;

OTHER THAN CONCURRENTLY SUBMITTING FOR A C.U.P. TO ALLOW FOR AUTOMOTIVE REPAIR, WE DO NOT PROPOSE ANY OTHER VARIANCES - WE SHOULD BE ABLE TO MEET ALL OTHER CITY CODE REQUIREMENTS EXCEPT FOR PARKING.

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

THE FUTURE LAND USE FOR THE SUBJECT PROPERTY IS "COMMERCIAL" AND WE PROPOSE A COMMERCIAL USE.

(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.

IF THE VARIANCE WAS DENIED, THIS REPAIR SHOP COULD NOT BE DEVELOPED ON-SITE. WE PROPOSE ALL THE PARKING WE COULD POSSIBLY FIT WHICH IS 4 PARKING SPACES SHORT OF THE CODE - REQUIRED PARKING.



CITY OF CLERMONT
VARIANCE
Application
Page 4

ERIC SCHOESSLER

Applicant Name (print)

x

A handwritten signature in blue ink, appearing to be 'Eric Schoessler', written over a horizontal line.

Applicant Name (signature)

MICHAEL LANGLEY

Owner Name (print)

x

A handwritten signature in blue ink, appearing to be 'Michael R. Langley', written over a horizontal line. To the right of the signature are the initials 'MM'.

Owner Name (signature)

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

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(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,



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 4-27-18

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): GOVERNOR'S LAKE - LOT 2

APPLICANT: AMPROP VENTURES, LLC

CONTACT PERSON: ERIC SCHOESSLER

Address: 4201 W CYPRESS ST.

City: TAMPA State: FL Zip: 33607

Phone: 813-854-2211 Fax: _____

E-Mail: ERIC@AMPROP.COM

OWNER: SOUTH LAKE CONNECTOR, LLC

Address: P.O. BOX 120355

City: CLERMONT State: FL Zip: 34712

Phone: 907-947-6037 Fax: _____

Address of Subject Property: TBD

General Location: ALONG EAST SIDE OF US HWY 27,
APPROXIMATELY 200' SOUTH OF CITRUS
TOWER BLVD.

Legal Description (include copy of survey): REFER TO ATTACHED

Land Use (City verification required): VACANT COMMERCIAL (FLU = COMMERCIAL)

Zoning (City verification required): PUD (C-2, R-1)



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

WE PROPOSE AN 8 BAY TIRE STORE WITH 34
PARKING SPACES AND ASSOCIATED DRIVE AISLES.
DRAINAGE IS PROPOSED OFF-SITE BY OTHERS. TIRE
STORE USE IS ALLOWED WITH CONDITIONAL USE
PERMIT APPROVAL. THE SUBJECT SITE IS 1.0 ACRE
IN SIZE MOL AND THE PROPOSED BLDG IS 5,400 SF
W/ AN ADDITIONAL DETACHED 144 SF TIRE STORAGE
BLDG. PER CITY CODE, THE MINIMUM PARKING
REQUIRED IS 38 SPACES (8 BAYS X 4 SPACES/BAY +
6 EMPLOYEES X 1 SPACES/EMPLOYEE). WE ARE
ALSO REQUESTING A VARIANCE TO REDUCE THE
REQUIRED PARKING FROM 38 TO 34.

ERIC SCHOESSLER

Applicant Name (print)

X

Applicant Name (signature)

MICHAEL LANGLEY

Owner Name (print)

X

Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL
BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED
UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

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: 10076938
Phone: (352) 241-7331
Date: 05/16/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	05/29/2018	06/05/2018	\$167.68

LEGAL NOTICE

Ad No: 10076938
May 29, 2018 &
June 05, 2018

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a tire store with eight service bays in the Planned Unit Development Zoning District, at the following location:

LOCATION

Vacant parcel at the southeast corner of Citrus Tower Blvd and US Highway 27
(Alternate Key - 1707307)

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

This request will be considered by the Planning & Zoning Commission on, Tuesday, June 5, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, June 12, 2018 at 6:30pm. 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. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office at 352-241-7330, 48 hours in advance of the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$167.68
Tax	\$0.00
Sub Total	\$167.68
Prepaid Amount	\$0.00
Balance Due	\$167.68

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: I'm the 11th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"
Date: Friday, June 15, 2018 11:01:29 AM
Attachments: [image001.png](#)



**Tracy Ackroyd Howe, MMC
Clermont City Clerk**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Gail Ash
Sent: Friday, June 15, 2018 8:22 AM
To: G. Ash <gailash@clermontfl.org>
Cc: Darren Gray <dgray@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>
Subject: FW: I'm the 11th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Thank you,

Debbie



**Debbie Rybarczyk, Executive Assistant
City Manager's Office**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Robert Yehling [<mailto:petitions-noreply@moveon.org>]
Sent: Thursday, June 14, 2018 4:58 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 11th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled [*Deny tire shop building proposal for kings crossing in Clermont, FL*](#). So far, 14 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:**

http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280614-qlmkwW

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

The Bella Lago community has 74 lots with an average home price of \$500,000.00. That is \$37,000,000.00 investment by 74 families. Building a Tire shop on the corner lot will reduce these families investment that they have made in Clermont. Please deny the request !!

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318094&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318094&target_type=custom&target_id=89047&csv=1

Robert Yehling
Clermont, Fa

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to receive further emails updating you on how many people have signed this petition, click here:

http://petitions.moveon.org/delivery_unsub.html?e=CQgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: I'm the 4th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"
Date: Friday, June 15, 2018 11:01:36 AM
Attachments: [image001.png](#)



**Tracy Ackroyd Howe, MMC
Clermont City Clerk**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Gail Ash
Sent: Friday, June 15, 2018 8:22 AM
To: G. Ash <gailash@clermontfl.org>
Cc: Darren Gray <dgray@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>
Subject: FW: I'm the 4th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Thank you,

Debbie



**Debbie Rybarczyk, Executive Assistant
City Manager's Office**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Lisa Casalan [<mailto:petitions-noreply@moveon.org>]
Sent: Thursday, June 14, 2018 4:58 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 4th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled [*Deny tire shop building proposal for kings crossing in Clermont, FL*](#). So far, 14 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:**

http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280614-qlmkwW

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

Please do not allow this tire shop building.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318092&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318092&target_type=custom&target_id=89047&csv=1

Lisa Casalan
Clermont, FL

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http://petitions.moveon.org/delivery_unsub.html?e=CQgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: I'm the 2nd signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"
Date: Friday, June 15, 2018 11:01:44 AM
Attachments: [image001.png](#)



**Tracy Ackroyd Howe, MMC
Clermont City Clerk**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Gail Ash
Sent: Friday, June 15, 2018 8:21 AM
To: G. Ash <gailash@clermontfl.org>
Cc: Darren Gray <dgray@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>
Subject: FW: I'm the 2nd signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Thank you,

Debbie



**Debbie Rybarczyk, Executive Assistant
City Manager's Office**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Rolando Perez [<mailto:petitions-noreply@moveon.org>]
Sent: Thursday, June 14, 2018 4:58 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 2nd signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for kings crossing in Clermont, FL*. So far, 14 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:**

http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280614-qlmkwW

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

Please deny this tire shop building!

