



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 23, 2018**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Rick Van Wagner - Family Christian Center 25 years of service

PRESENTATIONS

Florida Festival and Events Association 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 - Piggyback Contract

Consider request to piggyback the Florida Sheriff's Association contract number FSA18-VEL26.0 with Duval Ford Fleet Sales and AutoNation to purchase vehicles in the budgeted amount of \$301,709.

Item No. 2 - Piggyback Contract

Consider request to piggyback the Florida Sheriffs Association contract number FSA18-VEL16.0 with Container Systems & Equipment Company, Inc. and TruckMax, Inc. to purchase two (2) side-loader trucks and one (1) flatbed truck with rail and lift gate in the budgeted amount of \$694,006.94

Item No. 3 - Piggyback Contract

Consider request to piggyback the Lee County B.C.C. contract with Asphalt Paving Systems, Inc. to provide alternative paving services in the annual estimated budgeted amount of \$600,000.

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6:30 PM, Tuesday, October 23, 2018

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|---|---|
| Item No. 4 - Collective Bargaining Agreement | Consider agreement with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014. |
| Item No. 5 - Resolution No. 2018-43R
<i>Girls and Boys Club</i> | Consider approval of First Amendment to the 2014 Facility Use and License Agreement with the Boys and Girls Club of Lake and Sumter Counties. |
| Item No. 6 - Resolution No. 2018-44R
<i>Cooper Memorial Library</i> | Consider the Inter-local Agreement for Cooper Memorial Library funding in the budgeted amount of \$76,920. |
| Item No. 7 - Resolution No. 2018-46R
<i>Employment Policies Manual</i> | Consider Resolution to amend the Employment Policies Manual. |
| Item No. 8 - Resolution No. 2018-47R
<i>Conduct of Proceedings</i> | Consider Resolution establishing procedural guidelines/rules and procedures to govern the conduct of proceedings pursuant to Florida Statutes, Section 70.51. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 9 - Ordinance No. 2018-35 <i>Introduction Olympus</i> | Consider ordinance introduction to annex 247.37+/- acres in unincorporated Lake County in the Wellness Way Area Plan through the Inter-local Service Boundary Agreement. |
| Item No. 10 - Ordinance No. 2018-34 <i>Transmittal Olympus</i> | Consider a Large Scale Comprehensive Plan change from Lake County Wellness Way-1 and Town Center to the City of Clermont Master Planned Development for 247+/- acres southeast of Lake Louisa, between US Hwy 27 and Schofield Road. |

NEW BUSINESS

- | | |
|---|--|
| Item No. 11 - Resolution No. 2018-41R
<i>Hunt Street</i> | Consider Conditional Use Permit to allow for a structure greater than 5,000 square feet in the C-1 Light Commercial zoning district for property located at 13620 & 13630 Hunt Street. |
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Item No. 12 - Variance Request
Chick-Fil-A

Consider variance request to allow for a reduction of the required 30 feet special setback for a canopy structure for property located at the Southwest corner of Hwy 27 and Hammock Ridge Rd.

Item No. 13 - Ordinance No. 2018-38 *Introduction*

Consider introduction of ordinance to amend the Police Officers Retirement Plan employee contribution amounts.

ADJOURN

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

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

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



WHEREAS, Pastor Rick Van Wagner is commemorating his 25th Anniversary as a Pastor of the Family Christian Center. He is the Founder and Senior Pastor, along with his family he incorporated the Family Christian Center on October 15, 1993, he helped grow Family Christian Church with approximately 3,000 people call it their home church; and

WHEREAS, He started Family Christian Center Preschool for infants to age 4 in 2004, which became the largest voluntary Pre-K state- funded program in Lake County. He started Family Christian Center School for grades K5-3 in 2010; added fourth-11th grade in 2011; and added 12th grade in 2012. He opened a Sky Zone indoor trampoline park franchise on campus that is open to the community; and

WHEREAS, the entire community has benefitted from the contributions made to include the implementation of the “Snacks in a Sack” program that provide food for 1,000 children and feeds 1,000 families per month with more than 70,000 pounds of food per year through the Center’s food pantry; and

WHEREAS, Pastor Rick Van Wagner has worked with the Community Foundation of South Lake County, he has served two terms on Clermont’s City Council from 2010-2014; and

WHEREAS, He served twice as President of the former Ministerial Alliance of South Lake County; and

WHEREAS, the members of the Family Christian Center extend to him and his family, their sincerest love and appreciation. They are proud to call him their “Pastor, Leader and Friend, “and join Citizens in Lake County and beyond in thanking him for his 25 years of contributions and services, and look forward to his continued spiritual services for many years to come.

NOW, THEREFORE, BE IT PROCLAIMED that the City of Clermont expresses its gratitude to Rick Van Wagner for his service and many contributions to the Clermont community.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 23rd day of October, two thousand and eighteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 23, 2018	
Agenda Item Name	
Piggyback Contract	
Requested Action	
Recommend to approve a piggyback from the Florida Sheriff's Association contract number FSA18-VEL26.0 with Duval Ford Fleet Sales and AutoNation to purchase vehicles.	
Staff Report	
The Purchasing Department, Police Department, Development Services Department and the Public Works Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1910-005, 1910-002, and 1910-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number FSA18-VEL26.0. Below is the breakdown of vehicles and dollar amount by department: Public Works Department (3 vehicles) = \$71,913 Development Services Department (1 vehicle) = \$21,764 Police Department (8 vehicles) = \$208,032 The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.	
Additional Analysis	
Fiscal Impact Summary	
The fiscal impact of \$301,709 is included in the FY 2019 approved budget. Development Services (1 vehicle): 12515-66400 \$21,764 1 Ford F-150 4x2 Public Works Grounds Maint. (2 vehicles): 12542-66400 \$47,942	

2 Ford F-250 at \$23,971 ea.

Public Works Streets Maint. (1 vehicle):

12541-66400 \$23,971

1 Ford F-250

Police Department (5 vehicles):

12521-66400 \$104,016

4 Dodge Chargers at \$26,004 ea.

Police Department (4 vehicles):

15521-66400 \$104,016

4 Dodge Chargers at \$26,004 ea.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Public Works Vehicles	Public Works Vehicles.pdf	
2.	Development Services Vehicle	Development Services Vehicle.pdf	
3.	Police Department Vehicles	Police Department Vehicles.pdf	
4.	RFI 1910-005	RFI 1910-005.pdf	
5.	RFI 1910-002	RFI 1910-002.pdf	
6.	RFI 1910-003	RFI 1910-003.pdf	

CITY OF CLERMONT

Prepared for:	CITY OF CLERMONT TIM CAYTON 352-394-7177 TCayton@clermontfl.org	Contract Holder	DATE:
		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/1/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 59	2019 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 21,998.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	D90L	DELETE POWER WINDOWS & DOOR LOCKS	\$ (315.00)
0	52B	BRAKE CONTORLLER	\$ 269.00
0	BUA	BACKUP ALARM	\$ 125.00
0	HD TOW	HEAVY DUTY TOW PACKAGE TO INCLUDE ALL HARDWARE	\$ 1,125.00
0	85S	SPRAY IN BED LINER	\$ 539.00
0	TAG	NEW STATE TAG	\$ 230.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 23,971.00
TOTAL QUANTITY		3	TOTAL PURCHASE \$ 71,913.00

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT ROSALEE COHEN 352-241-7314 rcohen@clermonfl.org		Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/1/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 53	FORD F-150 1/2 TON REG CAB PICKUP TRUCK - 4X2 (F1C)	\$ 19,847.00
0	100A	XL TRIM PACKAGE	NC
0	99B	3.3L V6 TI-VCT WITH FLEX-FUEL	NC
0	122	122" WHEEL BASE 6.5' BED	NC
0	85A	POWER WINDOWS/ DOOR LOCKS	NC
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	AG	INTERIOR: GRAY VINYL INTERIOR 40/20/40	\$ -
0			\$ -
0	STD	REAR VIEW CAMERA	\$ -
0	101A	101A MODEL UPGRADE PACKAGE	\$ 800.00
0	RS	VENT VISORS	\$ 165.00
0	BS	BUG SHIELD	\$ 250.00
0	96W	HD LINEX SPRAY IN BED LINER	\$ 594.00
0	TEMP	TEMPORARY TAG	\$ 108.00
0			\$ -
0			\$ -
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 21,764.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 21,764.00



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Fleet Vehicles

CONTACT INFORMATION:	RFI No. 1910-005	ISSUED DATE: October 01, 2018
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 10, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works.

(b) Company Information: Duval Ford Fleet Sales

(c) Contract Number and Title: FSA18-VEH16.0 / Cab & Chassis Truck & Heavy Equipment and FSA18-VEL26.0 Police Rated, Administrative Utility Vehicles, Trucks and Vans.

(d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

Three (3) new 2019 Ford F-250 Regular CAB 3/4 Ton Pickup Truck - 4x2, Spec # 59

2 – ACTION TO BE TAKEN

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

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



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

CONTACT INFORMATION:	RFI No. 1910-002	ISSUED DATE: October 10, 2018
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 19, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Development Services

(b) Company Information: Duval Ford Fleet Sales

(c) Contract Number and Title: FSA18-VEH18-VEL26.0 / Police Rated, Administrative, Utility Vehicles, Trucks and Vans 2018-2019

(d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

One (1) new 2019 Ford F-150 XL (F1C), Spec # 53 – ½ Ton Pickup Truck – 4x2

2 – ACTION TO BE TAKEN

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

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



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

CONTACT INFORMATION:	RFI No. 1910-003	ISSUED DATE: October 10, 2018
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 19, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Police-Admin.

(b) Company Information: AutoNation Chrysler Dodge Jeep Ram

(c) Contract Number and Title: FSA18-VEH18-VEL26.0 / Police Rated, Administrative, Utility Vehicles, Trucks and Vans 2018-2019

(d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

Nine (9) new 2019 Dodge Charger AWD (LDEE48, Spec # 3 - Dodge Charger V8 Police Rated Sedan-AWD

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback from the Florida Sheriffs Association contract number FSA18-VEL16.0 with Container Systems & Equipment Company, Inc. and TruckMax, Inc. to purchase two (2) side-loader trucks and one flatbed truck with rail and lift gate.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request For Interest (RFI) number 1910-006 and 1910-001 to notify local vendors of the city's intent to utilize other governmental entities' contract. The RFI was posted on the city's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that council approve to piggyback the Florida Sheriffs Association contract number FSA18-VEL26.0. Environmental Services Department = Three (3) trucks for a total of \$694,006.94 Two (2) side-loader trucks One (1) flatbed truck with rail and lift gate The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$694,006.94 is included in the FY 2019 approved budget. Account Code: 49534-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Side Loaders Quote	Side Loaders Quote.pdf	
2. Flatbed Truck with Lift Gate	Flatbed Truck with Lift Gate.pdf	
3. RFI 1910-006	RFI 1910-006.pdf	
4. RFI 1910-001	RFI 1910-001.pdf	

Container Systems

& Equipment Company, Inc.



DATE: September 21, 2018

TO: Brian Camp - City of Clermont

RE: Price quotation for 2018 Crane Carrier Crew Cab chassis and Curbtender body from the Florida Sheriff's Contract Bid #FSA18-VEH16.0, Specification #16 (60,000 GVW Refuse Truck)

Chassis: Base Bid Specifications:

2018 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, 19" floor height both sides, left side driving position with air ride seat, full doors with w/manual windows, air conditioning, CD player, dual cab fans, air horn, electric wipers, white paint, 10# fire extinguisher, warning triangle kit, parts and service CD
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Leece Neville 160 amp alternator, diesel particulate filter (DPF), selective catalytic reduction (SCR) muffler
Allison 4500RDS transmission, w/ oil cooler inside radiator,
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle,
Hendrickson HN402 40,000lb. suspension, Wabco System Saver air dryer, 80 gallon fuel tank, 10 gallon DEF tank
tires: front - 315/80R x 22.5 - 20 ply - Goodyear G289 - 22.5" x 9.00" disc wheels
rear - 11R 22.5 - 16 ply - Bridgestone M843, 22.5" x 8.25" disc wheels

Cost:

Specification Adjustments for the City of Clermont

Change ISX engine to ISL 380 horsepower (deduct)	\$ 187,949
Add Ridewell RDS 209 rear steer suspension (46,000 lbs capacity), with ATC (automatic traction control) (includes 12Rx22.5 tires on drive axle and 425/65R x 22.5 tires on tag axle)	- 4,506
Add aluminum wheels ILO steel wheels	+ 3,326
Change to right side steering (\$478) with electric Lucerix remote control mirrors (\$1,220)	+ 1,565
Change to electric roll down windows	+ 1,698
	+ 923

Chassis Cost:

Deduct Preferred Customer Quantity Discount

Chassis subtotal:

\$ 190,955
- 7,000
\$ 183,955

Body:

Curbtender PowerPak full eject 27 cu.yd. automated side loader, including the following:

front pump system under cab, electronic proportional controls with "coordinator" arm control, left hand joystick full eject packer panel, steel upgrade package (includes: 10 gauge - 80,000PSI high strength body sides, 3/16" AR450 body floor, 3/8" AR450 hopper floor with liner, 1/4" AR450 hopper sides, 1/4" AR 450 packer face plate) manual hopper cover, hopper clean-out tool, dual color camera system, auto-lube system for the arm

Specification adjustments:

Delete Curbtender installed auto lube system (3,300) and add LH Travis system (4,330)	\$ 125,326
Add Chevron Clarity biodegradable hydraulic oil	+ 1,030
Add additional camera and light to view packer inside body	+ 1,250
Add service hoist for full eject body	+ 900
	+ 3,450

Body cost

Deduct Preferred Customer Quantity Discount

Body subtotal:

\$ 131,956
- 2,950
\$ 129,006

Chassis \$183,955 + Body \$129,006 \$ 312,961

TOTAL per unit: \$ 312,961.

Quantity two total: \$ 625,922

Delivery: 60 to 90 days

FOB: Clermont, FL.

Terms: Net 45 days

Respectfully,

Robert Barton

Summary of Proposed Truck Specifications

2018 Crane Carrier Chassis LET2 with Wayne Curbtender Automated Body

Cab: Low entry cab in galvanized steel, 60 degree tilt, 19" floor height both sides, right side steering only, Sears air ride asphalt gray seat on right side, non-suspension left side seat, right side tilt/telescopic steering column, full size doors open 90 degrees, electric windows, 4-way adjustable electric heated mirrors, right-side instrumentation, LED lights, 10# fire extinguisher, warning triangles, CD player, dual cab fans, air horn, electric wipers, 12 volt cab assist tilt pump, daytime running lights, air conditioning, white paint

Chassis: **66,000 lbs. GVW**
Cummins ISL 380 - 380hp 1300 ft.lbs. torque diesel engine
w/ Leece-Neville 160 amp alternator, Cummins engine protection package,
Cummins fuel/water separator, 18.7 CFM air compressor
1,814 sq.in.radiator with 32" nine blade hydraulically driven fan
DPF (diesel particulate filter) with SCR (Selective Catalyst Reduction)
10 gallon DEF tank (diesel exhaust fluid)
Allison 4500RDS transmission,
Dana D2000F, 20,000 lb. front axle, w/ 20,000 lbs. springs
Dana S26-190 -26,000 lbs. rear axle with dual 12Rx22.5 Bridgestone M843 tires
w/ Ridewell RDS-209 air/steer suspension
46,000lb. capacity with single 425/65Rx22.5 Bridgestone M844F tires on tag
Eaton 6 channel anti-lock brake system and traction control
Wabco System Saver air dryer
tires: front - 315/80R 22.5 - 20 ply – Bridgestone M860
rear - 12R 22.5 - 16 ply – Bridgestone M843
tag – 425/65R x 22.5 – 20 ply – Bridgestone M854F
wheels: front - 22.5 x 9.0 aluminum disc
rear - 22.5 x 8.25 aluminum disc
tag – 22.5 x 12.25 aluminum disc
80 gallon aluminum fuel tank, battery disconnect with pilot light

Body: **Curbtender PowerPak 27 cu.yd. Automated Sideloader Body** including:
Front tandem pump system under cab
2,000 lb. capacity lift arm, operates at idle
Full eject packer panel
Dual arm controls, joystick and 3 rocker switches
Co-Ordinator automatic arm control – one touch cart dumping
LH Travis-installed Graco automatic arm greasing system
Full LED lights including reverse lamps, LED strobes on tailgate
3 work lights, hopper cleanout tool, manual hopper cover
3/8" hopper floor (AR450), 1/4" hopper sides (AR450),
Hopper floor and sidewall liner upgrade
10 gauge 80K body side upgrade
Chevron Clarity biodegradable hydraulic oil
Three camera system for rear, hopper and packer



