



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 24, 2015**

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. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Irish American Heritage Month

PRESENTATIONS

2014 Plant Operations Excellence Award

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 - Meeting Minutes

Consider request to approve minutes of the October 28, 2014 Regular Council meeting.

Item No. 2 - Contract Award and Budget Amendment

Consider request to piggyback City of Lakeland contract with Bartow Ford to replace one police vehicle and a budget amendment in the amount of \$35,000.

Item No. 3 - Contract Award

Consider request to piggyback the City of St. Petersburg contract with Layne Inliner, LLC. to provide sanitary sewer cleaning services.

Item No. 4 - Bid Award

Consider approval of Request for Proposals award to Affordable Lock & Security Solutions to provide all labor, material and equipment necessary for security cameras on an as-needed basis.

Item No. 5 - Utility Service Agreement

Consider request for water service to a single family home owned by the Yahmom Investment Corp.

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|-------------------------------------|---|
| Item No. 6 - Interlocal Agreement | Consider approval of Interlocal Agreement between the City of Clermont and Lake County for use and reimbursement of State funds for the South Lake Regional Water Initiative Group's Regional Water Planning Study. |
| Item No. 7 - Interlocal Agreement | Consider approval of Interlocal Agreement for a consultant to oversee water supply and infrastructure studies for the South Lake Regional Water Initiative Group. |
| Item No. 8 - Easement Agreement | Consider approval of easement to Duke Energy for the underground power lines required for Lake Hiawatha 1B construction. |
| Item No. 9 - Resolution No. 2015-05 | Consider request to approve agreement with the Florida Department of Transportation for landscape maintenance related to the State Road 50 and US Highway 27 improvements. |
| Item No. 10 - Event Request | Consider approval of Downtown Clermont Merchants "Vintage Market" event request and road closure in Downtown Clermont. |
| Item No. 11 - Event Request | Consider "Taste of Caribbean & Jerk Festival" event request from the Caribbean American Association of Lake County to include alcohol sales and South Lake Trail closure. |

NEW BUSINESS

- | | |
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| Item No. 12 - Waterfront Splash Pad | Consider approval of proposed operational dates, times, fees and staff. |
| Item No. 13 - Resolution No. 2015-04 | Consider request for a Conditional Use Permit to allow an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district at Westgate Plaza. |

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| Item No. 14 - Resolution No. 2015-06 | Consider request to use the uniform method of collection for a non-ad valorem fire fee assessment and to approve agreements with the Lake County Property Appraiser and Tax Collector. |
| Item No. 15 - Ordinance No. 2015-08; <i>Introduction</i> | Consider introduction of Ordinance to change City Code to allow City Council to set the meeting schedule for the Planning and Zoning Commission. |
| Item No. 16 - Ordinance No. 2015-16; <i>Introduction</i> | Consider introduction of Ordinance to allow a non-exclusive garbage franchise agreement with Good Fella's Roll Off Waste Disposal, Inc. |

ADJOURN

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
Proclamation

Whereas, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

Whereas, Irish Americans helped to fashion a system of government for our young nation; and

Whereas, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

Whereas, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

Whereas, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

Whereas, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans;

Now, Therefore, I, Gail L. Ash, Mayor of Clermont, Florida, do hereby proclaim the month of March 2015 as

Irish American Heritage Month

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 24th day of February in the year of 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
2014 Plant Operations Excellence Award		
Requested Action		
Staff Report		
Each year, the Department of Environmental Protection presents awards to domestic wastewater and drinking water facilities around the State that demonstrate excellence in operation, maintenance, innovative treatment, waste reduction, pollution prevention, recycling, or other special achievements. These awards are presented to recognize facilities that demonstrate a special commitment to excellence in management through dedicated professionalism. I am very pleased to announce that, for the third year, the City of Clermont East Water System has been selected to receive the Plant Operations Excellence Award from the Florida Department of Environmental Protection in recognition of outstanding water treatment plant operation, maintenance, and compliance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2014 Plant Operations Excellence Award CD Clermont East 3354779.pdf		



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

CLIFFORD D. WILSON III
INTERIM SECRETARY

December 15, 2014

Mr. Bob Reed
breed@clermontfl.org
Assistant Director of Environmental Services
City of Clermont East Water System
3335 Hancock Road
Clermont, FL 34711

Dear Mr. Reed:

I am very pleased to announce that City of Clermont East Water System (3354779) has been selected to receive a 2014 Plant Operations Excellence Award from the Department of Environmental Protection (DEP) in recognition of outstanding treatment plant operation, maintenance, and compliance.

The award will be presented at a ceremony to be held at a Florida Rural Water Association seminar called Focus on Change. The seminars will take place in Panama City, Lake City, Ocala, Haines City, Punta Gorda, and Tamarac. **Your award will be presented on Wednesday, January 28, 2015, during the morning general session of the seminar at Marion County Agricultural Center, 2232 N.E. Jacksonville Road, Ocala, Florida.** The details of the award ceremony will be available shortly at <http://www.frwa.net/>. I hope that you and/or representatives from your facility will be able to attend.

Congratulations! We look forward to seeing you on January 28, 2015. If you have any questions, please contact Trevor Noble at (850) 245-8635 or via email at trevor.noble@dep.state.fl.us. While it is not required to RSVP for the event, it would be appreciated if you could let us know in advance how many people plan on attending.

Sincerely,

Mark P. Thomasson, P.E.
Director
Division of Water Resource Management

MT/vh

cc: Jeff Prather, Director, DEP Central District Office, jeff.prather@dep.state.fl.us
Lisa Kelley, DEP Central District Office, lisa.kelley@dep.state.fl.us
Chris Ferraro, DEP Central District Office, chris.ferraro@dep.state.fl.us

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 28, 2014

The Clermont City Council met in a regular meeting on Tuesday, October 28, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00 pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Reverend Drew Marshall; South Lake Presbyterian Church, gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Florida League of Cities

John Ligon; Florida League of Cities, read a Resolution from the Florida League of Cities Board of Directors and presented the John Land Years of Service Award to Mayor Turville for his 30 years of dedicated service. Mayor Turville thanked the public for the opportunity to serve the citizens of Clermont.

Finance Director VanZile presented the Government Finance Officers Association Certificate of Excellence Award the City received for the 26th consecutive year. The City was one of the first in Lake County to receive the award in 1987. The Government Finance Officers Association reports only 46 percent of the cities of similar size and population nationwide have received the award. In addition, only 27 percent of the cities nationwide that received the award have received it for 25 or more consecutive years. He presented the plaque to Regina Frazier; Assistant Finance Director, and Lacy Smith-Castillo; Accountant, who are primarily responsible for the preparation of the Comprehensive Annual Financial Report.

PROCLAMATIONS

City Clerk Ackroyd read the Cooper Memorial Library 100th Anniversary Proclamation aloud. Boyd Bruce received the proclamation on behalf of the Cooper Memorial Library.

Ann Dupee invited all to attend the anniversary celebration at 11am on November 8 at the library.

Mayor Turville announced the following requested changes to the agenda:

Staff requested tabling Item 4; Management Agreement, to the November 12 meeting.

Council Member Mullins moved to table Item 4 to November 12; seconded by Council Member Bates. The motion passed with all members present voting aye.

The applicant requested tabling Item 19; Resolution 2014-35, to the December 9 meeting.

Council Member Goodgame moved to table Item 19 to December 9; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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PUBLIC COMMENTS

Fred Sommer commented Sommer Sports wrapped up their 31st season and thanked the City of Clermont, Events Coordinator Dudeck, Parks and Recreation Director Teske, the Police Department, and the Fire Department. He extended appreciation to Mayor Turville for his support over the years.

Ardella Barron requested an update on a location for a senior center in Clermont. City Manager Gray stated rooms have been dedicated at the Arts and Recreation Center and the development of a seniors program is in progress. Council Member Bates commented he spoke to the Senior Resource Alliance center and funding may be available to assist with developing senior programs.

Allen Byrd commented Family Physicians Group will donate all the equipment, computers, televisions and other items to the City for the senior center.

Aaron Nickerson; Clermont Fire Department, announced the Fire Department is selling pink shirts for breast cancer awareness month, with the proceeds going to a Lake County firefighter whose son has leukemia.

Alison Strange stated PFX Athletics has over 275 teams registered for the upcoming spring softball games. She announced a rowing regatta will be held on November 8 and 9.

Orlando Ruiz; representing Well Care Health Plan, extended to the City the opportunity for Well Care Health Plan to sponsor senior events.

Milton Thompson; Caribbean-American Association of Lake County Club, thanked Mayor Turville for his support over the years.

REPORTS

City Manager Gray reported Election Day will be held on November 4 for Seats 3 and 5. The next Council meeting has been scheduled for Wednesday, November 12 due to the Veterans Day holiday. The Lake Hiawatha Park grand opening will be held on November 15 at 10am. A Special Meeting will be held on November 18 at 6pm to swear in the new Council Members for Seats 1, 3 and 5. The Code Enforcement Board meeting has been rescheduled for November 19 at 6pm.

Staff will advertise the openings for volunteers to serve on the Planning and Zoning Commission and Code Enforcement Board. The appointments will take place at the December 9 meeting.

City Manager Gray stated he attended the Lake County Board of County Commissioners meeting and they unanimously voted to move forward with the Interlocal Service Boundary Agreement the City Council originally approved in June. The final vote will be on December 2.

City Attorney Mantzaris – No report.

Council Member Bates congratulated Carlos Solis on his successful event at the Arts and Recreation Center.

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Council Member Goodgame stated the Economic Development Tourism Board reported tourism revenues were up 13.6 percent from last year and the August 2014 revenues were up 8.5 percent. He reported several traffic signals have countdowns for pedestrians to cross the street which are not functioning properly and requested staff contact the Florida Department of Transportation.

Council Member Mullins reported the Greater Clermont Cancer Foundation Music Festival was successful. The Taste of South Lake event will be held at Waterfront Park on November 6 and Music on Montrose and the Food trucks would be at City Hall Park on November 7.

Council Member Van Wagner requested clarification regarding the space allotment, availability date, and usage fee for the senior center. City Manager Gray stated at least 1,600 square feet is available for their use at no expense.

Mayor Turville encouraged the public to visit the website to review events happening in the community.

Public Information Officer Bloodsworth commented events are listed on the back of the monthly utility bill and the ClermontARC.com website lists weekly events.

CONSENT AGENDA

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

Item No. 1 - Contract Award

Consider request to piggyback the City of Titusville contract with Layne Inliner, LLC to provide sanitary sewer system improvements.

Item No. 2 - Contract Award

Consider request to piggyback the Lake County Board of County Commissioners contract with A1 Assets, Inc. to provide recycling services of end of life electronics.

Item No. 3 - Contract Award

Consider request to purchase twenty-five vehicles for four City Departments from the Florida Sheriff's Association contract in the total amount of \$596,633.

Item No. 4 - Management Agreement

Consider request of Lake County Rowing Associations Management Agreement for the Clermont Boathouse.

Item No. 5 - Utility Service Agreement

Consider request for sewer service for the Louisa Vista development.

Item No. 6 - Board Appointment

Consider request to appoint Jason Sayre as fifth member to the Police Officers Pension Board.

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Item No. 7 - Committee Appointment

Consider request to appoint John E. Kruse as an alternate to serve on the Metropolitan Planning Organization's Technical Advisory Committee.

Item No. 8 - Purchase Approval

Consider Fire Department request to purchase boat and trailer in the amount of \$121,550.

Item No. 9 - Purchase Approval and Budget Amendment

Consider Fire Department request to purchase reporting/records management software in the amount of \$30,683 and a budget amendment in the amount of \$19,316.

Item No. 10 - Plat Approval

Consider request to approve the final plat for Harvest Landing.

Item No. 11 - Employee Group Medical Plan

Consider request to approve changes to the Employee Group Medical Plan.

Terry Pitt pulled Item No. 8 and inquired about the necessity for the boat. Assistant Fire Chief Johnston presented the City's water rescue needs, current and potential capabilities, and the importance of the boat to the community. Currently the Fire Department can only perform rescues from the shore and relies on contacting Groveland and the Lake County Sheriff's Office for assistance, which increases response time. The navigable waterways boat allows for a safe, quick, and efficient method of water rescue operations; including rescuing multiple victims at the same time. The boat for un-navigable waterways is an inflatable, light weight boat which can be quickly deployed for rescue. The expenditures are included in the current budget.

City Manager Gray commented water events have increased and more boaters are on the lakes. The City of Clermont does not have jurisdiction, however the City is dispatched to respond to water emergencies. The expense is funded through Fire Impact Fees, which can only be used for capital expenditures.

Mayor Turville inquired why the purchase was sole sourced. City Manager Gray stated the design is patented and cannot be produced by another manufacturer.

Mayor Turville commented he was opposed due to the cost, life expectancy of the boat, and lack of jurisdiction.

Mayor Turville expressed concern regarding the City assuming responsibility becoming a liability to the City. City Attorney Mantzaris commented municipalities which provide public services based on available resources do not have additional risk from a liability perspective.

Mayor Turville opened the public hearing.

Jim Purvis, Alison Strange, Fred Sommer, Paul McPherson, Mike Corradino, and Aaron Nickerson spoke in support of the request.

Terry Pitt suggested Council table the request for more public input.

Mayor Turville closed the public hearing.

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Council Member VanWagner inquired about an incident regarding Groveland's rescue boat. Assistant Fire Chief Johnston commented there was a boat in distress and Groveland's boat was not suitable due to inclement weather.

Council Member Bates questioned if similar boats without the same technology were considered. Assistant Fire Chief Silvestris replied other rescue boats were considered, however the boat requested has different platforms which provide the safest means to reach, secure, and properly load a patient.

Council Member Mullins commented the boat was an investment in the future.

Council Member Bates was in agreement and suggested staff research possible grants or partnering with other agencies.

Council Member Mullins moved to accept Consent Agenda Item 8 and purchase the boat, trailer, and motor; seconded by Council Member Bates. The motion passed 4 to 1 with Mayor Turville opposed.

Council Member Mullins moved to accept the balance of the Consent Agenda; seconded by Council Member Goodgame. The motion passed with all members voting aye.

UNFINISHED BUSINESS

Item No. 12 - Lease Agreement

Economic Development Director Hitt presented the agreement with the Clermont Garden Club. The Clermont Garden Club has requested four changes to the agreement. The changes included a Garden Club Member being available for contact during third party rentals, music after 11pm not audible outside the structure, deleting 6(d), and allowing the City access to the premises after 24 hour written notice.

Attorney Jimmy Crawford was present on behalf of the Garden Club. He stated the Garden Club was agreeable to change the City access requirement to the premises to reasonable notice instead of 24 hour written notice and requested the remaining changes be approved as written.

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

Mayor Turville expressed concern regarding the notice to access the premises portion of the agreement. City Attorney Mantzaris commented the landlord-tenant relationship is a unique situation. Technically the City leases the property from Lake County and subleases the land to the Clermont Garden Club. The Clermont Garden Club has a structure on the land; therefore the City is the landlord. There could be potential situations which would require the City to be in the building for the protection of the entire premises.

Mayor Turville inquired if staff was willing to assume responsibility for approval of alcohol consumption on the premises.

City Manager Gray stated approvals could be handled as with other City facilities; outdoor events and events involving liquor approved by the City Council and indoor events with beer and wine approved by the City Manager.

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Attorney Jimmy Crawford commented since the 1970s, the Clermont Garden Club has rented the facility and allowed alcohol. The Clermont Garden Club has an ongoing lease with the City and if alcohol was not included in the agreement, then the Clermont Garden Club will continue with the old lease.

Ruth Weber; member of the Clermont Garden Club, stated only beer and wine have been served inside the clubhouse and requested this be part of the lease.

Becky; member of the Clermont Garden Club, commented there is a gazebo outside and requested beer and wine consumption be allowed at the gazebo.

Council Member Mullins suggested allowing alcohol outside until 7pm. Attorney Crawford stated the Clermont Garden Club was in agreement.

Mayor Turville suggested leaving the alcohol consumption as is currently handled.

Council Member Goodgame suggested striking 'if needed' from 6(a) and striking music must be contained inside the building.

City Attorney Mantzaris commented the agreement does not address music played outside the building. The language states after 11pm the neighbors should not hear music from the facility.

Council Member Goodgame inquired about parking. City Manager Gray commented staff was still pursuing parking options. City Attorney Mantzaris stated parking cannot be addressed at the current meeting.

Mayor Turville requested an overview of the amendments regarding the agreement.

City Attorney Mantzaris stated the four items were (1) a Clermont Garden Club member will be available for immediate contact during events (2) music should not be heard from the facility after 11pm (3) delete 6(d) relating to alcohol use, and (4) the City providing reasonable prior notice before entering the property.

City Attorney Mantzaris advised when the Clermont Garden Club building was constructed, the City believed it owned the property. After or during construction it was determined Lake County owned the property and leased the property to the City. City Attorney Mantzaris recommended the City end the lease with Lake County.

Council Member Mullins moved to execute the lease agreement with the Garden Club as amended; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 13 - Ordinance No. 2014-23; Final

City Clerk Ackroyd read Ordinance 2014-23 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, increasing the monthly pension benefit amounts for retirees/beneficiaries currently receiving benefits from the City of Clermont General Employees Defined Benefit Retirement Plan; providing for severability of provisions, repealing all Ordinances in conflict herewith; and providing an effective date.

Finance Director Van Zile stated there were nine retirees receiving monthly pension benefits. The retirement plan does not provide for annual cost of living adjustments. In lieu of cost of living adjustments, the City had periodically increased the monthly benefit amount by \$2.00 a year. The City provided this increase in 1993, 2001 and 2004. Due to the length of time since the last increase, staff is requesting the same monthly increase for current retirees retroactive to January 1, 2014. The monthly increase will not increase the City's contribution expenses.

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

Council Member Mullins moved to approve Ordinance 2014-23; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

Item No. 14 - Ordinance No. 2014-36; Final

City Clerk Ackroyd read Ordinance 2014-36 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, increasing the monthly pension benefit amounts for retirees/beneficiaries currently receiving benefits from the City of Clermont Police Officers Defined Benefit Retirement Plan; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing for an effective date.

Finance Director VanZile stated the Ordinance was based on the same concept as Ordinance 2014-23 and applied to 15 retired police officers. The monthly increase would raise the City's contribution expenses by approximately \$7,100.00 per year.

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

Council Member Goodgame moved for adoption of Ordinance 2014-36; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

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Item No. 15 - Ordinance No. 2014-28; Final

City Clerk Ackroyd read Ordinance 2014-28 aloud by title only.

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.

Senior Planner Kruse presented the request for a Future Land Use Map amendment to change from Medium-Density Residential to Downtown Mixed-Use for the property located on the south side of West Minneola Avenue and west of 11th Street. Staff recommended approval of the Future Land Use Map amendment.

Richard Lemley; representing owners L & Jim Properties, LLC, was present and requested approval.

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

Council Member Goodgame asked what type of development was planned. Senior Planner Kruse replied the proposed project would be a four-unit, multi-family development such as a townhome or rental unit.

Council Member Mullins inquired what the City's density requirement was for townhomes. Senior Planner Kruse stated the density requirement was 12 units per acre.

Council Member Goodgame moved for the adoption of Ordinance 2014-28; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Items 16 and 17 were heard concurrently and voted on separately.

Item No. 16 - Ordinance No. 2014-29; Final

City Clerk Ackroyd read Ordinance 2014-29 aloud by title only.

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.

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Item No. 17 - Ordinance No. 2014-33; Final

City Clerk Ackroyd read Ordinance 2014-33 aloud by title only.

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.

Senior Planner Kruse presented Ordinance 2014-29 and Ordinance 2014-33. The owner requested a Future Land Use Map amendment to change the future land use from Office to Commercial for the property located on the north side of State Road 50 between 4th Street and 2nd Street. Staff recommended approval of the Future Land Use Map amendment.

The owner requested a zoning change from C-1 Light Commercial to C-2 General Commercial. The owner indicated the proposed zoning change would allow for developing a used car sales lot. The C-2 district is intended for full-scale retail sales and services and allows uses such as lounges, laundries, hotels and motels, convenience stores, and gas stations. Staff commented the C-2 zoning district does not fit the character of the surrounding community and is not compatible with the area. Staff recommended denial of the rezoning request.

Brian Dermott was present on behalf of the applicant.

Mayor Turville opened the public hearing.

Jim Purvis and Hope Lamb spoke in opposition of the request.

Mayor Turville closed the public hearing.

Mayor Turville expressed concern with the request.

Council Member Bates, Mullins, and VanWagner each stated they met with the applicant prior to the meeting.

Council Member Bates requested to view a rendering of the proposed structure. Mr. Dermott presented and described the proposed structure.

Council Member Goodgame inquired if a proposed building; under a C-2 rezoning, would come before Council for approval. Senior Planner Kruse stated the use was allowed in a C-2 district and would not come before Council.

Mr. Dermott requested Council table the request and allow the applicant to return with a revised plan.

City Attorney Mantzaris suggested Council approve the Future Land Use amendment and provide a 90-day continuance for the rezoning.

Council Member Mullins moved to adopt Ordinance 2014-29; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

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Council Member Goodgame moved to table Ordinance 2014-33 to Jan 27, 2015; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 18 - Ordinance No. 2014-34; Final

City Clerk Ackroyd read Ordinance 2014-34 aloud by title only.

An Ordinance of the Code of Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 118 Vegetation, Section 118-35 Maintenance and Pruning; providing for codification; severability; effective date; and publication.

Planning Manager Henschel presented the Ordinance to clarify language in the landscape code regarding canopy trees. The existing code does not address removal of canopy trees damaged by severe pruning if there are additional canopy trees on the property which meet or exceed City Code. The proposed changes would allow the “sub-standard” canopy tree to remain.

Mayor Turville suggested examining the intent of the tree ordinance and consider including a threshold for the number of “sub-standard” canopy trees allowed.

Mayor Turville opened the public hearing.

Jim Purvis spoke in opposition of the Ordinance.

City Manager Gray suggested staff withdraw the Ordinance.

Mayor Turville suggested Council consider hearing individual appeals as they occur and not adopt the Ordinance.

Council Member Goodgame moved to table Ordinance 2014-34 to December 9; seconded by Council Member Mullins. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 20 - Ordinance No. 2014-35; Introduction

City Clerk Ackroyd read Ordinance 2014-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 60 foot right-of-way easement for Disston Avenue lying south of State Road 50 and north of Almond Street as recorded in the plat of Clermont Heights Plat Book 4 Page 1 Public Records of Lake County, Florida; repealing all Ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Council Member Mullins moved to introduce Ordinance 2014-35; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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Item No. 21 - Ordinance No. 2014-37; Introduction

City Clerk Ackroyd read Ordinance 2014-37 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, related to medical marijuana dispensaries amending the Land Development Code of the City of Clermont by amending Section 82-12, "Land Use Definitions" providing for definitions of marijuana and marijuana dispensaries and amending Section 122-264 "M-1-Conditional Uses" providing medical marijuana dispensaries shall require a conditional use; setting forth standards and regulations for medical marijuana dispensaries; and providing for conflict, severability, codification and an effective date.

Council Member Goodgame moved to introduce Ordinance 2014-37; seconded by Council Member Bates. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 10:06pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Contract Award and Budget Amendment		
Requested Action		
Move to approve City of Lakeland piggyback contract with Bartow Ford to replace one police vehicle and a budget amendment in the amount of \$35,000.		
Staff Report		
The Purchasing Division and the Police Department recommend approval of the above action. At the request of the Police Department, the Purchasing Division sought a contract from the City of Lakeland to purchase one police interceptor vehicle. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1502-002 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 Division received no interest. Based on this, staff recommends that Council approve to piggyback the City of Lakeland contract. The City of Lakeland contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. Vehicle 2195 (vin 1FAHP2MK5EG185432) was a 2014 Ford interceptor patrol unit that was involved in a traffic accident on November 24, 2014 and was determined by the insurance company to be a total loss. Insurance payment for the totaled vehicle was \$24,107. The Police Department is requesting a budget amendment in the amount of \$35,000 to replace the vehicle by utilizing the City of Lakeland contract. The contract price of the actual vehicle is \$31,986. The remaining balance of \$3,014 will be utilized to install additional equipment such as police lights and other accessories.		
Additional Analysis		
Fiscal Impact Summary		
Vehicle replacement and insurance reimbursement not included in the current year approved budget. Budget amendment to the General Fund is proposed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$35,000.00	10521-66400	\$0.00
\$24,107.00	10366-36650	\$0.00
Exhibits Attached (copies of original agreements)		

1.	RFI 1502-002	RFI 1502-002.pdf
2.	City of Lakeland Contract Renewal	2015 Interceptor Extension Agreement.pdf



REQUEST FOR INFORMATION

Intent to Utilize the City of Lakeland Contract to Purchase Police Interceptor

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1502-002	ISSUED DATE: February 6, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 13, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 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 Division 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) Contract Number & Title: Bid Number 2290, Purchase of Ford Interceptor Marked Patrol Units.
- (b) Contractor(s): Bartow Ford
- (c) Length of Contract: Expires September 30, 2015.
- (d) City Department(s): Police.
- (e) Product or Service Provided: Provides for the purchase of one (1) 2015 Ford Interceptor Patrol Vehicle.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



Vision Statement
Lakeland— a vibrant, culturally inclusive world-class community.

**PUBLIC WORKS
FLEET MANAGEMENT**

FROM: Gary McLean, Fleet Manager

TO: Bartow Ford
2800 US Highway 98 N
Bartow, FL 33830
Attention To: Richard Weissinger

SUBJECT: Purchase of Ford Interceptor Marked Units, Extension of Agreement

DATE: May 21, 2014

The original agreement with the City of Lakeland for Purchase of Ford Interceptor Marked Units is expiring September 30, 2014. If you agree to extend your agreement's terms and conditions for fiscal year 2015 as stated in the original response to the request for proposal, please sign this memorandum and provide a scanned copy by e-mail or fax a copy to (863) 834-8730 within one (1) week of the date of this memorandum. Scanned copies can be sent to gary.mclean@lakelandgov.net via e-mail.

If you have any questions or concerns, please call me at (863) 834-8818.

Annual Contract For: Purchase of Ford Interceptor Marked Units, effective date:
October 1, 2012



Yes, I am in agreement to renew our contract for one additional year starting on October 1, 2014 and ending on September 30, 2015.



No, I am unable to renew our contract for one additional year.


(Signature and Title)

COMMERCIAL
FLEET SALES

5/22/14
(Date)

BID SHEET:

PURCHASE OF FORD INTERCEPTOR MARKED PATROL UNITS

**For the
CITY OF LAKELAND**

OCTOBER 2, 2012

BID NO. 2290

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name BARTOW FORD

Company Address 2800 US HWY 98 NORTH

City BARTOW **State** FL **Zip** 33830

Telephone (813) 477-0052 **Fax** (863) 533-8485

E-Mail Address THEFORDTRUCKGUY@GMAIL.COM

The following bid is in strict accordance with The City of Lakeland **Invitation to Bid No. 2290, dated October 2, 2012** and all attachments as referenced therein:

This Bid shall be **F.O.B. Delivered with Full Freight Allowed and a Total Firm Price** for all of the work outlined in **Sections 4, 5 and All Other Sections in the Attached Specification.**

A. Total Firm Bid Price for a FORD INTERCEPTOR MARKED PATROL UNIT as Outlined in Sections 4, 5 and All Other Sections in the Attached Specification:

\$ 31,986.00 Dollars

B. Total Amount Requested in Consideration for any Additional Cost of Insurance as Required for this Bid:

\$ 543,762.00

Written Out FIVE HUNDRED FOURTY THREE THOUSAND SEVEN HUNDRED SIXTY TWO **Dollars**

C. Total Amount Requested in Consideration for Acceptance of the City of Lakeland Indemnification Agreement. (Minimum amount shall be \$100.00):

\$ 543,862.00

Written Out FIVE HUNDRED FOURTY THREE THOUSAND EIGHT HUNDRED SIXTY TWO **Dollars**

D. Please State the Name and Location of the Branch Office that Services the Lakeland, Florida Area where Technical Expertise is Available:

<u>Name of Facility</u>	<u>Address</u>	<u>Telephone No.</u>
<u>BARTOW FORD</u>	<u>2800 US HWY 98 N BARTOW FL 33830</u>	<u>863-533-0425</u>

E. Additional Materials Over and Above the Written Scope of Work shall be Billed at Cost Plus 10 Percent (%) and Substantiated with Paid Invoices.

Note: This is not a time and materials contract. The cost plus material rate will only be utilized for materials purchased outside of the written scope of work and Owner approved in writing prior to ordering.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Move to approve piggyback contract between the City of St. Petersburg and Layne Inliner, LLC. to provide sanitary sewer cleaning services.		
Staff Report		
The Purchasing Division and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Division sought a contract from the City of Saint Petersburg to obtain sewer cleaning services. In accordance with the direction of City Council, the Purchasing Division issued Request for Interest (RFI) number 1511-005 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 Division received no interest. Based on this, staff recommends that Council approve to piggyback the City of Saint Petersburg contract. The City of Saint Petersburg contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The estimated annual expenditure for this contract is \$150,000.		
Additional Analysis		
Fiscal Impact Summary		
Contractual services are included in the FY 2015 approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1511-005	RFI 1511-005.pdf	
2. St. Petersburg Agreement	St Petersburg Agreement.pdf	
3. Contract	Contract.doc	



REQUEST FOR INFORMATION

Intent to Utilize the City of St. Petersburg Contract for Sanitary Sewer Cleaning Services

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1511-005	ISSUED DATE: November 21, 2014 NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>December 3, 2014 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd 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 Division 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) Contract Number & Title: IFB 77137 (BPA 181210), Sanitary Sewer Cleaning Services.
- (b) Contractor(s): Layne Inliner, LLC.
- (c) Length of Contract: Expires October 31, 2017.
- (d) City Department(s): Environmental Services.
- (e) Product or Service Provided: Provides sewer cleaning services for Environmental Services Department.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



City of St. Petersburg
BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
181210	0	20-OCT-2014

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

SHIP TO:
WATER RESOURCES CITY OF ST PETERSBURG 1650 3RD AVE N Saint Petersburg, FL 33713 United States

VENDOR:	VENDOR NO: 110758
LAYNE INLINER LLC 14413 62ND STREET NORTH Clearwater, FL 33760	

BILL TO:
FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

Description: Sanitary Sewer Cleaning
Effective: 01-NOV-2014
End Date: 31-OCT-2017
Buyer/Phone: Cynthia Brickey / 727-893-7026
Email: cindy.brickey@stpete.org
Vendor/Phone: RICHARD COOPER / (727) 524-8609
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 15
FOB: FOB Destination
Agreed Amount: \$1,950,000.00

Supplier Notes: This Agreement covers 913.81 Sanitary Sewer Cleaning effective November 1, 2014 through October 31, 2017 with 1/2 yr. renewal. Est. Annual Spend: \$650,000. Council approval dated October 16, 2014. This BPA supersedes BPA No. 157321.

LINE	DESCRIPTION	UCM	UNIT PRICE
1	913.81 Sanitary Sewer Cleaning	DOLLAR	1.00

State Sales Tax Exemption Number 85-8012740154C-1
Federal Employer ID Number 59-6000424


Procurement Director

City of St. Petersburg Blanket Purchase Agreement 131210

iSuppliers:

Please login and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Non-iSuppliers:

Please sign and return this page to the Purchasing Department, acknowledging acceptance of the terms and conditions of this agreement and all change notices.

Company Name: Layne Tinline, LLC

Address: 2531 Jewett Lane

Sanford, FL 32771

Authorized Signature: [Signature]

Date: 10/20/14

Return signed acknowledgement to:

City of St. Petersburg
Purchasing Department
Cynthia Brickey
PO Box 2842
St. Petersburg, FL 33731

Part A

Bid Forms

City of St Petersburg
Bid Form
Procurement & Supply Management

IFB Number: 7713
Issue Date: Tuesday, July 29, 2014
Date Due: Tuesday, August 26, 2014
Time Due: 3:00 p.m. ET

Buyer: Cindy Brickley, CPPB, FCCM
Phone: 727-893-7026
Fax: 727-892-5325
Email: cindy.brickley@stpete.org

Purchase Description:
913-81 Three-Year Contract for Sanitary Sewer Cleaning

Maximum Completion or Delivery Time: 30 (Days from receipt of order or notice to proceed)

Terms: 2%/10, Net 30 ☐ Net 30 ☒

Does this bid include the use of sub-contractors?

☐ Yes ☐ No

Is Bidder registered with the Florida Division of Corporations?

☒ Yes ☐ No

State of Incorporation INDIANA

Certified Small Business Enterprise (SBE):

☐ Yes ☒ No

(If Yes, complete: Form for Claiming Status as a Small Business Enterprise)

Warranty (Scope and Term): 1 Y.R. - Service Contract

Extended Warranty: (Scope, Term and Price): 1 Y.R. - Service Contract

Warranty response time: 24 Hours

Service Facility: 14413 63rd St. N., Okemos, FL 33740

Bidder acknowledges receipt of Addenda Number(s): 1 and

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of ninety-(90) days from the Bid Submittal Deadline, and at no time in case of successful Bidder.

The undersigned Bidder agrees to contract with the City of St. Petersburg to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will take in full payment the amount set forth herein.

LAYNE ENLIVER, LLC
Legal Name of Bidder

[Signature]
Authorized Signature

Date

8-25-14

D/B/A (if applicable)

2531 JEWETT LANE

Mailing Address (PO Box or Street)

2531 JEWETT LANE

Address

SANFORD, FL 32771

City/State/Zip

Print Name

MARK HARRIS V.P.

Title

Phone No.

407-472-0014

Cell No.