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318091&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318091&target_type=custom&target_id=89047&csv=1

Rolando Perez
Clermont, FL

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http://petitions.moveon.org/delivery_unsub.html?e=CQgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: I'm the 10th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"
Date: Friday, June 15, 2018 11:01:51 AM
Attachments: [image001.png](#)



**Tracy Ackroyd Howe, MMC
Clermont City Clerk**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Gail Ash
Sent: Friday, June 15, 2018 8:21 AM
To: G. Ash <gailash@clermontfl.org>
Cc: Darren Gray <dgray@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>
Subject: FW: I'm the 10th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Thank you,

Debbie



**Debbie Rybarczyk, Executive Assistant
City Manager's Office**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Irene Devlin [<mailto:petitions-noreply@moveon.org>]
Sent: Thursday, June 14, 2018 4:58 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 10th signer: "Deny tire shop building proposal for kings crossing in Clermont, FL"

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled [*Deny tire shop building proposal for kings crossing in Clermont, FL*](#). So far, 14 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:**

http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280614-qlmkwW

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

Please deny the request as the noise and possible environmental repercussions will negatively impact our community (Bella Lago).

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318093&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318093&target_type=custom&target_id=89047&csv=1

Irene Devlin
Clermont, FL

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http://petitions.moveon.org/delivery_unsub.html?e=CQgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: Recommend denial of Resolution No. 2018-16
Date: Friday, June 15, 2018 11:02:27 AM

Tracy Ackroyd Howe, MMC
Clermont City Clerk
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

-----Original Message-----

From: Gail Ash
Sent: Thursday, June 14, 2018 3:10 PM
To: Tracy Ackroyd <TAckroyd@clermontfl.org>
Cc: Carlie Zinker <czinker@clermontfl.org>
Subject: FW: Recommend denial of Resolution No. 2018-16

Tracy,

I've sent this to the Mayor. This is for your records

Thank you,

Debbie

Debbie Rybarczyk, Executive Assistant

City Manager's Office

685 W. Montrose St., Clermont, FL 34711

Tel 352-241-7358 | Fax 352-394-4087

drybarczyk@clermontfl.org

www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

-----Original Message-----

From: Adam Hildebrant [<mailto:adam.m.hildebrant@gmail.com>]

Sent: Thursday, June 14, 2018 10:25 AM

To: Gail Ash <gash@clermontfl.org>

Subject: Recommend denial of Resolution No. 2018-16

Madame Mayor,

I am the Vice-President of the Bella Lago community on Lake Felter. I am writing to you today because of concerns from our residents regarding a proposed plan to build a tire shop in the kings crossing vacant lot. My understanding is that there was a recommendation for a denial by the advisory board to the council however, no action was taken on the June 12th council meeting. My understanding is that it was "tabled" until June 26th. I am requesting an explanation on why this was not voted to deny the building proposal on June 12th and what the reason was to "table" this issue?

Further, the residents here at Bella Lago are concerned with noise levels coming from this building if allowed. Noise carries extremely well across the lake and with the air powered tools they would be using would constitute noise pollution/nuisance. There is also environmental impacts to consider in regards to the close proximity to the lake and natural surrounding. The combination of environmental impacts, noise pollution, and the unsightly building in and of itself would therefore have a detrimental effect to not only our residents but future impact of potential homebuyers thus reducing property values. We already have a nuisance noise pollution as it is from Jake Breaking along US27 and this would only make it worse. We are in this community to enjoy the amazing views of Lake Felter and this would all but ruin the reason we live here.

I hope you consider the impacts and deny any industrial type business from building across from our lake and keep the best interest in mind for the surrounding communities. The City of Clermont has a virtual "blank canvass" to create this growing city into a beautiful place to brings families. Lately, all I see are franchises, dealerships, and industrial business going in places that have no business being there. I hope we make the right decisions to utilize the natural beauty for more unique businesses that will have long term economical impact to the city. We have many locations that would be best utilized for small retail, restaurants, and pubs that would work well with lake frontage or hill tops with views. Not industrial type businesses.

I look forward to speaking with you

Regards,

Adam Hildebrant
Vice-President
Bella Lago @ Lake Felter HOA
(810) 531-5079

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: I'm the 17th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."
Date: Friday, June 15, 2018 11:01:23 AM
Attachments: [image001.png](#)



**Tracy Ackroyd Howe, MMC
Clermont City Clerk**

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

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From: Gail Ash
Sent: Friday, June 15, 2018 8:22 AM
To: G. Ash <gailash@clermontfl.org>
Cc: Darren Gray <dgray@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>
Subject: FW: I'm the 17th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



**Debbie Rybarczyk, Executive Assistant
City Manager's Office**

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drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Eric Fincham [<mailto:petitions-noreply@moveon.org>]
Sent: Friday, June 15, 2018 6:48 AM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 17th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled [Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL](#). So far, 17 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:**

http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280615-evnzTH

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

I live off of Lake Felder and noise travels across the Lake. I do NOT want to hear the noise from a tire shop and see bright lights all night. This will greatly affect my property values and as a tax paying member of Clermont (over \$7500 per year)...this is crazy. We have WAY too many tire/auto body businesses in this town. We need to start focusing on different businesses other than Dentists,, tire/auto, nail salons, Mattress stores and car dealerships.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318278&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318278&target_type=custom&target_id=89047&csv=1

Eric Fincham
Clermont, FL

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http://petitions.moveon.org/delivery_unsub.html?e=CQgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

Tracy Ackroyd

From: Gail Ash
Sent: Monday, June 18, 2018 7:57 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 23rd signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711

Tel 352-241-7358 | Fax 352-394-4087

drybarczyk@clermontfl.org

www.ClermontFL.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*

From: Ellen Coil [<mailto:petitions-noreply@moveon.org>]

Sent: Friday, June 15, 2018 10:34 AM

To: Gail Ash <gash@clermontfl.org>

Subject: I'm the 23rd signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 23 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280615-evnzTH

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

The proposed business is located on an environmentally sensitive lake. I believe the application should never have progressed this far let alone be considered for approval.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318320&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=2318320&target_type=custom&target_id=89047&csv=1

Ellen Coil
Clermont, FL

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to receive further emails updating you on how many people have signed this petition, click here:

http://petitions.moveon.org/delivery_unsub.html?e=COgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

Tracy Ackroyd

From: Gail Ash
Sent: Monday, June 18, 2018 7:58 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 24th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Joseph P. Coil [mailto:petitions-noreply@moveon.org]
Sent: Friday, June 15, 2018 10:54 AM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 24th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 24 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280615-evnzTH

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

The proposal for approval of this kind of business should have been denied from the onset. It is ridiculous that we, as residents of the adjacent peaceful lakeside residential community of Bella Lago, have to step up and demand that our Council do the right thing.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318326&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=2318326&target_type=custom&target_id=89047&csv=1

Joseph P. Coil
Clermont, FL

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to receive further emails updating you on how many people have signed this petition, click here:

http://petitions.moveon.org/delivery_unsub.html?e=COgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