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

60,000 LB GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) SPECIFICATION #16

2019 Crane Carrier LET2

The Crane Carrier LET2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$187,949.00	\$187,949.00	\$187,949.00	\$187,949.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	LET2			
DEALER:	Container Systems & Equipment	Container Systems & Equipment	Container Systems & Equipment	Container Systems & Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$187,949.00	\$187,949.00	\$187,949.00	\$187,949.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify <i>L9-270 (270 hp) ILO ISX12-320R¹</i>	\$12,502.00 ¹
	Engine/transmission - specify <i>L9-300 (300 hp) ILO ISX12-320R¹</i>	\$11,303.00 ¹
	Engine/transmission - specify <i>L9-330 (330 hp) ILO ISX12-320R¹</i>	\$9,892.00 ¹
	Engine/transmission - specify <i>L9-350 (350 hp) ILO ISX12-320R¹</i>	\$8,847.00 ¹
	Delete Option - Specify <i>L9-380 (380 hp) ILO ISX12-320R¹</i>	\$4,506.00 ¹
	Delete Option - Specify <i>L9N-320 (320 hp) CNG engine ILO ISX12-320R - Engine ONLY - no Fuel Control Module, no tanks, no fill points¹</i>	\$1,586.00 ¹
	Delete Option - Specify <i>L9N-320 (320 hp) CNG engine ILO ISX12-320R without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & fuel shut-off caps¹</i>	\$5,358.00 ¹
	Delete Option - Specify <i>3500 RDS transmission ILO 4500 RDS transmission¹</i>	\$5,616.00 ¹
	Delete Option - Specify <i>3000 RDS transmission ILO 4500 RDS transmission¹</i>	\$5,564.00 ¹

Order Code	Add Options	All Zones
	Engine upgrade - specify <i>ISX12 385R (385 hp) ILO ISX12-320R (320 hp)¹</i>	\$2,179.00 ¹
	Engine upgrade - specify <i>L9N 320 (320 hp) CNG engine ILO ISX12-320R (320 hp), includes Fuel Control Module (FCM), 75 dge (diesel gallon equiv.), BTC (Behind The Cab) cross frame tank system with cabinet, 2nd fuel fill location at front bumper, engine shut off fuel caps¹</i>	\$28,696.00 ¹
	Engine upgrade - specify <i>ISX12N-350R CNG engine only¹</i>	\$2,200.00 ¹
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify <i>4500 RDS-R (with retarder) ILO 4500 RDS¹</i>	\$10,380.00 ¹
	Transmission upgrade - specify <i>3000 RDS-R or 3500 RDS-R (both with retarder) ILO 4500 RDS, DEDUCT:¹</i>	(\$2,774.00) ¹
	Transmission upgrade - specify <i>4000 RDS ILO 4500 RDS - DEDUCT:¹</i>	\$459.00 ¹
	Transmission upgrade - specify <i>Telma driveline retarder Model AD 72-45, includes 4 batteries & 210 amp alternator¹</i>	\$14,714.00 ¹
	Transmission upgrade - specify	NA

VEHICLE:	LET2			
DEALER:	Container Systems & Equipment	Container Systems & Equipment	Container Systems & Equipment	Container Systems & Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$187,949.00	\$187,949.00	\$187,949.00	\$187,949.00

	GVWR upgrade - specify 66,000 GVWR - Includes Ridewell RDS-209 - 60/40 Tandem Air Drive/Steer Suspension with Traction Assist Device, 46,000 lb. capacity (includes 6 channel ABS, Dana S26-190 drive axle with 12R22.5 tires, 425/65R tires on rear axle and ATC (automatic traction control) ¹	\$3,326.00 ¹
	64,000 lb. GVW package Hendrickson HMX-460 or HN-462 46,000 lb. rated rear suspension ILO Hendrickson HMX-400 or HN-402 40,000 lb. rated rear suspension ¹	\$521.00 ¹
	GVWR upgrade - specify Dana D46-170P 46,000 lb. tandem rear axle with Hendrickson HN-462 46,000 lb suspension ¹	\$1,494.00 ¹
	GVWR upgrade - specify Dana D52-590P 52,000 lb. tandem rear axle with Hendrickson HN-522 52,000 lb suspension ¹	\$6,403.00 ¹
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Hybrid option	NA
	Bi-fuel model - specify	NA
	CNG prep - specify L9N-320 (320 hp) CNG engine ILO ISX12-320R without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & fuel shut-off caps ¹	\$5,358.00 ¹
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Nitrogen filled tires including spare tire	NA
60-A2-32 ¹	Double Frame: full steel insert Inner channel is 10'12" x 3.0" x .25" thick, SM = 28.08 in. cubed, RBM=3,369,000 in. lbs. ¹	\$1,981.00 ¹
	Front Axle - specify	NA
	Rear Axle - specify	NA
	Rear Suspension - specify Hendrickson HN-402 40,000 lb. suspension ILO Hendrickson HAULMAAX HMX-400 40,000 lb. suspension ¹	\$105.00 ¹
	Rear Suspension - specify Hendrickson HAULMAAX HMX-460 46,000 lb. suspension ILO Hendrickson HAULMAAX HMX-400 40,000 lb. suspension ¹	\$489.00 ¹
	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels 22,000 lb. pusher or tag ¹	\$10,036.00 ¹
	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	NA
	Front Engine PTO Provision (FEPTO)	Incl.
	LCF with right hand steering RH steering ILO LH steering ¹	\$478.00 ¹
	LCF with dual steering dual sit down steering ¹	\$4,577.00 ¹
	LCF Low Profile with left hand steering cab floor @ 19" from ground ¹	Std ¹

VEHICLE:	LET2			
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BASE PRICE:	\$187,949.00	\$187,949.00	\$187,949.00	\$187,949.00

	LCF Low Profile with dual steering <i>cab floor @ 19" from ground</i> ¹	\$4,577.00 ¹
	LCF Low Profile with dual steering & right hand stand up <i>cab floor @ 19" from ground, includes fold forward "stay open" door on the RH side</i> ¹	\$4,680.00 ¹
44-E2-04 ¹	Driver controlled differential lock <i>for 40-46,000 lb tandem axles</i> ¹	\$560.00 ¹
	Refuse body - state model bid and description <i>Loadmaster Eclipse 31 cu yd Automated Sideloader; 16 yd. body, deduct \$ 6,290.00; 20 yd body, deduct \$ 4260.00; 25 cu yd body, deduct \$ 2,230.00; 28 cu yd body, deduct \$ 320.00; 34 cu yd body, add \$ 2,370.00</i> ¹	\$109,479.00 ¹
	Optional mounted body - specify <i>Loadmaster Excel S 25 cu yd High Compaction Rearloader; 27 yd. body, add \$ 1,660.00; 33 cu yd body, add \$ 2,000.00 (33 yd body requires double frame and min. 64,000 lbs. GVWR)</i> ¹	\$61,375.00 ¹
	Optional mounted body - specify <i>Mantis Half-Pack/Full Eject 40 cu yd front loader, 28 cu yd body with 12 cu yd "SELF CLEANING" hopper. Requires double frame and min. 64,000 lbs. GVWR</i> ¹	\$116,148.00 ¹
	Optional mounted body - specify <i>Scorpion 27 cu yd Automated Side Loader with "SELF CLEANING" hopper. 20 yd body, deduct \$ 1,500.00; 30 yd body, add \$ 2,000.00; 33 yd body, add \$ 2,500.00. Full Eject ILO Tip to Dump, add \$ 2,500.00</i> ¹	\$119,174.00 ¹
	Optional mounted body - specify <i>Loadmaster Elite 8 cu yd High Compaction Rearloader. Deduct \$ 670.00 for 6 yd body; add \$ 620.00 for 10 yd body; add \$ 1,820.00 for 11 yd body. Deduct \$ 3,000.00 for Hooklift type sub-frame.</i> ¹	\$44,928.00 ¹
	Optional mounted body - specify <i>Loadmaster Legacy3 20 cu yd medium compaction rearloader. 11 yd body, deduct \$ 1,900.00; 13 yd body, deduct \$ 570.00; 16 yd body, deduct 410.00; 18 yd body, deduct \$ 230.00; 25 yd body, add \$ 1,830.00</i> ¹	\$53,670.00 ¹
	Optional mounted body - specify <i>Loadmaster Enviromaster DT 25 cu yd Split Body (60/40) Rear loader</i> ¹	\$121,584.00 ¹
	Optional mounted body - specify <i>PowerPak 27 cu yd Automated Side Loader, by Curbtender. Deduct \$ 3,000.00 for 18 yd body; Deduct \$ 1,000.00 for 20 yd. body; add \$ 1,000.00 for 31 yd body. Tip to Dump or Full Eject.</i> ¹	\$125,326.00 ¹
	Optional mounted body - specify <i>Titan 40 cu yd Frontloader. Requires double frame and 66,000 lbs. GVWR. Includes service body hoist, upgraded steel pkg., and dual camera system. Add \$ 2,000.00 for 44 yd body.</i> ¹	\$110,645.00 ¹
	Optional mounted body - specify <i>Pac Mac RLX 25. 25 cu yd high compaction rear loader body. Deduct \$ 3,500 for 20 yd body.</i> ¹	\$65,583.00 ¹
	Optional mounted body - specify <i>New Way Sidewinder 31 cu yd Automated Side Loader</i> ¹	\$120,196.00 ¹
	Optional mounted body - specify <i>New Way Mammoth 40 yd. Frontloader with body service hoist</i> ¹	\$94,963.00 ¹
	Optional mounted body - specify <i>TomCat 6 cu yd Satellite side loader with load transfer feature. Delete load transfer feature, DEDUCT: \$ 3,750.00; Delete cart tipper, DEDUCT: \$ 5,000.00; Add "split-body" option, ADD: \$ 18,000.00; 10 yd body, ADD: \$ 1,500.00; 14 yd body, ADD: \$ 1,800.00</i>	\$69,586.00 ¹
	Optional mounted body - specify <i>GS Products 5738D 38 cu yd dual stream recycle body with material densification panel and dual side loading. 44 yd body, ADD: \$ 7,500.00.</i> ¹	\$85,203.00 ¹

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	Optional mounted body - specify <i>McNeilus Model 2516 25 cu yd rear loader - ADD \$ 1,326.00 for 32 cu yd body (Model 3216) 1</i>	\$79,444.00 ¹
	Optional mounted body - specify <i>HEIL front end loader 1</i>	\$115,656.00 ¹
	Optional equipment - specify <i>New Way Sidewinder upgrade Pkg. - includes: arm control rocker switches under seat, arm cycle counter, shovel/broom rack, Lubecore Automated lube system for arm only, additional reinforcements on the front of the blade, replace AR steel in shoes with Chromium overlay, 7 GA hopper floor and side liner, clean out tool to stay in clean out trough, brush guards for lights, extended hopper liner, front body cover, aluminum (door style), front cylinder covers. Note: std. dual camera system in base unit Sidewinder is deleted. 1</i>	\$11,988.00 ¹
	Optional equipment - specify <i>75 DGE tailgate mounted CNG storage tank system, includes Fuel Control Module w/ fuel fill port in front bumper 1</i>	\$42,689.00 ¹
	Optional equipment - specify <i>Non-listed bodies and/or equipment will always include a discount from MSRP 1</i>	Incl. ¹
	Optional equipment - specify <i>Crane Carrier Crew Cab with 4 man seating. For dual steering, add \$ 490.00 (note: also requires dual steering option above) 1</i>	\$5,805.00 ¹
	Optional equipment - specify <i>Quantum 8 cu yd rearloader 1</i>	\$50,133.00 ¹
	Optional equipment - specify <i>Heil 25 cu yd Rearloader 1</i>	\$74,546.00 ¹
	Optional equipment - specify <i>Heil 60/40 Split-Body Rearloader 1</i>	\$168,363.00 ¹
	Optional equipment - specify <i>Heil Automated Sideloader 1</i>	\$130,342.00 ¹
	Optional equipment - specify <i>Brigade Back-Eye 360 Camera System - Complete, Calibrated, & Installed - includes 1 TB Hard Disk Recorder w/WiFi, and manual "capture" button; Additional cameras & cables, ADD: \$ 200.00 each. 1</i>	\$6,268.00 ¹
	Optional equipment - specify <i>Safety Pkg. - includes Jomarr Xagon fire suppression system, and Brigade "Backsense" radar system 1</i>	\$5,780.00 ¹
20% Discount ¹	Optional equipment - specify <i>Minimum discount percentage off Crane Carrier's current published retail prices for non-specified options. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. 1</i>	Incl. ¹
	Optional equipment - specify <i>rotary actuated cart lifter, installed; 2nd cart lifter, add \$ 4,600.00) 1</i>	\$6,400.00 ¹
	Optional equipment - specify <i>Pac-Mac KB20 1824HJ Knuckle boom loader with 24 cu yd body; OPTIONS: mechanical lever controls ILO (in lieu of) twin hydraulic joysticks, DEDUCT: \$ 5,101.00; Hardox smooth side body, ADD: \$ 5,025.00; 30 cu yd body, ADD: \$ 1,328.00; single door, 5 foot high, ILO double doors, ADD: \$ 1,150.00; air latch for single door, ADD: \$ 672.00; electric tarp with arms, ADD: \$ 1,300.00 1</i>	\$66,552.00 ¹
	Optional equipment - specify <i>Pac-Mac KB22A-CN-MJ 2440 Knuckle boom loader with 40 cu yd body and crows nest operator station. Note: stand-up controls ILO crows nest, ADD \$ 4420.00; Hardox body, ADD \$ 5,815.00; single rear door w/air latch, ADD: \$ 2000.00; TBT-2030 30 yd trailer w/air brakes, ADD: \$ 33,993.00 1</i>	\$84,786.00 ¹
	Optional equipment - specify <i>Autolube system for automated loader arm 1</i>	\$5,000.00 ¹

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Optional equipment - specify <i>70 DGE side mount CNG fuel tank system in black or white powder coated aluminum cabinet, including Fuel Control Module, 2nd fill point at front bumper, and engine shut-off fuel caps</i> ¹	\$40,803.00 ¹
Optional equipment - specify	NA
Optional equipment - specify	NA
Optional equipment - specify	NA
Optional equipment - specify	NA
Temporary tag	Std
Transfer existing registration (must provide tag number)	NC
New state tag (specify state, county, city, sheriff, etc.)	NC
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA
Warranty - specify <i>4000 Series RDS transmission - 2 year extended, 5 year total</i> ¹	\$1,500.00 ¹
Warranty - specify <i>3000 Series RDS transmission - 2 year extended, 5 year total</i> ¹	\$1,400.00 ¹
Warranty - specify <i>Cummins After-Treatment extended warranty - L9 Diesel - 5 year, 100,000 miles total. Requires additional purchase of corresponding PP1 coverage. Program ID: AT3</i> ¹	\$850.00 ¹
Diesel Warranty - specify <i>Cummins PP1 - L9 Diesel - 5 year, 100,000 mile coverage, Program ID: HD1</i> ¹	\$2,370.00 ¹
Diesel Warranty - specify <i>Cummins PP1 - L9 Diesel - 3 year, 100,000 mile coverage, Program ID: HD1</i> ¹	\$1,700.00 ¹
Diesel Warranty - specify <i>Cummins PP2 - L9 Diesel - 5 year, 100,000 mile coverage, Program ID: HD2</i> ¹	\$1,700.00 ¹



TruckMax Incorporated
6000 NW 77 Court
Miami, Florida 33166
Tel: 305 592-3800
Fax: 305 592-4754
<http://www.truckmax.com>

To: Brian Camp / City of Clermont.

Regarding FSA18-VEH16.0

TruckMax ISUZU is please to quote the following 2019
ISUZU NRR via the Florida Sheriff's Association
Bid FSA18-VEH16.0

Specification #7 TILT CAB & CHASSIS (Dual Rear Wheel) - 4X2

ISUZU NPR NF1	\$36,488.00
ISUZU UPGRADE NRR NU1	\$6,800.00
ISUZU UPGRADE WB132	\$376.00

Dealer add on: CUSTOM 14' FLATBED BODY	\$16,813.94
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14' STEEL PLATFORM BODY TREAD PLATE FLOOR.
SOLID HD BULKHEAD 60" HIGH.
COMPARTMENTS AT REAR OF HEADBOARDS 24" LENGTH
(HEADBORAD TOWARDS REAR OF BODY) SOLID SINGLE DOOR BOTH SIDES,
STREET SIDE COMPARTMENTS 1/2 WITH OF BODYAND 3 SHELVES SPACED 20"
APART. CIRB SUDE COMPARTMENTS 1/2 WIDTH OF BODY AND 2 SHELVES SPACED
30" APART. REAROF COMPARTMENT BOX SOLID.
36" H MESH SIDES STREET SIDE 24" SECTION FROM COMPARTMENT BOX TO 42"
WIDE PALLET GATE, THEN REMAINING APPROXIMATELY 78" SECTION TO REAR
OF BODY.
(2) ASSIST HANDLE. (1) EACH SIDE AT OPENING OF SIDE GATE. (4) STEPS BOTH
SIDE OF FRONT COMPARTMENT BOX AND BOTH SIDES AT SIDE GATES.
ALL PRIMED AND PAINTED BLACK. REFER TO DROWING TO FURTHER DETAILS.