407-256-2979

Authorized Representative

MICHAEL CALVIN

Email

MIKE.CALVIN@LAYNE.CO

Type of Business

UNDERGROUND UTILITY

Federal ID No.

01-0684682

Bid Form

Purchasing and Materials Manager

Annual

Item No.	Description	Qty	Units	Unit Cost	Extended Cost
1	Traffic Control Including Maintenance of Traffic (MOT) plans for Collectors and Arterials, Pinellas County and FDOT roadways	50	EA	\$50.00	\$2,500.00
2	Temporary Setting Removable Pipe Plugs and Dewatering for CCTV Inspection - for sewer pipes with less than 18" inside diam.	30	EA	\$25.00	\$750.00
3	Temporary Setting Removable Pipe Plugs and Dewatering for CCTV Inspection - for sewer pipes with inside diam. greater than 18" through 24".	30	EA	\$125.00	\$3,750.00
4	Temporary Setting Removable Pipe Plugs and Dewatering for CCTV Inspection - for sewer pipes with inside diam. greater than 24" through 42".	30	EA	\$190.00	\$5,700.00
5	Temporary Setting Removable Pipe Plugs and Dewatering for CCTV Inspection - for sewer pipes with inside diam. greater than 42" through 60".	30	EA	\$250.00	\$7,500.00
6	Pump Around Pumping Setup for sewer pipes with inside diam. less than 12".	12	EA	\$50.00	\$600.00
7	Pump Around Pumping Setup for sewer pipes with inside diam. larger than 12" through 21".	10	EA	\$75.00	\$750.00
8	Pump Around Pumping Setup for sewer pipes with inside diam. larger than 21" through 30".	8	EA	\$100.00	\$800.00
9	Pump Around Pumping Setup for sewer pipes with inside diam. larger than 30" through 42".	6	EA	\$125.00	\$750.00
10	Pump Around Pumping Setup for sewer pipes with inside diam. larger than 42" through 60".	2	EA	\$150.00	\$300.00
11	Pump Around Pumping Operation for sewer pipes with inside diam. less than 12".	12	Day	\$25.00	\$300.00
12	Pump Around Pumping Operation for sewer pipes with inside diam. larger than 12" through 21".	10	Day	\$50.00	\$500.00
13	Pump Around Pumping Operation for sewer pipes with inside diam. larger than 21" through 30".	8	Day	\$75.00	\$600.00
14	Pump Around Pumping Operation for sewer pipes with inside diam. larger than 30" through 42".	6	Day	\$100.00	\$600.00
15	Pump Around Pumping Operation for sewer pipes with inside diam. larger than 42" through 60".	2	Day	\$150.00	\$300.00
16	Pipe Cleaning with less than 8" inside diam.	2,000	LF	\$1.50	\$3,000.00
17	Pipe Cleaning with an inside diam. equal to 8".	95,000	LF	\$1.00	\$95,000.00
18	Pipe Cleaning with an inside diam. equal to 10".	8,000	LF	\$1.00	\$8,000.00
19	Pipe Cleaning with an inside diam. equal to 12".	7,500	LF	\$1.50	\$11,250.00
20	Pipe Cleaning with an inside diam. equal to 15".	17,000	LF	\$1.75	\$29,750.00
21	Pipe Cleaning with an inside diam. equal to 18".	31,000	LF	\$2.00	\$62,000.00
22	Pipe Cleaning with an inside diam. equal to 21".	12,500	LF	\$2.25	\$28,125.00
23	Pipe Cleaning with an inside diam. equal to 24".	20,500	LF	\$3.00	\$61,500.00
24	Pipe Cleaning with an inside diam. equal to 27".	5,500	LF	\$3.50	\$19,250.00
25	Pipe Cleaning with an inside diam. equal to 30".	26,000	LF	\$5.00	\$130,000.00
26	Pipe Cleaning with an inside diam. equal to 36".	21,000	LF	\$6.00	\$126,000.00
27	Pipe Cleaning with an inside diam. equal to 42".	11,500	LF	\$7.00	\$80,500.00
28	Pipe Cleaning with an inside diam. equal to 48".	13,500	LF	\$8.00	\$108,000.00
29	Pipe Cleaning with an inside diam. equal to 54".	30	LF	\$10.00	\$300.00
30	Pipe Cleaning with an inside diam. equal to 60".	700	LF	\$10.00	\$7,000.00

Bid Form

Purchasing and Materials Manager

Item No.	Description	Annual Qty	Units	Unit Cost	Extended Cost
31	Specialty/Descaling Cleaning in sewer pipes with less than 18" inside diam.	100	LF	\$20.00	\$2,000.00
32	Root Removal in sewer pipes with less than 18" inside diam.	13,800	LF	\$0.50	\$6,900.00
33	Easement Access Additional for sewer pipes with less than 8" inside diam.	1,500	LF	\$0.50	\$750.00
34	Easement Access Additional for sewer pipes with inside diam. equal to 8".	74,500	LF	\$0.50	\$37,250.00
35	Easement Access Additional for sewer pipes with inside diam. equal to 10".	4,000	LF	\$0.50	\$2,000.00
36	Easement Access Additional for sewer pipes with inside diam. equal to 12".	2,500	LF	\$0.60	\$1,500.00
37	Easement Access Additional for sewer pipes with inside diam. equal to 15".	500	LF	\$0.60	\$300.00
38	Easement Access Additional for sewer pipes with inside diam. equal to 18".	1,000	LF	\$0.60	\$600.00
39	Easement Access Additional for sewer pipes with inside diam. Greater than 18".	1,000	LF	\$0.60	\$600.00
40	Annulus or other leak sealing/grouting at manhole connection for sewer pipes with inside diam. less than 18".	12	EA	\$100.00	\$1,200.00
41	Annulus or other leak sealing/grouting at manhole connection for sewer pipes with inside diam. equal to 18" but less than 30".	12	EA	\$300.00	\$3,600.00
42	Annulus or other leak sealing/grouting at manhole connection for sewer pipes with inside diam. equal to 30" but less than 42".	12	EA	\$400.00	\$4,800.00
43	Annulus or other leak sealing/grouting at manhole connection for sewer pipes with inside diam. equal to or greater than 42".	8	EA	\$500.00	\$4,000.00
Total:					\$860,875.00

Bidder shall indicate below if it will extend the same prices, terms, and conditions of its offer to other public agencies ☒ Yes ☐ No.

Bidder's response to this question will not be considered in award of Agreement. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City shall bear no responsibility or liability for the contracts.

AGREEMENT FOR
SANITARY SEWER CLEANING

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "CITY"), and Layne Inliner, LLC., 2531 Jewett Lane, Sanford, FL 32771 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Saint Petersburg, Florida through the public procurement process awarded Solicitation No. 12-B-003 for sanitary sewer system improvements;

WHEREAS, based on CONTRACTOR's response to Solicitation No. 7713 the City of Saint Petersburg entered into a contract for the provision of sanitary sewer cleaning services, contract number 181210;

WHEREAS, CITY desires to utilize the above-referenced awarded bid and CONTRACTOR's response thereto in accordance with CITY's procurement policy; and

WHEREAS, CONTRACTOR desires to enter into a contract with CITY based on the terms and conditions of the contract entered into with the City of Saint Petersburg.

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall provide sanitary sewer cleaning services as described in the City of Saint Petersburg contract attached hereto and incorporated herein as Exhibit "A" and shall do everything required by this Agreement and the other Agreement Documents contained in Contract number 181210 which are a part of these Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR. To the extent of a conflict between this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail and govern. In all instances the CITY purchasing policy, resolutions and ordinances shall apply.

ARTICLE II - THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in set forth in Exhibit 'A', attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect until October 31, 2017, unless terminated or renewed by the City of Saint Petersburg or as provided for herein.
2. Notwithstanding any other provision of this Agreement, CITY may, upon

written notice to CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to CONTRACTOR b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall provide all items in the timeframe as set forth in Exhibit "A" and the applicable purchase order or notice to proceed.

ARTICLE V - PAYMENTS

In accordance with the provisions fully set forth herein, CONTRACTOR shall submit a payment request by the third (3rd) day of each calendar month for items provided during the preceding calendar month. CITY shall make payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the CITY for services provided and accepted by the CITY.

ARTICLE VI – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's

Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

2. CONTRACTOR's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) CONTRACTOR's Comprehensive General, \$1,000,000 Each
(\$2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage
Combined Single Limit

(b) Automobile Liability Coverages, \$1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

(c) Excess Liability, Umbrella Form \$2,000,000
Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY
DAMAGE shall be amended to provide coverage on an occurrence basis.

3. SubCONTRACTOR's Public Liability and Property Damage Insurance - The CONTRACTOR shall require each of his subCONTRACTORS to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subCONTRACTORS in his policy, as specified above.

4. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subCONTRACTOR under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE VIII - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Layne Inliner, LLC.
2531 Jewett Lane
Sanford, FL 32771
Attn: Mark Harris, V.P.

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE IX – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.
2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or

of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.

3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONTRACTOR.
6. Assignment. This agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.
7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.
8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
9. Records. CONTRACTOR expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. CONTRACTOR expressly agrees that it will comply with all requirements related to said law and that it will hold CITY harmless, including attorney fees and litigation costs, for any such disclosure related to Florida's Public Records Law.

ARTICLE X - AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

1. This Agreement

2. Purchase Order/Notice to Proceed
3. All documents contained in City of Saint Petersburg Contract number 181210 dated October 20, 2012 (Exhibit "A" hereto).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2015.

City of Clermont

Gail Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Layne Inliner, LLC.

By: _____

Title

Attest:

Corporate Secretary

(Name Printed or Typed)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Move to approve contract between the City of Clermont and Affordable Lock & Security Solutions.		
Staff Report		
The Purchasing Division and the Information Technology Department recommend approval of the above action. It is recommended that the Council approve and execute a term contract with Security Services of Tampa, Inc. d/b/a Affordable Lock & Security to provide all labor, material and equipment necessary to furnish and install security cameras on an as-needed basis. The initial term of the contract is three (3) years with up to three (3) additional one (1) year renewals at the option of the City. The Purchasing Division issued a Request For Proposal (RFP) number 15-007 on December 5, 2014 to establish an annual term contract to furnish and install network security cameras on an as-needed basis. Contractor is responsible for wiring, conduit, labor, equipment, and any other components necessary for a complete installation and tie-in to existing monitoring system. The RFP was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the solicitation. An evaluation committee composed of five (5) City staff members (four voting members and one non-voting member) reviewed, scored and ranked the proposals. Security Services of Tampa, Inc. d/b/a Affordable Lock & Security was the top ranked firm selected for their qualifications, knowledge and experience of network security cameras. The award recommendation is being made to the most qualified respondent Security Services of Tampa, Inc. d/b/a Affordable Lock & Security.		
Additional Analysis		
Fiscal Impact Summary		
The cost of specific security camera installations will be presented to the City Council for approval if necessary, in accordance with the Purchasing Policy.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP Evaluation Summary	RFP 15-007 Evaluation Summary.pdf	

2.	RFP Ranking Order	RFP 15-007 Ranking Order.pdf
3.	Ad	RFP 15-007 Ad.doc
4.	Contractor Agreement	Contractor Agreement.pdf



City of Clermont Shortlist Summary

RFP No. 15-007 PROJECT TITLE: External Security Cameras Furnish and Install Services

Meeting Location and Time:

February 2, 2015 at 10:00 A.M. 2nd Floor Conference Room

Selection Committee Members:

Dave Teske, Parks & Recreation Director

Don Dennis, Information Technology Director

Terry Dykehouse, Engineer

David VanDeverr, Assistant Public Works Director

Freddy Suarez, Purchasing Manager (non-voting member)

Short listed firms: Nutech Fire & Security, Affordable Lock & Security

The Evaluation Committee has chosen to meet with the shortlisted firms for further questions.

	Points Received	Points Received	Points Received	Points Received	Total Points
<u>Affordable Lock & Security</u>	71	70	62	69	272
<u>Convergint Technologies</u>	69	64	58	71	262
<u>Nutech Fire & Security</u>	72	70	61	74	277
<u>Saalex Information Tech.</u>	67	61	54	66	248



PURCHASING DIVISION

February 9, 2015

RFP 15-007, External Security Cameras Furnish and Install Services

After conducting interviews with the shortlisted companies, the following ranking order was established by the Evaluation Committee.

Company Name	Rank
Affordable Lock & Security Solutions	1
Nutech Fire & Security	2
Convergint Technologies	3
Saalex Information Technology	4

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to establish a term contract to furnish and install external network security cameras (RFP 15-007). All responses must be received prior to 2:00 P.M. on Thursday, January 22, 2015. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
December 11, 2014
December 19, 2014

**CONTRACTOR AGREEMENT FOR
SECURITY CAMERAS FURNISH AND INSTALL SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "OWNER"), and SECURITY SERVICES OF TAMPA, INC. d/b/a AFFORDABLE LOCK & SECURITY a Corporation authorized to conduct business in the State of Florida, 712 S. Hwy. 27, Minneola, FL 34715 (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, wiring, conduit, equipment, machinery, tools, and any other component necessary for complete installation and tie-in to existing monitoring system as described in the bid documents and specifications entitled:

RFP No. 15-007 External Security Cameras Furnish and Install Services

as prepared by Owner and its agents shall do everything required by this Contract and the other Contract Documents contained in the specifications, which are a part of these Documents.

ARTICLE II – TERM AND TERMINATION

1. This Contract shall take effect upon the date that it is last executed by the parties as set forth below and will continue in effect for three (3) years thereafter, whereupon it shall automatically expire, unless renewed by OWNER as provided herein. Any expiration or termination of this Contract, including any renewal term, shall continue to remain in full force and effect for the purposes of any warranty or guaranty period applicable to any order fulfilled by CONTRACTOR. OWNER at its sole option shall, upon written notice to CONTRACTOR, have the right to renew this contract for two (2) additional one (1) year terms. CONTRACTOR expressly agrees that the pricing as set forth in Exhibit A hereto, shall remain in effect and constant throughout the entirety of any and all renewal periods hereunder.
2. Either party may terminate this Agreement at anytime upon breach of the terms and conditions set forth herein by the other party. OWNER may at anytime and without cause upon thirty (30) days written notice terminate this Agreement for convenience. In the event of such termination for convenience, the OWNER shall

pay CONTRACTOR the amount set forth herein for any undisputed services provided prior to and up to the date of termination.

ARTICLE III - THE CONTRACT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful tender of the United States, and subject to addition and deductions as provided in the Contract Documents and the Unit Price Schedule, attached hereto and incorporated herein as Exhibit "A".

ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

1. The CONTRACTOR shall commence work within ten (10) calendar days after receipt of a Notice to Proceed or Purchase Order from OWNER.
2. The CONTRACTOR shall prosecute the work with faithfulness and diligence.
3. The CONTRACTOR further declares he has examined the sites of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such sites are correct and suitable for the work and he assumes full responsibility therefore. Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the OWNER'S representative and his/her decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the OWNER or by any agent or representative as in compliance with the terms of this Contract and/or of the Specifications covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and Specifications any and all of said work and/or materials

ARTICLE V - PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit a monthly invoice to OWNER for services provided in the prior month. OWNER shall make payment to CONTRACTOR on all undisputed invoices within thirty (30) calendar days after receipt thereof.

ARTICLE VI - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

ARTICLE VII – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
2. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
2. Contractor's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims

for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) Contractor's Comprehensive General, \$1,000,000 Each
(\$2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage
Combined Single Limit

(b) Automobile Liability Coverages, \$500,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

(d) The Owner and Contractor are responsible for the property owned or leased by each party. Owner and Contractor hereby waive all rights of recovery and subrogation against the other for damage of such property.

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. The Owner must be added as additional insured to the coverage provided under this provision.

3. Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

4. Owner's and Contractor's Protective Liability Insurance - The Owner shall procure and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & \$1,000,000 each (\$2,000,000 aggregate)
Property Damage Liability Occurrence
Combined Single Limit

5. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by

a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner for the indemnification provided herein.

ARTICLE IX - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Security Services of Tampa, Inc.
d/b/a Affordable Lock & Security
712 S. Hwy. 27
Minneola, FL 34715
Attn: Doug Hotaling, General Manager

OWNER: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE X – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by contractor.
6. Assignment. This agreement is personal to the parties hereto and may not be assigned by contractor, in whole or in part, without the prior written consent of city.
7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.
8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
9. Records. Contractor expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. Contractor expressly agrees that it will comply with all requirements related to said law and that it will hold city harmless for any such disclosure related to Florida's Public Records Law.

ARTICLE XI - CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

1. Contract Agreement
2. All documents contained in RFP No.: 15-007 External Security Cameras Furnish and Install Services and CONTRACTOR's January 22, 2015 response thereto, including any all addenda or amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2015.

City of Clermont

Security Services of Tampa, Inc.
d/b/a Affordable Lock & Security

Gail L. Ash, Mayor

Doug Hotelling General Manager
Print Name and Title

Date: _____

Date: 2-12-15

Attest:

Attest:

Tracy Ackroyd, City Clerk

Print Name and Title

EXHIBIT A

COST OF GOODS / SERVICES

To avoid naming every single part that can or could be used on an IP Surveillance Camera Installation including: Conduit, Straps, Poles, Wire, Tapcons, Metal Screws, fittings, connectors, keystones, RJ45 Plug ends etc. plus labor will be different from camera to camera so the best way to be fair on both sides in my opinion is to offer the best Time & Material Discount structure I can with **Guaranteed Same Day Response for Callback/Warranty/Repair work most of the time within 1 hour.** All in effort to hopefully earn this 3 year contract with the City that I live, work & eat in nearly everyday.

1. Labor Rate for IP Surveillance Installation or Repair: \$60 per hour
2. City will pay **MSRP Minus 10%** when an MSRP is available on parts, City will Pay **Cost Plus 10%** on Camera Software Licenses, when there is not an MSRP for example on Tapcons or Metal Screws etc. it will be on a case by case basis which we will provide an estimate for prior to commencement, However as a side note the average IP Camera Installation is \$225 which includes most of the above listed items.

9-5 Mon-Fri = Normal Business Hours

24-7 After Hours = Time + a half



Doug Hotelling

City of Clermont

Sony Surveillance Camera Discount Structure with Pricing

SNC-LIC32	COST (currently) \$3712.80 + 10%		\$4,084.08
SNC-XM632	MSRP \$798 -10%	QTY. 1-9	\$718.20
SNC-XM632	MSRP \$798 -12%	QTY. 10-20	\$702.24
SNC-XM632	MSRP \$798 -14%	QTY. 21+	\$686.28
SNC-XM631	MSRP \$498 -10%	QTY. 1-9	\$448.20
SNC-XM631	MSRP \$498 -12%	QTY. 10-20	\$438.24
SNC-XM631	MSRP \$498 -14%	QTY. 21+	\$428.28
SNC-EM632RC	MSRP \$1,269 -10%	QTY. 1-9	\$1,142.10
SNC-EM632RC	MSRP \$1,269 -12%	QTY. 10-20	\$1,116.72
SNC-EM632RC	MSRP \$1,269 -14%	QTY. 21+	\$1,091.34
SNC-EB632R	MSRP \$1,307 -10%	QTY. 1-9	\$1,176.30
SNC-EB632R	MSRP \$1,307 -12%	QTY. 10-20	\$1,150.16
SNC-EB632R	MSRP \$1,307 -14%	QTY. 20+	\$1,124.02

All Sony Surveillance Cameras & Accessories seen on Sony's website @ pro.sony.com under SECURITY > IPELA ENGINE IP CAMERAS will be available to the City of Clermont under the pricing structure listed above.

The Same Pricing Structure for other Related Parts such as a 14' Pole or Cat6 Wire etc. applies based on MSRP of any part required to complete the job.



THIS PRODUCT IS FOR PROFESSIONAL USE

LIMITED PRODUCT WARRANTY

• DFS-800 • DFS-900M • BKDF Accessories for DFS-900M	• Labor	One (1) year
• MPE-200	• Labor	One (1) year
• AWS-750 Anycast Touch	• Labor	One (1) year
Security Products		
PRODUCT MODEL SERIES	LIMITED WARRANTY COVERAGE PERIOD	
• SNC series Network Cameras • SNT series Video Servers • UNI accessories	• Labor • Parts	Three (3) years* (except SNC-Z20 & SNC-RZ30 which is warranted for one (1) year.) Three (3) years* (except SNC-Z20 & SNC-RZ30 which is warranted for one (1) year.) * Purchases on or after July 1, 2010. Purchases prior to July 1, 2010 are warranted for one (1) year.
• SSC series Video Camera	• Labor • Parts	Three (3) years Three (3) years except the camera lens which is warranted for one (1) year
• LMD series monitors	• Labor	One (1) year
• SSM-L22F1 • SSM-L24F1	• Labor • Parts	Three (3) years Three (3) years
• HSR, HSRA series Digital Video Recorder	• Labor • Parts	Two (2) years Two (2) years
• NSR Series Network Surveillance Recorder	• Labor	One (1) year
• YS, YT, SNCA, NSBK, RMM accessories	• Labor	One (1) year
Other Products		
PRODUCT MODEL SERIES	LIMITED WARRANTY COVERAGE PERIOD	
• DPT-S1	• Labor	One (1) year, exchange program included Product Warranty Inclusions • At Sony's cost, the exchange of a same or similar refurbished product for the defective unit within the standard warranty period will be provided.
• PCS-1/11/ TL30/TL50/ G50/70 Series/PCS-HG90 Videoconference Systems	• Labor	One (1) year
• FIU-710 Fingerprint ID Unit • FIUK-100 USB Serial Cable	• Parts	One (1) year on hardware only
• PCM-M10	• Labor	One (1) year, exchange program included
• Opsigate (CMDS-100)	• Labor • Parts	Three (3) years (hardware) Three (3) years (hardware) Product warranty inclusions • Hardware: Pass through from HP: 24/7 Four (4) hours response (hardware only) • Software: Sold with a mandatory 1, 2 or 3 year support pack
• Wired Professional Microphones	• Labor	One (1) year
• MDR Series Professional Headphones and Accessories	• Labor • Parts	90 days One (1) year
Discontinued Products		
PRODUCT MODEL SERIES	LIMITED WARRANTY COVERAGE PERIOD	
• DSR Recorder/Player • (Including MD Series)	• Labor • Parts	One (1) year One (1) year, except a) VTR Drum assembly, which is warranted for ninety (90) days, and b) DSR-85 VTR Drum Assembly, which is warranted for 1500 Drum rotation hours or ninety (90) days, whichever occurs first.
• DNW Recorder/Player	• Parts	One (1) year, except hybrid Hard Disk Drive which is warranty for five (5) years.

SECTION – J SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>Affordable Lock & Security Solutions</u>
Street Address:	<u>712 S. Hwy 27 Minneola FL 34715</u>
Mailing Address (if different):	
Telephone:	<u>352-394-0000</u>
Fax:	<u>352-394-5700</u>
Email:	<u>Doug@Affordablelock.com</u>
Payment Terms:	<u>100 % 30 days, net</u>
FEIN:	<u>59 - 3175405</u>
Professional License No.:	<u>00000</u>
Signature:	<u>[Signature]</u>
Date:	<u>1-19-15</u>
Print Name:	<u>Doug Hotaling</u>
Title:	<u>General Manager</u>
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION J

SNC-EM632R

Network Mini Dome Full HD Camera - E Series

SONY
make.believe

Outdoor IR Ruggedized 1080p/30fps Camera Powered by IPELA ENGINE™ EX Technology

- Maximum resolution of 1920 x 1080 pixels with the Exmor® CMOS sensor
- Extremely Wide Dynamic Range to 90dB achieved with View-DR® technology
- Minimum illumination of 0 lx in B/W (IR illuminator: ON) and 0.1 lx in Color (50 IRE @1/30 sec)
- Picture mode to help optimize picture quality in various applications
- H.264 (High/Main/Baseline Profile)/JPEG video codecs
- Operating temperature ranging from -40°F to +122°F (-40°C to +50°C)
- IK10-rated vandal-resistant and IP66-rated water-resistant/dust-tight features
- Image Stabilizer to help minimize the effect of camera shake or vibration to achieve less blurry images



MSRP \$1269

KEY FEATURES

- IPELA ENGINE™ EX signal processing system developed based on Sony's unique signal processing and intelligent video analytics technologies to provide unique features such as View-DR®, XDNR®, and DEPA™ Advanced technologies

IPELA
ENGINE EX

- Built-in IR (infrared) illuminators to assist capturing objects in the dark even under 0 lx up to 98 feet (30 m) (50 IRE) away
- View-DR - Sony's innovative wide dynamic range technology to capture objects clearly and adaptively even under very harsh, severe backlight or highlight conditions

View-DR



OFF



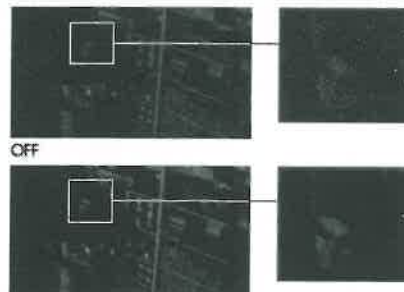
ON

Actual Images

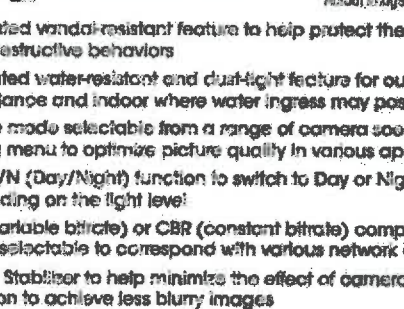
- Advanced IR technology to provide high-quality IR images without overexposure by using View-DR technology
- Visibility Enhancer (VE) to optimize the brightness and color reproduction of an image dynamically on a pixel-by-pixel basis while continuously adapting to the scene within the given dynamic range
- DEPA Advanced Intelligent Video Analytics to trigger an alarm based on user-defined rules



- XDNR (eXcellent Dynamic Noise Reduction) technology for clear images with virtually no motion blur under low illumination



OFF



ON

Actual Images

- IK10-rated vandal-resistant feature to help protect the camera from destructive behaviors
- IP66-rated water-resistant and dust-tight feature for outdoor surveillance and indoor where water ingress may pose an issue
- Picture mode selectable from a range of camera scenes in the setting menu to optimize picture quality in various applications
- True D/N (Day/Night) function to switch to Day or Night mode depending on the light level
- VBR (variable bitrate) or CBR (constant bitrate) compression mode selectable to correspond with various network conditions
- Image Stabilizer to help minimize the effect of camera shake or vibration to achieve less blurry images
- Easy Focus - allows installer/user to focus the camera remotely using a PC or locally
- Easy Zoom - allows installer/user to change field of view locally or remotely using a PC
- Easy initial network settings with supplied SNC Easy IP Setup Guide application
- Powered by IEEE 802.3af/IEEE 802.3at-compliant (PoE/PoE+) for easy installation
- Built-in HTML viewer compatible with most Smartphones
- ONVIF™ (Open Network Video Interface Forum) Profile S conformance software that ensures greater interoperability and more flexibility in building multiple-vendor systems

ONVIF S

Interior/Exterior W/IR
OPTION 1 Dome

IPELA™

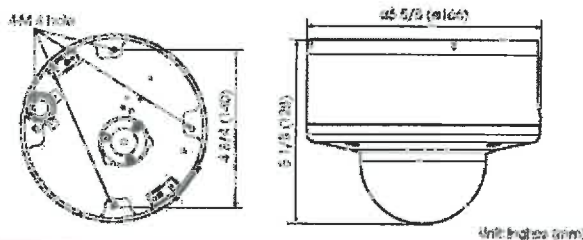
SPECIFICATIONS

Camera	
Image Sensor	1/2" Super-responsive sCMOS sensor CMOS sensor
Number of Effective Pixels	Absolutely 2.74 Megapixels
Signal System	BNC
Video System	Digital video interface
Minimum Illumination (0.0 lux)	Color: 0.1 lx @ F1.2 View DR CV-VE ON-AE ON 1/30 s 30 fps B/W: 0.01 lx @ maximum gain
Minimum Illumination (0.0 lux)	Color: 0.05 lx @ F1.2 View DR CV-VE ON-AE ON 1/30 s 30 fps B/W: 0.01 lx @ maximum gain
Dynamic Range	Equivalent to 8-bit with unique technology
Exposure Mode	More than 60 sets (Custom grid)
Gain	Auto
Shutter Speed	1/1 to 1/10000 s
Exposure Control	Electronic exposure control Auto Shutter speed lock
White Balance	AWB, WB-Pres, Fluorescent lamp, Mercury lamp, Sodium vapor lamp, Metal halide lamp, White LED, Daylight, Yell, Manual, studio, user-defined tone
Lens	
Lens Mount	N/A
Zoom Ratio	Optical zoom 4x
	Digital zoom 4x
	Total zoom 16x
Easy Focus Set Setup	Yes
Horizontal Viewing Angle	100° or 15.4°
Vertical Viewing Angle	69° or 12.9°
Viewing Tilt Angle	12.9°
Focal Length	f = 3.6 mm to 4.5 mm
F-number	F1.2 (Min) to F4.1 (Max)
Minimum Object Distance	300 mm
Pan/Tilt Rotation Angle (Manual)	Rotary 360°
	Tilt 7° to +75°
	Rotation ±90°
IR Illuminator	No (Wave length 850nm (typical), IR LED 20 (max))
IR Working Distance	30 m (50 feet)
Camera features	
Day/Night	True DNR
ePR	Yes
WDR	Slowly
Edge Detection	Yes/Any EdgeDetect
Noise Reduction	AFNR
Image Stabilizing	No
Picture Motion	Yes
Picture Masking (number)	20
Picture Masking (shape)	Quadrangle formed by one four corner points
Picture Masking (color/red)	Cyanus, 14 colors (Black, White, Red, Green, Blue, Cyan, Silver, Magenta, Gray, 6 shades), Black
Image Storage	No
Manual Exposure	4 to 0
Exposure Protection	YES
Superimpose Number	3 independent positions for character (Clock, Date & Time, Event, Real time, 64 characters), 1 independent position for logo marks
Superimpose Language	English
Main Language	English, Japanese, Chinese (Simplified), Chinese (Traditional), French, Spanish, German, Italian, Korean, Portuguese, Russian, Arabic, Hindi, Vietnamese, Thai
Smartphone viewer	
Video	
Resolution	1080 x 1080, 1280 x 720, 1024 x 576, 720 x 576, 720 x 480, 704 x 480, 640 x 480, 640 x 360, 360 x 240, 320 x 180, 320 x 160, 320 x 144, 320 x 120
Compression Format	H.264 (High Profile / Baseline Profile), JPEG
Maximum Frame Rate	2,048 / 30fps (1920 x 1080) 1,280 / 30fps (1280 x 720)
Alpha Compression Mode	ON/OFF selectable
Range of Bitrate Setting	64 Kbps to 32 Mbps
Scalability	Yes
Reliability Rule Control	N/A
Bandwidth Control	JPEG
Multi Streaming Capability	None streaming
Number of Clients	20
Intelligent Video Analytics	
Analytics Architecture	DEFA Advanced
Intelligent Motion Detection	Yes
Face Detection	Yes
Tamper Alarm	Yes
Scene Analytics	Passing, Intrusion, Left Object Detection, Removed Object Detection
Audio	
Compression Format	N/A
System Requirements	
Operating System	Windows® XP™ (32 bit), Professional Edition Windows® Vista™ (32 bit), Ultimate, Business Edition Windows® 7 (32/64 bit), Ultimate, Business, Enterprise Windows® 8 Pro (32/64 bit)
Processor	Microsoft® Windows 9.0 or higher Intel® Core™ i3 or better or higher
Memory	2 GB or more

[illegible]

Optional Mounts and Accessories	
Model	
SPRINGS	COORDED SPRING MOUNT (precision pendulum damp)
UNIMOUNTS	ROCKERSHIRT WALL MOUNT (without pendulum damp)
UNIMOUNT	CONCRETE ROCK
UNIMOUNT	CORNER ALUMINUM
UNIMOUNT	SOLE ADAPTER
UNIMOUNT/SHIRT	PIEDALIT CLAP
VIBRATING	PIEDALIT/SHIRT MOUNT

DIMENSIONS



4911

Sony Electronics Inc.
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S-IP2177-A (MK11068V1)

Printed in USA (3/14)

SONY

Interior/Exterior W/IR
OPTION 2 Bullet

SNC-EB632R

Network Fixed Full HD Camera – E Series

Outdoor IR Bullet 1080p/30 fps Camera
Powered by IPELA ENGINE™ EX Technology

- Maximum resolution of 1920 x 1080 pixels with the Exmor® CMOS sensor
- Wide dynamic range of 90 dB, achieved with View-DR® technology
- Minimum illumination of 0.1 lx in Color mode at 50 IRE
- Built-in IR (Infrared) illuminators to help provide clear B/W images in the dark even under 0 lx
- Advanced IR technology for high-quality IR images
- Image Stabilizer to help minimize the effect of camera shake or vibration
- IP66-rated water-resistant and dust-tight feature
- Operating temperature ranging from -22°F to +122°F (-30°C to +50°C)



IPELA

MSRP \$1307

KEY FEATURES

- IPELA ENGINE EX signal processing system developed based on Sony's unique signal processing and video analytics technologies to provide unique features such as View-DR, XDNR®, and DEPA™ Advanced technologies
- View-DR – Sony's innovative wide dynamic range technology – to capture objects clearly even under very harsh, severe backlight or high light conditions