Tracy Ackroyd

From: Gail Ash
Sent: Monday, June 18, 2018 7:58 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 27th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711
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drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Mark H Craig [<mailto:petitions-noreply@moveon.org>]
Sent: Friday, June 15, 2018 1:23 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 27th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 27 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280615-evnzTH

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

This industry has the potential to handle several product that are harmful to the environment. One instance of mishandling of a hazardous spill or and accidental fire would cause irreparable harm to the delicate eco system surrounding the Lake Felter.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318413&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=2318413&target_type=custom&target_id=89047&csv=1

Mark H Craig
Clermont, FL

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to receive further emails updating you on how many people have signed this petition, click here:

http://petitions.moveon.org/delivery_unsub.html?e=COgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

Tracy Ackroyd

From: Gail Ash
Sent: Monday, June 18, 2018 7:59 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 29th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*

From: Cynthia Elia,Rn [mailto:petitions-noreply@moveon.org]
Sent: Friday, June 15, 2018 7:34 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 29th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 29 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280615-evnzTH

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

No building on or near Lakes for commercial use

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318663&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=2318663&target_type=custom&target_id=89047&csv=1

Cynthia Elia,Rn
Minneola, FL

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http://petitions.moveon.org/delivery_unsub.html?e=COgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.

Tracy Ackroyd

From: Gail Ash
Sent: Monday, June 18, 2018 8:00 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 31st signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*

From: Arnljot Tinjar [mailto:petitions-noreply@moveon.org]
Sent: Saturday, June 16, 2018 9:03 AM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 31st signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 31 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280616-LvGAKi

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

The noise from early morning till evening across the lake will destroy our neighborhood. As you know, sound carries very well across a body of water. And how would the noise affect the Felter school across the lake? Thank for taking this into account and please do NOT allow for this variance. Thank you

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2318842&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

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Arnljot Tinjar
Clermont, FL

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Tracy Ackroyd

From: Gail Ash
Sent: Tuesday, June 19, 2018 8:18 AM
To: G. Ash
Cc: Darren Gray; Tracy Ackroyd
Subject: FW: I'm the 36th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Thank you,

Debbie



Debbie Rybarczyk, Executive Assistant
City Manager's Office

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Donald Lowe [<mailto:petitions-noreply@moveon.org>]
Sent: Monday, June 18, 2018 5:26 PM
To: Gail Ash <gash@clermontfl.org>
Subject: I'm the 36th signer: "Deny tire shop building proposal for Resolution No. 2018-16R kings crossing i..."

Dear Mayor Gail L. Ash,

I just signed a petition addressed to you titled *Deny tire shop building proposal for Resolution No. 2018-16R kings crossing in Clermont, FL*. So far, 36 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-134281-custom-89047-20280618-w8PXXb

The petition states:

"The City of Clermont should deny resolution No. 208-16R for a building of a tire shop on Lake Felter in Clermont. The vacant land its proposed would directly impact the communities surrounding this area including noise pollution, environmental impacts to the surrounding lake area, and economical impacts to home values."

My additional comments are:

Let's keep the beauty in Lake Felter as it is. Building a tire shop there would not add to the beauty of the Lake.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=2320036&target_type=custom&target_id=89047

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=2320036&target_type=custom&target_id=89047&csv=1

Donald Lowe
Clermont, FL

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to receive further emails updating you on how many people have signed this petition, click here:

http://petitions.moveon.org/delivery_unsub.html?e=COgOq0RSANjPexPGQxkArmdhc2hAY2xlcm1vbnRmbC5vcmc-&petition_id=134281.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Variance Request <i>Kings Crossing</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The applicant, is requesting a variance to allow for a reduction of four parking spaces instead of the number as required by the Land Development Code, Section 98-14. The vacant parcel is zoned (PUD) Planned Unit Development with C-1 Light Commercial uses. The subject property is located at the southeast corner of US Highway 27 and Citrus Tower Boulevard. The applicant is proposing construction of a 5,400 square feet tire store with eight service bays. The Land Development Code requires 38 parking spaces for this development, the applicant is proposing 34 parking spaces, which will leave a parking deficient of four spaces. In addition to the requested variance, the applicant is also requesting a Conditional Use Permit that will be heard concurrently with the requested variance. The intent of the Land Development Code, Section 98-14 is to ensure and implement an efficient, safe and balanced traffic management and circulation system that provide ample parking for local businesses and patrons. Staff has reviewed the proposed development in accordance with City Code Section, 86-174 Review Criteria and Findings, based on the fact finding compliance of the requirements for granting a variance. The proposed site is currently vacant, the applicant may develop the property with a smaller footprint or reduce the number of service bays to the building, which may require less parking, therefore, the proposed development would not require a variance. The subject property current zoning is Planned Unit Development (PUD) with C-1 Light Commercial permitted uses. The intent of the Code for the C-1 Light Commercial Zoning District is to allow light commercial, office and retail uses that are less intense and compatible with other properties in the same zoning district. 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 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.	Section 86-174 Review Criteria-Kings Crossing Tire Store	Section 86-174 Review Criteria-Kings Crossing Tire Store.pdf
2.	Kings Crossing Tire Store Location Map-NEW	Kings Crossing Tire Store Location Map-NEW.pdf
3.	Preliminary Site Plan	Preliminary Site Plan.pdf
4.	Building Elevations	Building Elevations.pdf
5.	Variance Application	Variance Application.pdf
6.	Variance Legal AD	KINGS CROSSING TIRE STORE VARIANCE.PDF

Kings Crossings Tire Store 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 subject site is part of a commercial subdivision and is not immediately adjacent to residential. This is not a Quick Lube where vehicles stack up waiting for the next bay to open. Reducing the parking spaces by 4 total will not adversely affect the traffic in the surrounding areas. Most stores currently across Central Florida provide between 18 & 28 parking spaces without an issue.

Staff comments: The subject property is located within the Kings Crossing Planned Unit Development Master Plan that was rezoned from C-1 Light Commercial to PUD (Ordinance No. 2017-02) to allow C-1 Light Commercial uses. The PUD was approved to allow some development flexibility for the subject property. Automotive services and sales are permitted with a Conditional Use Permit in the C-2 General Commercial Zoning District. Automotive sales and services are considered a more intense commercial use; therefore, the proposed use is not consistent and compatible with the intent of the C-1 Light Commercial Zoning District.

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 site exists within a PUD Zoning allowing C-2 uses which allow automotive repair with a Conditional Use Permit (Application Submitted Concurrently)

Staff comments: The subject property current zoning is Planned Unit Development (PUD) with C-1 Light Commercial permitted uses. The intent of the Code for the C-1 Light Commercial Zoning District is to allow light commercial, office and retail uses that are not too intense and compatible with other properties in the same zoning district.

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Other than concurrently submitting for a Conditional Use Permit to allow for automotive repair, we do not propose any other variances. We should be able to meet all other City Code requirements except for parking.

Staff comments: The subject parcel is zoned to allow (PUD) C-1 Light Commercial permitted uses, the proposed tire store and services is usually defined as a heavy/intense commercial use that would be a better fit in the C-2 General Commercial zoning district. The applicant may develop the site with a smaller footprint or reduce the number of service bays to the building; therefore, a parking variance may not be required.