TG RAIL GATE	\$7,012.00
RAIL LIFTGATE 85X36+12, HIGH CYCLE STEEL TREADPLATE 2500LBS. BODY STYLE: FLATBEDSTAKE OR VAN 90" BODY WIDTH	

TAG & TRANSFER FLORIDA ONLY.	\$395.00
------------------------------	----------

Total \$68,084.94

GIL CHEZ

TruckMax 6000 NW 77th Court Miami, FL 33166 305-777-9000



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

TILT CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #7

2019 Isuzu NF154

The Isuzu NF154 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	NF154			
DEALER:	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

Order Code	Delete Options	All Zones
GAS¹	Standard V8 gas engine, standard battery and alternator in lieu of diesel engine	\$4,080.00 ¹
	5-speed manual transmission with overdrive in lieu of automatic overdrive (diesel only)	NA
	Air conditioning	NA
1Y4¹	AM/FM stereo radio	(\$102.00) ¹
	On-Star	NA
	Satellite radio	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
NY1¹	GVWR upgrade - specify 16000 GVWR - NPRXD ¹	\$1,924.00 ¹
NR1¹	GVWR upgrade - specify 17950 GVWR - NQR ¹	\$4,970.00 ¹
NU1¹	GVWR upgrade - specify 19500 GVWR - NRR ¹	\$6,800.00 ¹
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
EBC¹	Electric brake controller	\$350.00 ¹
	Manufacturer's model upgrade package (specify pkg. bid)	NA
	Power windows/door locks	Std
	Speed control/tilt steering wheel	Std
BUC¹	Back-up Camera, per federal standards BACKUP CAMERA - DEALER INSTALL 7" TFT LCD DISPLAY DUAL INPUT MONITOR, HEAVY DUTY 1/4" CCD COLOR BACKUP CAMERA, 130 DEGREE PERIPHERAL VIEW. IP 68 WATER PROOF ¹	\$995.00 ¹
3K¹	Third key	\$18.00 ¹
NPR-NG354¹	Crew cab model (non tilt)	\$5,980.00 ¹
	Cab steps	Std
	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	NA

VEHICLE:	NF154			
DEALER:	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

MCF14DF ¹	Manufacturer's certified factory 14' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 111" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) 14' X 96" X 85" VAN BODY HARDWOOD FLOOR/ SLAT LINNING. (132.5 WHEELBASE REQUIRED) REAR DOOR 88" WIDE OPENING ¹	\$10,956.00 ¹
MCF16DF ¹	Manufacturer's certified factory 16' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) 16' X 96" X 85" VAN BODY HARDWOOD FLOOR/ SLAT LINNING. (150 WHEELBASE REQUIRED) REAR DOOR 88" WIDE OPENING ¹	\$11,376.00 ¹
	Manufacturer's certified factory 20' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	NA
14ALB ¹	Optional body - specify 14' ALUMINUM LANDSCAPE DUMP BODY 3/16 FLOOR SMOOTH, 7-IN MAINSILLS GUSSETED, CROSSMEMBERS 3" STRUCTURAL CHANNEL ON 12" CENTER, BARN DOORS 48" SIDE DOORS 48" 48" W/ WOOD, BACK UP ALARM, CANOPY, TUNNEL TOOL BOX, 516-ES HOIST ELECTRIC OVER HYDRAULIC, TARP WITH GROUND LEVEL CRANK, SHOVEL RACK, LIGHTS, ICC BUMPER, RECEIVER W/ 7 WAY PLUG, REFLECTIVE SAFETY APE DOT APPROVED AND ELECTRIC BRAKE CONTROL. (132.5 WHEELBASE REQUIRED) ¹	\$11,700.00 ¹
14SLB ¹	Optional body - specify 14' STEEL LANDSCAPE DUMP BODY STEEL 3/16 FLOOR SMOOTH, 7-IN MAINSILLS GUSSETED, CROSSMEMBERS 4" STRUCTURAL CHANNEL ON 12" CENTER, BARN DOORS 48" ICC BUMPER, 520-ES HOIST ELECTRIC OVER HYDRAULIC, LIGHTS, MANUAL TARP, STEP LADDER ON DRIVER SIDE, PRIMED AND PAINTED RECEIVER W/ 7 WAY PLUG, REFLECTIVE SAFETY DOT APPROVED AND ELECTRIC BRAKE CONTROL. (132.5 WHEELBASE REQUIRED) ¹	\$10,500.00 ¹
20ROLLBACK ¹	Optional body - specify 20' LONG X 102" WIDE STEEL LOW PROFILE XLPDECK W/ TUBULAR REMOVABLE RAILS, 800 LBS. WORN GEAR WINCH, 45"-65" ADJUSTABLE HEIGHT HEADBOARD, LED WORK LIGHTS ON HEADBOARD (PAIR), 3500 IRL WHEEL LIFT WITH STEEL TUBULAR L-ARMS, FEDERAL SIGNAL 22 HEAD AMBER LED LIGHTBAR, 5 FUNCTION IN-DASH COMPACT SWITCH PANEL, 11 GALLONS PER MINUTE HYDRAULIC PUMP WITH PTO. (145.5 CA REQUIRED) (19500 REQUIRED GVW REQUIRED) ¹	\$35,294.00 ¹
	Optional body - specify	NA
	Optional body - specify	NA
	Powder coating for utility body	NA
	Full size spare tire & rim	NA
	Nitrogen filled tires including spare tire	NA
UZF ¹	Backup alarm - Factory Installed	\$112.00 ¹
UZF ¹	Backup alarm - Dealer installed	\$112.00 ¹
152WB ¹	FTR Model No MT1 127" Cab to Axle Standard Required for 14' or 16' Body	NA ¹
170WB ¹	FTR Model No MT2 145" Cab to Axle Required for 18' Body	NA ¹
188WB ¹	FTR Model No MT3 163" Cab to Axle Required for 20' Body	NA ¹
200WB ¹	FTR Model No MT4 175" Cab to Axle Required for 22' Body	NA ¹
212WB ¹	FTR Model No MT5 187" Cab to Axle Required for 24' Body	NA ¹
224WB ¹	FTR Model No MT6 199" Cab to Axle Required for 26' Body	NA ¹
236WB ¹	FTR Model No MT7 211" Cab to Axle Required for 28' Body	NA ¹
248WB ¹	FTR Model No MT8 223" Cab to Axle Required for 30' Body	NA ¹

VEHICLE:	NF154			
DEALER:	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	NA
	Vent visors - stick-on style	NA
	Rainshields - flange style	NA
	Daytime running lights	Std
	Immobilize daytime running lights	NA
	Bug shield	NA
	Wrap-around grille guard	NA
	Spray-in liner (Rhino. Line-X or approved equivalent)	NA
	1,500 lb. lift gate (rail gate)	NA
WC20 ¹	1,500 lb. lift gate (tuck under) 2000 LB. 32X72 ¹	\$4,500.00 ¹
	1,500 lb. lift gate (hydraulic)	NA
	111" cab to axle, minimum	NA
	127" cab to axle, minimum	NA
	153" cab to axle, minimum	NA
	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. May be dealer installed.	NA
	Manufacturer's certified factory standard wide service body for dual rear wheels approximately 11.5 ft. OAL to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	NA
	Manufacturer's certified factory standard beaver tail landscape wide body for dual rear wheels approximately 14 ft. long to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	NA
12X8SF ¹	Manufacturer's certified factory 12' flatbed wide body for dual rear wheels to include appropriate mirrors - specify. 10 ga. H.S. smooth steel floor cross members on 12" centers. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>STEEL FLATBED 12-FT X 8-FT. STEEL FLOOR DIAMOND PLATE, 7-IN MAINSILLS GUSSETED, CROSSMEMBERS 4" STRUCTURAL CHANNEL ON 12" CENTER, BULKHEAD WITH WINDOW, ICC BUMPER, 3 WINCHES STRAPS ON SLIDERS, LIGHTS, PRIMED AND PAINTED, REFLECTIVE SAFETY TAPE DOT APPROVED, 4 -INSIDE RAIL S, STAKE POCKET, WINCH BAR. (109 WHEELBASE REQUIRED)</i> ¹	\$6,300.00 ¹
14X8SF ¹	Manufacturer's certified factory 14' flatbed wide body for dual rear wheels to include appropriate mirrors - specify. 10 ga. H.S. smooth steel floor cross members on 12" centers. (Requires 111" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>STEEL FLATBED 14-FT X 8-FT 3/16 STEEL FLOOR DIAMOND PLATE, 7-IN MAINSILLS GUSSETED, CROSSMEMBERS 4" STRUCTURAL CHANNEL ON 12" CENTER, BULKHEAD WITH WINDOW, ICC BUMPER, 3 WINCHES STRAPS ON SLIDERS, LIGHTS PRIMED AND PAINTED, REFLECTIVE SAFETY TAPE DOT APPROVED, 4-IN SIDE RAILS, STAKE POCKET, WINCH BAR. (132 WHEELBASE REQUIRED)</i> ¹	\$6,650.00 ¹

VEHICLE:	NF154			
DEALER:	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

NF2 ¹	Wheel Base Options - Specify 132.5 WHEELBASE RECOMMENDED BODY LENGTH 14' BODY ¹	\$376.00 ¹
NF3 ¹	Wheel Base Options - Specify 150 WHEELBASE RECOMMENDED BODY LENGTH 16'-18' BODY ¹	\$844.00 ¹
NF4 ¹	Wheel Base Options - Specify 176 WHEELBASE RECOMMENDED BODY LENGTH 20' BODY ¹	\$1,574.00 ¹
BUC ¹	Optional equipment - specify BACKUP CAMERA - DEALER INSTALL 7" TFT LCD DISPLAY DUAL INPUT MONITOR. HEAVY DUTY 1/4" CCD COLOR BACKUP CAMERA, 130 DEGREE PERIPHERAL VIEW. IP 68 WATER PROOF ¹	\$995.00 ¹
ISO ¹	Optional equipment - specify HEATED MIRRORS ¹	\$104.00 ¹
IF6 ¹	Optional equipment - specify FIRE EXTINGUISHER AND TRIANGLE KIT MOUNTED IN REAR ORGANIZER ¹	\$88.00 ¹
IF4 ¹	Optional equipment - specify AIR REFLECTOR ROOF MOUNTED (NOT AVAILABLE IN CREW CAB) ¹	\$996.00 ¹
	Optional equipment - specify	Std
I9H ¹	Optional equipment - specify HEATED DUAL REMOTE CONTROL MIRRORS(15" HEAD) ¹	\$496.00 ¹
V22 ¹	Optional equipment - specify CHROME GRILL ¹	\$400.00 ¹
IH2 ¹	Optional equipment - specify ENGINE EMERGENCY SHUTDOWN SYSTEM ¹	\$100.00 ¹
IU2 ¹	Optional equipment - specify 102" WIDE MIRRORS ¹	\$136.00 ¹
IV8 ¹	Optional equipment - specify SEAT COVERS / SINGLE CAB ¹	\$280.00 ¹
IV9 ¹	Optional equipment - specify SEAT COVERS / CREW CAB ¹	\$520.00 ¹
17L ¹	Optional equipment - specify HIGH VISIBILITY SEAT BELT(RED COLOR, DRIVER SEAT ONLY). ¹	\$92.00 ¹
18L ¹	Optional equipment - specify HIGH VISIBILITY SEAT BELT(RED COLOR, DRIVER SEAT AND RH PASSENGER SEAT ONLY). ¹	\$184.00 ¹
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Temporary tag	\$21.00
	Transfer existing registration (must provide tag number) SEE DEALER - VARIES BY GVW ¹	NA ¹
	New state tag (specify state, county, city, sheriff, etc.) SEE DEALER - VARIES BY GVW ¹	NA ¹
	Maintenance Plan - specify SEE DEALER - VARIES AS A PROMOTION ¹	NA ¹
	Maintenance Plan - specify	NA

VEHICLE:	NF154			
DEALER:	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu	Truckmax Isuzu
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$36,488.00	\$36,488.00	\$36,488.00	\$36,488.00

	Maintenance Plan - specify	NA
BASIC ¹	Warranty - specify BASIC AND DRIVE TRAIN 3 YEARS UNLIMITED MILES ¹	Std ¹
CORROSION ¹	Warranty - specify 4 YEARS - UNLIMITED MILES ¹	Std ¹
FRAME ¹	Warranty - specify 3 YEARS / THEN 3 THRU 5 50% PARTS AND LABOR ¹	Std ¹
ENGINE ¹	Diesel Warranty - specify 3 YEARS- UNLIMITED MILES ¹	Std ¹
	Diesel Warranty - specify	NA
	Diesel Warranty - specify	NA



TruckMax
TRUCK SOLUTIONS FOR YOUR COMPANY

TRUCKMAX ISUZU

G Chez | 305-720-4501 | gchez@truckmax.com

2019 Isuzu NRR-Clermont FI -Knapheide



Current report content is based on data as of 2018-10-04 08:50:33. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Copyright (c) 2018 Isuzu Commercial Truck of America, Inc.

Initial: _____



TRUCKMAX ISUZU

G Chez | 305-720-4501 | gchez@truckmax.com

2019 Isuzu NRR-Clermont FI -Knapheide (2019 NRR Cab Chassis, NU2 132.5", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

	Code	Description
Model		
	NU2	NRR Cab Chassis 132.5
	54	White, In rail fuel tank with power windows, power door locks and air conditioning
Tires		
	I5H	LRR (low rolling resistance)
Engine		
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
Transmission		
	IR7	Aisin A465/6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343, 1.00, 0.773, 0.634, Rev 3.539
Wheelbase		
	IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in ³ RBM 316,800 lb./ft./in. per rail.
Air Cleaner		
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).
Alternator		
	I2C	140 AMP. with integral regulator.
Battery		
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
Exhaust		
	ID7	Single horizontal with DPF/SCR exhaust system
Front Axle		
	IZ6	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension		
	ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar
Front Wheels		
	IB9	19.5" x 6", 6-hole disc, painted white

Current report content is based on data as of 2018-10-04 08:50:33. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



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2019 Isuzu NRR-Clermont FI -Knapheide (2019 NRR Cab Chassis, NU2 132.5", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

	Code	Description
Front Tires		
	XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season
Rear Suspension		
	ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.
Rear Axle		
	ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.
Ratio		
	011	5.571:1
Rear Wheels		
	IC1	19.5" x 6", 6-hole disc, painted white
Rear Tires		
	YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.
Fuel Tank		
	IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
Seat		
	AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
Brakes		
	K40	Butterfly valve type exhaust brake
	IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system
Power Windows & Door Locks		
	IL0	Yes
Floor Mats		
	IQ6	Standard Floor Mats
Accessories		
	IX2	Rear body dome lamp switch
	8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO
Custom Equipment		
	14	14' KNAPHEIDE STEEL PLATFORM BODY

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2019 Isuzu NRR-Clermont FI-Knapheide (2019 NRR Cab Chassis, NU2 132.5", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Standard Equipment Summary

Code	Description
Tires	
I5H	LRR (low rolling resistance)
Engine	
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
Transmission	
IR7	Aisin A465/6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343, 1.00, 0.773, 0.634, Rev 3.539
Wheelbase	
IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in3 RBM 316,800 lb./ft./in. per rail.
Air Cleaner	
KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).
Alternator	
I2C	140 AMP. with integral regulator.
Battery	
IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
Exhaust	
IX7	Single horizontal with DPF/SCR exhaust system
Front Axle	
I26	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension	
ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar
Front Wheels	
IB9	19.5" x 6", 6-hole disc, painted white
Front Tires	
XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season
Rear Suspension	
ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.
Rear Axle	
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.
Ratio	
011	5.571:1
Rear Wheels	
IC1	19.5" x 6", 6-hole disc, painted white
Rear Tires	
YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.
Fuel Tank	

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2019 Isuzu NRR-Clermont FI -Knapheide (2019 NRR Cab Chassis, NU2 132.5", 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Standard Equipment Summary