OFF



ON

Actual Images

- Visibility Enhancer (VE) technology optimizes contrast and makes a scene more visible. It's ideal for scenes where objects are hard to recognize due to severe backlight or shadows. VE optimizes the brightness and color reproduction of an image dynamically on a pixel-by-pixel basis while continuously adapting to the scene
- XDNR (eXcellent Dynamic Noise Reduction) technology for clear images with virtually no motion blur under low-light conditions
- DEPA Advanced Intelligent Video Analytics to trigger an alarm based on user-defined rules such as passing (virtual border)
- Unique camera arm design to easily install the camera and easily adjust the viewing angle
- Easy Zoom/Easy Focus for easy installation
- Easy initial network settings by supplied SNC Easy IP Setup Guide application
- Power over ethernet capability - IEEE 802.3af compliant

- Built-in IR (Infrared) illuminators to assist capturing objects in the dark even under 0 lx, up to 98 feet (30 m) (50 IRE) away
- Advanced IR technology to provide high-quality IR images without overexposure, providing clear B/W images of close and distant objects



Without Advanced IR mode
(cannot identify close objects due to overexposure)



Advanced IR mode
(View-DR ON)

Actual Images

- Image Stabilizer to help minimize the effect of camera shake or vibration to achieve less blurry images
- IP66-rated water-resistant and dust-tight feature for outdoor surveillance or indoor where water ingress may pose an issue
- True D/N (Day/Night) function to switch to Day or Night mode depending on the light level
- Picture mode feature allows users to easily adjust camera settings based on scene requirements
- VBR (variable bitrate) capable of maximum bitrate setting or CBR (constant bitrate) compression mode selectable to correspond with various network conditions
- Smartphone viewer to display an image of the camera on the smartphone's screen and control the camera's pan, tilt, and zoom functions by simple touch-panel manipulation
- ONVIF™ (Open Network Video Interface Forum) Profile S-conformance firmware that ensures greater interoperability and more flexibility in building multi-vendor systems

IPELA
ENGINE EX

View-DR

DEPA

ONVIFS

SPECIFICATIONS

SNC-EB632R	
Camera	
Image Sensor	1/2.9" type progressive scan Exmor CMOS sensor
Number of Effective Pixels	Approx. 2.14 Megapixels
Signal System	NTSC/PAL (switchable)
Focus System	Internal auto-focus
Minimum Illumination (50 IRE)	Color: 0.1 lx (F1.2, View-DR OFF, WDR OFF, AGC ON, 1/20 s, 30 fps) B&W: 0.1 lx (IR Illuminator ON)
Minimum Illumination (50 IRE)	Color: 0.05 lx (F1.2, View-DR OFF, WDR OFF, AGC ON, 1/20 s, 30 fps) B&W: 0.1 lx (IR Illuminator ON)
Dynamic Range	Equivalent to 90 dB with View-DR technology
SNR Ratio (Gain 0 dB)	More than 50 dB
Scan	Auto
Shutter Speed	1 s to 1/10,000 s
Exposure Control	Backscattered compensation, AGC, Shutter speed, Iris
White Balance	AWB, AWB-PRC, Fluorescent lamp, Mercury lamp, Sodium vapor lamp, Metal halide lamp, White LED, One push W.B. Manual
Lens	6mm fixed-focus lens
Easy Zoom	Yes
Zoom Ratio	Normal: 4x Digital: 16x Total: 64x
Easy Focus for Setup	Yes
Horizontal Viewing Angle	105.3° to 35.0°
Vertical Viewing Angle	36.9° to 30.1°
Focal Length	f = 3.0 mm to 9.0 mm
Zoom Lens	F1.2 (Wide) to F2.1 (Tele)
Minimum Object Distance	300 mm
IR Illuminator	Yes (Wave length: 850 nm (typical), IR LED: 20 pieces)
IR Working Distance	80 m (98 feet) (80 IRE)
Camera Features	
Day/Night	True D/N
Wide-DR	View-DR
Face Detection	Velocity Enhancer (VE)
Noise Reduction	ADNR
Image Stabilizer	Yes
Picture Mode	Yes
Privacy Masking (Number)	20
Privacy Masking (Shape)	Quadrangle formed by any four corner points
Privacy Masking (Color/Effect)	Overlap: 14 colors (Black, White, sep, Green, Blue, Cyan, Yellow, Magenta, Gray (6 shades)), Monitor
Signature Protection	IP66
Superimpose Number	3 independent positions for characters (Codes, Date & Time, Event, Text) (max. 64 characters), 1 independent position for logo mark
Superimpose Language	English
Menu Language	English, Japanese, Chinese (simplified), Chinese (traditional), French, Spanish, German, Italian, Korean, Portuguese, Russian, Arabic, Hindi, Vietnamese, Thai
Remote-control viewer	Yes
Video	
Resolution	1920 x 1080, 1280 x 720, 1024 x 576, 720 x 576, 720 x 480, 704 x 576, 640 x 480, 640 x 360, 352 x 288, 320 x 240 (i-264, H.264)
Compression Format	H.264 (High/Main/Baseline Profile), JPEG
Maximum Frame Rate	H.264: 30 fps (1920 x 1080) JPEG: 30 fps (1920 x 1080)
Bitrate Compression Mode	CBR/VBR/AVBR with CQP (adjustable)
Range of Bit Rate Setting	64 Kbps to 32 Mbps
Smart PZ	Yes
Adaptive Rate Control	H.264
Bandwidth Control	JPB
Multi-streaming Capability	Multi-streaming
Number of Channels	20

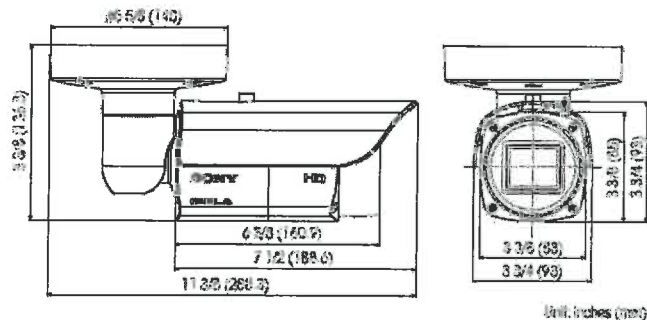
Intelligent Video/Audio Analytics	
Analytics Architecture	DEPA Advanced
Intelligent Motion Detection	Yes
Face Detection	Yes
Transfer Alarm	Yes
Scene Analysis	Passing, Intrusion, Left Object Detection, Removed Object Detection
System Requirements	
Operating System	Windows XP (32 bit) Professional Edition Windows Vista (32 bit) Ultimate, Business Edition Windows 7 (32/64 bit) Ultimate, Professional Edition Windows 8 Pro (32/64 bit), Windows 8.1 Pro (32/64 bit)
Processor	Intel Core2 2.8 GHz or higher
Memory	2 GB or more
Web Browser	Microsoft Internet Explorer Ver. 7.0, Ver. 8.0, Ver. 9.0, Ver. 10.0, Ver. 11.0 Firefox Ver. 19.02 (plugin-free viewer only) Safari Ver. 5.1 (plugin-free viewer only) Google Chrome Ver. 25.0 (plugin-free viewer only)
Network	
Protocols	IPv4, TCP, UDP, ARP, ICMP, ICMPv6, HTTP, DNS, RTP, RTSP, RTCP, RTP over TCP, RTSP over HTTP, SMTP, IPv6, HTTPS, FTP (client only), SNMP (v1, v2c, v3), SSL
DoS	DoS
Multi-thread Processing Support	Yes
ONVIF Conformance	Profile S
Authentication	IEEE 802.1X
Interface	
Analog Monitor Output for Setup	Phono (jack x1)
Network Port	10BASE-T/100BASE-TX (RJ-45)
General	
Power Requirements	IEEE 802.3af compliant (PoE system)
Power Consumption	Max. 11.4 W (variable, IEEE 802.3af-compliant PoE system)
Operating Temperature	-22°F to +122°F (-30°C to +50°C)
Cold Start Temperature	-4°F (-20°C)
Storage Temperature	-4°F to +140°F (-20°C to +60°C)
Operating Humidity	20% to 90% (no condensation)
Storage Humidity	20% to 95% (no condensation)
Built-in Heater	Yes
Dimensions (W x H x D)	3 3/4 inches x 3 3/4 inches x 6 3/8 inches (93 mm x 93 mm x 160.9 mm) ø8 3/8 inches x 12 3/8 inches (ø140 mm x 313.4 mm) (including flap arm)
Weight	Approx. 3 to 5 oz (145 g)
External Color	White 4-692 6-40-2 Black 3-918 0-3-1-5 12-2044
UL Listing	UL2044
Supplied Accessories	CD-ROM (supplied programs) (1) Terminals (1) Wrench (1) Installation Manual (1 set) Safety Regulations (1 set) Watermark Tape (1)

*SSH (Secure Shell Multitask) is supported.

Optional Accessory	
Model:	
10W-8881	Wall/pole Mount Base Box



DIMENSIONS



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Weights and dimensions are approximate.
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SNC-XM632

Network Mini Dome Full HD Camera - X Series

SONY

Mini Dome 1080p/30 fps Camera Powered by IPELA ENGINE™ EX Technology

- Maximum resolution of 1920 x 1080 pixels with the Exmor® CMOS sensor
- Dynamic range equivalent to 90 dB achieved with View-DR technology
- Minimum illumination of 0.3 lx in Color mode and 0.3 lx in B/W mode at 50 IRE
- IK10-rated vandal-resistant and IP66-rated water-resistant/dust-tight features
- Three-hinge structure for easy and flexible camera angle adjustment
- Horizontal viewing angle of 113°
- Meets safety regulations for outdoor surveillance and indoor commercial vehicle applications, including ISO16750



Interior/Exterior
W/Audio
OPTION 3

MSRP \$798

KEY FEATURES

- IPELA ENGINE EX signal processing system developed based on Sony's unique signal processing and intelligent video analytics technologies to provide unique features such as View-DR, XDNR™, and DEPA™ Advanced technologies
- View-DR – Sony's innovative wide dynamic range technology – to capture objects clearly and adaptively even under very harsh, severe backlight or highlight conditions

IPELA
ENGINE EX

View-DR



OFF



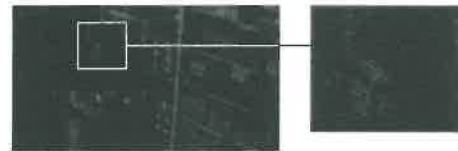
ON

Actual Images

- Visibility Enhancer (VE) to optimize the brightness and color reproduction of an image dynamically on a pixel-by-pixel basis while continuously adapting to the scene within the given dynamic range
- IK10-rated vandal-resistant feature to protect the camera from destructive behaviors
- IP66-rated water-resistant and dust-tight feature for outdoor surveillance and indoor locations where water ingress may pose an issue
- DEPA Advanced Intelligent Video Analytics to trigger an alarm based on user-defined rules



- XDNR (eXcellent Dynamic Noise Reduction) technology for clear images with virtually no motion blur under low illumination



OFF



ON

Actual Images

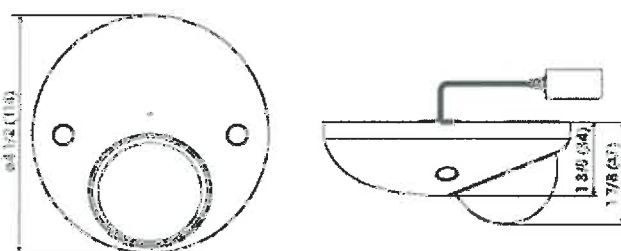
- Three-hinge structure to turn the lens unit in panning, tilting, and rotating directions for easy and flexible camera angle adjustment
- Picture mode selectable from a range of camera scenes in the setting menu to help optimize picture quality in various applications
- VBR (variable bitrate) or CBR (constant bitrate) compression mode selectable to correspond with various network conditions
- Edge Storage function to record video and audio data with an SD/SDHC card attached to the camera
- Image Stabilizer to help minimize the effect of camera shake or vibration to achieve less blurry images
- Electronic D/N (Day/Night) function to switch to Day or Night mode depending on the light level
- Smartphone viewer to display an image of the camera on the smartphone screen and control the camera's pan, tilt, and zoom functions by simple touch-panel manipulation
- ONVIF™ (Open Network Video Interface Forum) Profile S conformance firmware that ensures greater interoperability and more flexibility in building multi-vendor systems
- Easy initial network settings by supplied SNC Easy IP Setup Guide application
- Built-in microphone
- Powered by IEEE 802.3af (PoE system) via an RJ-45 connector for easy installation

ONVIFS

IPELA™

[illegible]

SNC-X06-02	
Network	
Protocols	RIP, TCP, UDP, ICMP, IGMP, OSPF, BGP, GRE, MPLS, RSVP, RSTP over TCP, STP over STP/GMTP, IPv6, HTTP, SNMP (v1, v2c, v3), SSH
VLAN	QoS/D
Multicast Forwarding Support	Yes
IGMP Conformance	PfSense
Arbitrary Actions	4 per port TX
Interfaces	
Maximum Ports	8 RJ-45, 1 SFP+ or 1 SFP
Network Port	(RJ-45) 10/100/1000BASE-TX (RJ-45)
Cable type	SD Cat6a / 7
Supported SD type	SFP+, no support for SDR
General	
Power Requirements	IEEE 802.3af compliant (PoE system)
Power Consumption	10 W max (typical 9W) 3 W at max. Ethernet (PoE equivalent to PoE class 1) 1.2 W @ 100 Mbps (1000 to 10 Gbps) 1.5 W @ 10 Gbps (1000 to 10 Gbps) 1.5 W @ 10 Gbps (1000 to 10 Gbps) 1.5 W @ 10 Gbps (1000 to 10 Gbps)
Operating Temperature	0°C to 40°C (32°F to 104°F)
Cold Start Temperature	-40°C to -10°C (-40°F to 14°F)
Storage Temperature	-40°C to 70°C (-40°F to 158°F)
Operating Humidity	5% to 95%
Storage Humidity	5% to 95%
Case Material	Plastic
Dimensions (H x W x D)	1.5 x 1.5 x 1.5 inches (3.8 x 3.8 x 3.8 cm)
Weight	0.1 lb (0.04 kg)
Internal Material	Two aluminum alloy PCB (polyimide)
External Color	Black (Raspberry Pi 4B, 5B, 5B+)
Fan Standard	None
Safety Regulations	CE, FCC, RoHS, REACH, WEEE, EN60950-1, EN60950-2, EN60950-3, EN60950-4, EN60950-5, EN60950-6, EN60950-7, EN60950-8, EN60950-9, EN60950-10, EN60950-11, EN60950-12, EN60950-13, EN60950-14, EN60950-15, EN60950-16, EN60950-17, EN60950-18, EN60950-19, EN60950-20, EN60950-21, EN60950-22, EN60950-23, EN60950-24, EN60950-25, EN60950-26, EN60950-27, EN60950-28, EN60950-29, EN60950-30, EN60950-31, EN60950-32, EN60950-33, EN60950-34, EN60950-35, EN60950-36, EN60950-37, EN60950-38, EN60950-39, EN60950-40, EN60950-41, EN60950-42, EN60950-43, EN60950-44, EN60950-45, EN60950-46, EN60950-47, EN60950-48, EN60950-49, EN60950-50, EN60950-51, EN60950-52, EN60950-53, EN60950-54, EN60950-55, EN60950-56, EN60950-57, EN60950-58, EN60950-59, EN60950-60, EN60950-61, EN60950-62, EN60950-63, EN60950-64, EN60950-65, EN60950-66, EN60950-67, EN60950-68, EN60950-69, EN60950-70, EN60950-71, EN60950-72, EN60950-73, EN60950-74, EN60950-75, EN60950-76, EN60950-77, EN60950-78, EN60950-79, EN60950-80, EN60950-81, EN60950-82, EN60950-83, EN60950-84, EN60950-85, EN60950-86, EN60950-87, EN60950-88, EN60950-89, EN60950-90, EN60950-91, EN60950-92, EN60950-93, EN60950-94, EN60950-95, EN60950-96, EN60950-97, EN60950-98, EN60950-99, EN60950-100
Supplier Accessories	CD-ROM (optional program) (1) Installation Manual (1) Template (1) Sample application (1) Hardware manual (1) Networking Assistant (1) Network (1) Team Adjustment Plan (1) Manual (1)



49017, 2017, 12, 12

SONY

SNC-XM631

Network Mini Dome Full HD Camera – X Series

Compact Indoor Mini Dome 1080p/30 fps Camera
Powered by IPELA ENGINE™ EX Technology



IPELA

MSRP \$498

- Maximum resolution of 1920 x 1080 pixels with the Exmor® CMOS sensor
- Wide Dynamic Range equivalent to 90 dB achieved with View-DR® technology
- Minimum illumination of 0.3 lx in Color and B/W mode at 50 IPE
- Vandal-resistant with IK10 impact resistance rating
- Three-axis-hinge structure for easy viewing angle adjustment
- Flexible field-of-view, with three optional fixed lenses as an alternative to the supplied 113 degrees lens
- e-Varifocal to electronically zoom in and adjust the field of view for easy and flexible installation

KEY FEATURES

- IPELA ENGINE EX signal processing system developed based on Sony's unique signal processing and intelligent video analytics technologies to provide unique features such as View-DR, XDNR®, and DEPA™ Advanced technologies
- View-DR – 90 dB wide dynamic range, using Sony's innovative wide dynamic range technology – to help capture objects clearly and adaptively even under very harsh, severe backlight or highlight conditions



OFF



ON

Actual images

- Visibility Enhancer (VE) to help optimize the brightness and color reproduction of an image dynamically on a pixel-by-pixel basis while continuously adapting to the scene within the given dynamic range
- IK10-rated vandal-resistant feature to protect the camera from destructive behavior
- Three-axis-hinge structure to adjust the lens unit in pan, tilt, and rotate directions for easy field of view adjustment during installation
- Picture mode settings to allow for easier camera parameter changes based on scene requirements
- Supports VBR (variable bit-rate) for best image quality; VBR with cap to reduce storage requirement or CBR (constant bit-rate) for balanced network load and image quality
- Edge Storage function to record video and audio data with an SD/SDHC card attached to the camera
- Image Stabilizer to help minimize the effect of camera shake or vibration to achieve less blurry images
- Electronic D/N (Day/Night) function to switch from color (day) to B/W (Night) mode

- XDNR (eXcellent Dynamic Noise Reduction) technology for clear images with virtually no motion blur under low illumination



OFF



ON

Actual images

- DEPA Advanced Intelligent Video Analytics to trigger an alarm based on user-defined rules of motion or object detection at the same time as virtual border and object removed detection
- Smartphone viewer to display an image of the camera on the smartphone screen and control the camera's pan, tilt, and zoom functions by simple touch-panel manipulation
- ONVIF™ (Open Network Video Interface Forum) Profile S conformance firmware that ensures greater interoperability and more flexibility in building multi-vendor systems
- Easy initial network settings by supplied SNC Easy IP Setup Guide application
- Powered by IEEE 802.3af (PoE system) via an RJ-45 connector for easy installation
- Three types of optional fixed lens with a horizontal viewing angle of 83 degrees, 51 degrees, and 25 degrees (camera comes supplied with 113 degree lens) for flexible field-of-view camera settings
- e-Varifocal to electronically zoom in on an image and adjust the field of view for easy and flexible installation,

IPELA
ENGINE EX

View-DR

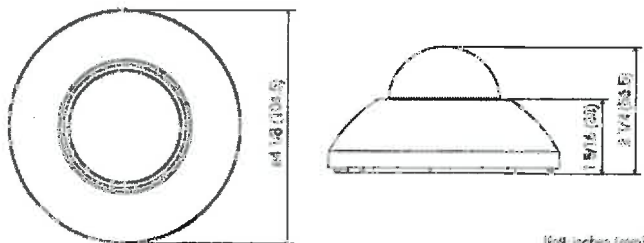
DEPA
Advanced

ONVIFS

SPECIFICATIONS

SNC-XM631	
Camera	
Image Sensor	1/2.94-type (megapixel) from Sony CMOS sensor
Number of Effective Pixels	Average 2.14 Megapixels
Minimum Illumination (ISO 80)	Color: 0.5 lx (F2.0, View-DR OFF, VE OFF, AGC ON, 1/50 s, 30 fps)
Minimum Illumination (ISO 160)	B/W: 0.3 lx (F2.0, View-DR OFF, VE OFF, AGC ON, 1/50 s, 30 fps)
Minimum Illumination (ISO 320)	Color: 0.16 lx (F2.0, View-DR OFF, VE OFF, AGC ON, 1/50 s, 30 fps)
Minimum Illumination (ISO 640)	B/W: 0.16 lx (F2.0, View-DR OFF, VE OFF, AGC ON, 1/50 s, 30 fps)
Dynamic Range	Wide dynamic range equivalent to 90dB with View-DR technology
Shutter	Auto
Shutter Speed	1 to 1/70,000 s
Exposure Control	Electronic compensation, AGC, Shutter speed
White Balance	ATW, ATW-PRG, Fluorescent lamp, Mercury lamp, Sodium vapour lamp, Metal halide lamp, White LED, One push WB, Manual
Lens	Fixed lens
Zoom Ratio	Digital zoom 4x
Horizontal Viewing Angle	115°
Vertical Viewing Angle	61°
Viewing Tilt Angle	±21°
Focal Length	f = 2.8 mm
F-Number	F2.0
Minimum Object Distance	800 mm
Parallax/Rotation Angle (maximal)	Roll: 350° Tilt: 0° to +60° Rotation: ±175°
Camera Features	
Day/Night	Electronic Day
e-Pile	Yes
Wide-D	View-DR
Face Connection	Visually Enhancer (VE)
Noise Reduction	3DNR
Image Stabilizer	Yes
Picture Mode	Yes
Privacy Masking (number)	20
Privacy Masking (shape)	Quadronale, limited by the four corner points
Privacy Masking (color/shade)	Choose (14 colors: Black, White, Red, Green, Blue, Cyan, Yellow, Magenta, Gray to white), Manual
Edge Storage	Yes
Compatibility with Cloud Service	Yes
Variable Resolution	R10
Superimpose Number	3 independent positions for characters (Date, Date & Time, Email, Text (max. 64 characters)), 1 independent position for logo mark
Superimpose Language	English
Menu Language	English, Japanese, Chinese (simplified), Chinese (traditional), French, Spanish, German, Italian, Korean, Portuguese, Russian, Arabic, Hindi, Vietnamese, Thai, Turkish, Polish
Script/Language	Yes
Video	
Resolution	1920 x 1080, 1280 x 720, 1024 x 576, 720 x 576, 720 x 480
Compression Format	H.264 (High Efficiency Profile), H.265
Maximum Frame Rate	H.264: 30 fps (1920 x 1080) H.265: 30 fps (1920 x 1080)
Bitrate Compression Mode	CBR/VBR/ABR with CQP
Range of Bit Rate Setting	64 Kbps to 32 Mbps
Video PTZ	Yes
e-Voicecast	Yes
Adaptive Rate Control	AVC
Bandwidth Control	3DNR
Multi-streaming Capability	Triple streaming
Number of Camera	20
Intelligent Video/Audio Analytics	
Analytics Architecture	DETA Advanced
Intelligent Motion Detection	Yes
Face Detection	Yes
Temper Alarm	Yes
Sensors Analytics	Position, Direction, Left Object Detection, Reversed Object Detection

DIMENSIONS



1604 Jochen Lorenz

System Requirements	
Operating System	Windows XP® (32-bit) Professional Edition Windows Vista® (32-bit) Ultimate, Business Edition Windows 7® (32/64-bit) Ultimate, Professional Edition Windows 8® Pro (32/64-bit) Windows 8.1 Pro (32/64-bit) Intel Core® 2 E GHz or higher 2 GB or more Web Browser Microsoft Internet Explorer® Ver. 7.0, Ver. 8.0, Ver. 9.0, Ver. 10.0, Ver. 11.0 Firefox® Ver. 19.02 (Plug-in free version only) Safari® Ver. 5.1 (Plug-in free version only) Google Chrome® Ver. 26.0 (Plug-in free version only)
Network	
Protocols	IPv4, TCP, UDP, ARP, ICMP, IGMP, HTTP, DHCP, DNS, NTP, POP3, SMTP, IMAP, RTSP over HTTP, SIP, SIP-S, RTP (hard only), SRTMP (v1, v2), VoIP, GSM
VoIP	VoIP
Multicast Streaming Support	Yes
MMR Configuration	Profile 5
Authentication	IEEE 802.1X
Interface	
Microphone Input	No
Network Port	10BASE-T/100BASE-TX (RJ-45)
Alarm Input (Dry Contact)	x1, make contact, break contact
Alarm Output	x1, x2, 30 V, 0.4 A (loaded state relay outputs electrically isolated from the camera)
Card Slot	SD Card x1
Supported SD Card Type	Max. 64 GB
General	
Power Requirements	IEEE 802.3af compliant (PoE system)
Power Consumption	4.0 W max.
Operating Temperature	-10°C to 52°C (-10°F to 125°F)
Cold Start Temperature	-20°C (-4°F)
Storage Temperature	-22°F to 140°F (-30°C to 60°C)
Operating Humidity	20% to 80%
Storage Humidity	20% to 80%
Dimensions (W x H x D)	W: 140 mm x H: 2 1/4 inches (365.4 mm x 58.5 mm) Approx. 7.1 oz (Approx. 200 g)
Weight	
Exterior Material	Top cover/Bottom cover: PC (Polycarbonate) Lower case AL Die cast
Supplied Accessories	CD-ROM (supplied software) (1) Installation Manual (1) Template (1) Safety regulations (1) Warning booklet (1) VCR cable (1)
Optional Accessories	SNCA-LD30MF-M12 Mount Lens (x1/2 mm, horizontal viewing angle: 35 degrees) SNCA-LD60MF-M12 Mount Lens (x1/2 mm, horizontal viewing angle: 51 degrees) SNCA-LD100MF-M12 Mount Lens (x1/2 mm, horizontal viewing angle: 75 degrees) LW-MDPS Remote Mount Clip

*SSM (Source Specific Method) is supported

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Move to approve the Utility Service agreement for water service to a single family home owned by the Yahmom Investment Corp.		
Staff Report		
This request is for water service to a single family home under construction at 14800 Old Highway 50, currently owned by the Yahmom Investment Corp. The home has unincorporated Lake County land to the east, west and south and is located within the City and Lake County Interlocal Service Boundary Agreement (ISBA) area and the Joint Planning Area (JPA). Owner: Yahmom Investment Corp. (Mohammad Al Husail) Applicant: Steven Trowbridge, Lake Construction & Development Co. Project: Single family home Size: 8.53 acres Location: 14800 Old Hwy. 50 (south side; east of Hancock Road) Lake County Future Land Use: Rural Transition Lake County Zoning: Agriculture Status of Project: The property has proper land use and zoning with Lake County Projected Sewer Use: 480 ERU's The site is in conformance with the City's code. If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water.		
Additional Analysis		
Fiscal Impact Summary		
N/A at this time		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Yahmom USA Application	Yahmom utility app.pdf	

2.	Utility Service Agreement for Water ~ Yahmom Investment Yahmom 14800 Old Highway 50 - Water Corp. Agreement.pdf
----	--



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT APPLICATION For Utilities Outside of Municipal Boundaries & Determination of Capacity

APPLICANT: Lake Construction & Development Date: 12-16-14

CONTACT PERSON: Steven Trowbridge

Address: 11905 E. 6th St

City: Clermont

State: FL

Zip: 34711

Phone: 352-223-0849

Fax:

E-Mail: steven@lakeconstco.com

OWNER: Yahmami Investment Corp

Address: 90 SW 3rd St

City: Miami

State: FL

Zip: 33130

Phone:

Fax:

E-Mail: athusailm@yaho.com

PARTY RESPONSIBLE FOR AGREEMENT: _____

Address of the subject property: 14800 Old Hwy 50, Clermont FL 34711

General Location of the Property: Old Hwy 50 between N Hancock Rd & Blackstill Lake Rd
(Include Location Map) 8.53 AC

Area of the property: ± 5 acres

Zoning: L.C. Agriculture

County Future Land Use

L.C.

Rural Transition

Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).

Estimated Water Consumption is 480 ERU Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is 0 Gallons per day.
Detailed description of project: (or attach)

Estimated Re-Use (Gray Water) Water Consumption is 0 Gallons per day.

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☒ Any applications currently on file with Lake County — *Bids Permit*
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of the utility services requested

Steven C Trowbridge

Applicant Name (print)

Steven C Trowbridge

Owner Name (print)

Applicant Signature

X MOHAMMAD I ALHUSAIL

Applicant Name (signature)

owner

X *[Signature]*

Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required. To schedule a meeting with the City of Clermont please contact:

➤ James Hitt, Economic Development Director:

Phone: (352) 241-7305

Email: jhitt@clermontfl.org

A review by the Site Review Committee may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

City of Clermont
Economic Development Department
685 W. Montrose St.
Clermont, FL 34711
(352) 241-7305



**CITY OF CLERMONT
UTILITY SERVICE REQUEST FORM**



Date of Request: Dec 4, 2014

Date of Service: asap

Customer Name: Lake Construction and Deveopment Company

Phone Number: 352-223-0849

Mailing Address: 11905 Egret Bluff

City: Clermont State: FL Zip: 34711

Service Address: 14800 Old Hwy 50

City: Clermont State: FL Zip: 34711

Lot #: TRACT 50

Phase: _____

Subdivision: Lake Highlands

Owner Name: YAHMOM Investment Corp

Mailing Address: 90 SW 3rd St. #1401, Miami FL 33130

City: _____ State: _____ Zip: _____

Forwarding Address: _____

City: _____ State: _____ Zip: _____

✓ Check one: Commercial ☐ Single Family ☒ Multi-Family and # of Units ☐

Meter Tampering Fee – A fee of \$50.00 per incident shall be charged to the individual responsible for payment of the utility account.

.....
City staff completes this section

Service Requested: _____

- Size: _____
- Water Meter: _____
- Irrigation Meter: _____

Meter Reading: _____ Meter Serial #: _____ Manuf.: _____

Date of Service: _____

Comments: _____

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

Chris
Dane
Dane



ENVIRONMENTAL SERVICES

352-241-0178

December 15, 2014

RE: Alt. Key 3891879

This letter is in response to your request regarding utility availability for the alt key #3891879 in Clermont, Florida. The property is located inside of the Clermont City's utility service area. The City is able to provide water services to this property.

The property owner must request service from the Clermont City Council. Please contact Barbara Hollerand, Director of Planning, to proceed with requesting utility service for this project.

If you have any questions regarding the information provided, please contact me at (352) 241-7336.

Sincerely,

Paul Roy

**Paul Roy
City of Clermont
Assistant Director of Environmental Services**

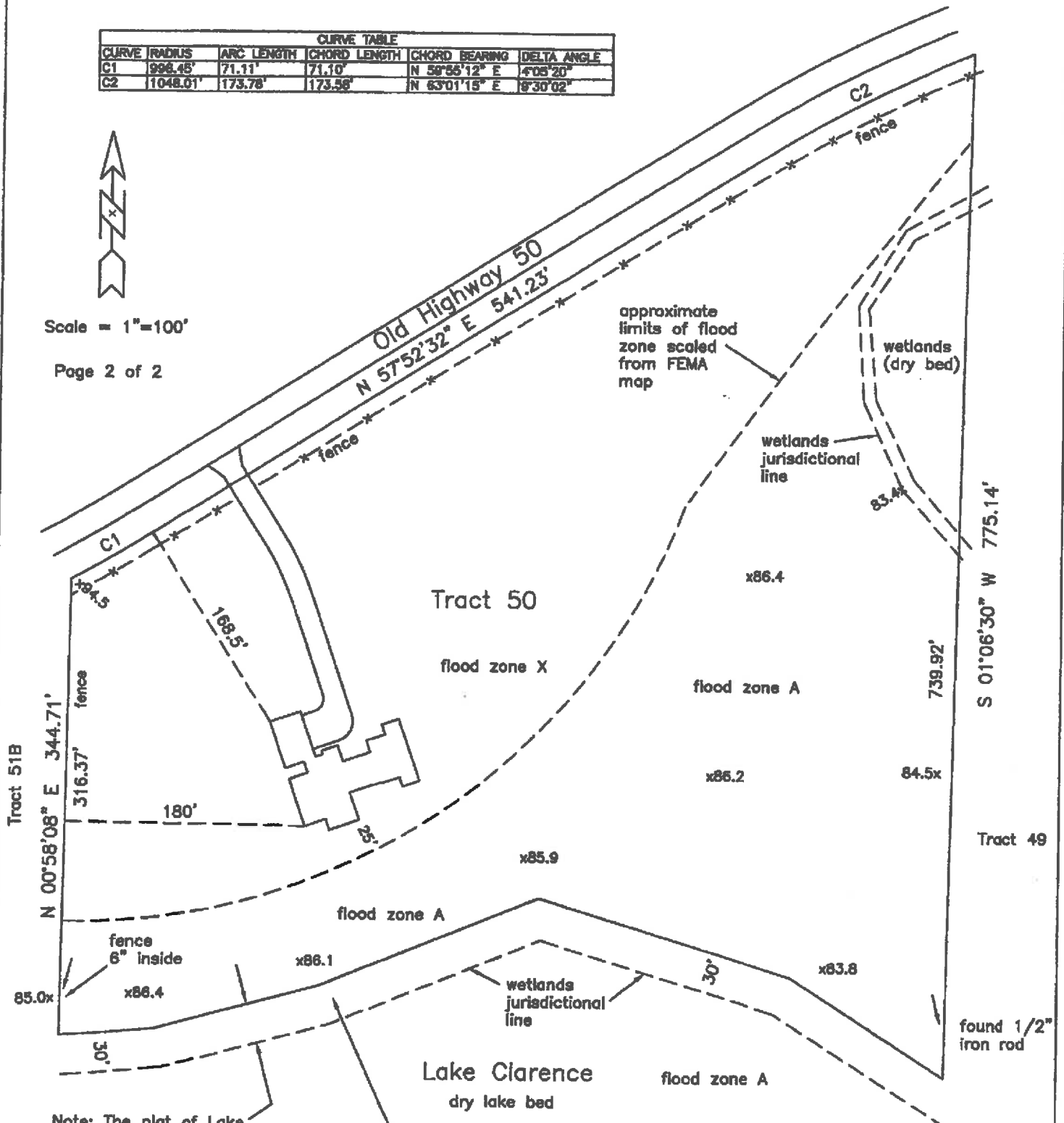
Map of Boundary Survey

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	998.45'	71.11'	71.10'	N 58°55'12" E	4°08'20"
C2	1048.01'	173.78'	173.58'	N 63°01'15" E	8°30'02"



Scale = 1"=100'

Page 2 of 2



Note: The plat of Lake Highlands shows a roadway between the South line of Tract 50 and Lake Clarence. Should the lake level rise in the future the South line of Tract 50 shall move accordingly, leaving a strip of land for roadway between Tract 50 and the lake.

denotes found 1" iron pipe

The width of the roadway is subject to change. A width of 30' was used for this survey.