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: The Future Land Use for subject property is Commercial Use.

Staff comments: Granting of the requested variance is consistent with the City's Comprehensive Plan.

Positive finding

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

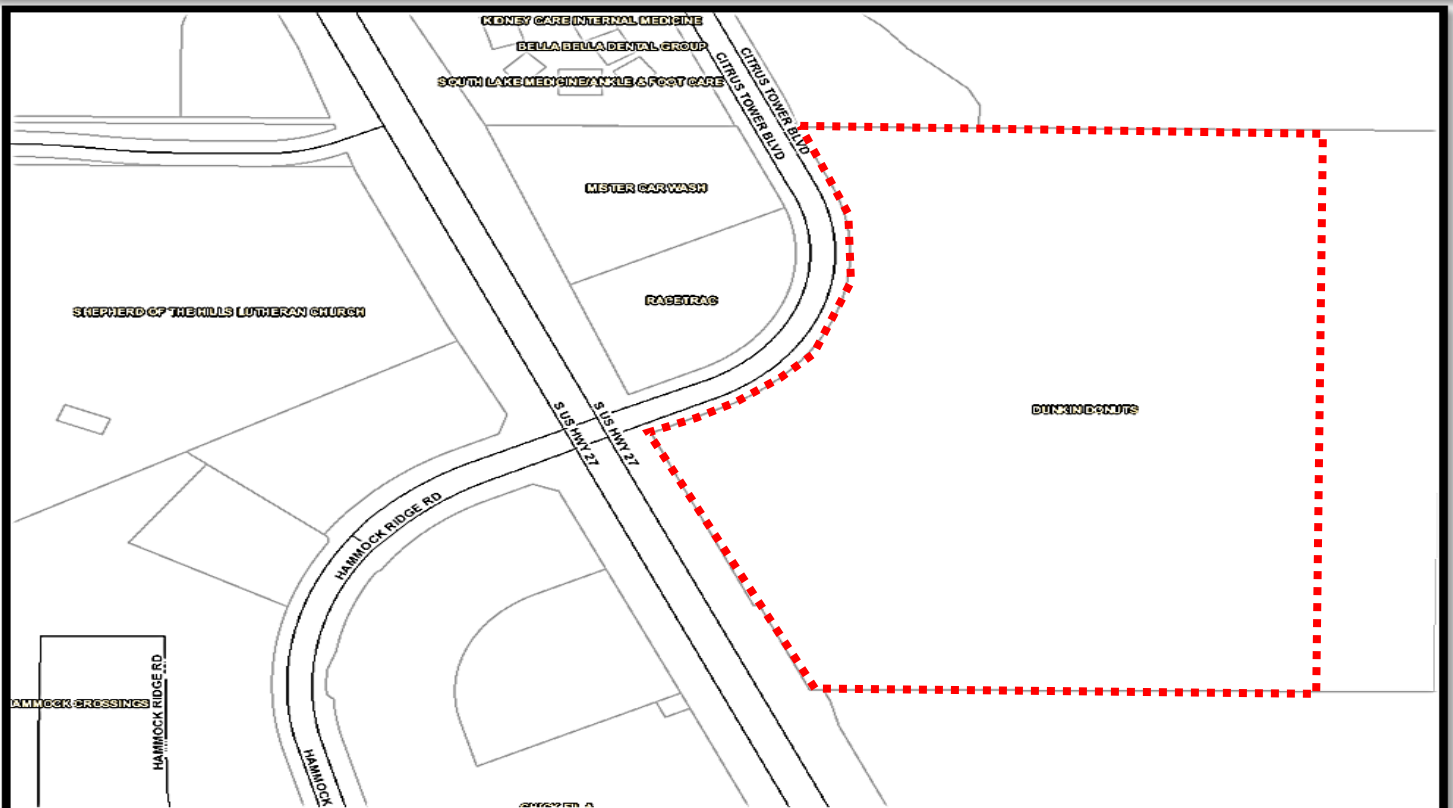
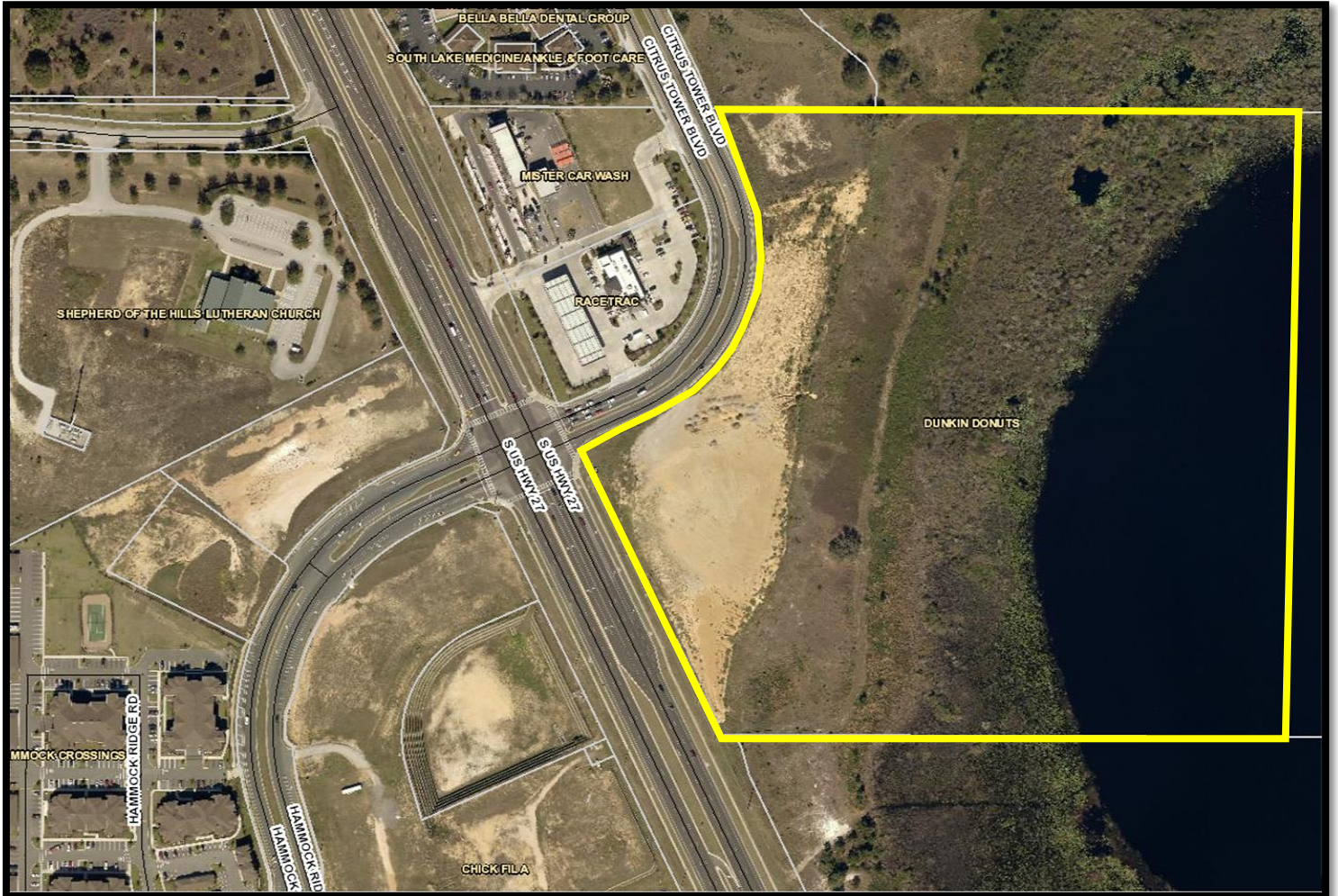
Applicant response: If the Variance was denied, the repair shop could be developed on-site, we propose all the parking we could possibly fit which is 4 parking short of the code required parking.