Code	Description
IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
Seat	
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
Brakes	
K40	Butterfly valve type exhaust brake
IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system
Power Windows & Door Locks	
ILO	Yes
Floor Mats	
IQ6	Standard Floor Mats
Accessories	
IX2	Rear body dome lamp switch
BRP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO

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Specification #7 TILT CAB & CHASSIS (Dual Rear Wheel) - 4x2

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a DOLLAR VALUE or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
GAS	Standard V8 gas engine, standard battery and alternator in lieu of diesel engine	\$4,080.00
	5-speed manual transmission with overdrive in lieu of automatic overdrive (diesel only)	Not Applicable
	Air conditioning	Not Applicable
1Y4	AM/FM stereo radio	(\$102.00)
	On-Star	Not Applicable
	Satellite radio	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
Order code	Add options	Price
NY1	GVWR upgrade - specify 16000 GVWR - NPRXD	\$1,924.00
NR1	GVWR upgrade - specify 17950 GVWR - NQR	\$4,970.00
NU1	GVWR upgrade - specify 19500 GVWR - NRR	\$6,800.00
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	Bi-fuel model - specify	Not Applicable
	CNG prep - specify	Not Applicable
	CNG conversion (discuss with dealer)	Not Applicable
	LPG conversion (discuss with dealer)	Not Applicable
EBC	Electric brake controller	\$350.00
	Manufacturer's model upgrade package (specify pkg. bid)	Not Applicable
	Power windows/door locks	Standard
	Speed control/tilt steering wheel	Standard

Specification #7 TILT CAB & CHASSIS (Dual Rear Wheel) - 4x2

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a DOLLAR VALUE or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BUC	Back-up Camera, per federal standards <i>BACKUP CAMERA - DEALER INSTALL 7" TFT LCD DISPLAY DUAL INPUT MONITOR. HEAVY DUTY 1/4" CCD COLOR BACKUP CAMERA, 130 DEGREE PERIPHERAL VIEW. IP 68 WATER PROOF</i>	\$995.00
3K	Third key	\$18.00
NPR-NG354	Crew cab model (non tilt)	\$5,980.00
	Cab steps	Standard
	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	Not Applicable
	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	Not Applicable
	Vent visors - stick-on style	Not Applicable
	Rainshields - flange style	Not Applicable
	Daytime running lights	Standard
	Immobilize daytime running lights	Not Applicable
	Bug shield	Not Applicable
	Wrap-around grille guard	Not Applicable
	Spray-in liner (Rhino. Line-X or approved equivalent)	Not Applicable
	1,500 lb. lift gate (rail gate)	Not Applicable
WC20	1,500 lb. lift gate (tuck under) <i>2000 LB. 32X72</i>	\$4,500.00
	1,500 lb. lift gate (hydraulic)	Not Applicable
	111" cab to axle, minimum	Not Applicable
	127" cab to axle, minimum	Not Applicable
	153" cab to axle, minimum	Not Applicable
	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. May be dealer installed.	Not Applicable
	Manufacturer's certified factory standard wide service body for dual rear wheels approximately 11.5 ft. OAL to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	Not Applicable



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Side-Loaders

CONTACT INFORMATION:	RFI No. 1910-006	ISSUED DATE: October 02, 2018
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 11, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services.

(b) Company Information: Container Systems & Equipment Co., Inc.

(c) Contract Number and Title: FSA18-VEH16.0 / Cab & Chassis Truck & Heavy Equipment (d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

Two (2) new 2018 Crane Carrier Crew Cab LET2 (Side-Loader), Spec # 16

2 – ACTION TO BE TAKEN

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

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



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

CONTACT INFORMATION:	RFI No. 1910-001	ISSUED DATE: October 09, 2018
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 22, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: TruckMax Incorporated

(c) Contract Number and Title: FSA18-VEH16.0 / Cab & Chassis Truck.

(d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

One (1) new 2019 Isuzu NF154 - 4x2, Spec # 7

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number B170265ANB from the Lee County B.C.C. with Asphalt Paving Systems, Inc. to provide alternative paving methods.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from the Lee County B.C.C. to obtain alternative paving methods. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1809-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lee County B.C.C. contract. The Lee County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract anticipated to be spent in FY 2019 is \$600,000, which is included in the current year approved budget. Account Code: 12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1809-003	RFI 1809-003.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Lee County B.C.C Contract for Alternative Paving Methods

CONTACT INFORMATION:

Marilyn Rodriguez

Contracts Coordinator

EMAIL: mrodriguez@clermontfl.org

Phone: (352) 241-7350

RFI No. **1809-003**

ISSUED DATE: September 28, 2018

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: October 08, 2018 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department

(b) Company Information: Asphalt Paving Systems, Inc.

(c) Contract Number and Title: B170265/ANB, Alternative Paving Methods

(d) Length of Contract: Contract expires September 4, 2019 with additional two (2) one-year renewal.

(e) Product or Service Provided: To provide alternative pavement methods.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, October 23, 2018			
Agenda Item Name			
Collective Bargaining Agreement			
Requested Action			
Recommend to approve collective bargaining agreement with the International Union of Police Associations AFL-CIO, Clermont Police Officers Local 6013 and Sergeants Local 6014.			
Staff Report			
The collective bargaining agreement with the International Union of Police Associations AFL-CIO, Clermont Police Officers Local 6013 and Sergeants Local 6014 for the period of October 1, 2017 - September 30, 2020 is recommended for approval.			
Additional Analysis			
Fiscal Impact Summary			
The contract financial changes are included in the current year approved budget.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Police Officers Contract 102318 clean	Police Officers Contract 102318 clean.pdf	

Collective Bargaining Agreement

Between the

**International Union of Police Associations, AFL-CIO
Clermont Police Officers Local 6013 and Sergeants Local 6014**

And the

City of Clermont, Florida

October 1, 2017 through September 30, 2020

(Approved October 23, 2018)

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014, hereafter referred to as the “Union.”

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Police Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the sworn police officers employed by the City of Clermont in the classification of Police Officer and Sergeant.

Uses of gender references, “he” and “she” are considered interchangeable.

Article 1

Recognition

- 1.1 The City hereby recognizes the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

- 2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Police Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its sworn police employees, to take disciplinary action for proper cause, and to relieve its sworn police employees from duty, provided in so doing the provisions of this agreement are not violated.
- 2.2 The City reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To determine job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer and promote members.
 - I. To determine the size and composition of the work force.
 - J. To lay off bargaining unit members for lack of work or other legitimate reasons.
 - K. To transfer, subcontract, and eliminate work.
 - L. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - M. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate impact thereof.

Article 3

Indemnification

- 3.1 When the City may legally do so, the City shall furnish to bargaining unit members legal counsel and defense in accordance with F.S.S. 768.28(5) and (9). To the extent permitted by law, no bargaining unit member shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, veteran's status, political affiliation, pregnancy, genetics or sexual orientation as prohibited by State or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, veteran's status, political affiliation, pregnancy, genetics, sexual orientation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members (“Law Enforcement Officers”) will be conducted in accordance with Florida Statute 112.532, ET. seq., known as the Police Officers’ Bill of Rights. Bargaining unit members will be required to read and sign their Law Enforcement Officers’ Rights form and their Garrity Warning form prior to a formal investigative interview.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Police Officers’ Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Police Chief he/she may be allowed to continue performing her/his regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. If criminal charges are filed against a bargaining unit member, he/she may (at the discretion of the Police Chief) be placed on administrative leave without pay.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Sustained – The allegations are supported by sufficient proof.
 - B. Not Sustained – The evidence is not sufficient to prove or disprove the allegation.
 - C. Unfounded – The allegation is false or otherwise not based on valid facts.
 - D. Exonerated – The incident or act occurred but was lawful.
- 5.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member upon request and placed in the Police Department’s Administrative Investigation file. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses the least possible form of corrective action necessary to obtain its intended purpose, which is to correct inappropriate conduct. However, the Union and the City recognize that there are instances where the employee's conduct is such that progressive discipline is not required and that discipline up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Police Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. If the investigation is reasonably expected to result in disciplinary action, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of at least one shift and not more than one pay period. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.
 - D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a police officer under Florida Statutes, s/he shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty and may be subject to further discipline imposed in accordance with this article.
- 6.6 If a bargaining unit member, who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, has been acquitted of all charges or has all charges dropped, he/she will be restored to full duty with all back pay and benefits, except for such discipline imposed against the bargaining unit member for violation of the City's Personnel Policy and/or departmental operating guidelines.
- 6.7 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications issued by the Department or the City, including the City's Employee Handbook, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.9 No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting or distribution of the rule or regulation.
- 6.10 To the extent possible, supervisors shall document incidents, acts or behavior potentially leading to disciplinary action. Record keeping must identify dates, times and circumstances.
- 6.11 If disciplinary action is proposed that includes termination, demotion, transfer, reassignment, or other personnel action (e.g., administrative leave without pay) which might result in loss of pay or benefits or which might otherwise be considered a punitive measure, the bargaining unit member will be notified in writing of the proposal and the reason or reasons seven (7) calendar days prior to the effective date of such action.
- 6.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and supporting documents and an opportunity to address the report findings with the Police Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be

given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.

- 6.13 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Police Chief shall notify the bargaining unit member of his/her decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The written refutation must be provided to the Police Chief within thirty (30) calendar days following the completion of the disciplinary process (including the grievance process, if applicable).

Article 8

Work Period and Work Shift

- 8.1 Bargaining unit members assigned to road patrol shall work twelve (12) hour shifts from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. The normal work period shall consist of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Bargaining unit members assigned to road patrol shall be scheduled for a weekend off every other weekend, a weekend being defined as Friday, Saturday and Sunday, unless there is a declared emergency.
- 8.2 Bargaining unit members assigned to any unit other than road patrol shall work eight (8) or ten (10) hour shifts with starting and ending times to be determined by the Police Chief. The normal work period for eight (8) hour shifts shall consist of five (5) days on and two (2) days off. The normal work period for ten (10) hour shifts shall consists of four (4) days on and three (3) days off. While working a regularly scheduled shift, the K-9 member will be allotted one (1) hour of each shift for dog maintenance. In addition, the K-9 member shall be compensated one (1) hour for dog maintenance during each scheduled day off.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change work schedules (starting and ending times and days on/off, early/late car, relief/power shift) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each bargaining unit member shall be entitled to a paid meal period of thirty (30) minutes and two (2) fifteen (15) minute rest periods during his regular work shift. The time period for breaks must be approved by the bargaining unit members' shift supervisor prior to the bargaining unit member taking the break.
- 8.5 No bargaining unit member shall be required to work a split shift. Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. The shift picks or bids will occur in January and July. The City retains the right to determine the number of slots available on each shift.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of eighty-four (84) hours per pay period for twelve (12) hour shift employees and in excess of forty (40) hours per workweek for all other employees.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by supervisory staff; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of the Police Chief or designee in accordance with the procedures herein, except in instances of a declared emergency.
- 9.4 Except in instances of emergency, overtime opportunities will first be offered to eligible employees in the same job class, in order of seniority. Should the most senior employee decline the opportunity, it will be offered to the next senior until the opportunity is accepted. If no eligible employee voluntarily accepts the overtime opportunity, it will be assigned to and required of the eligible employee with the least seniority.
- 9.5 Accepting the overtime opportunity or declining the opportunity will be considered the same in regard to eligibility for subsequent opportunities.
- 9.6 On subsequent opportunities for overtime, the procedure described above shall begin with the bargaining unit member having the greatest seniority after the bargaining unit member who accepted or declined the previous opportunity.
- 9.7 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.8 In lieu of receiving cash for overtime worked in excess of eighty-four (84) hours per pay period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
 - A. Equivalent compensatory time for each overtime hour worked based on Article 9.7 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
 - B. The maximum accrual of compensatory time is eighty-four (84) hours for twelve (12) hour shift employees and eighty (80) hours for all other employees. When an employee has reached his/her maximum accrual, the

City will include payment for any subsequent overtime in the employee's paycheck.

- C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is one (1) hour.
- D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
- E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Police Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a daily supplement of \$20.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.
- 10.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Police Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or retraining is not approved by the Police Chief or his designee.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City.

11.2 The maximum amount of annual leave that bargaining unit members may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
10 hour	320 hours
12 hour	336 hours

11.3 In the event that the City reduces the annual leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Police Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Police Chief.

Article 14

Leave of Absence

- 14.1 All applications for leave of absence must be submitted in writing and approved by the Police Chief and the City Manager in collaboration with the Human Resources Department. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.
- 14.4 A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days. Annual, sick, personal and compensatory leave may be used during a leave of absence. All leaves must be exhausted prior to going into an unpaid status.

Article 15

Military Leave and Military Duty

- 15.1 Military leaves shall be granted in accordance with the City's Personnel Policy, Florida and Federal Law.
- 15.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 16

Workers' Compensation, On-the-Job Injury and Disability

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to immediately report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 Before returning to work, a return to work statement from the treating physician must be submitted to the Police Chief, authorizing the bargaining unit member's return to work without any work restrictions or with modified duties that can be accommodated by the Police Department at that given time.
- 16.6 A bargaining unit member (probationary or permanent) who is maliciously or intentionally injured on the job shall be paid injury leave at full pay during the duration of the job disability.
- 16.7 A bargaining unit member who receives an accidental or unintentional injury on the job within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.8 A bargaining unit member who receives an accidental or unintentional injury on the job after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed one hundred (100) hours when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 16.3 above. Workers Compensation payments issued during the period of injury leave shall be signed over to the City.

- 16.9 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.
- 16.10 Bargaining unit members are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the bargaining unit member's Family and Medical Leave entitlement.

Article 17

Vehicles

- 17.1 The City shall equip all patrol vehicles in such a manner to allow bargaining unit members to perform their duties and responsibilities as police officers. The Police Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for the patrol vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him or the public, or both, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Police Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall relate to brakes, lights, tires, emergency lights, spotlights, horns, sirens, steering, electrical, fuel leaks, engine /transmission, biohazard or chemical contamination.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place of repair, without hazard to himself/herself or the public, he/she shall do so, if ordered to do so by his/her Supervisor.
- 17.6 No vehicle or piece of equipment shall be released back for duty use until inspected and/or repaired by competent mechanical personnel.
- 17.7 Bargaining unit members shall not be required to perform repairs on vehicles.
- 17.8 Bargaining unit members shall not be required to use their personal vehicles in the performance of any assigned duties with the exception of ancillary functions.
- 17.9 Bargaining unit members shall be allowed to drive City vehicles home in accordance with the City’s Take Home Vehicle Policy as approved by the City Manager. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement. The City shall have no obligation to bargain over the creation of or changes to the Policy or the effects of such changes during the term of this agreement.

- 17.10 Bargaining unit members not assigned to the K-9 unit shall not be required to transport animals in patrol vehicles, whether caged or un-caged.

Article 18

Personal Day

- 18.1 In the event that the City reduces the Personal Day(s) benefits available to all other employees, the respective Personal Day benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 19

Insurance

- 19.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits as all City employees. The Union shall have representation on the Employee Insurance Committee, however, the City shall have no obligation to maintain such a committee.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Police Officers Union, Local 6013 and 6014 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the squad room or community service room at no cost for meetings of Local 6013 and 6014 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours.
- 20.3 The City will allocate a reasonable portion (approximately 1/3) of the squad room bulletin board solely for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 6013 and 6014 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and bargaining unit members shall not transmit any material which would violate the City's Electronic Mail Policy.
- 20.6 The Union shall be granted up to one (1) hour during new police officer orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. "Seniority" for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Police Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 6013 and 6014 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not "bump" another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 6013 and 6014. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Police Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

- A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.
- B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.

21.6 Members will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.

- A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.
- B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
- C. A member must report fit for duty within fourteen (14) calendar days (or less if approved by the Police Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

21.7 Seniority does not accrue during layoff, nor does the member accrue time off or other benefit eligibility. Upon recall, a member's seniority shall be counted from the member's former hire date, less the period of layoff.