Field Date 09/02/14	Prepared for: Yahmon Investment Corp.	14062.001
Drawn by: JPR	Rhoden Land Surveying, Inc.	
Scale: 1"=100'	LB #6880 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	

Property Record Card

General Information

Owner Name:	YAHMOM INVESTMENT CORP	Alternate Key:	3891879
Mailing Address:	90 SW 3RD ST # 1401 MIAMI, FL 33130 Update Mailing Address ⓘ	Parcel Number:	09-22-26-040005000000
		Millage Group and City:	0003 (Unincorporated)
		Total Millage Rate:	15.55570
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	LAKE HIGHLAND 16-22-26 TRACT 50 PB 3 PG 32 ORB 4519 PG 2284		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		3.51	AC	\$0.00		\$30,572.00
2	WASTELANDS (9600)	0	0		5.02	AC	\$0.00		\$226.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
4519 / 2284	8/14/2014	WD	Q	V	\$215,000.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	\$30,798	\$30,798	\$30,798	5.38560	\$165.87
LAKE COUNTY MSTU AMBULANCE	\$30,798	\$30,798	\$30,798	0.46290	\$14.26
LAKE COUNTY MSTU FIRE	\$30,798	\$30,798	\$30,798	0.47040	\$14.49
SCHOOL BOARD STATE	\$30,798	\$30,798	\$30,798	5.74600	\$176.97
SCHOOL BOARD LOCAL	\$30,798	\$30,798	\$30,798	1.50000	\$46.20
LAKE COUNTY MSTU STORMWATER	\$30,798	\$30,798	\$30,798	0.49570	\$15.27
ST JOHNS RIVER FL WATER MGMT DIST	\$30,798	\$30,798	\$30,798	0.31640	\$9.74
LAKE COUNTY VOTED DEBT SERVICE	\$30,798	\$30,798	\$30,798	0.16000	\$4.93
LAKE COUNTY WATER AUTHORITY	\$30,798	\$30,798	\$30,798	0.25540	\$7.87
SOUTH LAKE HOSPITAL DIST	\$30,798	\$30,798	\$30,798	0.76330	\$23.51
			Total:	15.5557	Total: \$479.11

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the [Tax Collector](#) for actual taxation amounts.



UTILITY SERVICE AGREEMENT FOR WATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Mohammad Al Husail (Yahmom Investment Corp.), 90 SW 3rd Street #1401, Miami, FL 33130, Owner, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a single family residential home which is located on 8.53 acres at 14800 Old Highway 50, Clermont, FL 34711 on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the incorporated area of Lake County and the OWNER is requesting water service from the CITY; and

Whereas, as a condition of CITY providing said water service to the Property, OWNER is to extend water lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the site; and

Whereas, the CITY may, at the sole option of the CITY, elect to oversize the water lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if the CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.

Section 2. DEVELOPMENT STANDARDS

Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. 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 and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Mohammad Al Husail
Yahmom Investment Corp.
90 SW 3rd Street # 1401
Miami, FL 33130

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and if construction is not completed shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below. CITY through its City Manager, authorized to execute same by City Council action.

DATED this 24th day of February, 2015.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

OWNER:

Mohammad Al Husail

Signature

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

Owner:

Al Husail, Mohammad
Yahmom Investment Corp.
90 Sw 3rd Street # 1401
Miami, Fl 33130

Description:

LAKE HIGHLAND 16-22-26 TRACT 50 PB 3 PG 32, ORB 4519 PG 2284

Containing 8.53 acres more or less.

Lake County Alternate Key Numbers:

3891879

Aerial:



\\cityhall\shares\Economic Development\JHITT\JPA -Utility Agreements & Reviews\Yahmom Investment Group\Yahmom 14800
Old Highway 50 - Water Agreement.doc

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **24th day of February, 2015**, between **Mohammad Al Husail, Yahmom Investment Corp.**, 90 SW 3rd Street # 1401, Miami, FL 33130, property owner of the Property at 14800 Old Highway 50, Clermont, FL 34711, in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

**Mohammad Al Husail,
Yahmom Investment Corp.**

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

\\cityhall\shares\Economic Development\JHITT\JPA -Utility Agreements & Reviews\Yahmom Investment Group\Yahmom 14800
Old Highway 50 - Water Agreement.doc



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Move to approve the Interlocal Agreement between City of Clermont and Lake County.		
Staff Report		
The Environmental Services staff recommends the City Council approve the Interlocal Agreement for the use and reimbursement of State funds for water supply planning done on behalf of the South Lake Regional Water Initiative Group's Regional Water Planning Study. The City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Lake County and Lake Utility Services, Inc. are working together to create a cost effective and sustainable water resource system for South Lake County through collaborative efforts and resource sharing, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Floridan Aquifer. In March and April 2014, the City of Clermont and Lake County agreed to fund the services of an engineering firm with water resources expertise to assess water demand projections and infrastructure capacity in South Lake County. The anticipated cost of the engineering firm's services would be three hundred thousand dollars (\$300,000.00), and designated the City of Clermont as the lead administrative agency for soliciting the firm's services. Lake County has been designated the grantee for the State funding pursuant to a State Financial Assistance Agreement between Lake County and the State of Florida Department of Environmental Protection (DEP); which was executed by the county on November 5, 2014 and by DEP on November 6, 2014. This Agreement between Lake County and the City of Clermont is necessary in order to outline the terms by which Lake County; as the grantee under DEP Agreement No. LP35140, will transfer the funding received from the State to the City of Clermont for the compensation of consultant.		
Additional Analysis		
Fiscal Impact Summary		
Contracted services are included in current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agreement	Interlocal Agreement for Use of State Funds.docx	

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF CLERMONT, FLORIDA
AND
LAKE COUNTY, FLORIDA
FOR USE OF STATE FUNDING FOR
SOUTH LAKE REGIONAL WATER INITIATIVE CONSULTANT

THIS AGREEMENT is made and entered into by and between the City of Clermont, Florida, a municipal corporation organized under the laws of Florida, hereinafter referred to as “CITY”, and Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

RECITALS

WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement by Sections 125.01 and 125.0101, Florida Statutes, which permit the COUNTY to enter into agreements with other governmental agencies for the performance of governmental functions by one unit on behalf of the other, and to enter into contracts to provide services to municipalities; and

WHEREAS, Section 163.01, Florida Statutes, entitled the “Florida Interlocal Cooperation Act of 1969”, authorizes public agencies to enter into agreements to make the most efficient use of their powers, and enables them to cooperate with other localities in order to provide services and facilities; and

WHEREAS, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Lake County and Lake Utility Services, Inc. are working together to create a cost effective and sustainable water resource system for South Lake County through collaborative efforts and resource sharing, and through those efforts, to decrease the region’s dependency on groundwater withdrawals and protect the Floridan Aquifer; and

WHEREAS, in March and April 2014, the CITY and the COUNTY signed an Interlocal Agreement, also executed by the City of Groveland, the City of Mascotte, the City of Minneola

and the Town of Montverde, for the parties to that agreement to fund the services of an engineering firm with water resources expertise to assess water demand projections and infrastructure capacity in South Lake County (hereinafter, “2014 Agreement”); and

WHEREAS, the 2014 Agreement anticipated that the cost of the engineering firm’s services would be three hundred thousand dollars (\$300,000.00), and designated the CITY as the lead administrative agency for soliciting the firm’s services; and

WHEREAS, subsequent to the parties’ executing the 2014 Agreement, the Florida Legislature approved funding in the amount of three hundred thousand dollars (\$300,000.00) for the purpose of obtaining the consultant’s services, which the Legislature termed the “South Lake Regional Water Initiative” project, via Line Item 1668A of the 2014 – 2015 General Appropriations Act; and

WHEREAS, pursuant to the 2014 Agreement, on June 16, 2014, the CITY issued Request for Qualifications (RFQ) Number 14-032, to solicit the services of a qualified firm to evaluate water demand projections and infrastructure capacity in South Lake County; and

WHEREAS, the COUNTY has been designated the grantee for the State funding pursuant to a State Financial Assistance Agreement between the COUNTY and the State of Florida Department of Environmental Protection (DEP), which was executed by the COUNTY on November 5, 2014, and by DEP on November 6, 2014, hereinafter referred to as “DEP Agreement No. LP35140”; and

WHEREAS, on November 12, 2014, the CITY awarded a contract under RFQ Number 14-032 to Water Resource Associates, Inc. (hereinafter the “Consultant”);

WHEREAS, accordingly, this Agreement between the COUNTY and the CITY is necessary in order to outline the terms by which the COUNTY, as the grantee under DEP Agreement No. LP35140, will transfer the funding received from the State to the CITY for the CITY’s compensation of Consultant;

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of this Agreement is to outline the process by which the Consultant will be compensated pursuant to DEP Agreement No. LP35140, which provides the funding for the Consultant's work and names COUNTY as the grantee.
3. **CITY's Obligations.**
 - A. **Compensation for Consultant Services.** CITY understands and agrees that the funding awarded by the State of Florida in DEP Agreement No. LP35140 is distributed on a reimbursement basis and transmitted via the grantee, which is the COUNTY. Accordingly, CITY shall budget for and compensate the Consultant on the basis of the payment terms agreed to in its contract with the Consultant. CITY agrees that COUNTY is not responsible for any funding of Consultant's services should DEP terminate Agreement No. LP35140 or otherwise fail to provide funding pursuant to DEP Agreement No. LP35140.
 - B. **Documentation of Expenditures.** CITY shall send all invoices, payment records and any additional supporting documentation for each of Consultant's deliverables to the COUNTY for COUNTY's transmittal of those records to the State of Florida consistent with DEP Agreement No. LP35140. CITY shall submit the last and final set of invoices, payment records and any additional supporting documentation related to the Consultant's work to the COUNTY no later than March 15, 2016.
 - C. **Cooperation on DEP Submittals.** The CITY shall cooperate with COUNTY on timely completion of any documentation, location and submittal of any records, or formulation of responses to DEP that may be required of COUNTY pursuant to DEP Agreement No. LP35140.
 - D. **Change Orders.** CITY shall not approve any change orders affecting the Consultant's contract, compensation or scope of services pursuant to Request for

Qualifications 14-032 without prior notification to and approval of COUNTY.

- E. Records Maintenance.** In addition to complying with Chapter 119, Florida Statutes, with regard to all records pertaining to Consultant's performance, CITY shall maintain such records and allow DEP or DEP's authorized representative access to such records for audit purposes for at least five (5) years following termination of DEP Agreement No. LP35140.
- F. Accounting.** CITY shall not commingle State funds received from COUNTY pursuant to DEP Agreement No. LP35140 with any funds from other agencies.
- G. Use of Funding.** The CITY shall use the State funds transmitted by COUNTY for only the purposes set forth in DEP Agreement No. LP35140.

4. COUNTY Obligations. COUNTY agrees as follows:

- A. Funding.** COUNTY agrees to transmit funding in the maximum amount of three hundred thousand dollars and 00/100 (\$300,000.00) to CITY upon COUNTY's receipt of such funds from DEP.
- B. Payments.** Payments shall be made on a reimbursement basis after the CITY's submittal of invoices, payment records and all other supporting documentation related to the Consultant's work, which the COUNTY shall transfer to DEP pursuant to the terms of DEP Agreement No. LP35140. Invoices, payment records and other supporting documentation shall be submitted to Brian T. Sheahan, AICP, Director of Lake County Dept. of Community Safety & Compliance, P.O. Box 7800, Tavares, FL 32778; or bsheahan@lacountyfl.gov.

5. Term of Agreement and Termination. This Agreement shall become effective on the day the last party signs it and shall remain in full force coterminous with DEP Agreement No. LP35140. Notice of termination shall be sent to the addresses shown below, and shall be considered properly given as of the date received.

6. **Assignment.** No assignment or other transfer of the CITY responsibilities under this Agreement shall be made or granted without the express, prior, and written consent of the COUNTY, and without amending or terminating this Agreement, as necessary.

7. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

COUNTY

Lake County Manager
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

Brian T. Sheahan, AICP
Director of Lake County Dpt. of
Community Safety & Compliance
P.O. Box 7800
Tavares, FL 32778-7800

CITY

Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

With a copy to:

James Kinzler
Director, City of Clermont Environmental
Services Dpt.
3335 Hancock Road
Clermont, FL 34711

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

9. **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.

10. **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Agreement between Lake County and the City of Clermont for Use of State Funding for South Lake Regional Water Initiative Consultant

IN WITNESS WHEREOF, the parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed this _____ day of _____, 2015.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Jimmy Conner, Chairman

This _____ day of _____, 2015

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Agreement between Lake County and the City of Clermont for Use of State Funding for South Lake Regional Water Initiative Consultant

CITY

ATTEST:

CITY OF CLERMONT

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

This 24th day of February, 2015

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Move to approve the Interlocal Agreement for a consultant for water supply and infrastructure studies.		
Staff Report		
The Environmental Services staff recommends the City Council approve the Interlocal agreement for retention of a consultant to oversee water supply and infrastructure studies for the South Lake Water Initiative Group. Projections for water supply needs in South Lake County amount to approximately three (3) times that estimated by the Central Florida Water Initiative. Accordingly, the cities of Clermont, Groveland, Mascotte, Minneola and Montverde, Lake County, Lake Utility Services, Inc. (L.U.S.I.), and other stakeholders in South Lake County are working to share information, pool resources and explore water supply strategies that are specific to South Lake County and based on the most current and best information available. Per the agreement, Clermont's share will be \$5,000. The parties efforts will be implemented through three phases. Phase I has been funded by the State of Florida and is in the process of implementation and involves the solicitation of an engineering firm's services through the City of Clermont's procurement process to summarize demand projections, review available water supply sources in the region, develop potential impact mitigation strategies and evaluate infrastructure needs and cost estimates. Phase II will involve development of water conservation strategies for South Lake County. Phase III will entail a study of existing conditions of hydrologic flow and an inventory of existing infrastructure such as culverts and diversions in the Clermont Chain of Lakes. The purpose of this agreement is to retain the services of a water resources consultant to attend Central Florida Water Initiative and other water resource-related meetings, and to provide coordination for all of the phases.		
Additional Analysis		
Fiscal Impact Summary		
Services are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$5,000.00	41533-53141	\$150,000.00
Exhibits Attached (copies of original agreements)		
1. Agreement	Agreement for Oversight Consultant.docx	

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY; THE CITY OF CLERMONT; THE CITY OF GROVELAND;
THE CITY OF MASCOTTE; THE CITY OF MINNEOLA; THE TOWN OF MONTVERDE;
AND LAKE UTILITY SERVICES, INC.
FOR RETENTION OF A CONSULTANT TO OVERSEE SOUTH LAKE WATER SUPPLY
AND INFRASTRUCTURE STUDIES

THIS AGREEMENT is made and entered into by and between Lake County, a political subdivision of the State of Florida (hereinafter, “County”); the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, and the Town of Montverde, all municipal corporations organized under the laws of Florida (hereinafter and collectively, the “South Lake Cities”); and Lake Utility Services, Inc., a Florida corporation (hereinafter, “L.U.S.I.”).

RECITALS

WHEREAS, the County has broad home rule powers under the Florida Constitution and Section 125.01, Florida Statutes, to enter into agreements with other governmental agencies within or outside its boundaries for the joint performance, or performance by one unit on behalf of another, of governmental functions, and to enter into agreements with private entities and other governmental agencies for the purpose of providing and regulating water and alternative water supplies; and

WHEREAS, the South Lake Cities have broad home rule powers under the Florida Constitution and Sections 163.01 and 166.021, Florida Statutes, which authorize municipalities to enter into agreements with other parties to make the most efficient use of their powers and allow municipalities to exercise their powers for municipal purposes, respectively; and

WHEREAS, the St. Johns River Water Management District, the South Florida Water Management District, and the Southwest Water Management District are studying whether the Floridan Aquifer system is reaching its sustainable limits of use and exploring the need to develop supplemental sources of water, through a collaborative effort called the Central Florida Water Initiative (“CFWI”); and

WHEREAS, the St. Johns Water Management District (“SJRWMD”) has developed a groundwater model for the Central Florida service area, and preliminary model results show that the South Lake County area is currently being impacted by groundwater withdrawals, both local and remote; and

WHEREAS, SJRWMD’s groundwater model shows that six (6) Minimum Flow Level (“MFL”) waterbodies (Boggy Marsh, Louisa, Pine Island, Minneola, Cherry, and Apshawa North and South) have been determined to be impacted by groundwater withdrawals, and are currently designated as being in prevention, meaning that future withdrawals will result in the MFLs not being met in the future; and

WHEREAS, SJRWMD is required to develop a prevention strategy for these waterbodies, but is delaying development of a prevention strategy pending the results of efforts associated with the Central Florida Water Initiative; and

WHEREAS, the South Lake Cities, along with the County and the Lake County Water Authority, have determined to take a cooperative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, as major utility service provider in South Lake County, L.U.S.I. wishes to work closely with the County and the South Lake Cities on water resource issues in South Lake County; and

WHEREAS, the South Lake Cities, Lake County and L.U.S.I. wish to obtain the services of a consultant with water resources expertise to oversee the cooperative efforts of the parties ;

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for the parties hereto to pool resources in order to procure the services of a water resources consultant to oversee a three-phase plan for studying and assessing water demand projections, water supply options, impact mitigation strategy and infrastructure capacity in South Lake County and to perform the Scope of Services contained in **Exhibit “A”**, attached hereto and incorporated herein.

3. Retention and Funding of an Oversight Consultant. The parties hereby appoint the City of Groveland . to procure and retain the services of a water resources consultant (“Oversight Consultant”) to fulfill the Scope of Services contained in **Exhibit “A”**. The selection of the Oversight Consultant shall be subject to approval by the party representatives listed in the Notice section of this Agreement.

A. Cost of Services and Funding. The cost of services for the Oversight Consultant is estimated at approximately thirty thousand dollars (\$30,000.00). By executing this Agreement, the parties agree to be obligated to pay their allotted share for funding of the Oversight Consultant according to the following: Fourteen percent (14%) to be contributed by all parties other than the Town of Montverde, which shall contribute two percent (2%); however, in no event shall any one (1) party’s contribution exceed five thousand dollars (\$5,000.00). The parties’ funding contributions shall be provided as follows:

- (i) The City of Groveland shall negotiate an agreement with the selected Oversight Consultant to include the scope of services described in **Exhibit “A”**, attached hereto and incorporated herein. The agreement shall include a provision that the Oversight Consultant shall submit invoices for payments no more frequently than once every thirty (30) days during the term of the agreement. Upon approval of an agreement between City of Groveland and the Oversight Consultant, the City of Groveland shall provide written notice of the same to the parties. Within thirty (30) days of the receipt of notice from City of Groveland, each party shall make a one time, lump sum payment to the City of Groveland . in their allotted amount of the estimated cost set forth above, for City of Groveland to draw upon after contributing its allotted amount, in compensating the Oversight Consultant for the services described in **Exhibit “A”**. The City of Groveland shall ensure that its contract with the consultant will not become effective until all parties have submitted their payments.

- (ii) If the City of Groveland wishes to terminate its contract with the Oversight Consultant, prior to any such action, the City of Groveland shall obtain unanimous approval of the proposed termination from the parties to this Agreement. Except for termination for cause, the parties agree that the Oversight Consultant shall be paid for work completed prior to termination.

B. Consultant Management. The City of Groveland shall manage the Oversight Consultant for the benefit of the parties to this agreement. The City of Groveland shall provide reports regarding the Oversight Consultant's work and tasks completed, including electronic/scanned copies of all Oversight Consultant work product to the staff member representatives listed in the Notice section of this Agreement or other representative designated by a party. All deliverables and other data generated or developed by the Oversight Consultant shall be the property of the parties to this Agreement, and may be used by the parties for any purpose.

4. Term of Agreement. This Agreement shall become effective upon execution of all parties, and shall remain in full force until final acceptance of the Oversight Consultants' services and work product. A party may terminate this Agreement without cause upon sixty (60) days written notice to the other parties, or at any time for cause. Termination by a party shall be conducted as provided below.

A. General Termination Terms: Written notice of termination shall be sent to the addresses shown below under Paragraph 6 ("Notices"), and shall be considered properly given as of the date received.

B. Effect of Termination without Cause. In the event of termination by any party without cause, the terminating party agrees that it will not be entitled to a refund or reimbursement of any kind of the funds paid to the City of Groveland as provided herein.

5. **Assignment.** This Agreement shall not be assigned without the written consent of all parties, except that L.U.S.I. may assign its obligations under this Agreement to any wholly owned subsidiary of L.U.S.I. without consent of the other parties.
6. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

COUNTY

Lake County Manager
Post Office Box 7800
Tavares, Florida 32778-7800

CITY OF GROVELAND

Groveland City Manager
156 South Lake Ave.
Groveland, FL 34736

CITY OF MINNEOLA

Minneola City Manager
800 N. U.S. Hwy. 27
Minneola, FL 34715

LAKE UTILITY SERVICES, INC.

President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

CITY OF CLERMONT

Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

CITY OF MASCOTTE

Mascotte City Manager
100 East Myers Blvd.
Mascotte, FL 34753

TOWN OF MONTVERDE

Montverde Town Manager
P.O. Box 560008
Montverde, FL 34756

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
8. **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.

9. **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

{Rest of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed this _____ day of _____, 2015.

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

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

Jimmy Conner, Chairman

This _____ day of _____, 2015.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

CITY OF CLERMONT

ATTEST:

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

This 24th day of February, 2015.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF GROVELAND

ATTEST:

Teresa Begley, City Clerk

Tim Loucks, Mayor

This ____ day of _____, 2015.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF MASCOTTE

ATTEST:

Michelle Hawkins, City Clerk

Brenda Brasher, Mayor

This ____ day of _____, 2015.

Approved as to form and legality:

Virginia Cassady, City Attorney

CITY OF MINNEOLA

ATTEST:

Christina Stidham, City Clerk

Pat Kelley, Mayor

This _____ day of _____, 2015.

Approved as to form and legality:

Scott Gerken, City Attorney

TOWN OF MONTVERDE

ATTEST:

Graham Wells, City Clerk

Troy Bennett, Mayor

This _____ day of _____, 2015.

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

LAKE UTILITY SERVICES, INC.

ATTEST

Print Name: _____

Title: _____

This ____ day of _____, 2015.

EXHIBIT “A”

OVERSIGHT CONSULTANT SCOPE OF SERVICES

Project Location: South Lake County

Project Background

Local governments in South Lake County are participating in the Central Florida Water Initiative (CFWI). The CFWI process involves bringing together three water management districts, the Florida Department of Environmental Protection (FDEP) and local governments in a five county area to cooperatively address the region's water supply needs in an environmentally sustainable fashion. The CFWI's goal is to obtain information that will enable the development of specific water supply projects through partnerships with water users.

Projections for water supply needs in South Lake County amount to approximately three (3) times that estimated by the CFWI. Accordingly, the cities of Clermont, Groveland, Mascotte, Minneola and Montverde, Lake County and Lake Utility Services, Inc. (L.U.S.I.) and other stakeholders in South Lake County are working to share information, pool resources and explore water supply strategies that are specific to South Lake County and based on the most current and best information available.

The parties' efforts will be implemented through three phases. Phase I has been funded by the State of Florida and is already in the process of implementation, and involves the solicitation of an engineering firm's services through the City of Clermont's procurement process to summarize demand projections, review available water supply sources in the region, develop potential impact mitigation strategies and evaluate infrastructure needs and cost estimates. Phase II will involve development of water conservation strategies for South Lake County. Phase III will entail a study of existing conditions of hydrologic flow and an inventory of existing infrastructure such as culverts and diversions in the Clermont Chain of Lakes.

The purpose of this solicitation is to retain the services of a water resources consultant to attend CFWI and other water resource-related meetings, and to provide coordination for all of the phases.

Minimum Vendor Qualifications

- Broad experience in the processing of Consumptive Use Permits
- Familiarity and experience with water utility systems
- Experience in the development of water conservation policies
- Experience in presentation of water-related issues to public boards and commissions

Outline of Work Tasks

Provide broad coordination in regards to water supply options and strategies to include but not be limited to:

1. Consultant shall act as a coordinator for the cooperative efforts of the Cities of Clermont, Groveland, Mascotte and Minneola, the Town of Montverde, Lake County and Lake Utility Services, Inc. (the “funding parties”) regarding water supply issues in South Lake County and Central Florida.
2. Assist in formation of water conservation strategies for South Lake County.
3. Attend all meetings at the direction of the project manager
4. Attend Central Florida Water Initiative meetings as directed by the project manager.
5. Attend water related meetings on behalf of the South Lake Cities, L.U.S.I. and Lake County and provide representation within budgetary parameters.
6. Monitor and coordinate Phase I consultant’s study with the cities in South Lake County and provide written comments to the parties.
7. Assist Lake County in seeking funding for Phase III “Hydrologic Flow Study and Water Resources Infrastructure Inventory.”

Budget Information:

In accordance with the Interlocal agreement, the funding parties have agreed to provide funding for this position in the amount of \$30,000. This is a not-to-exceed value. All funds will be used to pay for the services rendered by the selected consultant as detailed in this scope of services. The selected consultant shall serve at the direction and advise the City of Groveland as project manager in writing on a bi-weekly (every two weeks) basis of the total hours expended and total billing values accrued under the project current as of each such financial update. The City of Groveland, subject to approval by the funding parties, reserves the right to adjust work assignments in a manner intended to provide the most appropriate and effective support to the project within the expressed pricing parameter. No billings beyond the total dollar value expressed above will be processed for payment by the City of Groveland.

Deliverables

The deliverables provided by the consultant should be consistent with the tasks and deliverables identified and described above.

The funding parties will retain ownership of all deliverables of the Work Tasks resulting from the Oversight Consultant’s work, and shall have final authority on the sharing and/or distribution of these deliverables outside of Lake County.

Performance Period for Services in General and for Assigned Tasks

The funding parties anticipate that all services will be performed within a one year term. Specific tasks are to be completed in the time frames set by the project manager.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Easement Agreement		
Requested Action		
Move to approve the easement for Lake Hiawatha Phase 1B.		
Staff Report		
This is an easement to Duke Energy for the underground power lines required for Lake Hiawatha 1B construction. The easement is 10 feet wide.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Duke Energy Easement- Exhibit A	Duke Energy Easement- Exhibit A.pdf	
2. Property Record Card- Exhibit B	Property Record Card- Exhibit B.pdf	
3. Location Map- Exhibit C	Location Map- Exhibit C.pdf	

Lake County, FL
Work Request #: 898609
Address: Lake Minneola Shores, Clermont, FL 34711
STR: 14-22S-25E

EASEMENT

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from CITY OF CLERMONT ("GRANTOR," whether one or more) to DUKE ENERGY
FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation, Post Office Box 14042, St. Petersburg, Florida
33733 and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto
GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such
Facilities as may be necessary or desirable for providing electric energy and for communication purposes over,
under, upon, across, through and within the following described lands in Lake County, Florida, and referred to
hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be
installed at mutually agreeable locations over, under, across and through the following described property to
accommodate present and future development:

PARCEL NO. 3: From the intersection of the East right of way of the Atlantic Coast Line
Railroad with the mid-section line run Southeasterly along the right of way 1000 feet for
the Point of Beginning, thence run East to the lake, thence return to the Point of
Beginning and run Southeasterly along the right of way to the South line of Government
Lot 5, thence run East to the lake, thence run Northwesterly along the lake to intersect
the first line, all in Section 14, Township 22 South, Range 25 East, Lake County, Florida.

Tax Parcel Number: 14-22-25-000400001700

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE
to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to
increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the
Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein
granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or
other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or
limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the
Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and
other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe,
reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the
Easement for the purposes described herein.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights
granted to GRANTEE herein; provided however, without the prior written consent of GRANTEE, GRANTOR
shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited
to, any building, house, or other above-ground or underground structure, or portion thereof; (b) excavate or place, or
permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by

excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

REST OF THE PAGE
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IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed by its proper officers thereunto duly authorized and attested this _____ day of _____, 20__.

GRANTOR:

CITY OF CLERMONT

Name of Municipality

ATTEST:

City Clerk

Mayor

Print or Type Name

Print or Type Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor(s) mailing address:

Signature of First Witness

P.O. Box 120219

Clermont, FL 34712

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 20__, by _____ and _____, its Mayor and its City Clerk, respectively of CITY OF CLERMONT, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

Property Record Card

General Information

Owner Name:	CITY OF CLERMONT	Alternate Key:	1303192
Mailing Address:	PO BOX 120219 CLERMONT, FL 34712-0219 Update Mailing Address ⓘ	Parcel Number:	14-22-25-000400001700
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.31860
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	LAKE MINNEOLA SHORES CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	LAKE HIAWATHA PRESERVE Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	BEG AT INTERSECTION OF E R/W OF ACL RR R/W WITH MID SEC LINE, RUN SE'LY ALONG SAID E RR R/W LINE TO S LINE OF GOV LOT 5, E TO LAKE, NW'LY ALONG SAID WATERS OF LAKE TO MID SEC LINE, W ALONG MID SEC LINE TO POB ORB 3217 PG 2093 ORB 3618 PG 2050		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	(8089)	0	0		8.91	AC		\$0.00	\$89,011.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
3217 / 2093	7/14/2006	WD	M	V	\$1.00
3618 / 2050	4/23/2008	WD	M	V	\$6,000,000.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	\$89,011	\$89,011	\$0	5.38560	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$89,011	\$89,011	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$89,011	\$89,011	\$0	5.74600	\$0.00
SCHOOL BOARD LOCAL	\$89,011	\$89,011	\$0	1.50000	\$0.00
CITY OF CLERMONT	\$89,011	\$89,011	\$0	3.72900	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$89,011	\$89,011	\$0	0.31640	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$89,011	\$89,011	\$0	0.16000	\$0.00

LAKE COUNTY WATER AUTHORITY	\$89,011	\$89,011	\$0	0.25540	\$0.00
SOUTH LAKE HOSPITAL DIST	\$89,011	\$89,011	\$0	0.76330	\$0.00
				Total: 18.3186	Total: \$0.00

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

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Property data last updated on 1 February 2015.

We are working on a new Interactive Map that will replace this site. We encourage you to test the new site and leave us feedback to help shape its future. [Beta test the new Interactive Map.](#)

Click here to change page title



#	Alt Key	Owner	Parcel Address	Owner Address	Tools
1	1303192	CITY OF CLERMONT	LAKE MINNEOLA SHORES CLERMONT FL 34711	PO BOX 120219 CLERMONT, FL 34712	Zoom In



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Resolution No. 2015-05		
Requested Action		
Move to approve Resolution No. 2015-05.		
Staff Report		
This agreement is required by the Florida Department of Transportation for the landscape maintenance related to the State Road 50 and US Highway 27 improvements. The Florida Department of Transportation agrees to design and install landscaping as proposed under Landscape Plans, Financial Project ID # 435434-1-52-01 within the unpaved areas within the rights of way of the SR 25 (US 27) and SR 50 Interchange. The City of Clermont agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003; as may be amended from time to time. The City of Clermont's responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5); as may be amended from time to time. The maintenance functions to be performed by the City of Clermont shall be subject to periodic inspections by the Florida Department of Transportation. The City of Clermont shall not change or deviate from said plan(s) without written approval of the Florida Department of Transportation. The City of Clermont requested additional landscaping, for this reason, the City of Clermont will be required to maintain said property.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact in current year. Agreement will start with 2018-2019 fiscal year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit A - Resolution No. 2015-05	Exhibit A- Resolution 2015-05.pdf	
2. Exhibit B - Landscape Plans	Exhibit B Landscape Plans.pdf	
3. Exhibit D - Method of Traffic Plan	Exhibit D-Maintenance of Traffic plan.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2015-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING EXECUTION OF THE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, RELATING TO STATE ROAD 25 (U.S. HIGHWAY 27) AT THE STATE ROAD 50 INTERCHANGE RIGHTS-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Clermont agree that landscaping should be installed and maintained within the rights-of-way of State Road 25 (U.S. Highway 27) at the State Road 50 Interchange; and,

WHEREAS, the State of Florida Department of Transportation agrees under certain conditions and has requested the City to execute and deliver to the State of Florida Department of Transportation the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT for the aforesaid project;

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

Section 1

The City Council hereby authorizes the Mayor of the City of Clermont to execute and deliver to the State of Florida Department of Transportation the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT for the aforementioned project.

Section 2

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-05

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida
this 24th day of February, 2015.