Staff comments: The applicant does have the flexibility to choose a different site that may allow more development flexibility and be able to meet the Land Development Code without any variances.

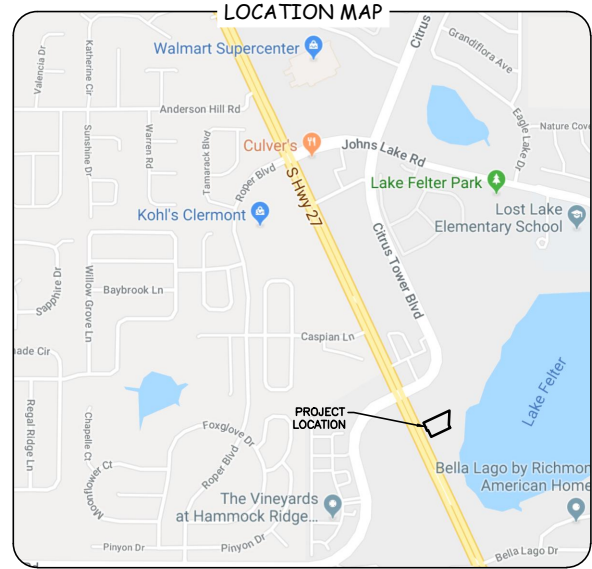
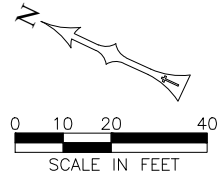
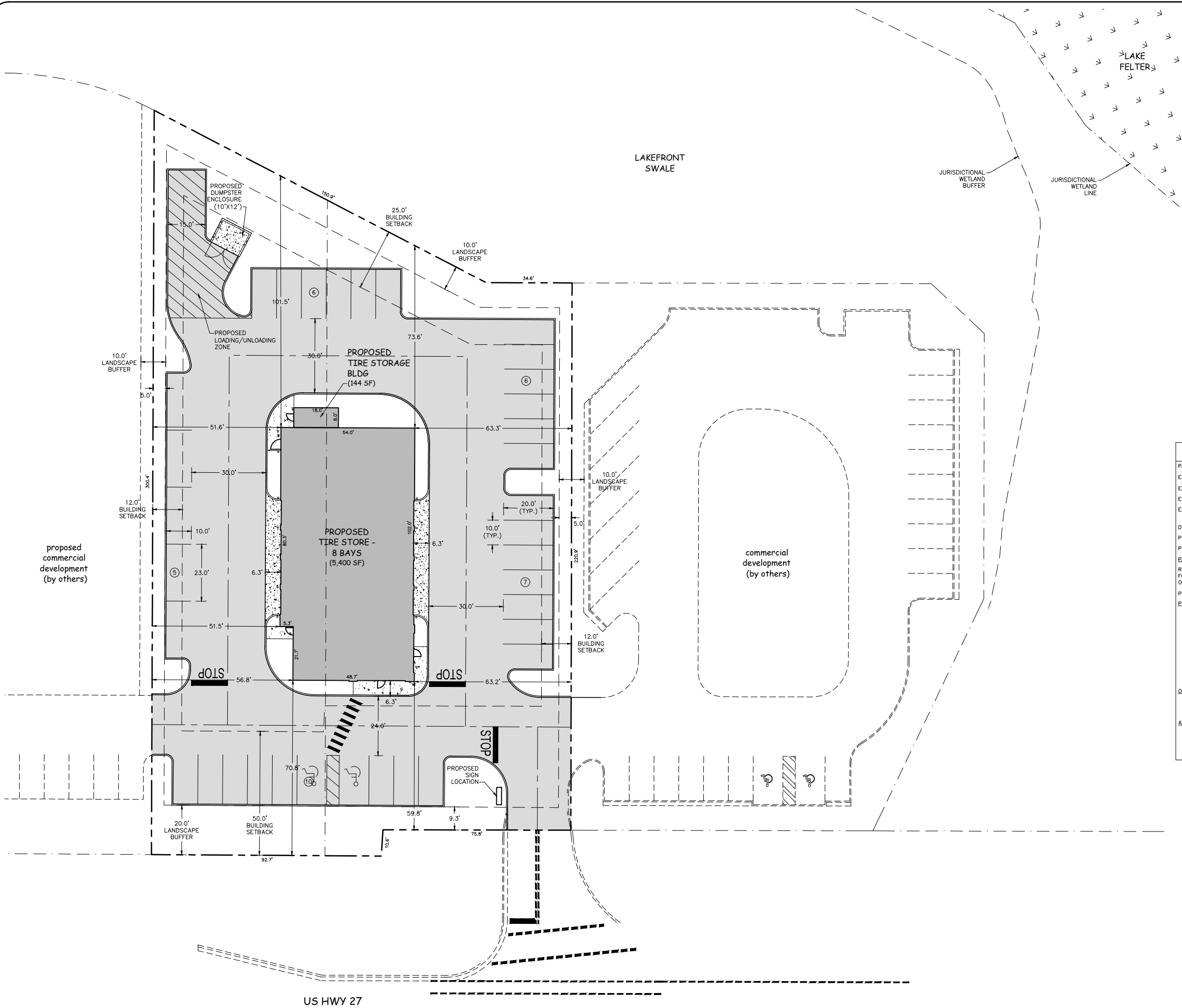
Negative finding

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 request to the Land Development Code.