21.8 In the event of a layoff, special consideration will be given to individuals eligible for Veterans' preference in accordance with State law and City policy.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the International Union of Police Associations, AFL-CIO (IUPA) reasonably thereafter. The monies forwarded to IUPA shall be for Clermont Police Officers Union, Local 6013 and 6014 and shall be marked as such.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 6013 and 6014.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims based on clerical or accounting errors) of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term "officials" includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Police Department and Local 6013 and 6014 and its members involving the interpretation or application of this Agreement.
- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 6013 and 6014. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) calendar days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within seven (7) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 6013 and 6014 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Police Officers Union, Local 6013 and 6014, shall file the grievance, in writing, with the Police Chief within seven (7) calendar days of the occurrence of the event giving rise to the grievance.
- The Police Chief will conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the Police Chief chooses to grant the requested relief without further proceedings. The grievant

shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 6013 and 6014. The Police Chief shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within fourteen (14) calendar days of receipt of the notification from the Police Chief.
 - The City Manager shall conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or a person affiliated with a Union other than the certified bargaining agent. The City Manager shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.
- 23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.
- 23.8 All class action grievances shall be filed at Step Two.
- 23.9 Grievance of a reprimand shall stop at the conclusion of Step One.
- 23.10 The aggrieved bargaining unit member and the Union shall be given at least two (2) calendar days notice of the grievance meetings provided herein.
- 23.11 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.
- 23.12 Probationary bargaining unit members shall not have the right to grieve discipline or discharge.
- 23.13 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

- 24.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fourteen (14) calendar days after the receipt of the Step Two decision. Said written notice shall include a statement of facts upon which the case is submitted, including a statement of the position of the Union with respect to the arbitral issues.
- 24.2 Within fourteen (14) calendar days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators. Within seven (7) calendar days of receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.
- 24.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.
- A. Any party may be represented at the hearings by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.
- 24.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 24.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

- 24.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.
- 24.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.
- 24.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in law enforcement.
 - B. The course must be pre-approved by the Police Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
 - F. The bargaining unit member has executed a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.
- 25.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

- 26.1 The annual physical examination will include, at a minimum the following: medical examination, height and weight, blood pressure, lab tests including urinalysis and metabolic blood panel, audio screening, vision test, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.5 All physical, health and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work, with the approval of the City. If the bargaining unit member's personal physician

performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

- 26.7 The standard for evaluating if an employee is medically qualified to perform their position is ultimately determined by the requirements of being a police officer. If the employee is not medically qualified, the employee will be required to comply with the provider's recommendations at his/her own expense until the employee is deemed to be medically qualified, unless the employee files a workers' compensation claim and is evaluated and treated under a separate policy.

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Police Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Copies of regulations, procedures, special and general orders or written directives shall be furnished to each bargaining unit member and the Union sufficiently in advance of implementation in order to afford the Union the opportunity to consult with, or request to bargain over the change to be implemented.
- 27.3 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Police Chief or his designee only after receipt of actual notice of such rule modification.
- 27.4 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies, the City shall provide the new or revised items to the Union for review and, if required, bargaining.
- 27.5 Any memorandum issued will be in effect until the next annual revision of the Department's Operating Guidelines, after which they must either be incorporated in the Department's Operating Guidelines or shall be null and void.
- 27.6 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Policy and Procedure.
- 27.7 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.8 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Police Chief at his/her discretion for additional observation.
- 27.9 A bargaining unit member may, subject to prior approval of the Police Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.

- 27.10 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 27.11 Any member who is in good standing and is eligible for full service retirement after having completed (20) twenty years of service or more as a law enforcement officer with the City of Clermont will be given his or her standard issue service weapon at no cost to the member. The service weapon shall be retired from duty use and become the personal property of the member. A member may be afforded this right as a condition of early retirement at the discretion of the Chief of Police provided the member is fully vested.

Article 28

Severability Clause

- 28.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.
- 28.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29

Locker Room Facilities

- 29.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.
- 29.2 Said locker room facilities shall consist of, but not limited to, the following:
lockers and showers.
- 29.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law, provided said inspection is done in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 30

Voting

- 30.1 During a primary, special or general election, a bargaining unit member who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract.

Oct. 1, 2017 - Oct. 28, 2018	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
Officer (2184 annual hours)	\$18.86	\$41,190.00		\$28.86	\$63,030.00
Officer (2080 annual hours)	\$19.79	\$41,190.00		\$30.29	\$63,030.00
Sergeant (2184 annual hours)	\$22.61	\$49,379.00		\$34.59	\$75,544.00
Sergeant (2080 annual hours)	\$23.74	\$49,379.00		\$36.32	\$75,544.00
Oct. 29, 2018 - Sept. 29, 2019	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
<u>Officer (2184 annual hours)</u>	<u>\$19.24</u>	<u>\$42,020.16</u>		<u>\$29.44</u>	<u>\$64,296.96</u>
<u>Officer (2080 annual hours)</u>	<u>\$20.20</u>	<u>\$42,020.16</u>		<u>\$30.91</u>	<u>\$64,296.96</u>
<u>Sergeant (2184 annual hours)</u>	<u>\$23.97</u>	<u>\$52,350.48</u>		<u>\$36.67</u>	<u>\$80,087.28</u>
<u>Sergeant (2080 annual hours)</u>	<u>\$25.17</u>	<u>\$52,350.48</u>		<u>\$38.50</u>	<u>\$80,087.28</u>
Sept. 30, 2019 - Sept. 30, 2020	Minimum			Maximum	
	Hourly	Annual		Hourly	Annual
<u>Officer (2184 annual hours)</u>	<u>\$19.53</u>	<u>\$42,653.52</u>		<u>\$29.88</u>	<u>\$65,257.92</u>
<u>Officer (2080 annual hours)</u>	<u>\$20.51</u>	<u>\$42,653.52</u>		<u>\$31.37</u>	<u>\$65,257.92</u>
<u>Sergeant (2184 annual hours)</u>	<u>\$24.33</u>	<u>\$53,136.72</u>		<u>\$37.22</u>	<u>\$81,288.48</u>
<u>Sergeant (2080 annual hours)</u>	<u>\$25.55</u>	<u>\$53,136.72</u>		<u>\$39.08</u>	<u>\$81,288.48</u>

31.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. The prior service must have been in the state of Florida as a full-time sworn law enforcement officer and within one (1) year of employment with the City.

31.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

31.4 All bargaining unit members who are required by management to work in a higher classification for an entire shift due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

31.5 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

October 1, 2017 – September 30, 2020

- Each fiscal year, bargaining unit members will be eligible to receive any cost of living pay increase that may be included in the fiscal year budget as approved by the City Council.
 - Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.
- 31.6 Merit pay increases shall not be available to bargaining unit members who have reached the maximum of their pay grade, unless specifically approved in the budget in the form of a lump-sum payment.
- 31.7 Merit and cost of living pay increases for bargaining unit members under this article shall not be less than the percentage pay increase given to other City employees not covered by a collective bargaining agreement.
- 31.8 Merit pay shall be calculated on the bargaining unit member's base pay.
- 31.9 Bargaining unit members that are assigned to the Criminal Investigations Division, shall be compensated 5%. The additional compensation shall only be paid to the bargaining unit member while he/she is assigned to the Criminal Investigations Division. If the bargaining unit member is reassigned for any reason out of the Criminal Investigations Division, he/she shall immediately forfeit earning the additional 5%.
- 31.10 All bargaining unit members in the classification of Sergeant shall receive a six percent (6%) hourly pay rate increase effective the beginning of the first pay period after contract approval, and a one and a half percent (1.5%) hourly rate increase effective September 30, 2019.
- 31.11 All bargaining unit members in the classification of Police Officer shall receive a two percent (2%) hourly pay rate increase effective the beginning of the first pay period after contract approval, and a one and a half percent (1.5%) hour rate increase effective September 30, 2019.

Article 32

Holidays

32.1 The following days shall be observed as official holidays for bargaining unit members:

First Day of January (New Year's Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

32.2 Twelve (12) hour bargaining unit members shall observe the holiday on the actual holiday. When an official holiday falls on a Saturday, all other bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, all other bargaining unit members shall observe the holiday on the first Monday after the holiday.

32.3 Holiday pay shall be paid in the following manner:

- A. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay. In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.
- B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 9 of this Agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In addition, the bargaining unit member must meet the Holiday Pay eligibility requirements outlined in Article 32.3.C of this Agreement.

- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
1. Must be a full-time employee
 2. Must work on the scheduled days prior to and after the holiday, as well as the day of the holiday if scheduled, or the bargaining member must be in an approved pay status on the day prior to and the day after the holiday, if scheduled. Pay status shall include members on paid annual, sick, or comp time as well as leave due to workers' compensation and/or personal days.
- D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 33

Publication of the Agreement

- 33.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.
- 33.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the City's Personnel Policy and department's Standard Operating Procedures.
- 34.2 Bargaining unit members promoted to Sergeant shall receive a pay increase to either the pay scale minimum noted in Article 31.5 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 If the promoted bargaining unit member does not successfully complete the probationary period, the member may return to the position from which he/she was promoted. If the position from which the member was promoted is filled or the Police Chief does not approve the return, reasonable efforts will be made to place the member in a comparable position, if one is available within the City. The member's rate of pay will be adjusted to that rate of pay prior to the promotion. If such a vacancy does not exist, the member will be laid off.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2020.
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.
- 35.4 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval (with the exception of merit pay increases).

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Police Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pensions

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Police Officers Pension Plan in effect as of September 25, 2018.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.
- 37.4 Effective the beginning of the first pay period after contract approval, bargaining unit members shall contribute four percent (4%) of their salary toward the normal pension cost of the Plan. Effective in the pay period beginning September 30, 2019, bargaining unit members shall contribute five percent (5%) of their salary toward the normal pension cost of the Plan.

Article 38

Performance Evaluations

- 38.1 Newly hired bargaining unit members not in a Sergeant classification shall receive six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.
- 38.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.
- 38.3 Bargaining unit members promoted to the Sergeant classification shall receive six (6) and twelve (12) month performance evaluations based on their date of promotion to Sergeant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then every twelve (12) months thereafter based on their City employment anniversary date.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Police Chief shall determine the style of uniform worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 Non-uniformed or plain clothes members shall receive an annual clothing allowance of \$500.00 payable in the second pay period in October of each year. Members permanently transferred from the uniform division to a unit where plain clothes are required dress shall receive a fiscal year prorated clothing allowance upon start of work in that unit. Temporary reassignment to a position not requiring plain clothes will not preclude the clothing allowance. The clothing allowance shall not be required to be paid back by any member should their position change for any reason.
- 39.4 The City shall provide shoes to all bargaining unit members on an annual basis, at no cost to the bargaining unit member. The Police Chief shall establish the type/style and maximum cost of shoe to be paid for by the City.
- 39.5 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Police Officer at no cost to the member. The Police Chief shall determine what equipment is necessary.
- 39.6 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:
 - A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).

- D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Police Chief that the assessment be waived.

- 39.7 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 40

Modified Duty Assignment

- 40.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Police Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Police Department. In the event there is no modified duty work available in the Police Department, the City Manager may approve modified duty status for work in other departments of the City.
- 40.2 If such an opportunity is available, the Police Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.
- 40.3 Upon the request of the Police Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.
- 40.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 40.5 A bargaining unit member performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when a member is performing a modified duty assignment. He/she may utilize accumulated and available sick, vacation, or personal time to make up a loss in pay if the modified assignment does not require at least 80 hours in a biweekly pay period.
- 40.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a modified duty assignment over a member suffering a non-work related condition if there are insufficient necessary modified duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 40.1 – 40.4.

Article 41

Health and Safety

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.
- 41.2 All bargaining unit members shall be required to participate and complete an annual physical abilities evaluation. Time spent participating in the evaluation will be considered time worked for purposes of overtime calculation in the work period in which the evaluation was conducted. The annual physical abilities evaluation shall be conducted in accordance with departmental operating guidelines agreed upon by the Union and the City. Bargaining unit members shall be encouraged but not required to achieve a "passing" score or rating. Bargaining unit members who do not achieve a "passing" score or rating on the physical abilities evaluation shall not receive any discipline, counseling nor be denied a promotion to a higher rank based on their performance.
- 41.3 Bargaining unit members that complete the physical abilities evaluation within the predetermined time limit as designated by the Police Chief (in conjunction with the City Manager and Human Resources Director), shall be eligible for one (1) Personal Day to be used within the current calendar year. The Personal Day cannot be carried forward to the next calendar year, must be taken in one day (no hourly increments), and shall be the equivalent to the number of hours worked by the employee in a normal shift.

Article 42

Complete Agreement

- 42.1 This Agreement constitutes the entire Agreement and understanding between the parties and, subject to applicable law, shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

**NEGOTIATING TEAM FOR THE CLERMONT POLICE OFFICERS
UNION LOCAL 6013 AND 6014**

Jeremy Kevitt, President

Eric Lane, Vice President

Scott Tufts, Secretary/Treasurer

Shane Strickland, Executive Sergeant Member

Christopher Martin, Executive Officer Member

Jason Sayre, Executive Sergeant Member

Aaron Grassi, Executive Sergeant Member

Holly E. Van Horsten, IUPA Representative

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Darren Gray, City Manager

Susan Carroll-Dauderis, Human Resources Director

Charles Broadway, Police Chief

Joseph Van Zile, Finance Director

Lindsay N. Oyewale, Labor Attorney

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 23RD DAY OF OCTOBER, 2018.**

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Resolution No. 2018-43R <i>Girls and Boys Club</i>		
Requested Action		
Recommend approval of the First Amendment to the 2014 Facility Use and License Agreement with the Boys and Girls Club of Lake and Sumter Counties.		
Staff Report		
Resolution 2014-32 approved a Facility Use and License Agreement between the City of Clermont and the Boys and Girls Club of Lake and Sumter Counties. Recently the Boys and Girls Club of Lake and Sumter Counties has merged with the Boys and Girls Clubs of Central Florida, Inc. This First Amendment transfers all rights and obligations of the Agreement to the Boys and Girls Clubs of Central Florida.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2018-43R - Boys and Girls Club First Amendment	Resolution 2018-43R - Boys and Girls Club First Amendment.pdf	
2. Boysgirls license - revision Oct 2018 Full document	Boysgirls license - revision Oct 2018 Full document.pdf	
3. R-2014-32 B_G Agreement 9.12.14	R-2014-32 B_G Agreement 9.12.14.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2018-43R

A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL APPROVING AN AMENDMENT TO THAT CERTAIN FACILITY LICENSE AGREEMENT DATED SEPTEMBER 9, 2014 BETWEEN THE CITY AND BOYS AND GIRLS CLUB OF LAKE AND SUMTER COUNTIES, INC. RELATED TO THE USE OF THE ARTS AND RECREATION CENTER; AMENDING THE AGREEMENT TO TRANSFER ALL RIGHTS AND OBLIGATIONS THEREUNDER TO BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA, INC. AND ADOPTING IN ITS ENTIRETY A NEW AND REVISED PROGRAM AND OPERATIONAL PLAN FOR THE USE OF THE FACILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AS PROVIDED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the Amendment to September 9, 2014 Facility Use and License Agreement with Boys and Girls Club of Lake Sumter County, Inc. and Boys and Girls Clubs of Central Florida, Inc. as attached hereto and incorporated herein as Exhibit "A".

SECTION 2.

The City Manager of the City of Clermont is hereby authorized and directed to execute the First Amendment as set forth in Exhibit "A".

SECTION 3.

This resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-43R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of October, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**FIRST AMENDMENT TO
FACILITY USE AND LICENSE AGREEMENT**

THIS AMENDMENT is to that certain agreement of September 9, 2014 (hereinafter referred to as the "Agreement") between the City of Clermont, hereinafter referred to as "CITY" and Boys and Girls Club of Lake And Sumter Counties, Inc., a Florida not for-profit corporation, hereinafter referred to as "Licensee". The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

WITNESSETH:

WHEREAS, the Boys and Girls Club of Lake And Sumter Counties, Inc. has merged and/or transferred its assets, entitlements and obligations to Boys & Girls Clubs of Central Florida, Inc., a Florida not-for-profit corporation;

WHEREAS, Boys & Girls Clubs of Central Florida, Inc. operates in the same manner and provides the same services as Boys and Girls Club of Lake And Sumter Counties, Inc.; and

WHEREAS, the City, desires to continue its relationship with the Boys and Girls Clubs for the benefit of the Clermont community and its citizens.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
2. The Agreement is hereby amended to provide that the Licensee entitled to all of the benefits and to satisfy all of the obligations under the Agreement in accordance with

the terms and conditions contained therein shall be as set forth below. Additionally for purposes of Section 21 of the Agreement all future notice as may be required shall be provided to Licensee at the address below.

Boys & Girls Clubs of Central Florida, Inc.
PO Box 2987
Orlando, FL. 32802

3. Section 2, "Use of Property", of the Agreement is hereby amended to provide that Exhibit "A" attached hereto and incorporated herein shall replace in its entirety Exhibit "A" incorporated into the Agreement. The parties further agree that annually and no later than August 31 of each year, they shall review, revise and update the terms and conditions and scheduling of Licensee's program and execute an Operating and Scheduling Addendum for the coming year which shall become a part of, and incorporated into, the Agreement. For purpose of this Section, the City Manager of the City of Clermont is authorized to execute the contemplated Addendum.

4. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

5. Boys & Girls Clubs of Central Florida, Inc., by its authorized agents execution of this

{Remainder of page initially left blank}

Amendment below, as of the date of said execution agrees and acknowledges that it is subject to the terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this as of the respective dates set forth below.

City of Clermont
BY: _____
Darren Gray, City Manager
DATE:_____

ATTEST:

TITLE:_____
DATE:_____

Boys & Girls Clubs of Central Florida, Inc.
BY: _____
Lena Williams, Chair
DATE:_____

ATTEST:

TITLE:_____
DATE:_____

Boys & Girls Clubs of Central Florida, Inc.
BY: _____
Gary Cain, President
DATE:_____



Clermont Arts & Recreation Center
Boys & Girls Clubs of Central Florida
Facility Use Agreement
Exhibit "A"

Contract period

Schedules list the minimum amount of time that will be provided. More time may be granted based on availability

There will be no use of the gym when the building is closed for a city holiday

AFTER SCHOOL SCHEDULE

Gymnasium

Monday to Friday

1 hour, 3 days per week

To be scheduled between 2:00 - 6:00pm

Field

Monday to Friday

1 hour, 3 days per week

To be scheduled between 2:00 - 6:00pm

SUMMER SCHEDULE

Gymnasium

Monday to Friday

1 hour, 3 days per week

To be scheduled between 8:00am - 6:00pm

Pool

Monday to Friday

2 hours, 1 day per week

To be scheduled between 8:00am - 6:00pm

Field

Monday to Friday

1 hour, 3 days per week

To be scheduled between 8:00am - 6:00pm

HOLIDAYS/TEACHER WORK DAYS/WINTER & SPRING BREAK SCHEDULE

Holidays & Teacher Work Days

Gymnasium and Field

Monday to Friday

As availability permits, between 8:00am - 6:00pm

Winter and Spring Break

Gymnasium

Monday to Friday

2 hours, 3 days per week

To be scheduled between 8:00am - 6:00pm

Field

Monday to Friday

1 hour, 3 days per week

To be scheduled between 8:00am - 6:00pm



Facility Use Guidelines

General:

- Youth must be supervised and escorted through the building at all times. Staff is required to monitor noise level while transitioning through hallways and discourage any running/horseplay.
- No food, drinks, candy, gum, etc. are permitted in the gym, unless otherwise approved. (Water bottles are permitted)
- Youth should not use north hallway bathroom.
- Injuries occurring outside the club (as well as serious injuries inside the club) must be reported to the Facility Manager immediately.

Building Hours and Staffing:

- Use of the club will be Monday to Friday, 7:00am to 7:00pm. Please notify the ARC Facility Manager if additional hours/days are required.
- The BGCCF is not to exceed the capacity of 262 at any time.
- The BGCCF must provide and maintain a current list of all staff to the ARC Facility Manager.

Refuse:

- In areas of use outside of the club, BGCCF staff is required to pick up all garbage. This includes but is not limited to; the north field, gymnasium, hallways, pool deck, and north entrance.
- At the end of each day, staff is required to dispose of all garbage from inside the club and from the field.
- Garbage cans with food or liquid must be cleaned out on a daily basis.
- Garbage is only to be disposed of in the trash or recycling containers in the rear of the building; not in bathrooms or entrance garbage cans. Trash must be placed in the container, not on the side or on top. All cardboard must be broken down before placing in recycling container.
- Notify the Facility Manager or Operations Chief of any large items (televisions, furniture, etc.) in need of disposal. If the City is not able to dispose of an item, it will be the responsibility and cost of the BGCCF.

Maintenance, Repair & Cleaning:

- Major issues and damages (leaks, burst pipes, broken window, etc.) must be reported to the ARC Facility Manager or Operations Chief immediately.
- All repairs, renovations, upgrades, etc. to the club must be performed by an approved contractor. A work order is to be emailed to the ARC Facility Manager and approved prior to the start of any work. In some cases, a scope of work detailing cost and materials may be required to be submitted from the contractor.
- The City will be responsible for the following repairs/maintenance inside the club:
 - Routine maintenance and required testing of Fire System, including Sprinklers, Strobes, Speakers, Fire Extinguishers
 - Routine maintenance and required testing of Emergency Lighting
 - Routine maintenance and required testing of Security alarm and Fire alarm systems
 - All service/repair of major mechanical HVAC/heating, electrical, plumbing. This does not include regular maintenance such as replacing ballasts, clogged pipes, etc.



- Daily cleaning of the club must include all classrooms, common areas, sinks, and individual bathrooms. This includes but is not limited to the following:
 - Sinks wiped out, garbage emptied, carpets vacuumed, floors swept, and closets kept free of excessive clutter. Garbage must be taken to the dumpster on a daily basis

ARC Staff agrees to:

- Conduct an inspection of the BGCCF once per month, including classrooms, common areas, bathrooms, and storage closets. A copy of the report will be emailed to the Lake County Area Director and BGCCF South Lake Service Director within three (3) business days.
 - If repairs or corrections are required, the ARC Facility Manager will issue a Work Order, detailing the repairs and the required time for completion. This will be emailed to both the BGCCF Director of Facilities and South Lake Service Director.
- Provide monthly pest service, which will be performed the first Tuesday of each month. If additional pest services are needed, it is the responsibility of the BGCCF to pay for services.
- Provide a schedule of BGCCF gym and field use at least two weeks in advance. Additional days and times will be scheduled as availability permits.
- The ARC Facility Manager will meet with South Lake Service Director at least once per month.

CITY OF CLERMONT
RESOLUTION NO. 2014-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA APPROVING THE AGREEMENT BETWEEN THE CITY OF CLERMONT AND THE BOYS AND GIRLS CLUB OF LAKE AND SUMTER COUNTIES, INC. AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the acceptance of the Facility and License Agreement between the City of Clermont and the Boys and Girls Club of Lake and Sumter Counties, Inc., subject to a ten year term to commence on September 1, 2014 and continuing through August 31, 2024 and subject to the conditions contained in the agreement between the City of Clermont and the Boys and Girls Club of Lake and Sumter Counties, Inc. as incorporated and attached hereto.

SECTION 2.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2014-32

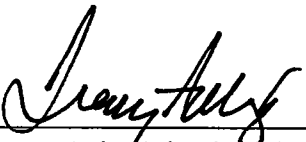
DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 9th day of September, 2014.

City of Clermont



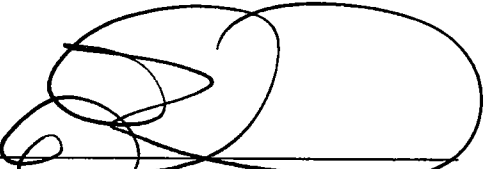
Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney

FACILITY USE AND LICENSE AGREEMENT

THIS AGREEMENT, entered into this 9th day of September, 2014 by and between the City of Clermont, hereinafter referred to as "City," and Boys and Girls Club of Lake & Sumter Counties, Inc. a Florida non-profit corporation, hereinafter referred to as "Licensee," whose address is P O. Box 896179, Leesburg, FL 34789.

WITNESSETH:

WHEREAS, the City is the owner of a certain public facility located in Clermont, Florida, commonly known as Clermont Arts & Recreation Center, hereinafter referred to as the "Site"; and

WHEREAS, Licensee desires to utilize certain facilities located at the Site for the purposes hereinafter set forth; and

WHEREAS, the City, pursuant to its municipal authority as set forth in Chapter 166, Florida Statutes, may provide the general public with playgrounds, recreation areas, and other recreational and cultural facilities, programs and support for recreational programs, including such programs as Licensee desires to promote.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term and Termination.** The term of this Agreement shall commence on September 1, 2014 and terminate on August 31, 2024. The Agreement may be renewed thereafter based on the mutual agreement of the parties after considering and reviewing Licensee's activities, programs and attendance statistics.

Either party may terminate this Agreement for cause at any time upon written notice to the other party. City, may, upon one-hundred eighty (180) days written notice to Licensee, terminate the Agreement for any reason. Upon termination of the Agreement for any reason, the Licensee shall, as of the effective date of the termination, cancel or terminate all activities occurring or to occur on the Site and remove all personal property of Licensee from the Site.

2. **Use of Property.** The City agrees to permit Licensee to utilize the Site for the purpose of providing youth recreation and sports programs in Clermont, Florida subject to the terms and conditions set forth herein and as more particularly described in Exhibit "A" attached hereto and incorporated herein.

3. **Guidelines and Non-Exclusive Rights.** This Agreement is specifically conditioned upon Licensee continuing to run its program in such a manner that Licensees activities are open to all eligible youth who wish to participate, regardless of ability, sex, religion or race. The Licensee must operate as a 501 (c)(3) non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the Licensee's by-laws must be supplied to the City. In the event that Licensee changes this policy or loses its 501(c)(3) status this Agreement shall be terminated immediately.

This Agreement may not be assigned or transferred in any manner by Licensee. Any such assignment or transfer is expressly prohibited. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed hereafter null and void and of no further force and effect whatsoever.

4. **Certification & Volunteer Screening.** Each manager, coach, and supervisor of Licensee is encouraged to be certified in Cardiopulmonary Resuscitation and First Aid. As a condition precedent to Licensee's rights hereunder, Licensee shall obtain at its expense and

maintain fingerprint background screenings reports on every employee or volunteer who will have direct access to children. The reports shall be obtained through the Florida Department of Law enforcement and shall be no older than three (3) years. Copies of the reports shall be provided to the City upon City's request. Licensee shall prohibit any employee or volunteer on the Site if said employee or volunteer has at any time pled no contest to, participated in pre-trial diversion or other alternative sentencing or been convicted of a crime constituting a felony under the laws of the State of Florida or any comparable law of another state. Licensee shall provide an affidavit, in a form acceptable to City and executed by the Licensee's president verifying that the above background screening was completed for all employees and volunteers who may have direct access to children. The Licensee must submit the affidavit within three days of the effective date hereof.

5. **Indemnification.** Licensee shall defend, indemnify and hold harmless the City from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the Licensee's use of the Site. Such indemnification shall include all claims of Licensee's guests and participants. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

In accordance with the above, Licensee expressly agrees and acknowledges that it will require each participant, if of legal age, or each participant's parent and/or legal guardian, execute a hold harmless, waiver and release of potential claims against the City. The release shall be in a format as approved by the City in advance.

6. **Insurance.** Licensee, at its own cost and expense, shall keep in force during the term of this Agreement minimum insurance coverage, as set forth in Exhibit "B" attached hereto and incorporated herein.

All such insurance shall be evidenced by a Certificate of Insurance which must be submitted to, and approved by, the City prior to any use by Licensee of the Site under this Agreement. The City shall be named as an additional insured on the insurance policy, which shall be noted on the Certificate of Insurance and the City shall be provided with a thirty (30) day, prior written notice in the event of cancellation, non-renewal or adverse change to such policies. Failure to comply with any insurance requirement shall cause immediate cancellation of this Agreement. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

All Licensee personal property housed or placed at the Site shall be at the sole risk of Licensee. The City shall not be liable, in any manner, for any loss or damage to any of the Licensee's or participants' personal property whatsoever.

7. **Communication.** Licensee shall advise City in advance of the name and contact information for Licensee's designee for communication purposes between the City and the Licensee. All communication by the Licensee with the City must be made through the Licensee's designee. Communication, information or requests for service by Licensee must be made to the Parks and Recreation Supervisor or his/her designee.

8. **Maintenance of Records; Audit.** For a period ending three (3) years after the expiration or termination of this agreement, Licensee shall make all records and documents relating to this agreement available for inspection and copying by the City or any agent designated by the City. Notwithstanding anything to the contrary stated above, Licensee

recognizes that certain documents that it may maintain in accordance with the use of the Site and this Agreement may be Public Records under the law of the State of Florida and, therefore, Licensee agrees that it shall comply with all applicable terms of said law to the greatest extent possible.

9. **Inspection Rights and General Right of Entry by City.** The City shall have the unrestricted right at all times to enter on the premises used by Licensee to inspect the premises to ensure Licensee's compliance with the terms and conditions contained herein. This right shall include, but not be limited to, the right to enter into any sporting event or recreation program.

10. **Maintenance.** The City will maintain the Site in accordance with the City's routine maintenance policies and plans. Notwithstanding the foregoing, Licensee, at its expense, shall be responsible regular cleaning of the facilities described in Exhibit "A", including, but not limited to, bathrooms and garbage disposal, in a manner consistent with the City's routine cleaning and maintenance policies.

11. **City's Right to Usage.** The City retains the right to schedule use of the Facilities to accommodate the greater need of the Clermont community. In accordance therewith, Licensee and City shall plan on no less than a monthly basis during the term of the Agreement, the use of the Site and specific portions thereof, by Licensee.

12. **Facility Usage Fees.**

Licensee shall pay to City the monthly fees described below:

For the period of September 1 to May 31 of each year hereunder, the sum of FIVE HUNDRED DOLLARS (\$500) for each month.

For the period of June 1, to August 31 of each year hereunder, the sum of ONE

THOUSAND DOLLARS (\$1,000) for each month.

Upon the expiration of the fifty-fourth (54th) month of the term hereunder, the parties agree that the above fees shall be reviewed and renegotiated. Any agreed-upon increase shall be effective as of the commencement of the sixth (6th) year hereunder, provided such increase shall not exceed three (3) per cent per year thereafter.

Licensee shall pay the fee, on or before the 10th day of each month or portion thereof. The payment shall be made to the City, c/o Clermont City Manager, 685 West Montrose Street, Clermont, Florida 34711.

13. Enforcement of Use Policies. All persons entering Site are subject to the policies set forth by the City. The Licensee is charged with the enforcement of those policies by the participants in Licensee's programs and events. . Uniformed law officers may be called upon to enforce applicable City ordinances. The City may ban any program participant or event attendee from admission to the Site for such length of time as the City may deem necessary.

14. Safety Requirements. Licensee will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property in the park.

Licensee will be responsible for completing a pre-program/event/field/pool safety check. Any unsafe condition/deficiency should be reported immediately to City prior to the start of use. Commencement of use by Licensee constitutes agreement as to the safety of Site conditions. Licensee shall report all safety concerns to the City immediately.

Licensee will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss. Licensee will act to prevent threatened

damage, injury or loss in an emergency affecting the safety of persons or property.

The City, at any time, may cancel, postpone, or delay any use, program or event due to inclement weather or any other factors which might impair the safety of the participants or cause damage to the Site. The City will advise the Licensee, as soon as reasonably possible, in the event of cancellation.

15. **License Only.** This Facility Agreement is a license for temporary use only and creates no possession or ownership interest in the Licensee, or exclusive use, of the Site. The term "Licensee" is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever

16. **Signs/Banners.** All signs and banners to be used by Licensee shall be approved in advance by City and installed, erected or hung in accordance with the City's specifications. Any unapproved signage may be immediately removed by the City.

17. **Concessions.** Licensee may not operate a concession facility of any kind without prior written approval from the City.

18. **Improvements.** Licensee shall not make any alterations or improvements to the Site, or any facility thereon, without prior written approval from the City.

19. **Amendments.** This Agreement may be amended only through a written document executed by both parties.

20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement

21. **Notice.** All notices required to be given under this agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

As to the City. 685 West Montrose Street
Clermont, FL 34711
Attn.: Darren Gray, City Manager

As to the Licensee: Boys & Girls Club of Lake & Sumter Counties, Inc.
P O. Box 896179
Leesburg, FL 34789
Attn.: Leva Williams, President

22. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall be exclusively in Lake County, Florida.

23. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

24. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th
day of September, 2014.

"CITY OF CLERMONT "

BY: 

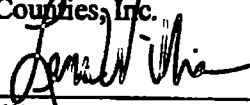
Harold S. Turville, Jr.
Mayor

ATTEST:



Tracy Ackroyd, City Clerk

Boys & Girls Club of Lake &
Sumter Counties, Inc.