City of Clermont

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT "B"

***LANDSCAPE PLANS APPROVED BY THE DISTRICT LANDSCAPE MANAGER, or
DESIGNEE***

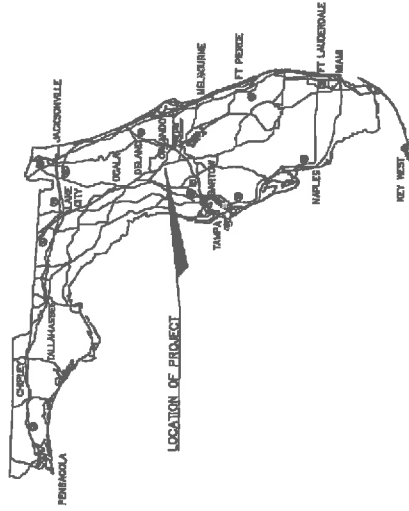
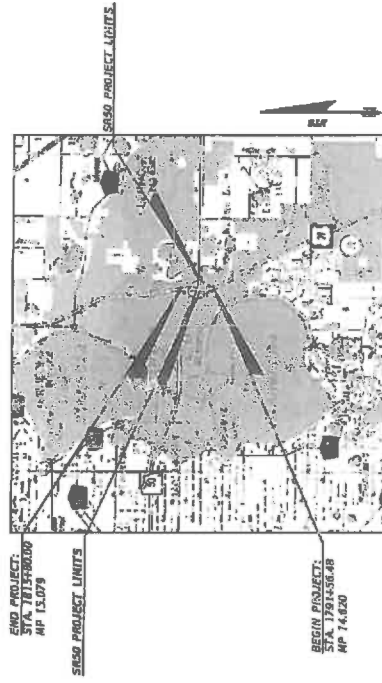
COMPONENTS OF CONTRACT PLANS SET
LANDSCAPE PLANS.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

FINANCIAL PROJECT ID 435434-1-52-01
LAKE COUNTY (11200)
SR 25 AT SR 50 INTERCHANGE

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SURVEY SHEET
LD-3	SUMMARY OF PARTS
LD-4	PAVING PLAN
LD-5	PAVING PLAN
LD-6	PAVING PLAN
LD-7 - LD-13	LANDSCAPE PLANS
LD-14 - LD-16	LANDSCAPE PLANS
LD-17	TYPICAL SECTIONS



LANDSCAPE SHOP DRAWINGS
TO BE SUBMITTED TO:
SUSAN PREIL, RLA
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

PLANS PREPARED BY:
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
AEC000723

CERTIFICATE OF AUTHORIZATION # 24
ISSUANCE # 35-086330091
CONTRACT # C-0807

THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PROJECT LENGTH IS BASED ON CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	2423.92	0.459
BRIDGES	0.0	0.0
NET LENGTH OF PROJECT	2423.92	0.459
EXCEPTIONS	0.0	0.0
GROSS LENGTH OF PROJECT	2423.92	0.459

FOOT PROJECT MANAGER: RICHARD GROOMS

KEY SHEET REVISIONS	DESCRIPTION
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LANDSCAPE PLANS
LANDSCAPE ARCHITECT
OF RECORD

RLA 0000702

FISCAL YEAR	SHEET NO.
15	LD-1

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION
SUSAN LYNN PRET LA NO. 000

LANDSCAPE PLANS

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.003, F.A.C.



ATKINS NORTH AMERICA, INC.

UNL-NDU, FL 32810
CERTIFICATE OF AUTHORIZATION #24
JAMISON RAY EDWARDS, PE NO. 76095

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
LD-74 - LD-18	TEMPORARY TRAFFIC CONTROL PLAN

REVISIONS		DATE		BY	DESCRIPTION

Atlanta North America, Inc.
402 S. Keller Road
Orlando, FL 32810
AAC000723

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
25	LAKE	435434-1-52-01

SIGNATURE SHEET

SHEET
100

LD-2



Florida Department of Transportation

Transport

Proposal Summary of Pay Items

For Proposal: E5W76

12/22/2014 9:10:59 AM

Lead Proposal: 43543415201

Project(s): 43543415201

District: 05

County: LAKE

County/Section:

11200000

0001 SUMMARY OF LANDSCAPE / PERIPHERAL

43543415201 Quantity Total

S	ALT	Item Number	Description	UNIT	Quantity
		0998- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING	LS	1.000
		43543415201			
		0998- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1.000
		43543415201			

999-2 LUMP SUM CONTRACT: ALL OTHER PAY ITEM NUMBERS SHOWN IN THE CONTRACT PLANS ARE PROVIDED ONLY FOR THE PURPOSES OF DESCRIBING THE WORK TO BE PERFORMED. PAY ITEM DESCRIPTIONS ARE FOUND IN THE DEPARTMENT'S BASIS OF ESTIMATES MANUAL.

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION
Landscaper Architect of Record: Adrian Neri / Associates, Inc. 422 S. Keller Road Ocala, FL 32070 352.266.7128 www.adrianglobe.com						STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY 25 LAKE
Financial Project ID: 435434-1-03-01						SUMMARY OF PAY ITEMS
SHEET NO.						LD-3

PAY ITEM NO.	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS					
									LD-8	LD-9	LD-10	LD-11	LD-12	LD-13
580-1-2	Large	AR	Acer rubrum 'Florida Flame'	Red Maple	30 Gal., 2'-2 1/2' Cal., 8'-10' x 3'-4" Spd.	Per plan		EA	1	2	1	1	1	1
	Large	CV	Chionanthus virginicus	White Fringetree	30 Gal., 3-5 Trunks 7'-8' Ht. x 3'-4" Spd.	Per plan		EA	1	1	1	1	1	1
	Large	IS	Juncus roemerianus 'Sillicolor'	Southern Red Cudra	15 Gal., 5'-7' Ht. x 2'-3" Spd.	Per plan		EA						5
	Large	LIM	Lagerstroemia indica 'Muskogee'	Muskogee Grape Myrtle	FG, 3-5 Trunks, 6' CT, 14'-18' x 6'-7" Spd.	Per plan		EA			5			5
	Large	LIN	Lagerstroemia indica 'Walter'	Walter Grape Myrtle	FG, 3-5 Trunks, 6' CT, 14'-18' x 6'-7" Spd.	Per plan		EA		5				
	Large	PD	Phoenix dactylifera	Date Palm	14' CT, Matching	Per plan		EA	6	5	6			5
	Large	PS	Phoenix sylvestris	Silver Date Palm	14' CT	Per plan		EA	3	3	3			3
	Large	PE	Pinus elliptica	Slash Pine	7 Gal., 5'-7' Ht. x 2" Spd. Full	Per plan		EA					12	
	Large	QV	Quercus virginiana	Southern Live Oak	15 Gal., 8'-10' Ht., 1.5'-2" Cal.	Per plan		EA					2	
	Large	TU	Tabebuia umbellata	Yellow Trumpet Tree	50 Gal., 2'-2 1/2" Cal., 8'-10' Ht. x 3'-4" Spd.	Per plan		EA	1	1	1		1	
	Large	TDI	Taxodium distichum	Bald Cypress	30 Gal., 2' Cal., 10'-12' Ht.	Per plan		EA		3	1		4	
	Large	TDI	Taxodium distichum	Bald Cypress	65 Gal., 3 1/2" Cal., 14'-18' Ht. x 4'-5" Spd.	Per plan		EA	2	1	1			

NOTE:
SHEETS LD-7, LD-12, AND LD-13 HAVE NO LANDSCAPE.

DATE		BY	APPROVED	DATE	BY	DESIGNATION	L. J. Pugh L. J. Pugh 402 E. Main Road Chesley, AL 36810 205-647-7274 www.ljpuhg.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 26 COUNTY LAKE PROJECT NO. 435434-1-52-01		TABULATION OF QUANTITIES PLANT SCHEDULE		SHEET NO. LD-4	
------	--	----	----------	------	----	-------------	---	--	--	--	--	--	----------------------	--

GENERAL NOTES:

1. Flag all planting locations prior to installation. All planting locations must be approved by and may be adjusted by the FDOT District Landscape Architect or Engineer.

2. Container size shall be as specified. A minimum of 80% of the container root ball must be bound by the root system. Encircling or "ring" roots are prohibited.

3. Contractor is responsible for their own plant quantity take-off and shall provide all plant material required as shown on landscape plans. If there is a conflict in plan quantities and tabulation of quantities, the plans take precedence.

4. Landscape material shall be adjusted in the field to avoid conflicts with any utility structures, drainage structures, ditches, underdrains, ditch block, stormwater management facilities, drainage discharge paths, traffic signage, ITS cameras, lighting and their appurtenances. If a conflict exists, the Contractor shall notify the FDOT District Landscape Architect prior to the commencement of any activity. The Contractor shall not knowingly place plants where such a conflict exists. Any costs to remove and/or repair work placed that has not been approved by the FDOT Engineer or the FDOT District Landscape Architect shall be at the Contractor's expense.

5. Mulch beds and tree rings with a 3" wetted depth layer of pine straw mulch. (No cypress mulch is permitted.)

6. Pre-emergent granular herbicide shall be applied to all individual mulch rings. The herbicide active ingredients shall be suitable for control of annual and perennial broadleaf weeds and grasses. The granular herbicide shall be applied by hand after planting and before placing mulch. The herbicide shall be applied at a rate recommended by the manufacturer.

7. The contractor shall treat the root ball of all trees and shrubs immediately adjacent to the root ball in the upper 8-10 inches of the planting hole with the manufacturer's recommended amount of mycorrhizal fungal inoculants, to include at a minimum the following mycorrhizal:

- Endomycorrhizal fungus
- Ectomycorrhizal fungus
- Fungic acid
- Trichoderma
- Phosphate solubilizing, nitrogen fixing and growth promoting bacteria
- Humic acid derived from Leonardia
- Sea telp extract (Ascophyllum nodosum)
- Yucca plant extract (Yucca schottigera)
- Water holding polymer (cross linked acrylamide and potassium acrylate)
- Particle size: 0.8 mm to 2.0 mm
- Percent soluble: less than 0.05%
- Absorption rate: 300-400 times in distilled water.

Submit sample of mycorrhizal for acceptance by FDOT Landscape Architect.

8. Soil shall be tested and amended as needed to provide optimum planting medium for plant growth.

9. Pond A-SW, Pond A-WW, Pond A-SE, Pond A-NE are dry detention areas.

10. The Contractor's Professional Engineer (PE), or Certified Professional in Erosion and Sediment Control (CPESC) will prepare and submit a site-specific erosion and sediment control plan to the Owner's representative for review and approval. The erosion and sediment control plan shall follow guidelines documented in the State of Florida, Erosion and Sediment Control Design and Reviewer Manual, dated June 2007. (<http://dep.state.fl.us/water/wetlands/erps/rules/guide.htm>)

11. No lane closures will be permitted during special events. Events calendar is available online at www.cityofclermontfl.com.

UTILITY NOTES:

1. The location(s) of utilities shown in the plans (including those designated Vv, Vh and Vch) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

2. All existing utilities are to remain in place.

3. Utility/Agency Owners:

Companies	Telephone Numbers
City of Clermont	352-241-0178
Bright House Networks, LLC	386-775-4444 Ext: 7123
Proquest Energy/Customers Service Center	800-700-8744
Level 3 Communications LLC	720-888-2061
Lake Apopka Natural Gas District	407-636-2734 Ext: 116
Lake County Utility Services, Inc.	407-869-1919
WCI Verizon Florida	813-740-1231
AT&T Distribution	407-539-0644
Century Link	407-814-5344
Lake County Traffic Operations	352-742-1766

4. The Contractor shall notify all existing utility owners through Sunshine One Call of Florida, Inc. 811 (1-800-432-4770) two business days prior to excavating. Should a conflict with the utilities be found, the Contractor shall notify the Landscape Architect to adjust plant materials to avoid conflicts with overhead or underground utilities. A Utility Representative shall be present if landscaping near a utility requires any excavation greater than 30".

5. See plans for landscape setbacks from utilities. When no setback is noted the following shall apply:

Fence	5'
Drainage structures	5'
Overhead utilities	10'
Underground Utilities	5'
Guardrail	8'

DATE		BY	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 25 COUNTY LAKE PHYSICAL PROJECT ID 435034-1-52-01 GENERAL NOTES SHEET NO. LD-5							

Landscape Architect of Record

Adrian Thoma Associates, Inc.

400 S. Orange Avenue, Suite 200

Orlando, FL 32810

AA0000713

www.adrianthoma.com

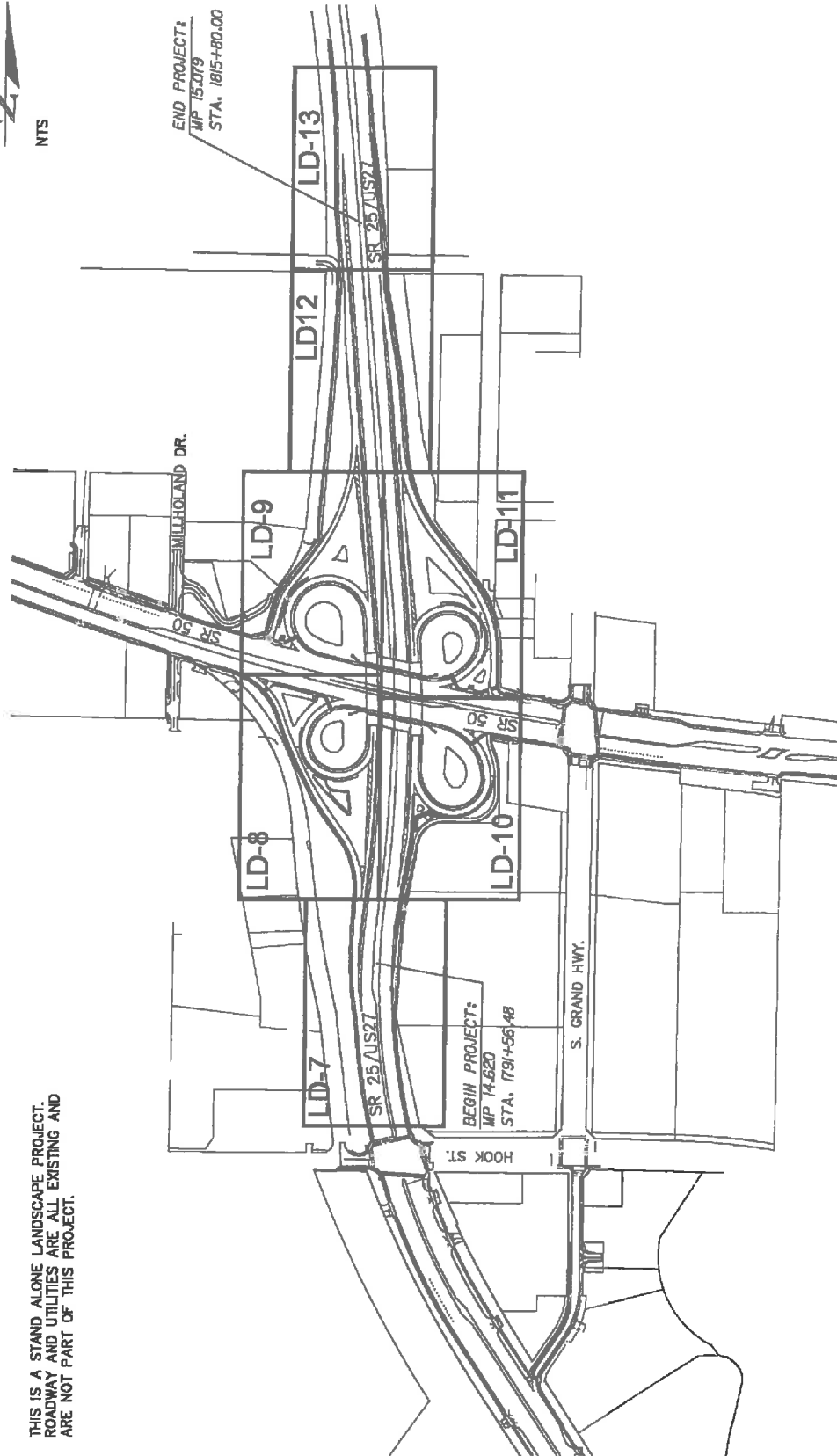
Project No. 435034-1-52-01

400 S. Orange Avenue, Suite 200

Orlando, FL 32810

AA0000713

www.adrianthoma.com



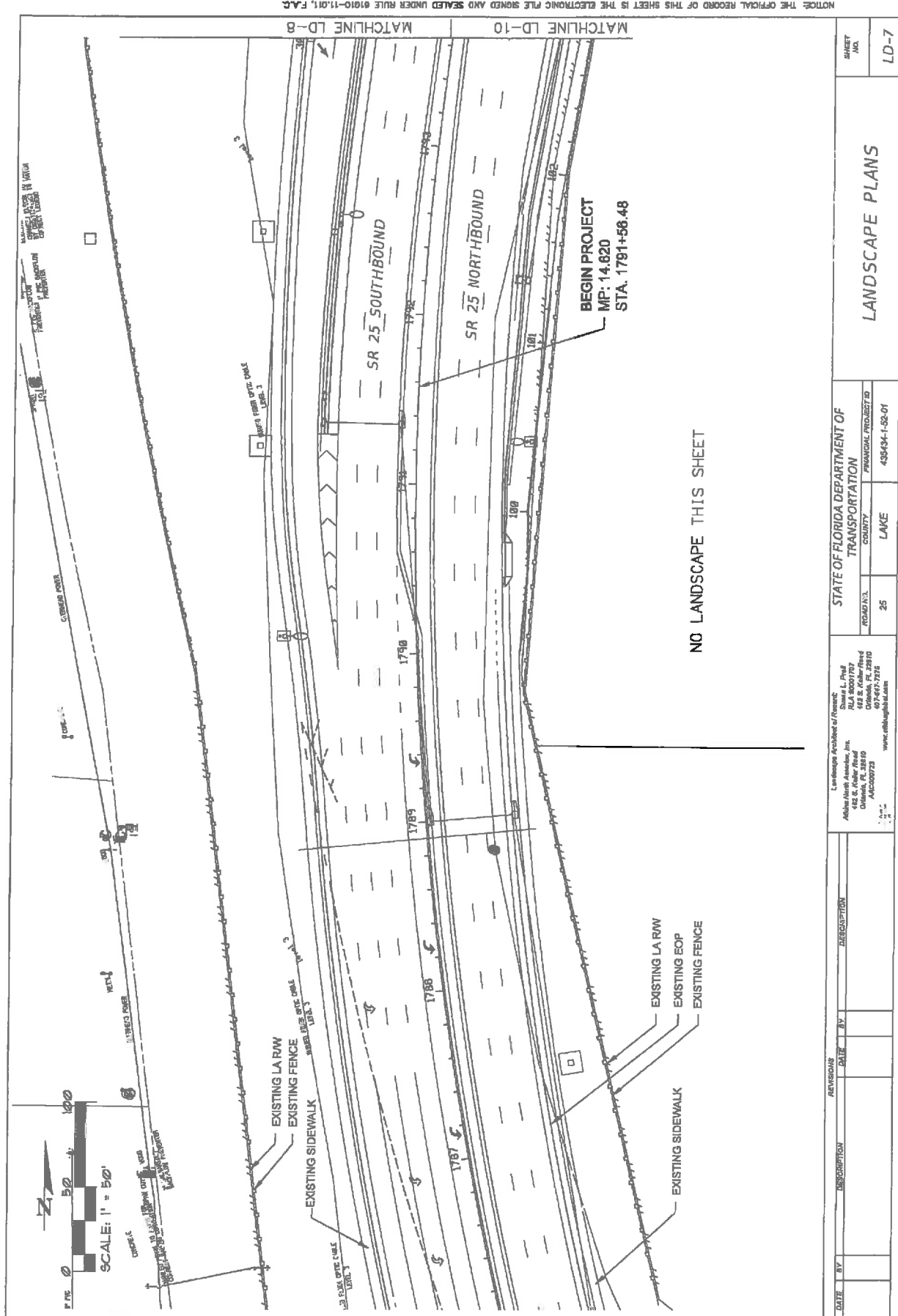
END PROJECT: MP 15.079 STA. 1815+80.00

BEGIN PROJECT:	MP 14.620
	STA. 1791+56.48

S. GRAND HWY.

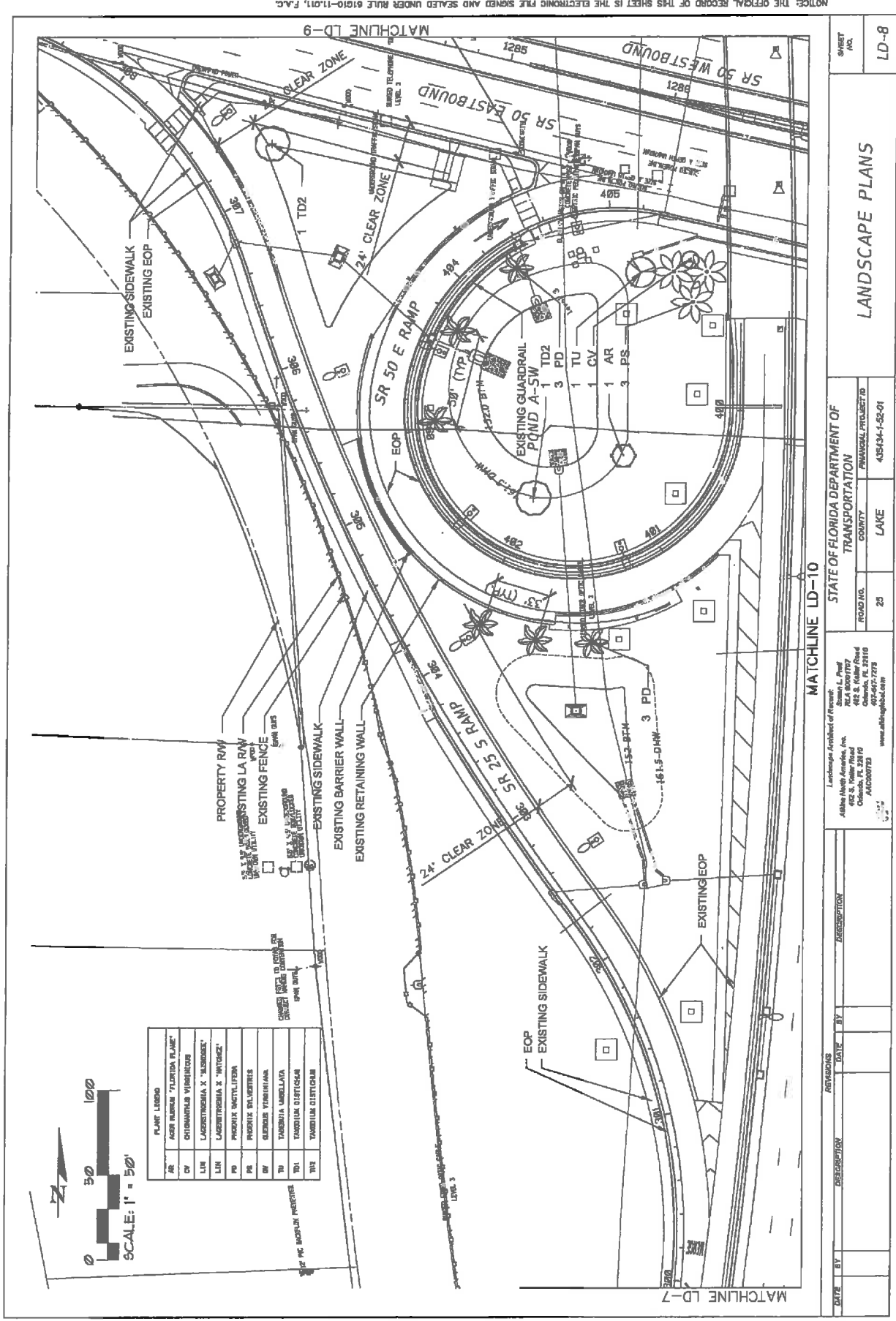
REVISED		DATE		BY	DESCRIPTION
ALBANY HEALTH ASSURANCE, INC. 483 S. Keller Road Orlando, FL 32810 TEL: 408-1231 FAX: 408-1231 www.albanyhealth.com					
Licensee/Authorized Representative: Ronald L. Paul FLA 80041767 483 S. Keller Road Orlando, FL 32810 407-447-7278 www.albanyhealth.com					
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO.		COUNTY	FINANCIAL PROJECT ID
		25		LAKE	436434-1-02-01
PROJECT LAYOUT					
SHEET NO. LD-6					

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

LANDSCAPE PLANS		SHEET NO. LD-7	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT ID 438434-1-S2-01	
ROAD NO. 25	COUNTY LAKE		
Landscape Architect of Record: Adrian Martin Associates, Inc. 1415 S. Kirkland Road Ocala, FL 32610 A/C000723 www.adrianmartin.com		Project Engineer: L. Paul RLA 8000197 442 S. Kirkland Road Ocala, FL 32610 01/24/07, 07/23	
DATE	BY	DESCRIPTION	REVISION

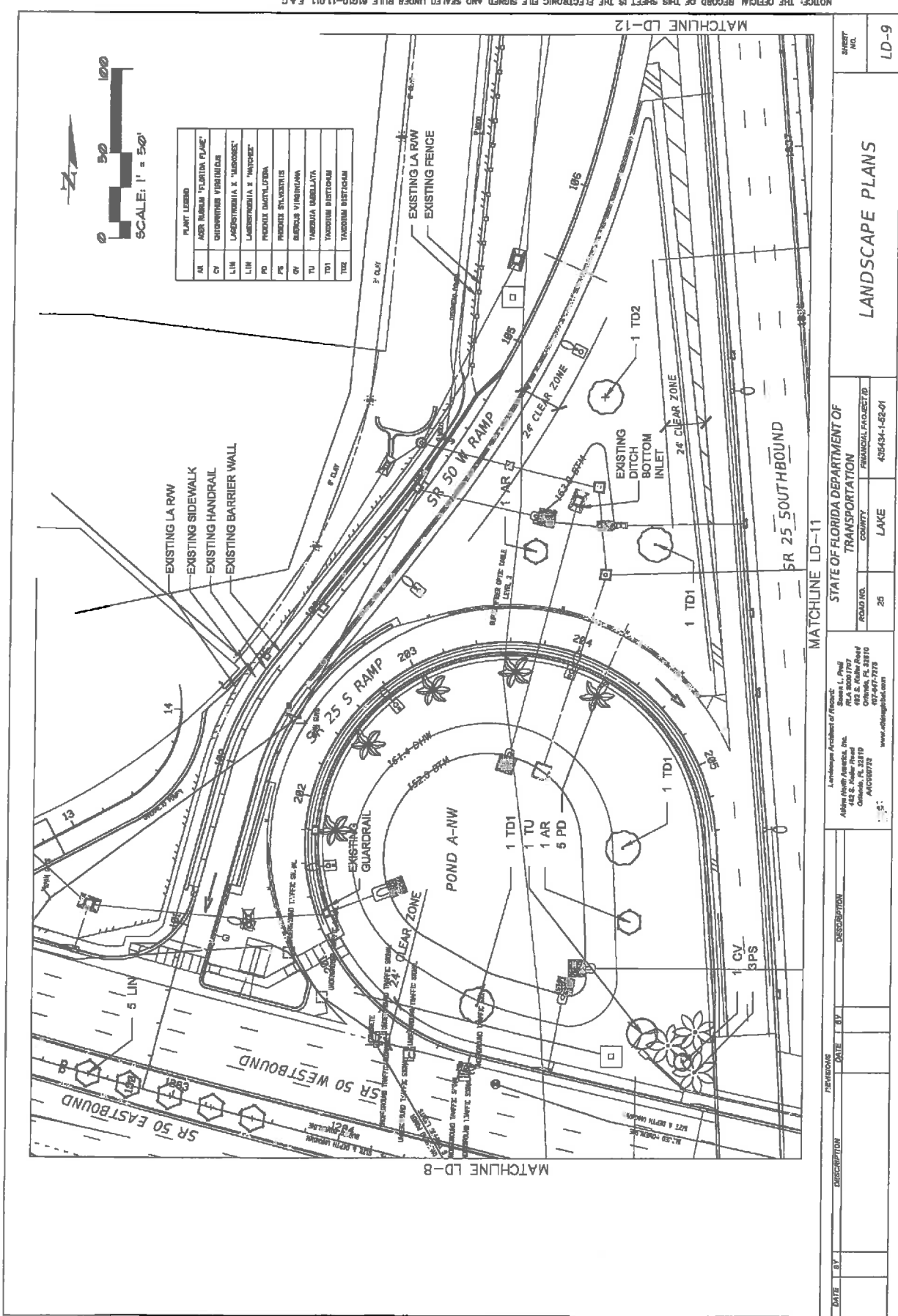


PLANT LEGEND

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TD2	TAXODIUM DISTICHUM

DATE		BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION
LANDSCAPE ARCHITECT OF RECORD: ALABAMA HUBBARD ASSOCIATES, INC. 402 S. FIDELITY ROAD OMAHA, NE 68102 402-547-7278 www.alhba.com							
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 23 COUNTY LAKE FINANCIAL PROJECT ID 435434-1-52-01				SHEET NO. LD-8			

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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

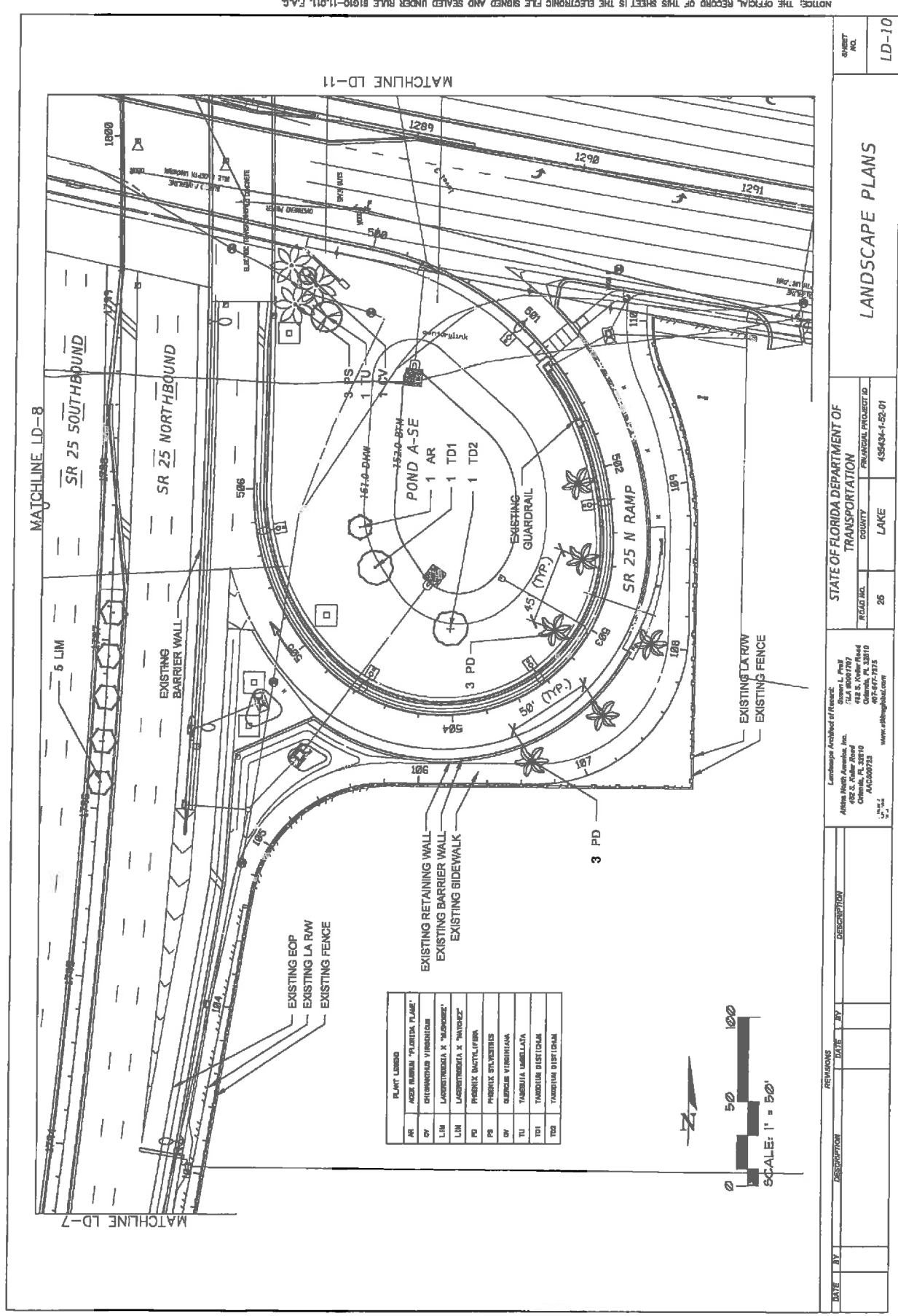
L. J. ...
 482 E. ...
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STATE OF FLORIDA DEPARTMENT OF
 TRANSPORTATION
 ROAD NO. 25 COUNTY LAKE
 FINANCIAL PROJECT ID 435434-1-82-01