Kings Crossing Tire Store



F:\Google Drive\Native Engineering\Clients\Amprop\Projects\Clermont Kings Crossings - Lot 2\Drawings\PS\ Preliminary Site Plan.dwg - Apr 30, 2018 @ 11:47pm



SITE DATA	
PARCEL NUMBER:	05-23-26-000100000100
EXISTING ZONING:	PUD (C-2, R-1)
EXISTING FUTURE LAND USE:	COMMERCIAL
EXISTING LAND USE:	VACANT COMMERCIAL
EXISTING FLOOD ZONE:	'X' & 'AE' - PANEL #: 12069C 0590 E DATED: 12/18/12
DEVELOPMENT TYPE:	COMMERCIAL
PROPOSED BUILDING USE:	TIRE STORE
PROPOSED BUILDING HEIGHT:	20'
PARKING CALCULATIONS	
REQUIRED PARKING:	8 (BAYS) X 4 (SPACES) = 32 (SPACES) + FOUR (4) SPACES PER BAY + ONE (1) SPACE PER EMPLOYEE
PROVIDED PARKING:	34 SPACES
PROPOSED IMPERVIOUS SURFACE	
BUILDING 5,544 SF	
CONCRETE SIDEWALK 439 SF	
VEHICULAR CONCRETE (VUA) 738 SF	
ASPHALT PAVEMENT (VUA) 24,800 SF	
TOTAL 31,521 SF = 0.724 AC (73%)	
TOTAL AREA: 42,948 SF = 0.99 AC	
F.A.R.: 5,544 SF/42,948 SF = 0.13	
OWNER:	
SOUTH LAKE CONNECTOR LLC	
P.O. BOX 120355	
CLERMONT, FL 34712	
APPLICANT:	
AMPROP VENTURES, LLC	
4201 WEST CYPRESS STREET	
TAMPA, FL 33607	
813-854-2211	

LEGEND	
	PROPERTY LINE
	PROPOSED CENTERLINE
	EXISTING EDGE OF PAVEMENT & BACK OF CURB
	PROPOSED EDGE OF PAVEMENT & BACK OF CURB
	PROPOSED ASPHALT
	PROPOSED PEDESTRIAN CONCRETE
	PROPOSED VEHICULAR USE CONCRETE
	PARKING NUMBERS

REVISIONS

NO.	DATE	DESCRIPTION

P.O. BOX 2995
LAND O' LAKES, FL 34639
(813) 412-3210
CERTIFICATE OF
AUTHORIZATION NUMBER: 28759

NATIVE
engineering,pllc

AMPROP
www.amprop.com

TIRE STORE @ CLERMONT KINGS CROSSING - LOT 2

FOR
AMPROP VENTURES, LLC
4201 WEST CYPRESS STREET
TAMPA, FL 33607 (813) 854-2211

PRELIMINARY
SITE
PLAN

SHEET NUMBER
C5
S-T-R
05-23-26



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-27-18

FEE: \$600.00

PROJECT NAME (if applicable): GOVERNOR'S LAKE - LOT 2

APPLICANT: AMPROP VENTURES, LLC

CONTACT PERSON: ERIC SCHOESSLER

Address: 4201 W CYPRESS ST.

City: TAMPA State: FL Zip: 33607

Phone: 813-854-2211 Fax: _____

E-Mail: ERIC@AMPROP.COM

OWNER: SOUTH LAKE CONNECTOR, LLC

Address: P.O. BOX 120355

City: CLERMONT State: FL Zip: 34712

Phone: 407-947-6037 Fax: _____

Address of Subject Property: TBD

General Location: ALONG EAST SIDE OF US HWY 27,
APPROXIMATELY 200' SOUTH OF CITRUS
TOWER BLVD.

Legal Description (include copy of survey): REFER TO ATTACHED

Land Use (City verification required): VACANT COMMERCIAL (FLU = COMMERCIAL)



Zoning (City verification required): PUD (C-2, R-1)

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:

SEC. 98-14.(a)

What are you proposing to do that would require a variance and why?

DECREASE THE TOTAL REQUIRED PARKING SPACES FROM 38 TO 34.

How does the Code create a hardship?

THE CODE REQUIRES AN EXCESSIVE AMOUNT OF PARKING SPACES. TYPICALLY, THESE BUILDINGS REQUIRE 18 TOTAL PARKING SPACES. WE CAN ONLY FIT 34 PARKING SPACES ON-SITE.

***** The following justifications must be completed *****

for any variance requested:

Variance requested – subject and code section: WE REQUEST A VARIANCE TO CODE SECTION 98-14(a) TO REDUCE THE TOTAL AMOUNT OF PARKING REQUIRED FROM 38 SPACES TO 34 SPACES.

Sec. 86-174. Review criteria and findings.

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

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

THE SUBJECT SITE IS PART OF A COMMERCIAL SUBDIVISION AND IS NOT IMMEDIATELY ADJACENT TO RESIDENTIAL. THIS IS NOT A QUICK LUBE WHERE VEHICLES

STACK UP WAITING FOR THE NEXT BAY TO OPEN.

REDUCING THE TOTAL PARKING SPACES BY 4 TOTAL WILL NOT ADVERSELY AFFECT THE TRAFFIC IN THE SURROUNDING AREAS. MOST STORES CURRENTLY ACROSS CENTRAL FLORIDA PROVIDE BETWEEN 18 & 28 PARKING SPACES WITHOUT AN ISSUE.



(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 SITE EXISTS WITHIN A PUD ZONING ALLOWING C-2
USES WHICH ALLOWS AUTOMOTIVE REPAIR WITH A
CONDITIONAL USE PERMIT (CONCURRENTLY SUBMITTED FOR.)

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;

OTHER THAN CONCURRENTLY SUBMITTING FOR A C.U.P. TO
ALLOW FOR AUTOMOTIVE REPAIR WE DO NOT PROPOSE
ANY OTHER VARIANCES - WE SHOULD BE ABLE TO MEET ALL
OTHER CITY CODE REQUIREMENTS EXCEPT FOR PARKING.

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

THE FUTURE LAND USE FOR THE SUBJECT PROPERTY
IS "COMMERCIAL" AND WE PROPOSE A COMMERCIAL
USE.

(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.

IF THE VARIANCE WAS DENIED, THIS REPAIR SHOP
COULD NOT BE DEVELOPED ON-SITE. WE PROPOSE ALL
THE PARKING WE COULD POSSIBLY FIT WHICH IS 4
PARKING SPACES SHORT OF THE CODE - REQUIRED
PARKING.



CITY OF CLERMONT
VARIANCE
Application
Page 4

ERIC SCHOESSLER

Applicant Name (print)

x

[Signature]

Applicant Name (signature)

MICHAEL LANGLEY

Owner Name (print)

x

Michael R Langley MM

Owner Name (signature)

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

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(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,



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-27-18

FEE: \$600.00

PROJECT NAME (if applicable): GOVERNOR'S LAKE - LOT 2

APPLICANT: AMPROP VENTURES, LLC

CONTACT PERSON: ERIC SCHOESSLER

Address: 4201 W CYPRESS ST.

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Phone: 813-854-2211 Fax: _____

E-Mail: ERIC@AMPROP.COM

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Phone: 407-947-6037 Fax: _____

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APPROXIMATELY 200' SOUTH OF CITRUS
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CITY OF CLERMONT

VARIANCE

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Page 2

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THE SUBJECT SITE IS PART OF A COMMERCIAL SUBDIVISION AND IS NOT IMMEDIATELY ADJACENT TO RESIDENTIAL. THIS IS NOT A QUICK LUBE WHERE VEHICLES

STACK UP WAITING FOR THE NEXT BAY TO OPEN.

REDUCING THE TOTAL PARKING SPACES BY 4 TOTAL WILL NOT ADVERSELY AFFECT THE TRAFFIC IN THE SURROUNDING AREAS. MOST STORES CURRENTLY ACROSS CENTRAL FLORIDA PROVIDE BETWEEN 18 & 28 PARKING SPACES WITHOUT AN ISSUE.