Leva Williams, President

DATE: 9/9/14

EXHIBIT "A"

Boys & Girls Club After-School Program and Tentative Future Summer Schedule

After-School Program

STAFF, PARKING, AND PARENT DROP-OFF AND PICK-UP LOCATIONS

- Staff will park on the north side parking lot, adjacent to the Boys & Girls Club entrance, and access the facility from this location.
- Parent drop-off and pick-up will be on the north side parking lot, adjacent to the Boys & Girls Club entrance. Parents must not leave vehicles parked along the curb or in any unauthorized areas.
- Boys & Girls Club staff will make parents aware of the drop-off and pick-up area.
- Current staff Information, below:

TRACY JONES	UNIT DIRECTOR-	9AM-6:00PM
AARON S.	MEMB. CLERK/ASSIST. TO UNIT D,	2:15-6:15PM, W-1:15PM-6:15 PM
YASMIN S.	PROGRAM COORDINATOR/CHARACTER & CITIZENSHIP	- 1:15PM-6:15PM
DIONIE M.	EDUCATION COORDINATOR-	1:15PM-6:15PM
SARAH P.	(TEEN COORDINATOR)	3PM-6:15 (OR 6:30 WHEN PARENTS ARE LATE)
JANET H.	DJJ/PREVENTION SPECIALIST/THE ARTS	-2:30PM-6PM, W- 1:30PM-6PM
BRANDON P.	PROG, STAFF (SPORTS/FITNESS LEAD)	2:30PM-6PM, W- 1:30PM-6PM
CAROLYN H.	PROG. STAFF/EDUCATION	2:30PM-6PM, W- 1:30PM-6PM, FRI- OFF
EILEEN T.	PROGRAM STAFF-CREATIVE ART,	2:30PM-6:00PM, W- 1:30PM-6PM)
ANA R.	(PROGRAM STAFF/EDUCATION)	3:00PM-6:00PM
ZACH F.	PROGRAM STAFF/COMP. TECH/LIBRARY	2:30-6PM
SUSAN L.	DRIVER /STAFF SUPPORT	2:00PM-5:30PM (WED.'S 12:30PM-5:30PM)

AFTER-SCHOOL PROGRAM HOURS AND SCHEDULE

Children will arrive by means of the B&G Club bus, or by parent drop-off

- Monday, Tuesday, Thursday, Friday
2:00pm – 6:00pm
- Wednesday (early release day)
1:00pm – 6:00pm

2014-2015 Program Schedule

AUGUST 18 - First Day of Afterschool Programs-2-6pm
SEPTEMBER 1 - Labor Day –(Monday) Club Closed
SEPTEMBER 19 - (Friday) Club Closed
SEPTEMBER 26 - Non-Student Day- Club Open (Friday) 7am-6pm
OCTOBER 20 - Non-Student Day / Teacher Work Day (Monday)- Club Open 7am-6pm
NOVEMBER 11 - Veteran's Day / Student Holiday (Tuesday)- Club Open 7am-6pm
NOVEMBER 24-28 - Thanksgiving Holiday / Student Holiday (Monday - Friday)-
Club Open - Mon .thru Wed. and Friday, 28, Club Closed Thursday, 27
DECEMBER, 22-31 Winter Break - Club Open –Mon & Tue (7am-6pm), Wed. (7am-4pm), Club
closed -Thursday and Friday,
JANUARY 1-2 Winter Break (Thursday - Friday)- Club Open 7am-6pm
JANUARY 16 Non-Student Day / Teacher Work Day (Friday)- Club Open 7am-6pm
JANUARY 19 Martin Luther King, Jr., Birthday / Student Holiday (Monday)- Club may be closed to
participate in Community Event. May open at 7am-6pm, but be away most of the afternoon.
Returning to club for parent pick up at the end of the day.
FEBRUARY 16 Presidents' Day / Student Holiday (Monday)- Club Open 7am-6pm
MARCH 27 Non-Student Day / Teacher Workday (Friday)- Club Open 7am-6pm
MARCH 30-31 Spring Break (Monday-Tuesday)- Club Open 7am-6pm
APRIL 1-3 Spring Break (Wednesday-Friday) Club Open 7am-6pm
MAY 25 Memorial Day / Student Holiday (Monday)- Club Closed
MAY 29- (Friday) Last Day for Afterschool programs
JUNE 1-5 –Club transition and preparation for Summer program Club closed for programming
JUNE 8- (Monday) First day of Summer Program

AFTER SCHOOL USE OF THE FACILITY

Pool

- Will be closed Monday thru Friday, starting September 1st
- REQUEST --Friday September 26th (teacher work day)
 - Pool is not open but may be rented (per hour fee and a per hour lifeguard rate will apply)

Gymnasium

- REQUEST—2 days a week for one hour, for free-play, basketball, and other activities (flexible on days and times, but requested 4:30-5:30pm)
 - Starting October 1st, ARC will make the gymnasium available for use at least one day per week for at least one hour
 - Gym use will be scheduled around the programs and rental uses during that time.
 - Gym times and dates will be made available to B&G Club staff at least 2 weeks in advance, but are subject to change.

Theater

- REQUEST—Two days per week for one hour, for performance-type activities and uses
-The Theater will be scheduled for use at least one day per week, for at least one hour. All times and dates will be dependent on availability, and a schedule of use will be made available to the B&G Club staff at least 2 weeks in advance, but are subject to change.

Outdoor Field

- REQUEST-- Two days per week for at least one hour, for sports, activities, games, etc
-The outdoor field will be scheduled for use at least one day per week, dependent on availability. B&G Club staff will be given at least 2 weeks advance notice, but times /dates are subject to change.

Proposed Playground (Not yet built)

- REQUEST—One day per week for at least one hour, for recreation activity
-Once completed, the playground will be available for use at least two days per week for one hour

2015 SUMMER SCHEDULE

USE OF THE CLERMONT ARTS & RECREATION FACILITY

A schedule of facility usage will be provided every four weeks. Times /dates are subject to change.

Pool

(pool opening date not determined, pool hours and programming also not yet determined)

- A minimum of two hours of reserved pool use per week. With ARC lifeguard staff.

Gymnasium

- A minimum of one hour per day (M-F) every morning (7-11), and a minimum of one hour in the afternoon (11-6)

Theater

- A minimum of two days per week for at least one hour, per use

Outdoor Field

- A minimum of three days per week for at least one hour, per use

Playground (Not yet built)

- A minimum of three days per week for at least two hours, per use.

ARC REQUESTS TO B&G CLUB, FOR THE SCHOOL YEAR 2014-2015, AND THE SUMMER 2015

- Improve B&G Club monitoring of children to address the excessive noise level in the hallways. There have been occasions when the noise has been very excessive and ARC staff has had to address the noise level with B&G Club staff.
- The mess left in the hallway bathrooms continue to be an issue with water on the floor, excessive use of paper towels, and extreme messes that are left after use.

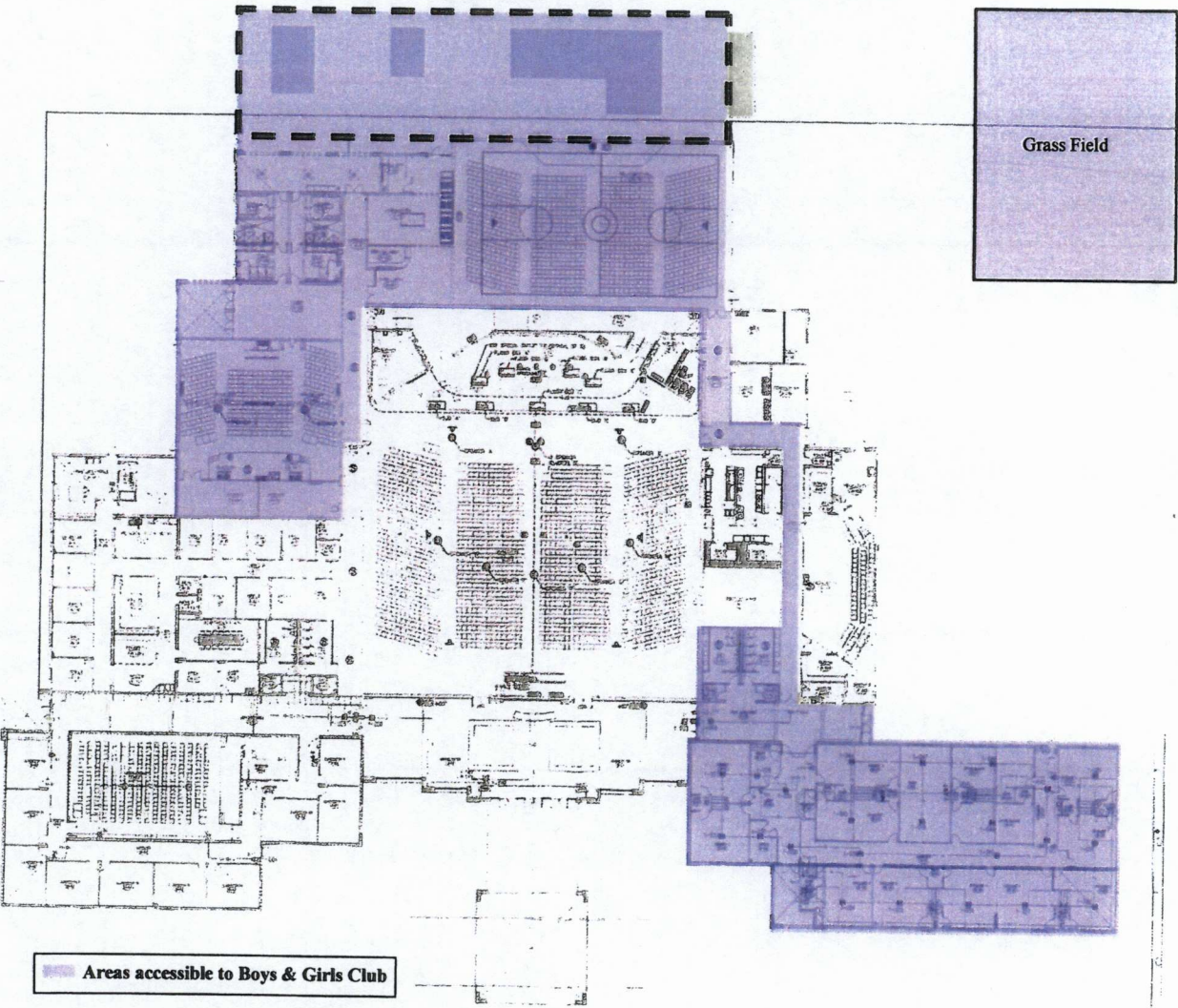
B&G Club agrees to:

- Have staff monitor large groups more closely while in other areas of the facility, and while using the hallway restrooms. They will take alternate routes through the facility in order to avoid disturbing others in the facility.
- Look into installing hand dryers in the hallway restrooms
- Purchasing step stools for smaller children who cannot reach the sinks.
- Look into the possibility and potential cost of removing the toddler toilets from the classrooms and installing adult sized toilets to alleviate the use of the hallway bathrooms
- Continue to notify ARC staff of all maintenance issues, as minor as they may appear.
- Clean all classrooms, common areas, sinks, and bathrooms located in the B&G wing daily, this includes but is not limited to the following:
 - sinks wiped out, garbage emptied daily, carpets vacuumed regularly, and closets kept free of excessive clutter, garbage is expected to be taken to the dumpster on a daily basis

ARC staff will:

- Conduct an inspection of the Boys & Girls Club wing once per week, including individual classrooms, common areas, and storage areas, also the interior and exterior building.
- Staff will address any A/C and heating issues, lights that are out, plumbing issues and other general maintenance issues.

Clermont Arts & Recreation Center





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Resolution No. 2018-44R <i>Cooper Memorial Library</i>		
Requested Action		
Request approval of Resolution No. 2018-44R		
Staff Report		
At the September 6, 2018 First Budget Public Hearing, Lake County requested the City of Clermont to provide funding to extend the operating hours of Cooper Memorial Library. At the end of the First Budget Public Hearing, the City Council approved Resolution 2018-35R with the addition of the requested library-funding. The attached Inter-local Agreement between Lake County, Florida and City of Clermont for Cooper Memorial Library funding dictates the City agrees to pay Seventy-Six Thousand Nine Hundred Twenty and 00/100 Dollars (\$76,920.00) to the County, subject to the conditions contained in the agreement, each year the agreement is in effect.		
Additional Analysis		
Fiscal Impact Summary		
The contribution is included in the approved FY 2019 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018-44R Interlocal Agreement for Cooper Memorial Library Funding	2018-44R Interlocal Agreement for Cooper Memorial Library Funding.pdf	
2. Clermont Cooper Memorial Library Interlocal Agreement	Clermont Cooper Memorial Library Interlocal Agreement.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2018-44R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND LAKE EMERGENCY MEDICAL SERVICES, INC. AND THE MUNICIPALITIES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the acceptance of the Interlocal Agreement regarding the Cooper Memorial Library funding between Lake County and the City of Clermont, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 23rd day of October, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF CLERMONT
FOR COOPER MEMORIAL LIBRARY FUNDING**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), and the City of Clermont, a municipal corporation organized under the laws of the State of Florida (the CITY).

WITNESSETH:

WHEREAS, the COUNTY and Lake-Sumter State College jointly operate the Cooper Memorial Library, located at 2525 Oakley Seaver Drive, Clermont, Florida 34711, as a branch library of the Lake County Library System;

WHEREAS, the CITY desires to provide funding to the COUNTY for expanding the hours at the Cooper Memorial Library;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interests of the residents of Lake County to enter into this Agreement.

NOW THEREFORE, IN CONSIDERATION, of the mutual terms, understandings, conditions, premises, and covenants set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated in this Agreement by reference.

Section 2. **Scope of Services.**

A. The CITY shall pay **Seventy-Six Thousand Nine Hundred Twenty and 00/100 Dollars (\$76,920.00)** to the COUNTY no later than of each year that this Agreement is in effect.

B. The COUNTY shall, with the consent of Lake-Sumter State College, operate the Cooper Memorial Library in accordance with the following schedule, excluding holidays or periods of temporarily extended or limited hours:

Sunday	Closed
Monday	8:00 am to 8:00 pm
Tuesday	8:00 am to 8:00 pm
Wednesday	8:00 am to 8:00 pm
Thursday	8:00 am to 8:00 pm
Friday	9:00 am to 5:00 pm
Saturday	9:00 am to 5:00 pm

C. The COUNTY shall, in coordination with Lake-Sumter State College, use the funding provided by the CITY on an annual basis as follows:

Staffing	Three (3) additional part time employees (20 hours each)	\$36,414.00
Security	4 (four) additional hours (Saturday)	\$3,831.00
Physical plant	Sixteen (16) additional hours per week	\$36,675.00
TOTAL		\$76,920.00

D. If at any time Lake-Sumter State College does not provide consent or withdraws its consent to expand the hours of the Cooper Memorial Library in accordance with this Agreement, then this Agreement will become null and void.

Section 3. Personnel. Neither party will be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers' compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the other party performing the services, duties and responsibilities pursuant to this Agreement.

Section 4. Sovereign Immunity. Nothing contained in this Agreement will in any way waive the sovereign immunity that the COUNTY and the CITY presently enjoy under the Constitution and Statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. Each party will be responsible for the acts, omissions, or conducts of its own employees.

Section 5. Term and Termination.

A. This Agreement will become effective upon the execution of this Agreement by the final party to sign it (as indicated by the date stated under that party's signature) ("Effective Date") and will remain in effect until terminated by either party. Either party may terminate this Agreement by providing at least sixty (60) days' prior written notice to the other party.

B. If either party fails to keep, observe, or perform any provision of this Agreement, the breaching party will be deemed in default. If such default continues for a period of ten (10) days after notice of the default by the non-breaching party to the other party, then the non-breaching party will be entitled to immediately terminate this Agreement. The parties agree that prior to termination, the COUNTY and the CITY will attempt to resolve any dispute that arises under this Agreement in good faith.

Section 6. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Section 7. Modifications. Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement. the COUNTY's Executive Director may authorize any modification, amendment, or alteration of the terms or conditions contained in this Agreement on behalf of the COUNTY. This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

Section 8. 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, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, Florida 32778

CITY

City Manager
685 West Montrose Street
Clermont, Florida 34711

With a copy to:
County Attorney
Lake County Administration Bldg.
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

Section 9. Entire Agreement. This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

Section 10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

Section 11. Compliance. The CITY and the COUNTY must at all times comply with all applicable Federal, State and local laws, rules and regulations.

Section 12. **Jurisdiction and Venue.** This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida.