MATCHLINE LD-11
 MATCHLINE LD-12

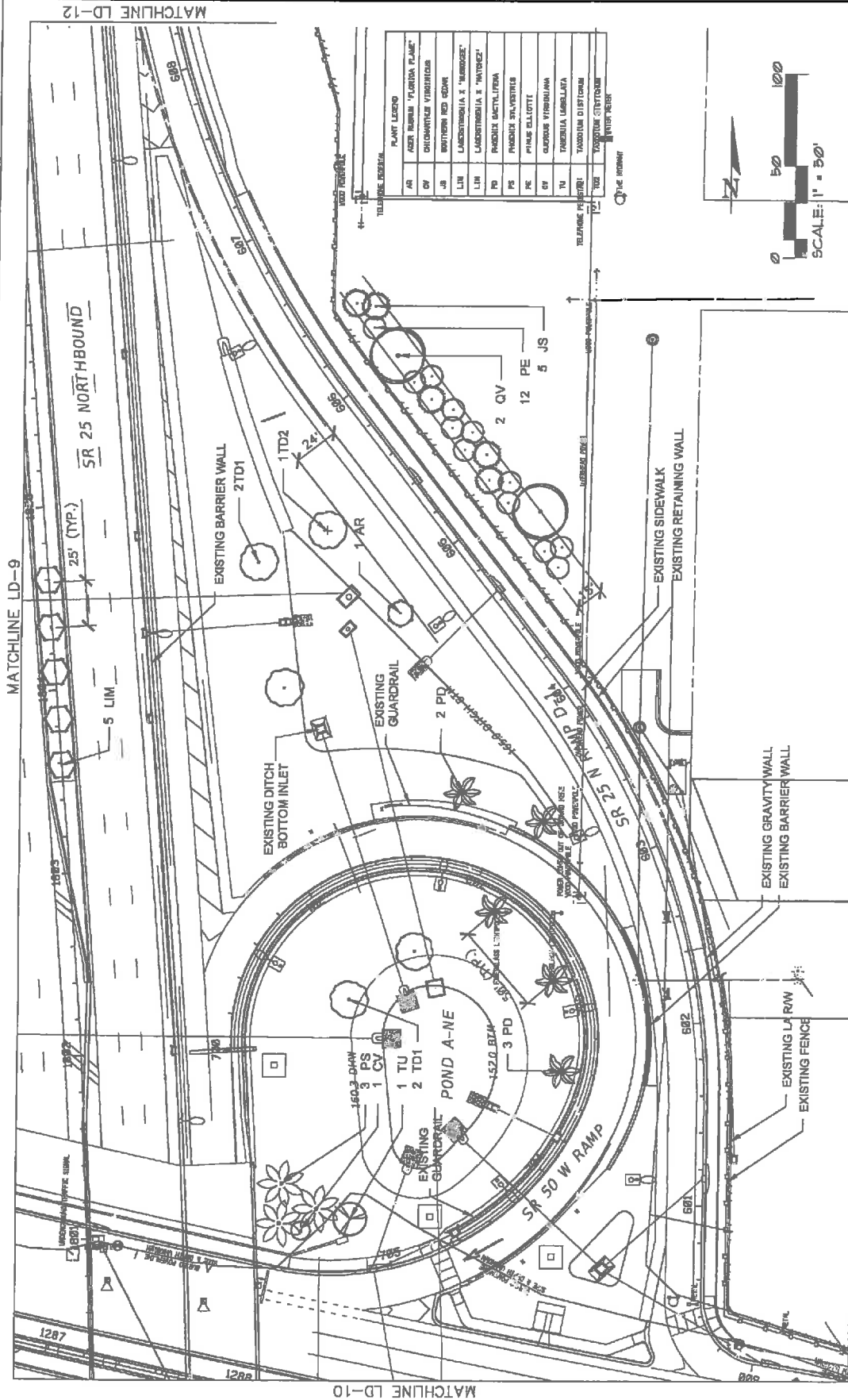
LANDSCAPE PLANS
 LD-9

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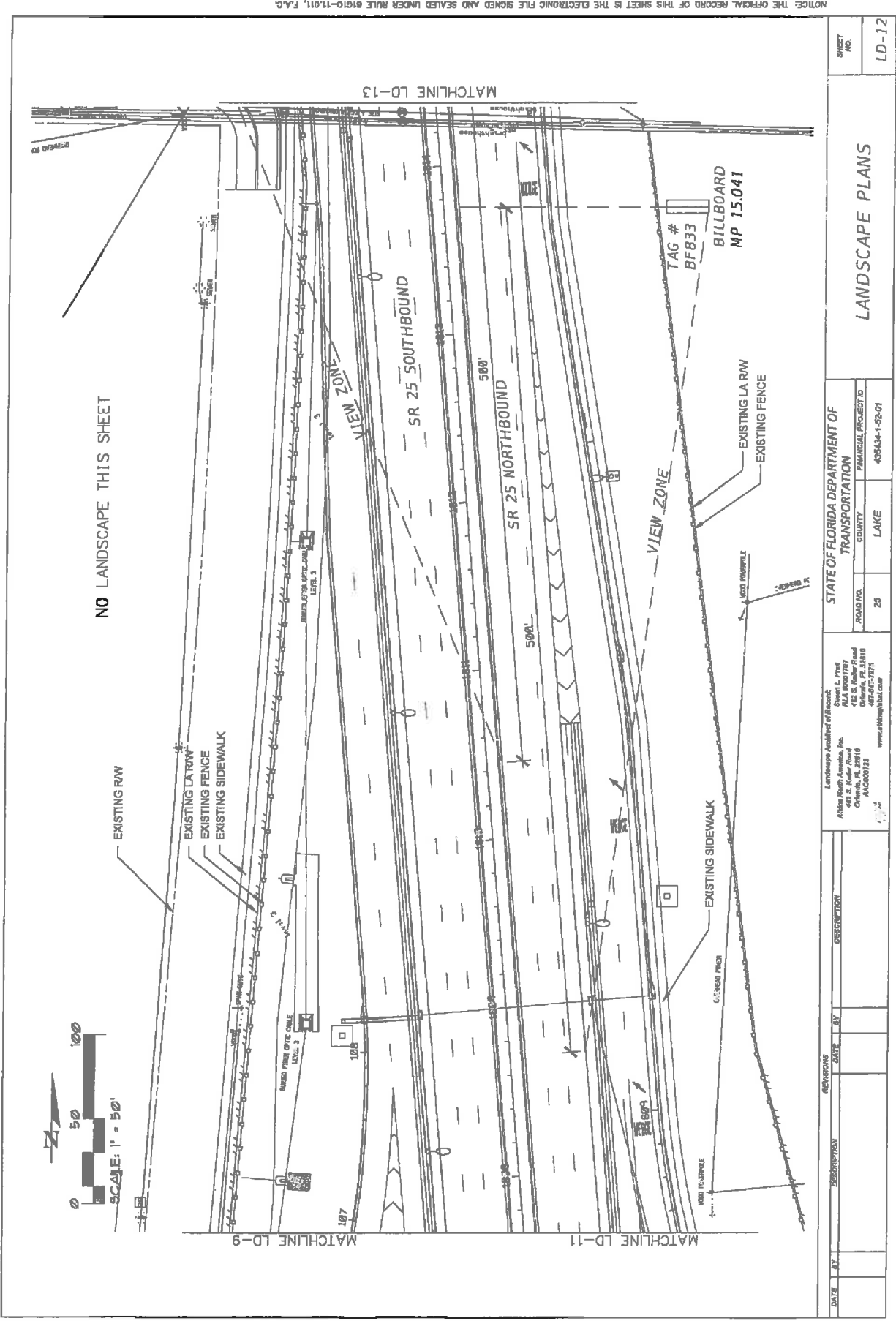
DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF FLORIDA ADRIAN NORTH AMERICA, INC. 400 S. Palm Beach Suite 100 Palm Beach, FL 33480 407-647-7275 www.adrianarchitect.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 25 COUNTY LAKE FINANCIAL PROJECT ID 436434-1-02-01	SHEET NO. LD-10
---	--	---	--------------------



DATE		BY	DESCRIPTION	REVISIONS	
Landscapes Architect of Record: Shawn L. Ford Adrian Huth Associates, Inc. 4815 N. Federal Highway 481 S. Federal Road Ocala, FL 32619 4042981773 State of Florida Department of Transportation FLA 80091797 481 S. Federal Road Ocala, FL 32619 4042981773 Project Information: ROAD NO. 215 COUNTY LAKE PROJECT ID 435434-1-55-01 Scale: 1" = 10'-0" www.dhengineering.com					
LANDSCAPE PLANS					
SHEET NO.		LD-11			

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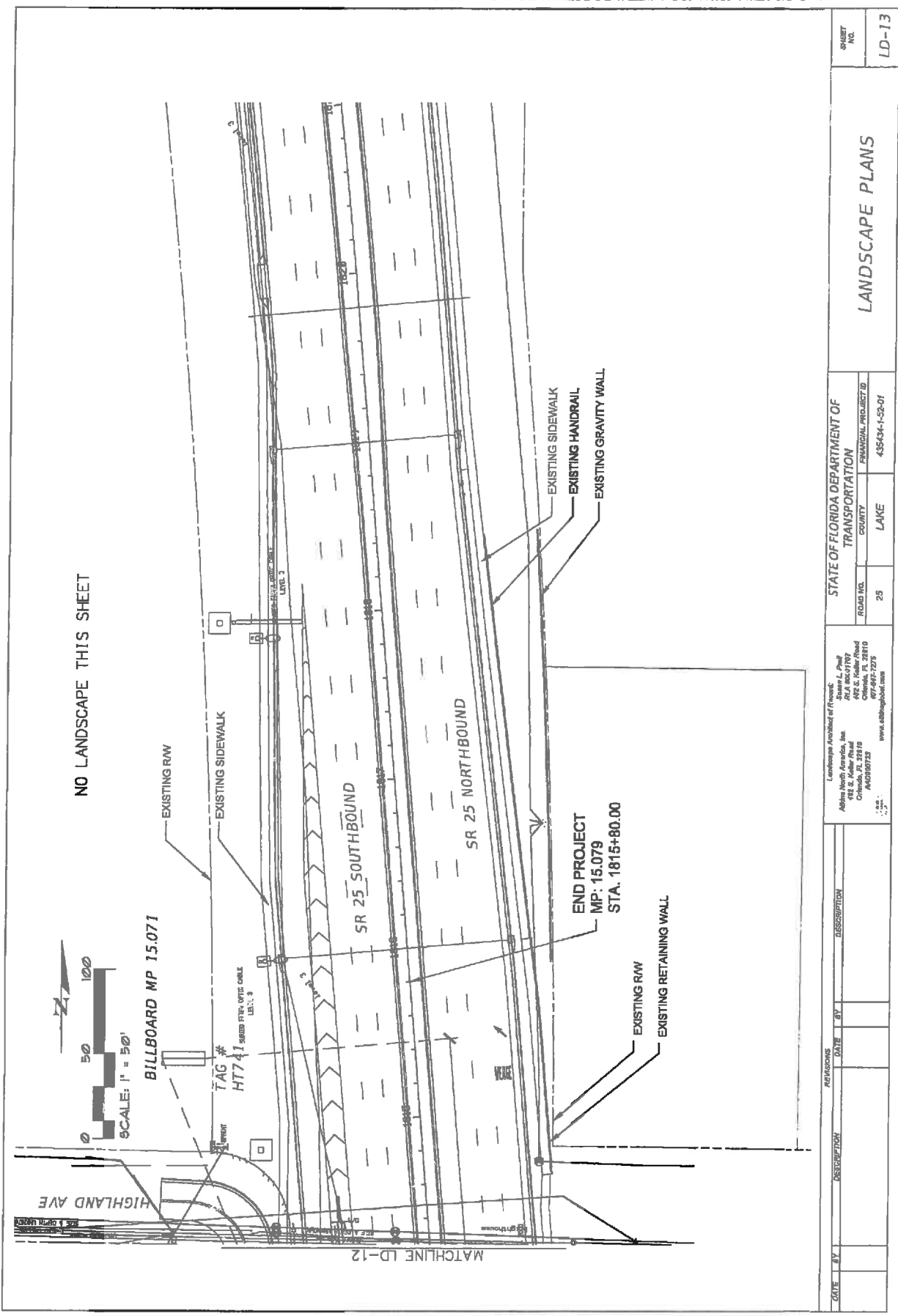
NO LANDSCAPE THIS SHEET

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS						DATE		BY	DESCRIPTION
DATE		BY	DESCRIPTION	DATE		BY		DESCRIPTION	
LANDSCAPE ARCHITECT OF RECORD									
Landscape Architect of Record Stuart L. Prall ALA 89061787 412 S. Fuller Road Chesapeake, FL 33516 AL0009723 www.stuartlprall.com									
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION									
ROAD NO.				COUNTY		FINANCIAL PROJECT ID			
23				LAKE		436434-1-52-01			
LANDSCAPE PLANS									
SHEET NO.									
LD-12									

Landscape Architect of Record:
 Atkins North America, Inc.
 100 E. Main Street
 Orlando, FL 32801
 AAC000728
 www.atkinsna.com

STATE OF FLORIDA DEPARTMENT OF
 TRANSPORTATION
 ROAD NO. 23
 COUNTY LAKE
 PROJECT NO. 436434-1-52-01



NO LANDSCAPE THIS SHEET

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61.010-11.011, F.A.C.

DATE		BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION
Adrian North American, Inc. 492 E. Koller Road Ocala, FL 32810 407-466-7275 www.adrianinc.com LANDSCAPE ARCHITECT OF FLORIDA No. 12-2 R.A. 11187 492 E. Koller Road Ocala, FL 32810 407-466-7275 www.adrianinc.com							
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				PROJECT ID			
ROAD NO.				COUNTY	LAKE	PROJECT ID	
25				LAKE		435434-1-52-01	
LANDSCAPE PLANS							
SHEET NO.							
LD-13							

TEMPORARY TRAFFIC CONTROL PLAN

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING FOOT BUS DESIGN STANDARDS:

- GENERAL INFORMATION - INDEX 600
- MULTILANE WORK ON SHOULDER - INDEX 601
- MULTILANE WORK WITHIN THE MEDIAN OR OUTSIDE THE TRAVEL WAY - INDEX 602
- MULTILANE WORK IN INTERSECTION - INDEX 603
- MULTILANE WORK NEAR INTERSECTION - INDEX 604

2. POSTED SPEEDS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION:

- 20 MPH
- 30 MPH
- 40 MPH
- 45 MPH
- 50 MPH

3. ALL VEHICLES, EQUIPMENT, MACHINERY AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.

4. NO LANE CLOSURES SHALL BE PERMITTED ON SR 25 AND SR 50 BETWEEN THE HOURS OF 7:00 AM TO 7:00 PM. ONE CLOSED LANE MAY BE CLOSED DURING ACTIVE WORK PERIODS.

5. TRAFFIC CONTROL OFFICERS SHALL BE PROVIDED DURING ALL LANE CLOSURES, MINIMUM ONE OFFICER PER CLOSED LANE.

6. PORTABLE-CHANGEABLE MESSAGE SIGNS (PCMS) SHALL BE PROVIDED DURING AND IN ADVANCE OF ALL LANE CLOSURES. TWO (2) PCMS, MINIMUM, SHALL BE PROVIDED FOR EACH LANE CLOSURE FOR SEVEN (7) DAYS PRIOR TO CLOSURE THROUGH END OF CLOSURE.

7. EMISSION CONTROL DEVICES MUST BE IN PLACE PRIOR TO THE START OF CONSTRUCTION TO PREVENT SEEDING FROM DISCHARGING WITH RUNOFF.

8. ALL ROAD NAME SIGNS SHALL BE CLEARLY VISIBLE TO TRAFFIC DURING THE CONSTRUCTION PERIOD.

9. INITIAL ONE (1) PORTABLE-CHANGEABLE MESSAGE SIGN (PCMS) AT EACH END OF SR 50 PROJECT LIMITS THREE (3) WEEKS PRIOR TO CONSTRUCTION BEGINNING. THE PCMS SHOULD READ:

MESSAGE 1

SR 50 ROAD WORK

MESSAGE 2

BEGINS MM/DD

INSTALL ONE (1) PORTABLE-CHANGEABLE MESSAGE SIGN (PCMS) AT EACH END OF SR 50 CONSTRUCTION LIMITS THREE (3) WEEKS PRIOR TO CONSTRUCTION BEGINNING. THE PCMS SHOULD READ:

MESSAGE 1

SR 25 ROAD WORK

MESSAGE 2

BEGINS MM/DD

10. CONSTRUCTION WORK WITHIN FOOT OF A SIGNALIZED INTERSECTION SHALL BE LIMITED TO 7:00 PM TO 7:00 AM OPERATIONS. HOURS SHALL BE CONSISTENT WITH LANE CLOSURE RESTRICTIONS - SEE NOTE 4.

LYNN BUS NOTES

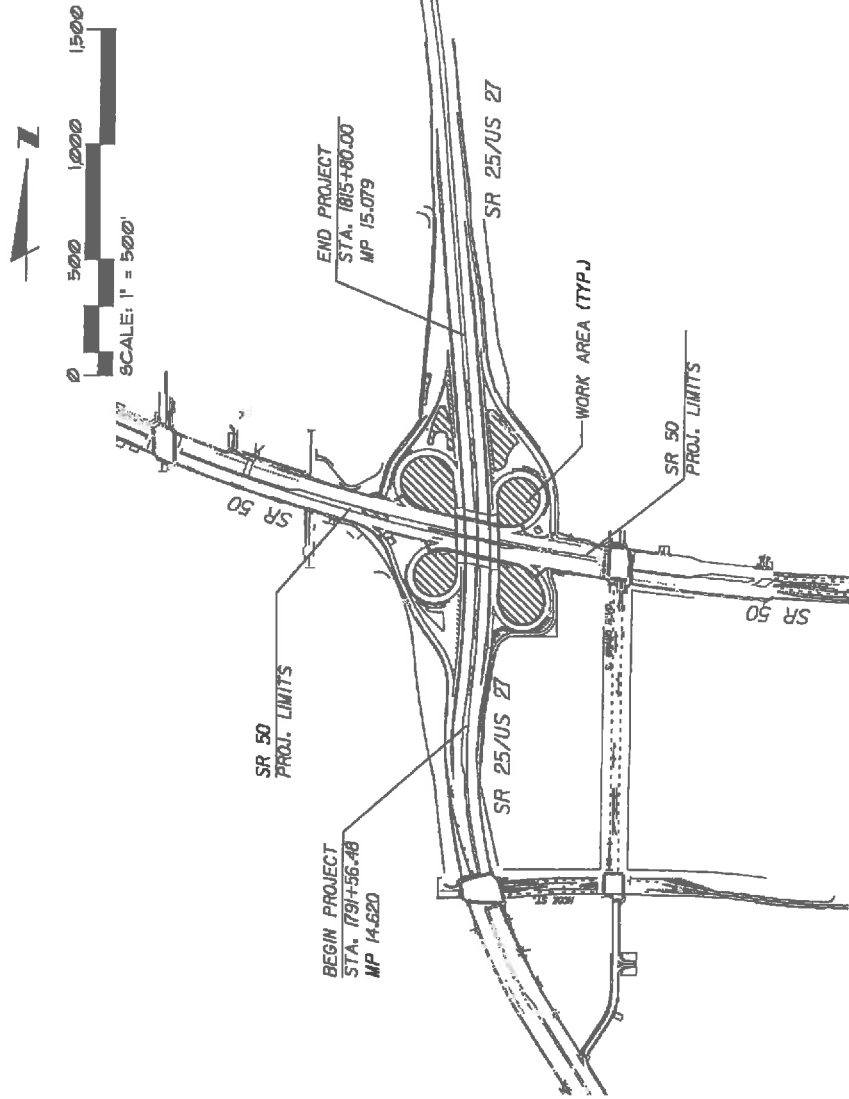
1. LYNN BUS STOP SIGNS ARE NOT TO BE MOVED NOR REMOVED BY THE CONTRACTOR. ALL BUSES SHOULD BE COORDINATED WITH AND HANDLED BY THE LYNN BUS STOP COORDINATOR AT 1401 25th AVE. AT LEAST ONE (1) BUS MUST BE AVAILABLE TO SERVE THE PROJECT AREA.
2. THE CONTRACTOR MUST PLAN FOR BUS STOPS TO REMAIN IN USE, INCLUDING PEDESTRIAN ACCESS TO AND FROM THE BUS STOP. BUSES WILL BE REQUIRED TO MAINTAIN ACCESS TO THE BUS STOP DURING ALL LANE CLOSURES. TRAFFIC SHIFT OR DETOUR TO COORDINATE ANY BUS ROUTE RE-ENTRY OR BUS STOP RELOCATION.
3. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO ALL BUS STOPS DURING ALL LANE CLOSURES. BUSES WILL BE REQUIRED TO MAINTAIN ACCESS TO THE BUS STOP DURING ALL LANE CLOSURES. TRAFFIC SHIFT OR DETOUR TO COORDINATE ANY BUS ROUTE RE-ENTRY OR BUS STOP RELOCATION.
4. ADVANCE NOTICE OF LANE CLOSURES OR INTERSECTION CLOSURES AND RESTRICTIONS SHOULD BE SHARED WITH LYNN WITH AT LEAST 7 DAYS NOTICE, WHERE POSSIBLE. NOTIFICATION SHOULD BE SENT TO THE ASSISTANT CHIEF SUPERVISOR AT 1401 25th AVE. UTILITY@LYNNFLA.COM WITH A COPY TO THE CHIEF SUPERVISOR AT 1401 25th AVE. UTILITY@LYNNFLA.COM.
5. ACCESS TO LYNN BUSES SHOULD REMAIN OPEN. BUSES MAKE TURNING MOVEMENTS IN YOUR PROJECT AREA. PEDESTRIAN ACCESS WILL NEED TO REMAIN POSSIBLE THROUGHOUT CONSTRUCTION. LYNN ROUTE STATION MAP IS AVAILABLE ONLINE AT www.lynnfla.com.

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

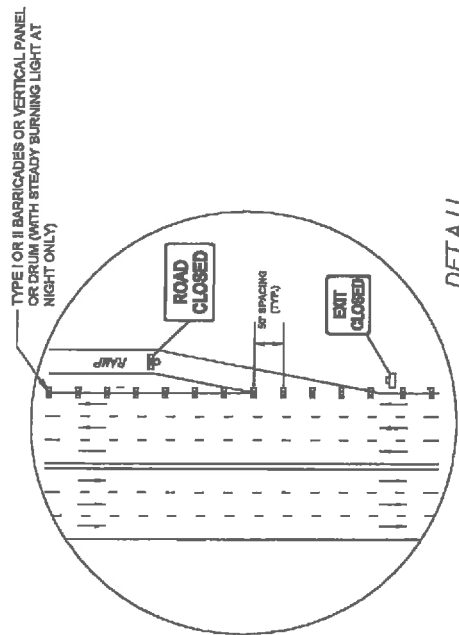
Engineer of Record:
 Atlas North America, Inc.
 402 S. Keller Road
 Orlando, FL 32810
 A-2008723
 W-2.ellis@atlasna.com

STATE OF FLORIDA DEPARTMENT OF
 TRANSPORTATION
 ROAD NO. 25 COUNTY LAKE LAKE
 FINANCIAL PROJECT ID 435434-1-52-01

TEMPORARY TRAFFIC
 CONTROL PLAN
 SHEET NO. LD-14

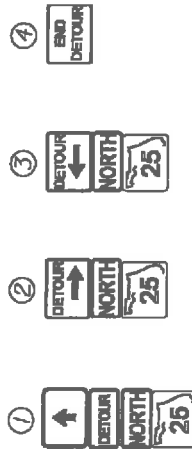


2. THE PORTABLE CHARGEABLE MESSAGE STONES (PCMS) ARE INTENDED TO BE PLACED DURING THE CUTTING DETOUR. THE PCMS LOCATIONS MAY BE ADJUSTED SLIGHTLY TO AVOID CONFLICT WITH EXISTING FEATURES.

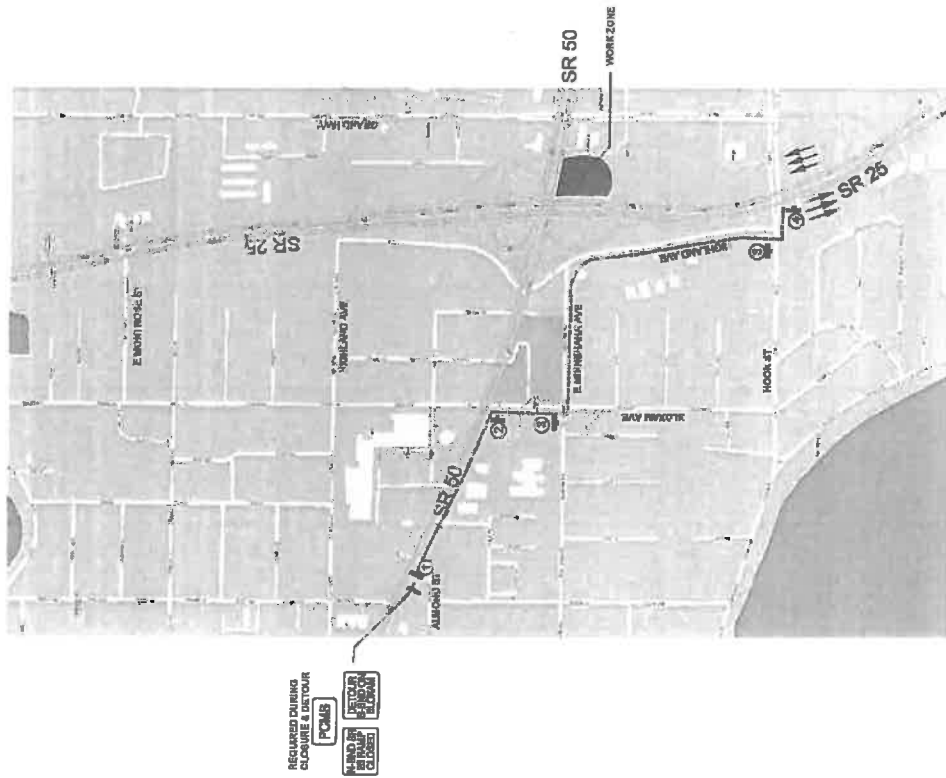


DETAIL
RAMP CLOSURE

LEGEND



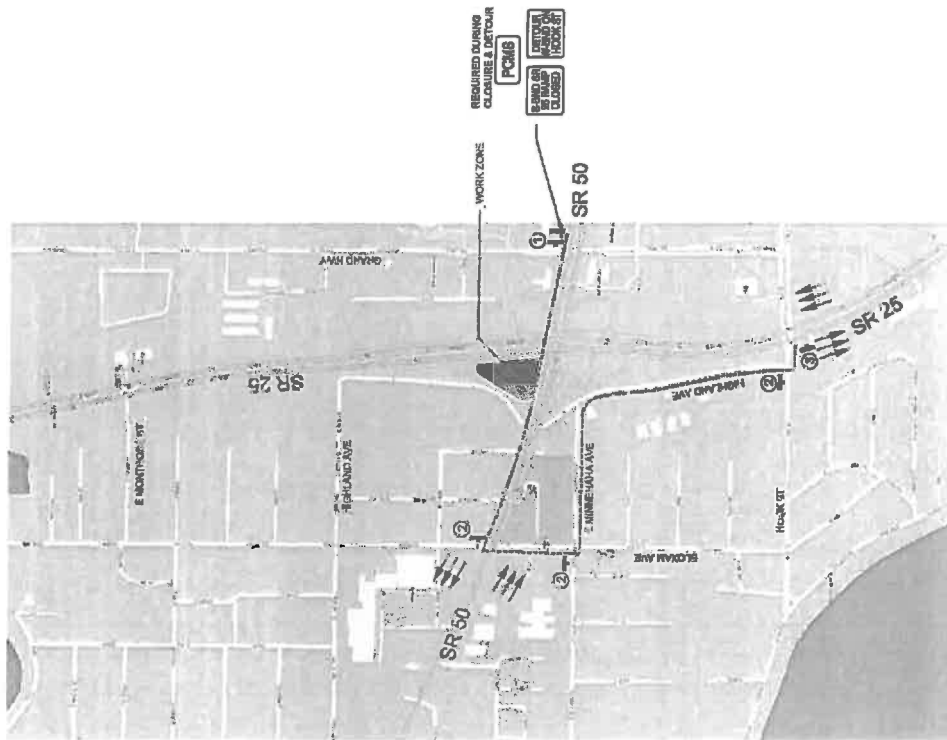
NB SR 25 RAMP CLOSURE DETOUR



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
Engineer of R. I. L. Atkins North America, Inc. 482 S. Keller Road Orlando, FL 32810 407-352-7275 atkinsna.com PE # 76955 Orlando, FL 32810 407-352-7275 atkinsna.com STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table><tr><td>ROAD NO.</td><td>COUNTY</td><td>FINANCIAL PROJECT ID</td></tr><tr><td>25</td><td>LAKE</td><td>435434-1-52-01</td></tr></table> SHEET NO. LD-15 TEMPORARY TRAFFIC CONTROL PLAN						ROAD NO.	COUNTY	FINANCIAL PROJECT ID	25	LAKE	435434-1-52-01
ROAD NO.	COUNTY	FINANCIAL PROJECT ID									
25	LAKE	435434-1-52-01									

1. THE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ARE INTENDED TO BE PLACED DURING THE ENTIRE DETOUR. THE PCMS LOCATIONS MAY BE ADJUSTED SLIGHTLY TO AVOID CONFLICT WITH EXISTING FEATURES.



**REQUIRED DURING
CLOSURE & DETOUR**

PCMS

**2-BND GR
15 MAJ
CLOSED**

**DETOUT
MAJ ON
HOOK ST**

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G16-23.003, F.A.C.

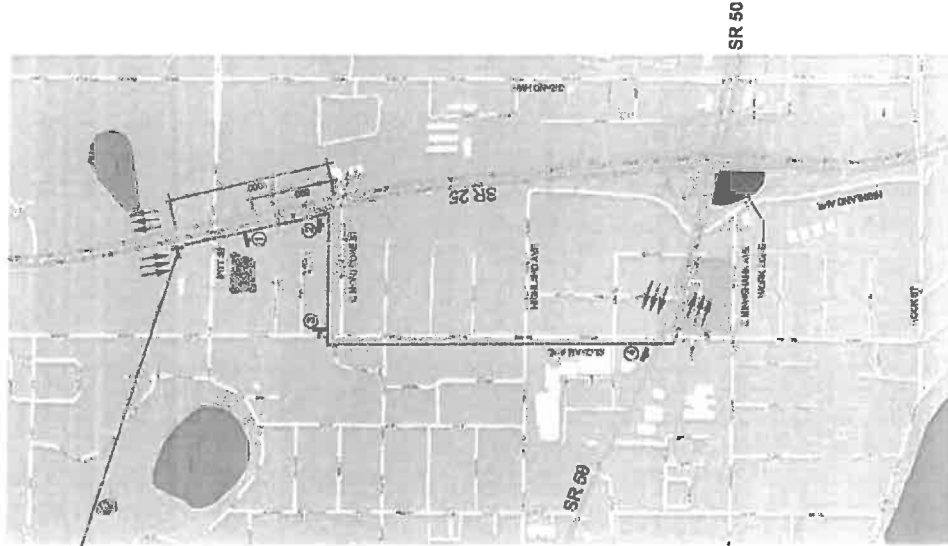
DATE	BY	DESCRIPTION	PROVISIONS
		DESCRIPTION	BY
Engineer of Record: A-Line North America, Inc. 482 S. Keller Road Orlando, FL 32810 407-377-1275 www.aln1 - global.com			
17340 NO. 25		COUNTY LAKE	FINANCIAL PROJECT ID 435434-1-52-01
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			
TEMPORARY TRAFFIC CONTROL PLAN			
SHEET NO.		LD-16	

6. THE PORTABLE CHARGEABLE MESSAGE SIGNS DESIGNED TO BE PLACED DURING THE ENTIRE DETOUR. THE PONS LOCATIONS CAN BE ADJUSTED SLIGHTLY TO AVOID CONFLICT WITH EXISTING FEATURES.



- ①    
- ②    
- ③    
- ④ 

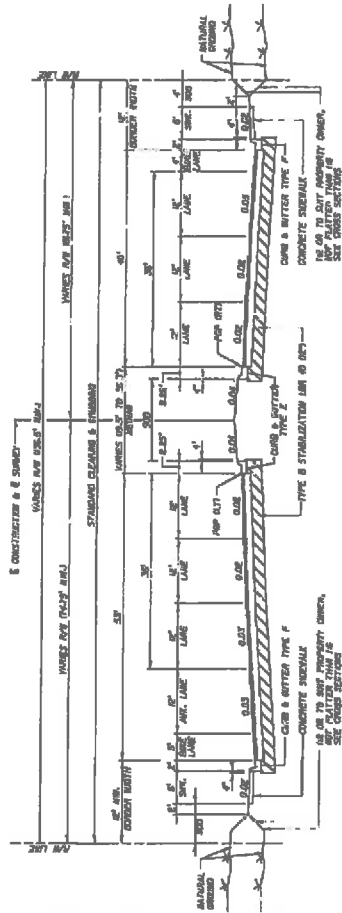
REQUIRED DURING
CLOSURE & OUTGOING



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

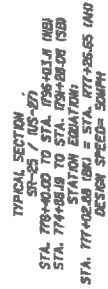
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		TEMPORARY TRAFFIC CONTROL PLAN	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ENGINEER OF RECORD	FINANCIAL PROJECT ID
						Engineer of Record: Alvin North & Associates, Inc. PE # 79095 482 S. Keller Road Orlando, FL 32810 407-447-1215 www.alvinng.com	435434-1-52-01
						RD/ST ID: 25 LAKE	COUNTY: LAKE
						PROJECT NO.: 435434-1-52-01	PROJECT NAME: TEMPORARY TRAFFIC CONTROL PLAN
						PROJECT LOCATION: LAKE	PROJECT DATE: 10/1/2010
						PROJECT STATUS: 10/1/2010	PROJECT TYPE: 10/1/2010
						PROJECT DESCRIPTION: 10/1/2010	PROJECT COMMENTS: 10/1/2010
						PROJECT CONTACT: 10/1/2010	PROJECT APPROVAL: 10/1/2010
						PROJECT REVIEW: 10/1/2010	PROJECT SIGNATURE: 10/1/2010
						PROJECT CHECK: 10/1/2010	PROJECT DATE: 10/1/2010
						PROJECT TIME: 10/1/2010	PROJECT LOCATION: 10/1/2010
						PROJECT STATUS: 10/1/2010	PROJECT TYPE: 10/1/2010
						PROJECT DESCRIPTION: 10/1/2010	PROJECT COMMENTS: 10/1/2010
						PROJECT CONTACT: 10/1/2010	PROJECT APPROVAL: 10/1/2010
						PROJECT REVIEW: 10/1/2010	PROJECT SIGNATURE: 10/1/2010
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						PROJECT TIME: 10/1/2010	PROJECT LOCATION: 10/1/2010
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						PROJECT CHECK: 10/1/2010	PROJECT DATE: 10/1/2010
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						PROJECT STATUS: 10/1/2010	PROJECT TYPE: 10/1/2010
						PROJECT DESCRIPTION: 10/1/2010	PROJECT COMMENTS: 10/1/2010
						PROJECT CONTACT: 10/1/2010	PROJECT APPROVAL: 10/1/2010
						PROJECT REVIEW: 10/1/2010	PROJECT SIGNATURE: 10/1/2010
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						PROJECT TIME: 10/1/2010	PROJECT LOCATION: 10/1/2010
						PROJECT STATUS: 10/1/2010	PROJECT TYPE: 10/1/2010
						PROJECT DESCRIPTION: 10/1/2010	PROJECT COMMENTS: 10/1/2010
						PROJECT CONTACT: 10/1/2010	PROJECT APPROVAL: 10/1/2010
						PROJECT REVIEW: 10/1/2010	PROJECT SIGNATURE: 10/1/2010
						PROJECT CHECK: 10/1/2010	PROJECT DATE: 10/1/2010
						PROJECT TIME: 10/1/2010	PROJECT LOCATION: 10/1/2010
						PROJECT STATUS: 10/1/2010	PROJECT TYPE:

FOR INFORMATIONAL PURPOSES ONLY.
These sections are taken from the recently completed roadway construction plans. There is no roadway construction on this project.