(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 SITE EXISTS WITHIN A PUD ZONING ALLOWING C-2 USES WHICH ALLOWS AUTOMOTIVE REPAIR WITH A CONDITIONAL USE PERMIT (CONCURRENTLY SUBMITTED FOR.)

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;

OTHER THAN CONCURRENTLY SUBMITTING FOR A C.U.P. TO ALLOW FOR AUTOMOTIVE REPAIR WE DO NOT PROPOSE ANY OTHER VARIANCES - WE SHOULD BE ABLE TO MEET ALL OTHER CITY CODE REQUIREMENTS EXCEPT FOR PARKING.

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

THE FUTURE LAND USE FOR THE SUBJECT PROPERTY IS "COMMERCIAL" AND WE PROPOSE A COMMERCIAL USE.

(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.

IF THE VARIANCE WAS DENIED, THIS REPAIR SHOP COULD NOT BE DEVELOPED ON-SITE. WE PROPOSE ALL THE PARKING WE COULD POSSIBLY FIT WHICH IS 4 PARKING SPACES SHORT OF THE CODE - REQUIRED PARKING.



CITY OF CLERMONT
VARIANCE
Application
Page 4

ERIC SCHOESSLER

Applicant Name (print)

x

A handwritten signature in blue ink, appearing to be 'Eric Schoessler', written over a horizontal line.

Applicant Name (signature)

MICHAEL LANGLEY

Owner Name (print)

x

A handwritten signature in blue ink, appearing to be 'Michael R Langley', written over a horizontal line. To the right of the signature are the initials 'MM'.

Owner Name (signature)

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

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(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,

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: 10076944
Phone: (352) 241-7331
Date: 05/16/18
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	06/05/2018	06/05/2018	\$105.37

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 for a reduction of four parking spaces instead of the number as required by the Land Development Code, Section 98-14, at the following location:

LOCATION:

Vacant parcel at the southeast corner
of Citrus Tower Blvd
and US Highway 27
(Alternate Key - 1707307)

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, June 12, 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. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office at 352-241-7330, 48 hours in advance of the public hearing.

Tracy Ackroyd, MMC
City Clerk

Ad No: 10076944
June 05, 2018

Payment Info	
Ad Price	\$105.37
Tax	\$0.00
Sub Total	\$105.37
Prepaid Amount	\$0.00
Balance Due	\$105.37



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
School Resource Officer Agreements		
Requested Action		
Request approval of school resource officer agreements with the School Board of Lake County and the Education Charter Foundation of Florida to provide four police officers at Lost Lake Elementary School, Cypress Ridge Elementary School, Clermont Elementary School and South Lake Imagine Charter School.		
Staff Report		
Request is to approve school resource officer agreements with the School Board of Lake County and the Education Charter Foundation of Florida to provide four police officers at Lost Lake Elementary School, Cypress Ridge Elementary School, Clermont Elementary School and South Lake Imagine Charter School. The school resource officers will be assigned to the schools to enhance education and provide mentoring to students. The school resource officers will also provide safety and security for all students, faculty, visitors and staff. The requested staffing complies with the new legislation of the Marjory Stoneman Douglas High School Public Safety Act. The School Board of Lake County agreement provides for the school board to pay the city of Clermont \$40,000 annually for the services of each school resource officer at Lost Lake Elementary, Cypress Ridge Elementary and Clermont Elementary. The Education Charter Foundation of Florida agreement provides for the foundation to pay the city of Clermont \$31,000 annually for the school resource officer at South Lake Imagine Charter School.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the City in FY 2018, since the officers that will be assigned as school resource officers are existing officers. The backfilled officers will be hired in FY 2019 at an annual reoccurring cost of \$279,653 (including salaries, benefits and operating costs) and one-time capital costs of \$211,280. These costs and the school board and foundation reimbursements will be included in the FY 2019 Budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. School Board of Lake County School Resource	School Board of Lake County School Resource Officer	

2.	Officer Agreement Education Charter Foundation of Florida School Resource Officer Agreement	Agreement.pdf Education Charter Foundation of Florida School Resource Officer Agreement.pdf
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**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA, AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking School Resource Officers (SROs) for three designated elementary schools to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a Clermont Police Officer at three designated elementary schools (Lost Lake Elementary, Clermont Elementary, Cypress Ridge Elementary) for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide three (3) sworn Clermont Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three designated elementary schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 13th day of August, 2018 through the last school day of May 2019.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three designated elementary schools. The SROs shall interact with students and provide security at the three designated elementary schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. The LAW ENFORCEMENT AGENCY's liability, if any, to the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall the LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine

which SROs will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principal of the three designated elementary schools.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Superintendent: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall immediately notify the SRO and THE LAW ENFORCEMENT AGENCY in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall

review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at three designated elementary schools during such periods as the school is open and students are on campus for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

8. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three designated elementary schools to respond to emergency situations as determined in the sole judgement and

discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary, in its sole discretion, by the LAW ENFORCEMENT AGENCY.

13. Compensation. The SCHOOL BOARD will pay the CITY OF CLERMONT the total sum of Forty Thousand and No Cents (\$40,000) per year for services of each of the three (3) SROs for a total of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) for the one-year term provided pursuant to this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2018. Invoices shall be paid by the SCHOOL BOARD

within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:	Superintendent of Schools School Board of Lake County 201 West Burleigh Boulevard Tavares, FL 32778
LAW ENFORCEMENT AGENCY:	City Manager City of Clermont 685 W. Montrose Street Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Lake County, Florida and the City of Clermont on this day ____ of _____, 2018.

THE SCHOOL BOARD OF
LAKE COUNTY, FLORIDA

Attest: _____

By: _____

By: _____,

_____, Chairperson

Date: _____

Approved: _____

School Board Attorney

CITY OF CLERMONT, FLORIDA

Attest: _____

Tracy Ackroyd Howe, City Clerk

By: Gail Ash, Mayor

Approved: _____

Daniel Mantzaris, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designed school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.
22. The SROs shall work with the school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with

the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "CHARTER BOARD".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2018-2019 school year beginning the 13th day of August, 2018 through the

24th day of May, 2019.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY's liability, if any, to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or

portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall immediately notify the SRO and THE LAW ENFORCEMENT AGENCY in writing. If the situation is

not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall immediately remove the SRO while the notice of dissatisfaction is being reviewed.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school during such periods as the school is open and students are on campus for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment

during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

~~If the additional hours worked require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense.~~ If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school

principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary, in its sole discretion, by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Thirty One Thousand Dollars (\$31,000) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2018. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Kathleen Dial
Principal
Need Address
XXXX

LAW ENFORCEMENT AGENCY: ~~City Manager~~Chief of Police
~~City of Clermont~~ Police
~~685 W. Montrose Street~~3600 S.
Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this day of _____, 2018.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this _____ day of May, 2018.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: _____

By: _____

By: _____,
Chairperson

Approved: _____

Date: _____

Charter Board Attorney

CITY OF CLERMONT, FLORIDA

Attest: _____

Tracy Ackroyd Howe, City Clerk

By: _____

Gail Ash, Mayor

Approved: _____

Daniel Mantzaris, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be

coordinated with the principal or his/her designee and each SRO's supervisor.