FOR SMALL NUMBERS STARTS OUT *

STA. 1277+60.00 TO STA. 1286+10.50 (WESTBOUND)
STA. 1284+00.00 TO STA. 1286+10.50 (EASTBOUND)
DESIGN SPEED = 50MPH



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
Landings Architect of Pensacola Stuart L. Pugh ALFA 80091797 4000 Highway 90 Orlando, FL 32810 407-547-7878 www.alfalighting.com Adkins North America, Inc. 492 S. Fuller Road Orlando, FL 32810 407-547-7878 www.alfalighting.com					
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 25 COUNTY LAKE FINANCIAL PROJECT ID 435434-1-32-01					
TYPICAL SECTIONS					
SHEET NO. LD-19					

EXHIBIT "C"

***LANDSCAPE MAINTENANCE PLAN APPROVED BY THE DISTRICT LANDSCAPE
MANAGER***

SEE EXHIBIT "B"

EXHIBIT "D"

***MAINTENANCE OF TRAFFIC PLAN WILL BE IN ACCORDANCE WITH
DEPARTMENT DESIGN STANDARDS, SERIES 600.***

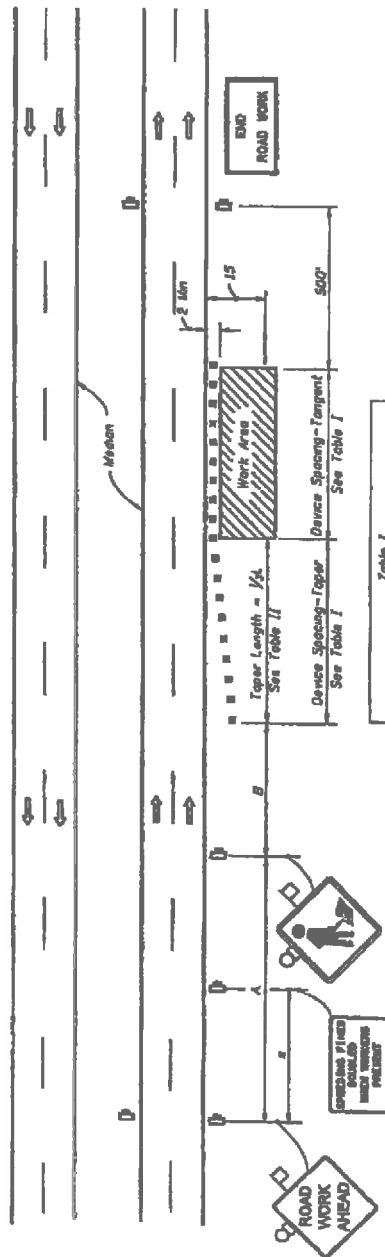


Table II
Taper Length - Shoulder

Speed (mph)	ft (ft)			Notes
	6"	10"	12"	
25	28	35	42	WS ^a L=60
30	40	50	60	
35	55	68	82	
40	72	90	107	WS ^a L=90
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	160	200	240	
65	173	217	260	
70	187	233	280	

^a minimum shoulder width

^aL = Length of shoulder taper in feet
^bW = Width of total shoulder in feet
 (combined paved and unpaved width)
 S = Posted speed limit (mph)

Table I
Device Spacing

Speed (mph)	Max Distance Between Devices (ft)	
	Cones or Taper Markers	Barriers or Vertical Posts or Drums
25	25	25
30 to 45	25	50
50 to 70	25	50
75 to 100	25	50

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft)	
	A	B
40 mph or less	200	200
43 mph	350	350
50 mph or greater	500	500

* 500 beyond the ROAD WORK AHEAD sign or midway between signs whichever is less

GENERAL NOTES

- 1 If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
- 2 This TCE plan also applies to work performed in the median more than 2 feet less than 15 feet from the edge of travelway.
- 3 When work is being performed on a multilane undivided roadway the signs normally mounted in the median (see above) shall be omitted.
- 4 WORKERS signs to be removed or fully covered when no work is being performed.
- 5 SHOULDER WORK sign may be used as an alternate to the WORKER sign.
- 6 When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCE indexes.
- 7 For general TCE requirements and additional information refer to Index No. 800.

SYMBOLS

- Work Area
- Sign With 18" (457 mm)
- Orange Flag And Type B Light
- Channeling Device (See Index No. 800)
- Work Zone Sign
- Lane Identification + Direction of Traffic

DURATION NOTES

- 1 Signs and channeling devices may be omitted if all of the following conditions are met:
 - a) Work operations are 60 minutes or less.
 - b) Vehicles in the work area have high-intensity, rotating, flashing oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCLOSED THE AREA CLOSER THAN 15 BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve the Downtown Clermont Merchants event and road closure.		
Staff Report		
We have a request from the Downtown Clermont Merchants to host the Annual "Vintage Market" event scheduled for March 21, 2015 in Downtown Clermont The Downtown Clermont Merchants are requesting the following from the City of Clermont: 1. To Close Montrose Street between 8th Street to 7th Street as well as 8th Street between Montrose Street and Minneola Ave. The group is requesting road closures from 6:00 AM - 4:00 PM. (see map for details)		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Council Packet - Vintage Market	Council Packet - Vintage Market.pdf	

Downtown Clermont Merchants, Inc.
729 West Montrose Street
Clermont FL 34711

City of Clermont
Mayor and Council Members
685 West Montrose Street
Clermont, FL 34711

Ladies and Gentlemen:

A group of shop owners, the Downtown Clermont Merchants, is planning a Vintage Market and Garden Show for Saturday, March 21, 2015. The event will host various vendors of vintage, shabby and primitive items and related garden and gardening items. The items are repurposed and refinished in a style called "shabby chic" that is growing in popularity.

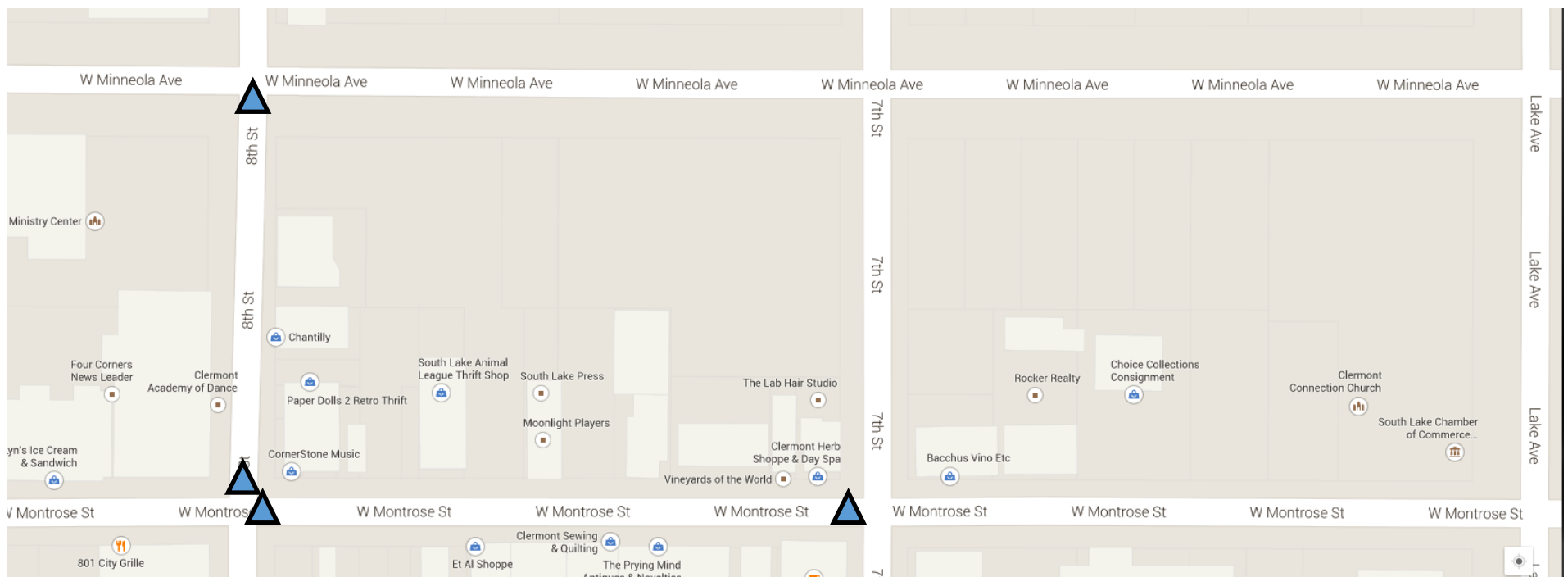
The purpose is to bring shoppers to the Historic District to help promote businesses as part of an ongoing campaign to bring awareness to Downtown and revitalize the area. We are estimating between 50 to 100 vendors who would display their wares in booths in the Historic Downtown District.

We are requesting the closure of streets in the area from 7th to 8th on West Montrose, and 8th from Montrose to Minneola. We have patterned the layout to be similar to our previous Vintage Market in October. Food vendors will be included, but we are not requesting permission to serve alcohol.

With your permission we request a road closure of the streets listed above from 6:00 AM – 4:00 PM. We will work with city staff to make sure that all requirements are met.

Thank you for your consideration. Staff can contact me with any other requests or concerns.

Michael W. Corradino
South Lake Tablet, Inc.
723 Montrose Street
Clermont FL 34711
352-988-8115



 Barricades Location

Vintage Market—Road Closure Request

March 21, 2015 6:00 AM—4:00 PM



CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 1/10/15 Name of Event: Vintage Market

Date(s) of Request: 3/21/15 Actual Event Hours Start: 9am End: 4pm
(All events must end no later than 10pm)

Set Up Hours Start: 6am End: 9am Breakdown Hours Start: 7pm End: 6pm

Please list all City of Clermont facilities and/or streets being requested: West Montrose Street
from 7th to 8th

Name of Organization/Renter: Downtown Clermont Merchants, Inc

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: _____ Website: www.clermontmerchants.com

Event Contact: Barbara Rajcula Email: brajcula@embargmail.com

Day Phone: 352-404-9904 Cell Phone: _____ Other Phone/Fax: 352-243-9977

Address: 792 West Montrose St. City: Clermont State: FL Zip: 34711

Secondary Contact: Mary Jo Pfeifer Phone#: 352-243-9977

Briefly Describe Event: Outdoor "shabby chic" furniture and
garden market - Vintage Home furnishings

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):

Event Participants: 100 Expected Attendance: 1,000 # of Vehicles: 100

Are you planning on having food? ☒ Yes ☐ No Type of food: vendors, local restaurants

Are you planning on selling food? ☐ Yes ☐ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? pop up tents on street
(a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Milinda
Applicant Signature

1/15/15
Date

Rules received and read (initial): Mure



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve the Caribbean American Association of Lake County request.		
Staff Report		
The Caribbean American Association of Lake County is requesting approval from the Clermont City Council that they may host their fourth annual "Taste of Caribbean & Jerk Festival" event at Waterfront Park on June 13, 2015 from 7:00 AM - 10:00 PM. The Caribbean American Association is requesting approval of the following items for their event: 1. Allow the serving of alcohol during this event in an approved beverage containment area. 2. Allow the closing of the South Lake Trail from 4th Street to 3rd Street from the hours of 10:00 AM - 10:00 PM. Detour signs will be posted offering an alternative route for community members not participating in the festival. The Caribbean Association will work with the City of Clermont to hire the appropriate number of Clermont Police and Fire/Medical Staff during the event as well as hire Clermont Parks staff to provide trash and bathroom assistance during the event.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application Carib Festival 2015.pdf		



CITY OF CLERMONT WATERFRONT PARK

330 Third Street, Clermont, FL 34711

EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 7/30/2014 Name of Event: TASTE OF THE CARIBBEAN & JERK FESTIVAL
 Date(s) of Request: 6/13/2015 Actual Event Hours Start: 11 AM End: 10 PM
 (All events must end no later than 10pm)
 Set Up Hours Start: 7 AM End: 10 AM Breakdown Hours Start: 9 PM End: 10 PM

Please check section/s of the park being requested:

- ☒ Waterfront Pavilion ☒ Highlander Building ☒ Waterfront Beach Picnic Pavilion ☒ Waterfront Picnic Pavilion
☒ Grass Field ☐ Parking Lot 5th Street ☐ Parking Lot 4th Street ☐ Parking Lot 3rd Street ☐ Parking Area 2nd Street
☐ If Other (Please Describe): Any other Parking Area deemed necessary

Name of Organization/Renter: THE CARIBBEAN AMERICAN ASSOCIATION OF CLARE COUNTY INC

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☒ Yes ☐ No If Yes, you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: 71-1005993 Website: www.caalc.org

Event Contact: MARSHA RILEY Email: caalc@live.com

Day Phone: 352-978-0813 Cell Phone: 352-321-0143 Other Phone/Fax: _____

Address: P.O. BOX 120580 City: CLERMONT State: FL Zip: 34712

Secondary Contact: _____ Phone#: _____

Briefly Describe Event (including fees to be charged if any): Caribbean Culture, Jerk Festival, Reggae Music and Calypso. There will be a \$5/\$2 entrance fee

Event Participants: VENDORS/ENTERTAINMENT Expected Attendance: 2,000 # of Vehicles: 1,000

Are you planning on having food? ☒ Yes ☐ No Type of food: Jerk Chicken, Pork, Oxtail, Curry Goat, Rice & Fish

Are you planning on selling food? ☒ Yes ☐ No Will you have an admission fee: ☒ Yes ☐ No If yes, how much: \$5/\$2

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 20x20 & 10x10
 A special tent permit may be required

3 20x20 and 20 10x10

Please attach a proposed layout showing your event including parking, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.


 Applicant Signature

7/30/2014
 Date

Rules received and read (initial): MLT



P.O. Box 120580; Clermont, FL. 34712; Tel. 352-978-0813; Website: www.caafc.org; e-mail: caafc@five.com

January 26, 2015

Mr. Darren Gray
City Manager
City of Clermont
685 West Montrose St
Clermont, Fl. 34711

Dear Mr. Gray,

CLERMONT WATERFRONT PARK USAGE FOR ANNUAL JERK FESTIVAL

The Caribbean American Association of Lake County is expressing sincere thanks and gratitude to the City of Clermont, for being the major sponsor of our annual Taste of the Caribbean and Jerk Festival Event, held on June 14, 2014 at the Clermont Waterfront Park.

The event which also celebrated Caribbean American Heritage Month was a great success, and we have the City of Clermont to thank for it. Again we are seeking the City's Sponsorship for the use of the Waterfront Park from 7:00 am to 10:00pm on Saturday June 13, 2015, and for the walking trail to be closed from 10:00am-10:00pm.

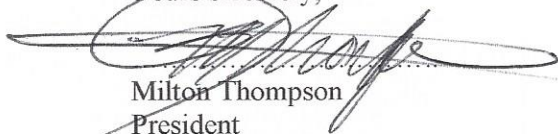
As our top sponsor the City's Logo will be prominently placed on all print and electronic advertisement and banners. The city will also be featured in our event program booklet and will be mentioned in all radio and television commercial. The City's Banner will be placed on the main stage of the Pavilion. We will be requesting our new Mayor to bring greetings on behalf of the City of Clermont, during the opening ceremony.

It is my understanding that the Splash Park should be open by then, and we seeking special consideration to have the Splash Park incorporated as part of the festival's attraction.

One of our sponsors, The Caribbean Sunshine Eatery, will be providing alcohol and we are requesting permission to sell alcohol on the day of the festival.

Thanks again for your indelible support and we look forward towards a long and mutually beneficial community relationship.

Yours sincerely,


Milton Thompson
President



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Waterfront Splash Pad		
Requested Action		
Move to approve Waterfront Splash Pad operational dates, times, fees, and staff.		
Staff Report		
The Splash Pad is proposed to be operational from Spring Break until the end of October each year. Requested staffing is 7 part-time positions to cover the entire season including the peak times and usage of the summer months. Admission Fee is proposed at \$2.00 per person with group rentals proposed at \$125 for Clermont Residents and \$160 for non-residents.		
Additional Analysis		
Fiscal Impact Summary		
The estimated cost of salaries and benefits for seven (7) part-time positions at pay grade 7 based on 3,912 hours is \$42,671. The admission fee revenue based on \$2.00 per person is projected at \$45,000 for the first year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Splash Pad Powerpoint	SPLASH PAD Final.pptx	

Waterfront Splash Pad

OPENING

Grand Opening: March 27, 2015

OPERATING DATES

January							April							July							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4				1	2	3	4				1	2	3	
4	5	6	7	8	9	10	5	6	7	8	9	10	11	5	6	7	8	9	10	11	4	5	6	7	8	9	10
11	12	13	14	15	16	17	12	13	14	15	16	17	18	12	13	14	15	16	17	18	11	12	13	14	15	16	17
18	19	20	21	22	23	24	19	20	21	22	23	24	25	19	20	21	22	23	24	25	18	19	20	21	22	23	24
25	26	27	28	29	30	31	26	27	28	29	30			26	27	28	29	30	31		25	26	27	28	29	30	31

February							May							August							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2							1	1	2	3	4	5	6	7
8	9	10	11	12	13	14	3	4	5	6	7	8	9	2	3	4	5	6	7	8	8	9	10	11	12	13	14
15	16	17	18	19	20	21	10	11	12	13	14	15	16	9	10	11	12	13	14	15	15	16	17	18	19	20	21
22	23	24	25	26	27	28	17	18	19	20	21	22	23	16	17	18	19	20	21	22	22	23	24	25	26	27	28
							24	25	26	27	28	29	30	23	24	25	26	27	28	29	29	30					
							31							30	31												

March							June							September							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7		1	2	3	4	5	6			1	2	3	4	5				1	2	3	4	5
8	9	10	11	12	13	14	7	8	9	10	11	12	13	6	7	8	9	10	11	12	6	7	8	9	10	11	12	
15	16	17	18	19	20	21	14	15	16	17	18	19	20	13	14	15	16	17	18	19	13	14	15	16	17	18	19	
22	23	24	25	26	27	28	21	22	23	24	25	26	27	20	21	22	23	24	25	26	20	21	22	23	24	25	26	
29	30	31					28	29	30					27	28	29	30				27	28	29	30	31			

 = SPLASH PAD OPEN

OPERATING TIMES

SPRING & FALL

Mar, Apr, May, Sep, Oct:

Monday – Thursday:

11 AM – 6 PM

Friday – Sunday & Holidays:

10 AM – 5 PM

Group Rentals

Friday – Sunday & Holidays:

5 PM – 7 PM

SUMMER

Jun, Jul, Aug:

Monday – Thursday:

10 AM – 7 PM

Friday – Sunday & Holidays:

10 AM – 5 PM

Group Rentals

Friday – Sunday & Holidays:

5 PM – 7 PM

FEES

All patrons: \$2.00 per person

Group rental:

Clermont Residents - \$125.00

Non-Residents - \$160.00

- Group rental includes exclusive use of Splash Pad for 2 hours with attendant.

ATTENDANTS

Positions:

To staff the Splash Pad during all operational hours the Parks & Recreation Department is requesting seven (7) new part-time employees.

Duties:

- Collection of fees
- Enforcement of rules
- General Maintenance
- Supervision of Splash Pad & patrons
- Provide minor first aid response

ACTION

- Consider approval of proposed operational dates, times, fees and staff.

Thank you.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Resolution No. 2015-04		
Requested Action		
Move to approve Resolution 2015-04.		
Staff Report		
Westgate Plaza Outdoor Commercial Ice Vending Machine – Conditional Use Permit (CUP) The applicant is requesting a Conditional Use Permit (CUP) to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district. Under Sec. 122-224 (b) of the Land Development Code, the C-2 zoning district may permit this type of use through a Conditional Use Permit since the classification of a use is uncertain. The applicant desires to place a self-serve ice vending machine in the parking lot on the existing parcel. Currently, the property is used for permitted C-2 uses along with a Conditional Use Permit for a church that was granted under Resolution 2014-20. The ice machine area will be 6 feet by 11 feet. The height of the unit will not exceed 10 feet. The applicant has provided a preliminary site plan prepared by GatorSkitch, dated December 18, 2014. The applicant has agreed to update the parking stalls along with installing additional landscaping in the area of the ice machine and along State Road 50. The addition of the self-serve ice vending machine in the parking lot could be viewed as consistent with the area as a whole and would provide the applicant with an opportunity to redevelop a portion of the site and to generate income. Staff believes that the proposal meets the intent of the C-2 General Commercial zoning district. Staff believes that the self-serve ice vending machine can co-exist with the other existing uses on site. Based upon the information presented, staff recommends approval of this request. At the Planning & Zoning Commission meeting Feb. 3, 2015, Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the conditional use permit.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------|-------------------------------------|
| 1. | Resolution | CUP Res 2015-04.docx |
| 2. | CUP Conditions | Ice Machine Vending Conditions.docx |
| 3. | Map of Location | Ice Machine CUP Map.pdf |
| 4. | Site Plan | Site Plan.pdf |
| 5. | Minutes | 2-3-2015.doc |
| 6. | Application | Application.pdf |
| 7. | Legal Ad | CUP Legal AD Ice Machine.docx |

**CITY OF CLERMONT
RESOLUTION NO. 2015-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN OUTDOOR COMMERCIAL ICE MACHINE/VENDING UNIT IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 3, 2015 recommended approval of this Conditional Use Permit to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district; at the following location:

LOCATION:

1 Westgate Plaza
AK 1615569

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 is to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district; 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 further expansion of the use or additions to the facility shall be permitted except as approved by another conditional use permit. Conditional use permit granted under Resolution 2014-20 will be null and void upon approval of this resolution. Resolution 2014-20 permitted a church to use the building on the property and is incorporated into this 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. 2015-04

4. The conditional use permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
5. 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.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the conditional use permit for further conditions or revoke this conditional use permit by resolution.
7. 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 Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new conditional use permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate the City reserves the right to open the conditional use permit for further review and additional conditions which may include additional parking requirements or revocation of the conditional use permit.
10. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the conditional use permit for further review and additional conditions.
11. Should a new business that sells alcoholic beverages for onsite consumption wish to locate within 500 feet of the church, the church would not contest said use within 500 feet of the church.
12. The site shall be limited to one outdoor commercial ice machine/vending unit that must meet all the setbacks required for the C-2 General Commercial building setbacks.
13. The outdoor commercial ice machine/vending unit may be placed on the site and would be exempt from Section 122-223 (c) that prohibits outdoor uses.
14. Wall type signage may be place only on the commercial ice machine and sized in accordance with the Land Development Code for the ice machine side and/or ends.
15. The applicant shall be required to submit a formal site plan for review and approval by Site Review Committee (SRC). The project shall be designed in substantial accordance

CITY OF CLERMONT
RESOLUTION NO. 2015-04

with the conceptual site plan prepared by GatorSkitch Corporation, dated December 18, 2014.

Section 2 – Land Use

1. The property is approved for a house of worship on the top floor of the building located at 1 Westgate Plaza.
2. The property is approved for one (1) outdoor commercial ice machine/vending unit not to exceed the dimensions of 6 feet wide by 11 feet long by 10 feet high.
3. The property is approved for any approved C-2 commercial uses permitted under Section 122-223 of the City's Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2015-04

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of February, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

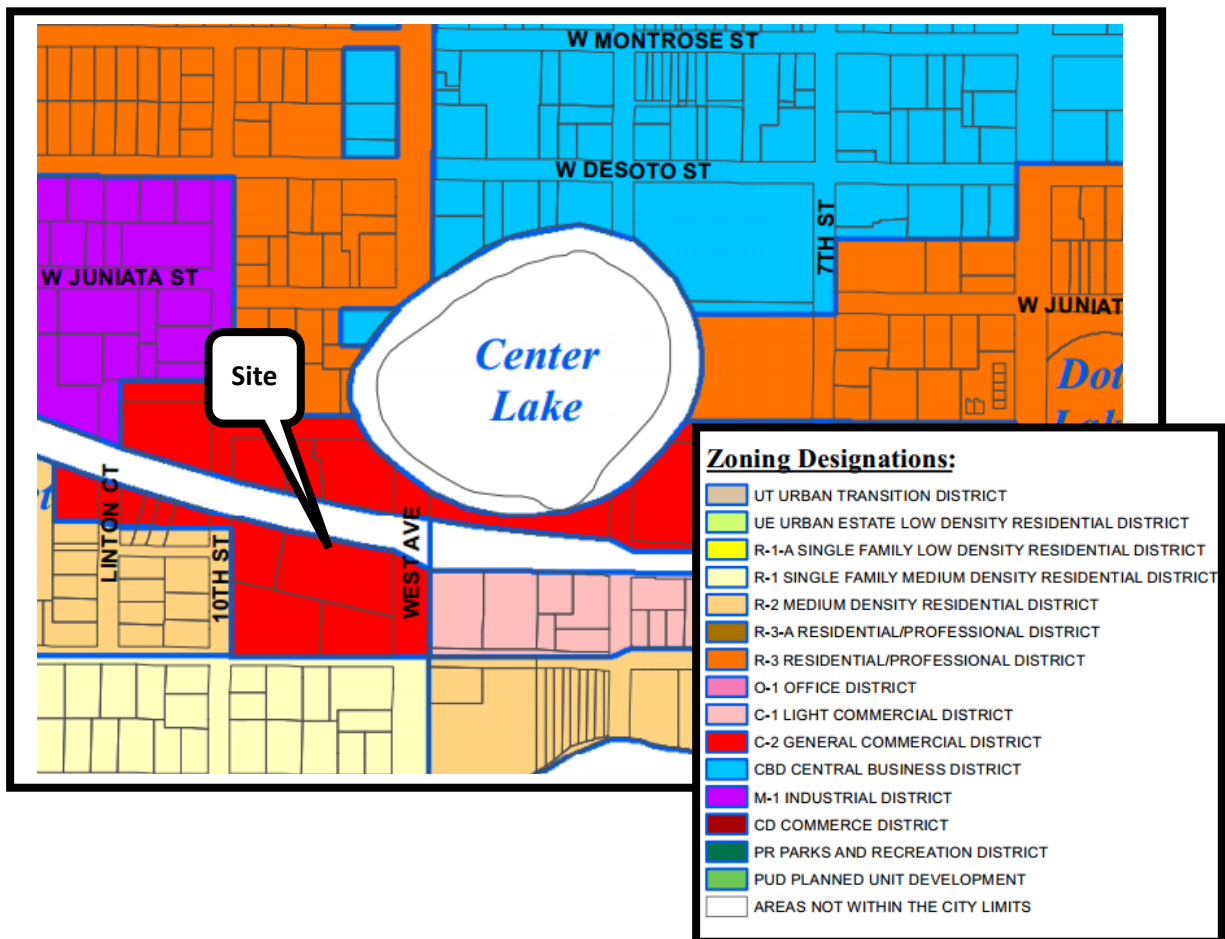
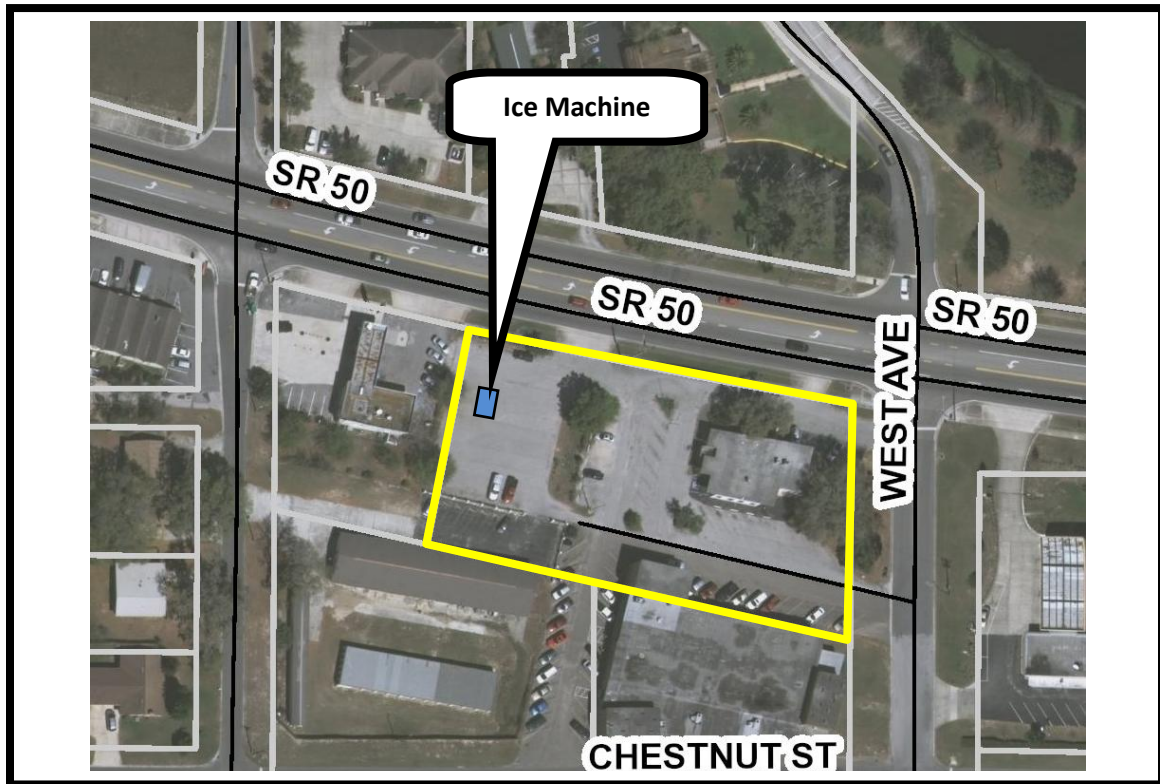
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2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit. Conditional Use Permit granted under Resolution 2014-20 will be null and void upon approval of this resolution. Resolution 2014-20 permitted a church to use the building on the property and is incorporated into this CUP.
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. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
5. 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.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by resolution.
7. 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 Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

10. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.
11. Should a new business that sells alcoholic beverages for onsite consumption wish to locate within 500 feet of the church, the church would not contest said use within 500 feet of the church.
12. The site shall be limited to one outdoor commercial ice machine/vending unit that must meet all the setbacks required for the C-2 General Commercial building setbacks.
13. Wall type signage may be placed only on the commercial ice machine and sized in accordance with the LDC for the ice machine side and/or ends.
14. The applicant shall be required to submit a formal site plan for review and approval by Site Review Committee (SRC). The project shall be designed in substantial accordance with the conceptual site plan prepared by GatorSketch Corporation, dated December 18, 2014.

Section 2 – Land Use

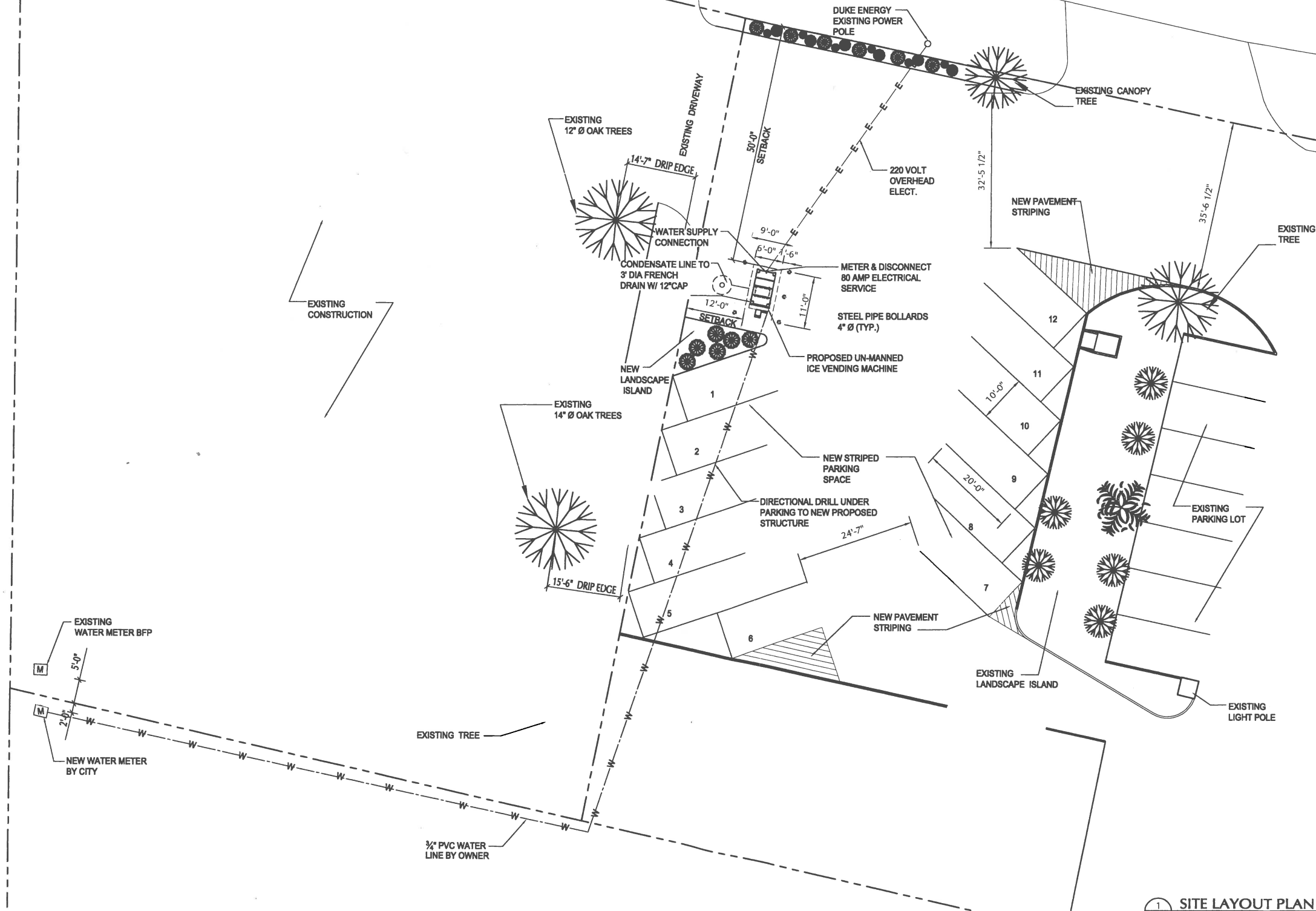
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3. The property is approved for any approved C-2 commercial uses permitted under Section 122-223 of the City's Land Development Code.

Ice Vending Machine
1 Westgate Plaza - CUP



10TH ST

SR 50



1 SITE LAYOUT PLAN
AS-2 SCALE: 3/32" = 1'-0"

REVISIONS

CLERMONT ICE VENDING MACHINE
WESTGATE PLAZA
CLERMONT, FL 34711

CONDITIONAL
USE PERMIT
SET

GatorSketch CORPORATION
A000002310
808 W. MONTROSE ST. CLERMONT, FL 34711
PH: (877)808-5077 FAX: (889)598-4814
Web Site: www.gatorsketch.com

SIGN DATE

CONSTRUCTION DOCUMENTS

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SITE LAYOUT PLAN

AS-2

ISSUE DATE 12-18-14

JOB # GC 14-051

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday February 3, 2015 at 7:00 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Cuqui Whitehead, Jack Martin, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, John E. Kruse, Senior Planner, Dan Mantzaris, City Attorney, Marivon Adams, Planning Tech, and Rae Chidlow, Planning Specialist.

Chairman Nick Jones introduced the new commission members, Cuqui Whitehead and Jack Martin.

MINUTES of the Planning and Zoning Commission meeting held January 6, 2015 were approved as written.

REPORTS

Commissioner Whitehead stated that SR 50 from Grand Highway to Hancock Road has been designated for one of the fallen soldiers that grew up here in Clermont. She stated that there will be three others that will be designated as well. She stated that the sign has been put up. She stated that U.S. Congressman Daniel Webster has returned part of his wages back to the legislature, because he is trying to lead by example in saving. She stated that in the past four years, he has donated back over a million dollars.

Chairman Jones stated that the tourism expo is going to be at the Clermont City Center at 2:00 pm on February 4, 2014. He stated the South Lake Chamber gala would be held at Bella Collina on Friday.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an outdoor commercial ice machine/vending unit

APPLICANT: Ed Augustine

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district. Under Sec. 122-224 (b) of the Land Development Code, the C-2 zoning district may permit this type of use through a conditional use permit since the classification of a use is uncertain.

The applicant desires to place a self-serve ice vending machine in the parking lot on the existing parcel. Currently, the property is used for permitted C-2 uses along with a conditional use for a church that was granted under Resolution 2014-20. The ice machine area will be 6 feet by 11 feet. The height of the unit will not exceed 10 feet. The applicant has provided a preliminary site plan prepared by GatorSkitch, dated December 18, 2014. The applicant has agreed to update the parking stalls along with installing additional landscaping in the area of the ice machine and along SR 50.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015

Page 2

The addition of the self-serve ice vending machine in the parking lot could be viewed as consistent with the area as a whole and would provide the applicant with an opportunity to redevelop a portion of the site and to generate income. Staff believes that the proposal meets the intent of the C-2 General Commercial zoning district. Staff believes that the self-serve ice vending machine can co-exist with the other existing uses on site. Based upon the information presented, staff recommends approval of this request.

Mike Latham, GatorSkitch, stated that he was present to answer any questions.

Mohamad Islam, Citgo Gas Station, stated that the gas station is about 30 years old. He stated that he has concerns about this ice machine because it will affect his sales.

Tracy Waalewyn, 10870 Lantana Crest, stated that they had spoken with Mr. Islam previously, and they thought they had an agreement that he could buy ice from the machine to sell at his store because he could get it cheaper. He stated that it could also draw more traffic to his store because people will be buying drinks to go in their coolers along with the ice.

Commissioner Whitehead stated that she doesn't see a need for the ice machine. She stated that there are plenty of facilities that sell ice and their facilities are controlled. She stated that this vending machine will not be controlled.

Mr. Waalewyn stated boaters and commercial landscape companies will stop at these ice machines because they are less expensive. He stated that these types of ice machines are all over central Florida.

Commissioner Solis asked if they will have a separate water meter for making the ice.

Mr. Waalewyn stated that they will have a separate meter.

Commissioner Smith stated that it will be easier to get ice from the vending machine when pulling a boat or trailer.

Commissioner Martin asked about improved landscape plan.

Mr. Waalewyn showed where the new landscaping will be provided. He stated that because of the power lines, they will use understory trees, versus canopy trees.

Commissioner Whitehead asked about the maintenance of the vending machine.

Mr. Waalewyn stated that it will be monitored with a security system. He stated that it is remotely monitored so if it breaks down, it will email him so he can immediately go take care of it.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 3, 2015

Page 3

Ed Augustine, 1 Westgate Plaza, stated that there is an office manager there during the day, so it will be monitored by her while she is present.

Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the conditional use permit.

Commissioner Whitehead asked the Commission if they would prefer to meet at 6:30 pm., rather than 7:00 pm.

Commissioner Martin moved to request to change the ordinance to move the Planning and Zoning meeting from 7:00 pm to 6:30 pm; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of changing the ordinance.

There being no further business, the meeting was adjourned at 7:25 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 12-20-2014

FEE: _____

PROJECT NAME (if applicable): _____

APPLICANT: Tracy Waalewyn

CONTACT PERSON: Tracy Waalewyn

Address: 10870 Lantana Creat

City: Clermont State: FL Zip: 34711

Phone: 4079243518 Fax: _____

E-Mail: TJDSP1@GMAIL.COM

OWNER: Ed Augustine

Address: P.O. Box 120881

City: Clermont State: FL Zip: 34711

Phone: 352-267-8576 Fax: _____

Address of Subject Property: 1 Westgate Plaza

General Location: Northwest corner of parking lot
along Hwy 50.

Legal Description (include copy of survey): See Property Card

Land Use (City verification required): Commercial

Zoning (City verification required): C2

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.)

Locate a self contained Ice machine to this site.
The Ice machine owner, tenant is willing to make
Landscape Improvements per proposed plan.

Tracy Waalewyn

Applicant Name (print)

Ed Augustine

Owner Name (print)

x 
Applicant Name (signature)

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
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Kooler **ICE** | KI810

fresh and ready when you are®

Ice and Water Vending Machine

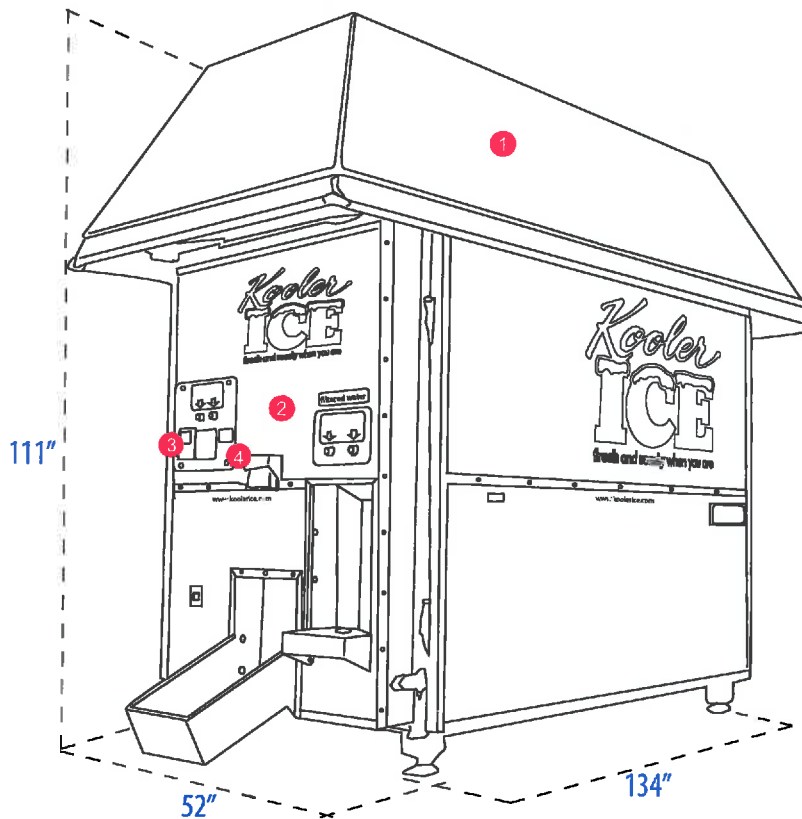


Intertek

**NAMA
LISTED**

Machine Specifications...

The KI810 is the original Cooler Ice Machine. After watching other manufacturer's develop and introduce larger, more complex and operationally expensive ice vending machines, we set out to design a more efficient and owner friendly machine. Our goal was to offer a machine that was cost efficient to operate, with more than adequate production to handle most locations, but one that could do so with a small footprint and low operation costs. The money our owners do not have to spend on setup and operating costs allows them to increase their bottom line profits.



Additional Standard Features

- High Strength Aluminum Alloy Corrosion Free Frame
- Food Grade Plastic Storage Bin and Drawer
- 220 Volt Single Phase Power, 80 Amp Service
- 3/4" Supply and Drain Line Hook Ups
- Easy Access to All Components (Each Panel is a Door!)
- Bag Tracking System on All Kooler Ice Bags
- Adjustable Vend Rate Allows You To Set and Change Pricing
- Easy Water Filter Changing Operation (Replace Every 6 Months)
- Easy Bag Changing Operation (Done in Less Than 2 Minutes)
- Machine has two buttons:
Button A offers a 10 lb bag of ice
Button B (Bulk Feature) offers (2) 10 lb bags of ice
- Dispenses One 10lb Bag of Ice in 10 Seconds

The KI810 design is compact, yet very productive. With its 850 lbs. of bin storage capacity, you will have 70+ bags of ice ready to vend each morning. The unit comes standard with (1) C1848 Ice Maker and is capable of producing an additional 84 bags of ice every 24 hours. The KI810 can be equipped with (2) C1848 icemakers to increase daily production to upwards of 200+ bags every day.

Scotsman Model #	LBS of Production	Maximum Production	Storage Bin Capacity	Unit Width	Unit Depth	Unit Height	Unit Weight
(1) C1848	1909 lbs	100-120 Bags	850 lbs	52"	134"	111"	2,400 lbs
(2) C1848	3818 lbs	180-210 Bags	850 lbs	52"	134"	111"	2,760 lbs

* Production estimates are based on optimum operating temperatures of 70 F Air / 50 F Water.

"Free Vend" Switch



Standard on the machine, this feature allows the owner to offer free dispensing of ice for special events & promotions.

"Plug & Play" Connections



Weather proof, labeled electrical quick connectors are used for safety and offer understandable & easy machine servicing.

Proximity Switches



Used with the Siemens "Smart System", proximity switches are used to monitor various machine functions.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to locate an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district, at the following location:

LOCATION

1 Westgate Plaza
AK 1615569

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, February 3, 2015 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 24, 2015 at 7:00pm.

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.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
January 27, 2015 and February 17, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Resolution No. 2015-06		
Requested Action		
Move to approve Resolution No. 2015-06 and agreements with the Lake County Property Appraiser and Tax Collector.		
Staff Report		
At the February 10th meeting, the City Council authorized a study to determine the basis for a Fire Assessment Fee. The first draft of the study is anticipated to be discussed with the City Council in June for possible approval of the fee in August. It is the intent that if the fee is approved, it would be placed on the annual property tax notice that residents receive in November. In order for the fee to be placed on the property tax notices, a resolution that documents the City's intent to place it on the tax notices must be approved by the City Council by March 1. In addition, agreements with the Lake County Property Appraiser and Tax Collector must also be approved. Resolution No. 2015-06 and applicable agreements with the Lake County Property Appraiser and Tax Collector are proposed to be approved in order to provide for the Fire Assessment Fee, if approved, to be placed on the annual property tax notices.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal impact will be determined from the study that is currently being performed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	2015-06 non-advalorem assess.doc	
2. Map	Clermont City Limits_12_9_2014 Fire Assessment.pdf	
3. Ad	Fire Assessment.docx	
4. Lake County Tax Collector Agreement	Lake County Tax Collector Uniform Collection Agreement - 2-24-15.doc	
5. Lake County Property Appraiser Agreement	Lake County Property Appraiser Uniform Collection Agreement - 2-24-15.doc.docx	

CITY OF CLERMONT
RESOLUTION NO. 2015-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR MORE THAN ONE YEAR LEVIED IN CLERMONT, FLORIDA; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1 AUTHORITY

This Resolution of the City of Clermont, Florida is adopted pursuant to Section 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2 FINDINGS

- (A) The City Council of Clermont, Florida intends to use the uniform method for collecting non-ad valorem assessments for more than one year within the area encompassed by the City boundaries (the legal description and map of which is attached hereto as Exhibit A and incorporated herein), to include any property annexed into the City by future act of the City Council, as authorized by Section 197.3632, Florida Statutes, which will allow such assessments to be collected annually, commencing in November 2015, in the same manner as provided for ad valorem taxes.
- (B) The City Council held a duly advertised public hearing on February 24, 2015 for the purpose of considering the adoption of this Resolution, proof of publication of the such hearing being attached hereto as Exhibit B.

SECTION 3 UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS.

- (A) Commencing with the ad valorem tax bills issued in November, 2015, the City of Clermont hereby announces its intention to use the uniform method of collecting non-ad valorem assessments for more than one year as authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing capital infrastructure and essential services necessary to advance the purposes of the City including, but not limited to, the provision or recovery of expenditures associated with fire rescue services, facilities and programs.
- (B) The City of Clermont hereby determines that the levy of such assessments is needed to fund the cost of providing such capital infrastructure and essential services to property located within the City boundaries.

CITY OF CLERMONT
RESOLUTION NO. 2015-06

(C) Adoption of this Resolution is solely for the purpose of complying with the statutory requirements that the City publicly announce to the Florida Department of Revenue, the Lake County Property Appraiser, and the Lake County Tax Collector before March 1 that it intends to use the uniform method of collection for non-ad valorem assessments.

(D) Upon adoption, the City Manager, or his designee, is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Lake County Property Appraiser, and the Lake County Tax Collector by March 10, 2015.

SECTION 4 CONSTRUCTION; EFFECTIVE DATE

This Resolution shall be liberally construed to effect the purposes hereof and shall become effective immediately upon adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-06

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 24th day of February, 2015.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT A

LEGAL DESCRIPTION/MAP OF THE CITY

EXHIBIT B

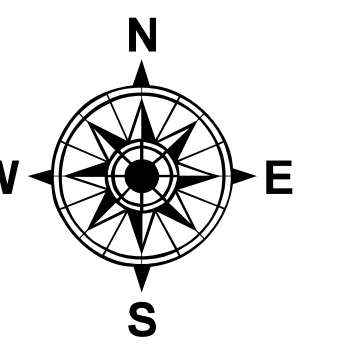
CITY OF CLERMONT
RESOLUTION NO. 2015-06

PROOF OF PUBLICATION

 Clermont City Limits



1 inch = 1,200 feet



Town of Montverde

City of Groveland



**City of
Clermont**

"Fire fee assessment area includes any properties annexed into the City by future action of the City Council."

Revised 12/9/2014

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS AND NOTICE OF PUBLIC HEARING

The City Council of Clermont, Florida (the "Council"), hereby provides notice, pursuant to Section 197.3632(3) (a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments for more than one year to be levied within the area encompassed by the City boundaries, for the cost of providing capital improvements and/or essential services including, but not limited to, fire rescue services and facilities. The Council will consider the adoption of a resolution electing to use the uniform method of collecting such assessments as authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 6:30 p.m. on February 24, 2015, at the City Council Chambers, City Hall, 685 West Montrose Street, Clermont, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution are on file at the office of the City Clerk, City Hall, 685 West Montrose Street, Clermont, Florida. All interested persons are invited to attend. In the event any person decides to appeal any decision by the Council with respect to any matter relating to the consideration of the resolution at the referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in such public hearing should contact the City Clerk's Office at (407) 957-7300 at least forty-eight (48) hours prior to the date of the public hearing.

UNIFORM COLLECTION AGREEMENT

THIS AGREEMENT made and entered into this 24th day of February, 2015, by and between the City of Clermont ("Municipality") whose address is 685 West Montrose Street, Clermont, Florida 34711, and the Office of the Lake County Tax Collector, by and through the Honorable Bob McKee, Lake County Tax Collector, whose address is Lake County Tax Collector's Office, 320 W. Main Street, Tavares, Florida 32778 ("Tax Collector").

SECTION I

Findings and Determinations

The parties find and determine:

1. The Municipality is authorized to impose and levy, and by appropriate resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments for the provision of fire rescue services, facilities and programs ("Assessments") within the Municipality, as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
2. The term "Assessment" means those certain levies by the Municipality, which purport to constitute non-ad valorem special assessments for the provision of fire rescue services, facilities and programs. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the Municipality and if it is apportioned to the property fairly and reasonably.
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.
5. The uniform methodology provides for more efficiency of collection by virtue of the "Assessment" being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the Municipality and its citizens and taxpayers.

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.
7. The Tax Collector, as the State Constitutional Officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the "Assessment".
8. The sole and exclusive responsibility to determine, impose and levy the "Assessment" and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for the provision of fire rescue services, facilities and programs is that of the Municipality and no other person, entity or officer.

SECTION II

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, .3632 and .3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the Municipality of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the City of Clermont, a Municipality of the Lake County political subdivision of the State of Florida.
3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the Municipality to levy non-ad valorem assessments including such non-ad valorem special assessments as the "Assessment" for the provision of fire rescue services, facilities and programs.
4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the Municipality and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

SECTION III

Purpose

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of certain non-ad valorem special assessments, the "Assessments", levied by the Municipality to include compensation by the Municipality to the Tax Collector for the cost of collection pursuant to Section 197.3632(8)(c), Florida Statutes and payment by the Municipality of any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by the Mayor or its designee, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by the Municipality for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

SECTION IV

Term

The term of this Agreement shall commence upon execution, effective for the 2015 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the Municipality shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of each year, if the Municipality intends to discontinue to use the uniform methodology for such "Assessment" pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

SECTION V

Duties and Responsibilities of the Municipality

The Municipality agrees, covenants and contracts to:

1. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the "Assessment" collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.

2. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the Municipality pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. -
3. The Municipality shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. By September 15th of each year, the Municipality shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment ("Assessment") roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The Municipality or its agent on behalf of the Municipality shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
5. The Municipality agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.
6. The Municipality acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the Municipality's "Assessments" and that it is the sole responsibility and duty of the Municipality to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessments".
7. The Municipality shall, to the extent permitted by Section 768.28, Florida Statutes, indemnify and hold harmless the Tax Collector to the extent of any action which may be filed in local, state or federal courts or with administrative agencies against the Tax Collector relating to this Agreement; the Municipality shall pay for or reimburse the Tax Collector for all attorney's fees, expenses and court costs in connection with any such action including all levels of appeal, mediation and alternative dispute resolution or administrative proceedings. In the event that the Tax Collector is joined in any lawsuit relating to or arising out of any matter that is the subject of this Agreement, the Municipality agrees to defend the Tax Collector through counsel acceptable to and selected by the Tax Collector. If the Municipality fails to timely retain legal counsel acceptable to the Tax Collector in said action, the Tax Collector shall have the right to retain legal

counsel for the defense of said action and to recover from the Municipality all attorney's fees, expenses and court costs incurred by the Tax Collector in the defense of said action.

SECTION VI

Duties of the Tax Collector

1. The Tax Collector shall merge timely the legally certified "Assessment" roll of the Municipality with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Municipality, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform methodology for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. The Tax Collector shall collect the "Assessments" of the Municipality as certified by the Municipality Council, or its designee, to the Tax Collector no later than September 15th of each year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.
3. The Tax Collector agrees to cooperate with the Municipality in implementation of the uniform methodology for collecting "Assessments" pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of the Municipality that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
4. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the Municipality to file a corrected roll or a correction of the amount of any assessment and the Municipality shall bear the cost of any such error or omission.
5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations

and rules, and any successor provision to said laws, regulations and rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment ("Assessment") or shall direct the Municipality to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the Municipality and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. The Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, the Municipality shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector. _

SECTION VII

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise specifically provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.
3. This agreement shall be governed by the laws of the State of Florida.
4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).

5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

- a. As to the Tax Collector:

Bob McKee
Lake County Tax Collector
320 West Main Street
P.O. Box 327
Tavares, Florida 32778

- b. As to the Municipality:

Darren Gray
City Manager
685 West Montrose Street
P. O. Box 120219
Clermont, FL 34712-0219

IN WITNESS WHEREOF, the parties hereunto have made and executed this Agreement on the respective dates under each signature: City of Clermont, FLORIDA through its CITY COUNCIL, signing by and through its Mayor, authorized to execute same by Council action on the 24th day of February, 2015, and Bob McKee duly authorized to execute same.

ATTEST:

BOB MCKEE
LAKE COUNTY TAX COLLECTOR

By: _____
Bob McKee

Date: _____

ATTEST:

CITY OF CLERMONT

By: _____

Date: _____

**UNIFORM COLLECTION AGREEMENT
BETWEEN THE LAKE COUNTY PROPERTY APPRAISER
AND THE CITY OF CLERMONT**

THIS AGREEMENT is made and entered into this 24th day of February, 2015, by and between the **CITY OF CLERMONT**, a political subdivision of the State of Florida, whose address is 685 West Montrose Street, Clermont, Florida 34711 (the “City”), and the **LAKE COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida, whose address is 320 West Main St. Suite A, Tavares, Florida 32778 (the “Property Appraiser”).

WITNESSETH:

WHEREAS, the City is authorized to impose non-ad valorem assessments and by resolution has elected to use the uniform method of collecting such assessments as authorized by Section 197.3632, Florida Statutes; and

WHEREAS, the uniform method will provide an efficient method of collection of non-ad valorem assessments levied by the City; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the City shall enter into a written agreement with the Property Appraiser, for reimbursement of necessary administrative costs incurred under Section 197.3632, Florida Statutes.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the Property Appraiser shall assess the City non-ad valorem assessments, and to require that the District reimburse the Property Appraiser for necessary administrative costs pursuant to Section 197.3632, Florida Statutes. These expenses shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

SECTION 2. TERM. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the City shall inform the Property Appraiser, as well as the Tax Collector and the Department of Revenue by January 10 of each calendar year, if the City intends to discontinue to use the uniform methodology for its assessments pursuant to Section 197.3632 (6), Florida Statutes.

SECTION 3. COMPLIANCE WITH LAWS AND REGULATIONS. The parties shall abide by all statutes, ordinances, rules and regulations pertaining to the levy and collection of the City non-ad valorem assessments, including those now in effect and hereafter adopted. To the extent permitting by §768.28, Florida Statutes, the City shall hold the Property Appraiser harmless for any mistakes the City makes in levying its non-ad valorem special assessments, noticing, and implementing of the uniform collection methodology procedures. In the event of lawsuits filed the City taxpayers, the City agrees to support a motion to dismiss the Property Appraiser from the case. The Property Appraiser has no involvement with either the levy of the non-ad valorem special assessments or with the proper notices and procedures required of the City in adhering to the uniform collection methodology procedure.

SECTION 4. RESPONSIBILILTY OF THE CITY

- a. The City agrees to reimburse the Property Appraiser for necessary administrative costs incurred pursuant to Section 197.3632, Florida Statutes. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The City shall only compensate the Property Appraiser for the actual cost of imposing the City non-ad valorem assessments, which include all its benefit and maintenance assessments, as may be billed to the City in a timely manner.
- b. The City is responsible for necessary advertising relating to the non-ad valorem assessment program.

- c. Each year, the City shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector through separate agreement with the Tax Collector. The City shall post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll to be certified. It is the responsibility of the City to ensure that such roll be free of errors and omissions. If the Property Appraiser discovers errors and omissions on such roll, he may request the City to file a corrected roll or a correction of the amount of any assessment. The City shall bear the cost of any such error and omission.
- d. The City agrees to cooperate with the Property Appraiser in implementation of the uniform method of collecting non-ad valorem assessments pursuant to, and consistent with all of the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor provisions.
- e. The City shall supply to the Property Appraiser a written boundary description of the area within which the non ad valorem assessments are to be imposed or a Geographic Information Systems (GIS) shapefile or other compatible GIS file containing all parcels subject to the non-ad valorem assessment. The Property Appraiser will impose a fee based on actual cost for mapping and programming time in excess of one (1) hour; not to exceed \$100.00 annually, plus an annual fee for the data file; also known as the CRA or non-ad valorem NAL (name, address, legal) file; not to exceed \$100.00.

SECTION 5. RESPONSIBILITY OF PROPERTY APPRAISER.

The Property Appraiser shall provide any information or services required of the Property Appraiser by §197.3632(3)(b). The Property Appraiser is unable to utilize the Truth in Millage statement mailed annually to taxpayers for providing notice of non ad valorem assessments under this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures to this Agreement.

ATTEST:

**LAKE COUNTY
PROPERTY APPRAISER**

CAREY BAKER, Property Appraiser

CITY OF CLERMONT

BY: _____
Gail L. Ash, Mayor

Attest: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Ordinance No. 2015-08; <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-08.		
Staff Report		
At the February 3, 2015 Planning and Zoning Commission meeting, the Commission voted to request the City Council amend the City Code to allow for the Planning and Zoning Commission to begin their meetings at 6:30pm. The City Code currently provides that the meetings start at 7:00pm. Attached is a proposed ordinance changing the Code to allow for the Planning and Zoning Commission meetings to start at a time determined by the Council.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-08 P&Z Mtg Time Change.pdf		
2. Ad Ordinance 2015-08 PZ Start Time.pdf		

CITY OF CLERMONT
ORDINANCE NO. 2015-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “BOARDS, COMMITTEES AND COMMISSIONS”, DIVISION 2 “PLANNING AND ZONING COMMISSION”, SECTION 2-79 “REGULAR MEETINGS” OF THE CITY CODE PROVIDING THAT THE TIME FOR THE REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION SHALL BE DETERMINED BY THE CITY COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

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

Section 1.

Chapter 2 “Administration”, Article III “Boards, Committees and Commissions”, Division 2 “Planning and Zoning Commission”, Sec. 2-79, “Regular meetings” is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 2-79. Regular meetings

Regular meetings of the planning and zoning commission shall be held in the council chambers ~~at 7:00 p.m.~~ on the first Tuesday of each month at such time as determined by the City Council. A regular meeting may be canceled or rescheduled by the commission.

Section 2. Codification

The text of Section 1 of this ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 3. Severability

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

CITY OF CLERMONT
ORDINANCE NO. 2015-08

Section 4. Conflict

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

Section 5. Effective Date

This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE NO. 2015-08

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE 2015-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “BOARDS, COMMITTEES AND COMMISSIONS”, DIVISION 2 “PLANNING AND ZONING COMMISSION”, SECTION 2-79 “REGULAR MEETINGS” OF THE CITY CODE PROVIDING THAT THE TIME FOR THE REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION SHALL BE DETERMINED BY THE CITY COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

A public meeting to introduce the ordinance will be held before the City Council on Tuesday, February 24, 2015 at 6:30pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 10, 2015 at 6:30pm 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 8:00am and 5:00pm.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2015		
Agenda Item Name		
Ordinance No. 2015-16; <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance 2015-16.		
Staff Report		
This ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to Good Fella's Roll Off Waste Disposal, Inc. for commercial collection only upon final adoption at the March 10, 2015 Council meeting. Good Fella's Roll Off Waste Disposal, Inc. will be required to pay the established franchise fees for commercial garbage collection. Exhibit A is attached to the ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and Good Fella's Roll Off Waste Disposal, Inc.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2015-16	2015-16 Good Fellas Garbage Franchise.doc	
2. Insurance	Good Fellas Ins.pdf	
3. Ad	2015-16 Good Fellas garbage franchise.doc	

CITY OF CLERMONT
ORDINANCE No. 2015-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO GOOD FELLA'S ROLL OFF WASTE DISPOSAL, INC., PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

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

SECTION 1.

The City, acting by and through its City Council, hereby grants unto Good Fella's Roll Off Waste Disposal, Inc., its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to Good Fella's Roll Off Waste Disposal, Inc. and Good Fella's Roll Off Waste Disposal, Inc. will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".

CITY OF CLERMONT
ORDINANCE No. 2015-16

SECTION 4.

Good Fella's Roll Off Waste Disposal, Inc. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that Good Fella's Roll Off Waste Disposal, Inc. shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of Good Fella's Roll Off Waste Disposal, Inc., its agents, servants or employees, within or without the city limits. Good Fella's Roll Off Waste Disposal, Inc. will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Good Fella's Roll Off Waste Disposal, Inc., its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

Good Fella's Roll Off Waste Disposal, Inc. shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and Ordinance 2015-16 shall be in full force and effect until March 10, 2016, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

Good Fella's Roll Off Waste Disposal, Inc. shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

CITY OF CLERMONT
ORDINANCE No. 2015-16

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

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. 2015-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE No. 2015-16

EXHIBIT “A”

CITY OF CLERMONT
NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER
COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of March, 2015, by and between the City of Clermont, Florida (“City”), and Good Fellas Roll Off Waste Disposal, Inc., whose address is 835 County Road 529, Lake Panasoffkee, FL 33538 (“Grantee”).

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

- (A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.
- (B) “Residential Refuse” is that refuse generated by residents of the City.
- (C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2015-16, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

CITY OF CLERMONT
ORDINANCE No. 2015-16

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2015-16 as passed on March 10, 2016, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, Hold Harmless and Duty to Defend.

(a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.

(b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.

(c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

CITY OF CLERMONT
ORDINANCE No. 2015-16

SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

- (a) the collection and disposal of all residential refuse;
- (b) the collection and disposal of all commercial refuse generated by establishments which:
 - (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
 - (2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

- (a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.
- (b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.
- (c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.
- (d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

CITY OF CLERMONT
ORDINANCE No. 2015-16

(e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.

(f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until July 10, 2013, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

CITY OF CLERMONT
ORDINANCE No. 2015-16

SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
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Grantee:	Good Fella's Roll Off Waste Disposal, Inc. Attention: General Manager 835 County Road 529 Lake Panasoffkee, FL 33538
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SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

CITY OF CLERMONT
ORDINANCE No. 2015-16

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

GRANTEE:

By: _____

Title: _____

ATTEST: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2015

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 Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609		CONTACT Jude Sutton PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No.): (888) 883-8680 E-MAIL ADDRESS:	
INSURED Good Fella's Roll-Off Waste Disposal, Inc. 835 County Road 529 Lake Panasoffkee FL 33538		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company NAIC # 24856 INSURER B: Bridgefield Employers Ins Co 10701 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 Cert 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
	GENL AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO	☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-38207	8/2/2013	8/2/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	CONTRACTORS POLLUTION LIABILITY			FEIECC1312901	2/18/2014	2/18/2015	EACH OCCURRENCE \$1,000,000
			AGGREGATE \$2,000,000				

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

CERTIFICATE HOLDER

CANCELLATION

City of Clermont
Attn: Finance Department
P.O. Box 120219
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

P Schmalz/JOANR

LEGAL NOTICE

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

Ordinance 2015-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO GOOD FELLA'S ROLL OFF WASTE DISPOSAL, INC., PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

A public meeting to introduce the ordinance will be held before the City Council on Tuesday, February 24, 2015 at 6:30pm.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 10, 2015 at 6:30pm 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 8:00am and 5:00pm.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015