7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.

8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law or of a criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.



CITY OF CLERMONT

AGENDA ITEM

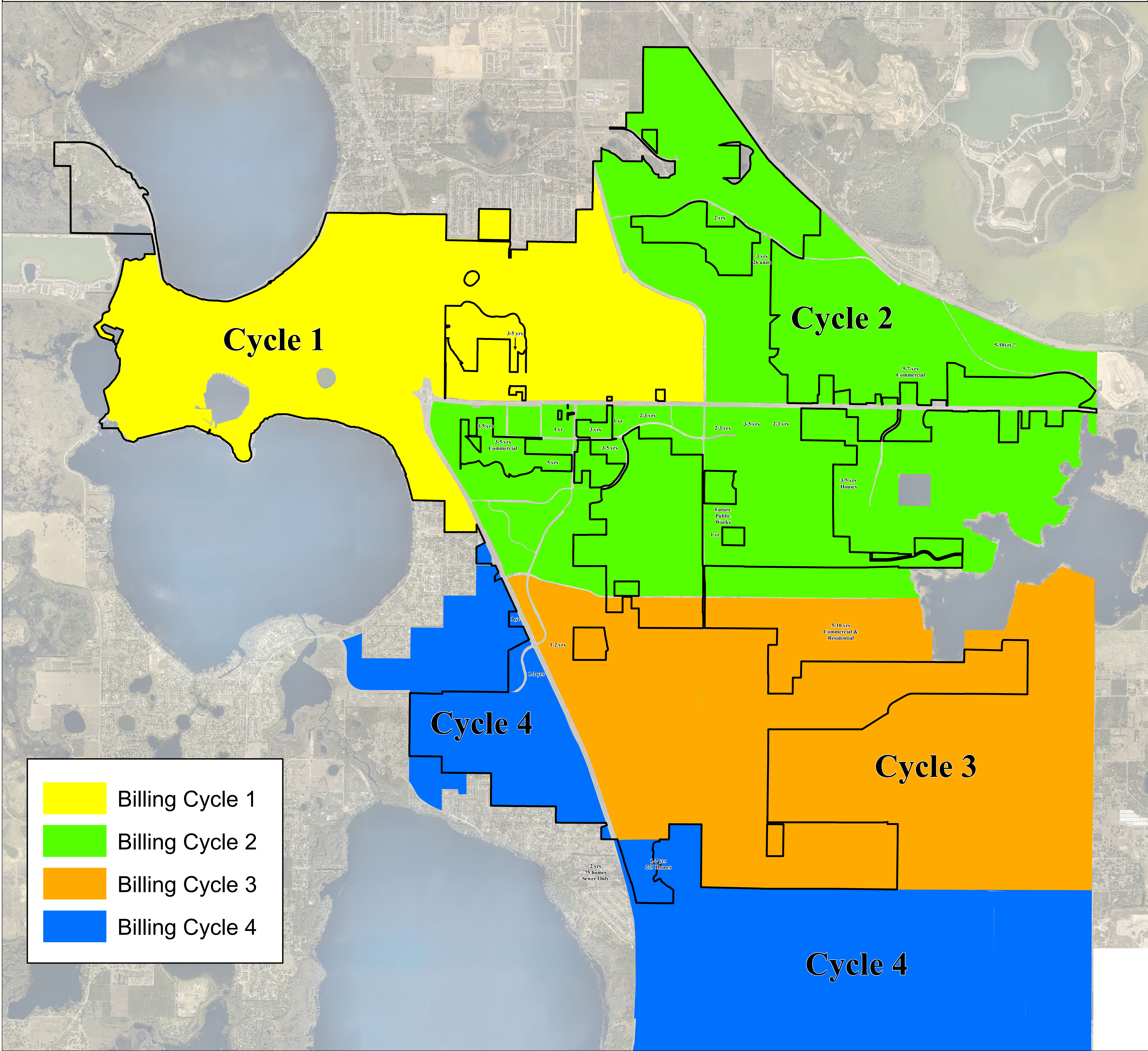
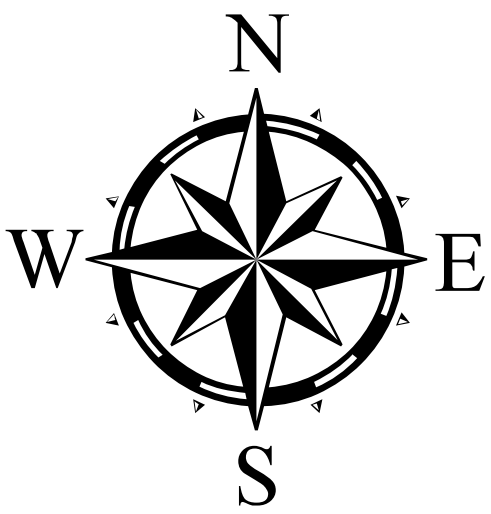
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Meeting Date		
Tuesday, June 26, 2018		
Agenda Item Name		
Utility Billing Multi-Cycle Billing		
Requested Action		
Request approval of Utility Billing Multi-Cycle Billing Process starting in September 2018.		
Staff Report		
Currently, all utility billing customers receive their bills at the same time each month, which often results in long lines and high call volume at our Utility Billing Customer Service Office at City Hall. Based on our ongoing effort to provide exceptional service to our customers, staff is requesting approval to change to a Multi-Cycle Billing Process where customers receive their bills throughout the month, based on their service address (see attached cycles map). Customers will still only receive their bill once a month. In addition, bill due dates, direct debit processing dates and second notices processing dates will change as well (see attached schedule of dates). Most customers will receive their bills earlier in the month and all customers will have additional time to pay their bills. The proposed billing process was discussed with the City Council at the May 15 workshop. Inserts notifying customers of these changes will be included in all utility bills received at the end of July and August. The new processing cycles are proposed to go into effect in September.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city is anticipated.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Multi-Cycle Processing Dates - 6-15-18	Multi-Cycle Processing Dates - 6-15-18.pdf	
2. Utilities_Billing_Cycles Map - 6-15-18	Utilities_Billing_Cycles Map - 6-15-18 .pdf	

City of Clermont
Proposed Utility Billing Multi-Cycle Billing Processing Dates
September 2018

	<u>Current</u>	<u>Cycle 1</u>	<u>Cycle 2</u>	<u>Cycle 3</u>	<u>Cycle 4</u>
Customers					
> Current	18,102	5,671	5,087	5,118	2,226
> Future	32,353	6,132	8,210	5,710	12,301
Regular Bills Received by Customers	Sept 27	Sept 17	Sept 23	Sept 29	Oct 5
Regular Bills Due in the following month	Oct 10	Oct 12	Oct 18	Oct 24	Oct 30
Second Notices Mailed with Late Fees	Oct 15	Oct 13	Oct 19	Oct 25	Oct 31
Days Between Received and Late Fee Applied	17	25	25	25	25

Utility Billing Cycles



	Billing Cycle 1
	Billing Cycle 2
	Billing Cycle 3
	Billing Cycle 4