{Remainder of page left intentionally blank}

Interlocal Agreement Between Lake County, Florida and the City of Clermont as for Cooper Memorial Library Funding

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by the CITY through its duly authorized representative.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Timothy I. Sullivan, Chairman

This _____ day of _____, 2018

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

Interlocal Agreement Between Lake County, Florida and the City of Clermont as for Cooper Memorial Library Funding

ATTEST:

CITY

CITY OF CLERMONT

Tracy Ackroyd-Howe, City Clerk

Gail Ash, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Resolution No. 2018-46R <i>Employment Policies Manual</i>		
Requested Action		
Recommend amending the Employment Policies Manual, Chapter 1: General, Chapter 3: Educational Leave & Tuition Assistance, and Chapter 4: Compensation/Salary Administration.		
Staff Report		
Staff proposes the Employment Policies Manual approved and adopted by the City Council on December 12, 2017, be amended with regards to Chapter 1: General, Chapter 3: Educational Leave & Tuition Assistance, and Chapter 4: Compensation/Salary Administration. Amend Chapter 1: General, J. Political Activity to correct language pertaining to employees running for office and the Hatch Act. Add language to Chapter 3: Educational Leave & Tuition Assistance, subsection 3.2 Tuition Assistance/Reimbursement to clarify that the purpose of the program is to reimburse employees for courses in a degree seeking program. Add a new subsection to Chapter 4: Compensation/Salary Administration, 4.9 Special Event Pay to provide non-exempt employees who work a special event which is held outside of their scheduled work hours and who do not qualify for overtime to be paid for all hours worked the special event at the rate of 1.5 times the employee's regular rate of pay.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Agenda Item Employment Policies Manual Amendment 102318 Resolution	Agenda Item Employment Policies Manual Amendment 102318 Resolution.pdf
2.	Amendments to Employment Policies Manual 2018	Amendments to Employment Policies Manual 2018.pdf

**CITY OF CLERMONT
RESOLUTION NO. 2018-46R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE EMPLOYMENT POLICIES MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that changes be made to the Employment Policies Manual.

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

Section 1

The City Council of the City of Clermont does hereby amend the Employment Policies Manual effective December 12, 2017 as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

Section 2

All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 3

This resolution shall take effect immediately upon adoption.

CITY OF CLERMONT
RESOLUTION NO. 2018-46R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of October, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Amendments to the Employment Policies Manual Effective December 12, 2017. The changes highlighted below will be effective October 23, 2018.

Amendment to Chapter 1: General, J. Political Activity

Any employee who is not subject to the Hatch Act shall be granted a leave of absence not to exceed four (4) months for the purpose of seeking an elective public office in an ~~partisan~~ election. During the leave of absence, the employee shall use accrued annual leave, compensatory leave or personal days prior to going in an unpaid status. Unless otherwise provided by law, if a City employee becomes a candidate for an elective is elected to City of Clermont office, he/she shall at the time of ~~formal qualification taking~~ office, resign in good standing from City service.

Additional Language to Chapter 3: Educational Leave & Tuition Assistance, subsection 3.2 Tuition Assistance/Reimbursement

The purpose of this program is to reimburse employees for courses in a degree seeking program.

Addition of a new subsection to Chapter 4: Compensation/Salary Administration, 4.9 Special Event Pay

Non-exempt employees who work a Special Event which is held outside of their scheduled work hours and who do not qualify for the overtime premium noted in Section 4 shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the employee's regular rate of pay.

The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the FLSA.

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Resolution No. 2018-47R <i>Conduct of Proceedings</i>		
Requested Action		
Recommend approval of Resolution 2018-47R		
Staff Report		
The resolution establishes the process to be used when property owners seek relief pursuant to the Land Use and Environmental Dispute Resolution Act. Although the Act has been in place for awhile, until recently the City had not received any requests from a property owner who disputes a decision regarding that owner's property. As a result, the City had not adopted any guidelines or procedures to implement the Act. The resolution proposed, will establish the process by incorporating the particular process set forth in Section 70.51, F.S., provide for the sharing of the expenses between the City and the property owner and authorize the City Manager to implement the process.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Reso2018-47RSection 70-51 Process Reso2018-47RSection 70-51 Process.doc		



CITY OF CLERMONT
RESOLUTION NO. 2018-47R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, TO ESTABLISH PROCEDURAL GUIDELINES/RULES AND PROCEDURES TO GOVERN THE CONDUCT OF PROCEEDINGS PURSUANT TO FLORIDA STATUTES, SECTION 70.51 AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 70.51, the Florida Land Use and Environmental Dispute Resolution Act, provides that “[e]ach governmental entity may establish procedural guidelines to govern the conduct of proceedings authorized by this section”, and this Resolution is intended by the City of Clermont to adopt such procedural guidelines which will act as the City’s rules and procedures for proceedings under Section 70.51, F.S.; and

WHEREAS, it is the intent of the City of Clermont that these rules and procedures be cumulative to the procedures specifically set forth in the Florida Land Use and Environmental Dispute Resolution Act and any amendments thereto, a copy of the current version is attached hereto as Exhibit “A”, and the procedures set forth in such Act shall be followed as if fully set forth in this Resolution; and

WHEREAS, the City of Clermont finds that it is in the best interest of the City and its citizens to adopt these rules and procedures to govern the conduct of proceedings authorized by the Florida Land Use and Environmental Dispute Resolution Act.

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

SECTION 1. Findings and intent.

The foregoing WHEREAS clauses are herein adopted as findings and expression of intent.

SECTION 2. Implementation of proceedings.

The City Manager is hereby delegated authority to implement the provisions of F.S. §70.51 in a manner as deemed appropriate and advantageous to the City. The City Manager is further hereby authorized and directed, in conjunction with the City Attorney, to establish the negotiation team and other personnel that are required to implement, in full, the process contemplated in F.S. §70.51.

SECTION 3. Expenses and location of proceedings.

All costs associated with proceedings under F.S. §70.51, including, but not limited to special magistrate fees and expenses, and costs of providing notice and effecting service as required



CITY OF CLERMONT
RESOLUTION NO. 2018-47R

under the statute, shall be borne equally by the City of Clermont and the person/entity requesting relief under F.S. §70.51 (hereinafter “Owner”). No final relief or action, of any kind, shall be granted by the City Council until Owner has paid Owner’s share of such expenses. The proceedings shall be held at City of Clermont City Hall.

SECTION 4. Implementation of proposed settlement agreements or recommendations by special magistrate.

If the City of Clermont receives a recommendation by a special magistrate, or a recommendation of a settlement agreement, in a F.S. §70.51 proceeding, such recommendation shall be considered by the City Council within forty-five (45) days after receiving such recommendation. The recommendation shall be considered by the City Council at a regular or special public meeting, and the decision of the City Council shall be final. Within twenty (20) days after such final action, the City Manager shall take such actions as needed to implement the City Council’s final action. If the City Council approves such recommendation but with modifications and if such recommendation as modified is acceptable to the Owner, the City Manager shall take such action as needed to implement the final action as modified within twenty (20) days thereafter.

SECTION 5.

Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 6.

If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 8.

A copy of this Resolution shall be kept on file in the City Clerk’s office and made available to the public upon request.

SECTION 9.

This resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-47R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 23rd day of October, 2018.

CITY OF CLERMONT

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

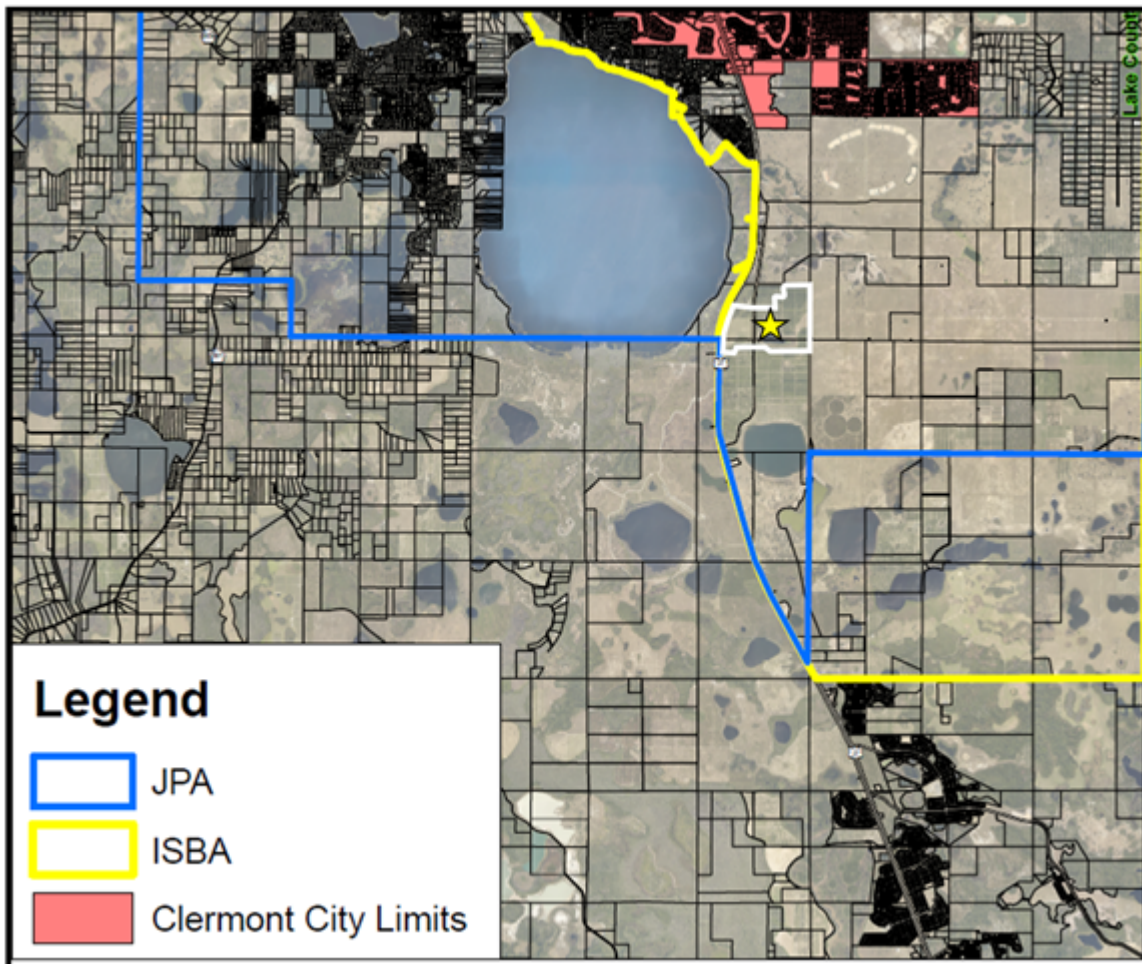


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 23, 2018	
Agenda Item Name	
Ordinance No. 2018-35 <i>Introduction</i> <i>Olympus</i>	
Requested Action	
Recommend introduction of Ordinance No. 2018-35.	
Staff Report	
<u>Background</u> The applicant, Olympus Sports and Entertainment (OSE), is requesting annexation into the City of Clermont consisting of a 247.37 acre property, which is currently located on the east side of US 27, along Schofield Rd and Bradshaw Rd, in Lake County known as Wellness Way. The subject property lies within the Interlocal Service Boundary Agreement (ISBA) between the City of Clermont and Lake County. The ISBA agreement allows for the annexation of non-contiguous properties into the City of Clermont under certain conditions. The OSE property meets the requirements of the ISBA for annexation. Currently, the property consisting of 247.37-acres is a non-active orange grove, which had succumb to citrus greening. There are no adjacent residents or commercial uses to the subject property.	



Analysis

The City of Clermont has envisioned this portion of unincorporated Lake County to provide for next generation jobs for the Clermont community as applicants seek entitlements and utility service by the City of Clermont. The OSE project is envisioned as a large-scale mixed-use project with sports training and sports performance venues as the iconic components of the project. Additional uses include office, commercial, residential, open space and civic uses. Economic and fiscal impact studies performed by Fishkind and Associates have projected over 5,600 jobs in targeted sectors to be created.

State law requires the City to perform a public facilities evaluation for Comprehensive Plan Amendments that would increase the allowable density or intensity of a property. The Lake County future land use designation would permit intensities similar to the City of Clermont Master Plan land use. However, City staff has reviewed the ability to provide public services to ensure adequate services associated with the annexation.

Transportation: The subject property lying within the Wellness Way Area has an identified transportation network by Lake County. Currently, Lake County and the City of Clermont are participating in a Central Florida Expressway Authority (CFX) PD & E study on the corridor between US27 and SR429. It is anticipated that this project would result in a limited access toll facility owned and operated by CFX. The results of the PD & E are anticipated to be presented to the CFX Board in early 2019.

In addition to the CFX PD & E study, a Transportation Impact Analysis is currently underway by the applicant to identify the framework roadway network to support the Olympus project. The network to be studied includes Hancock Rd, Wellness Way Parkway and CR455. The findings of this study will be used to craft appropriate conditions for the PUD zoning application.

School Capacity: Olympus Sports and Entertainment has applied for Concurrency with the Lake County School Board for the proposed residential component of the project. The findings of that analysis will govern the development of the project.

Utilities: There is sufficient Potable Water and Wastewater treatment capacity in the City's facilities to support the proposed Olympus project. Negotiations are underway for the design, financing and construction of the required transmission and collection systems needed to service the project.

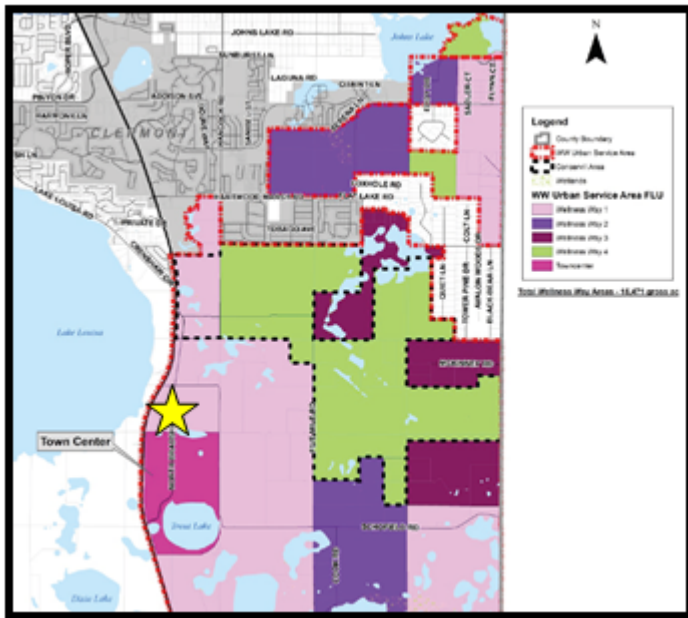
Public Safety: The City's long-range plan for facilities and services anticipates the expansion of the municipal boundary to this southern area, consistent with the boundaries of the JPA and ISBA agreements. The City has the resources to serve this area with Police and Fire services. The City is evaluating the timing and staging of additional needed services as the project and area develop over time.

Parks and Open Space: The area is currently used for rural/agricultural uses and has no deficiencies at this time. The Olympus project has an expansive open space system that will be evaluated during the consideration of the PUD zoning process to ensure compliance with the appropriate level of service standard.

The annexation request has companion applications for a Comprehensive Plan/Future Land Use amendment (to Master Planned Development FLU category) as well as a rezoning application to PUD. All three of these applications will be presented to the City of Clermont on schedules to comply with the various procedural requirements of the State of Florida and the City. The final hearings for Annexation, FLU and PUD are projected to be considered for final adoption by the City Council in December of 2018.

Recommendation

The proposed annexation is consistent with the City's plans for municipal expansion south to include portions of the unincorporated Lake County Wellness Way area by which the City of Clermont is the utility service provider. The City has master planned this area for utility infrastructure and is able to serve the subject property with utility service. Therefore, staff recommends approval of the annexation.



Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2018-35 - Project Olympus ANN	2018-35 - Project Olympus ANN.doc
2.	Olympus Maps	Olympus Maps.pdf
3.	Wellness Way Comp Plan LC	Wellness Way Comp Plan LC.pdf
4.	Wellness Way Road Network	Wellness Way Road Network.pdf
5.	ALTA Survey	ALTA Survey.pdf
6.	Olympus ANN Application	Olympus ANN Application.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-35

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

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water, Wastewater, and Reuse for the subject property, dated October 9, 2018; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

ALL OF TRACTS 47, 48, 50, 51, 52, 53, 59, 60, 61, 62, AND 63 ALSO A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 49, 54, 55, 58 AND 64 ALSO A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND ALL OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 47 ALSO THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 52 AND 61 OF MONTE VISTA PARK FARMS PER THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALL LYING IN SECTIONS 21 AND 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF US HIGHWAY 27 AND SOUTH AND WEST OF SCHOFIELD ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



CITY OF CLERMONT
ORDINANCE NO. 2018-35

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'49"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF THE PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'05"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 964.85 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 30°11'24", A CHORD BEARING OF N44°48'11"W AND A CHORD DISTANCE OF 46.88 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.42 FEET TO THE END OF SAID CURVE; THENCE N89°42'25"W, A DISTANCE OF 1580.52 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A



CITY OF CLERMONT
ORDINANCE NO. 2018-35

CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 334.57 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1376.98 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°18'09"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2648.82 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 21; THENCE N89°14'49"E ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 247.37 ACRES MORE OR LESS.

Portions of Alternate Keys 1594600 & 1462436



CITY OF CLERMONT
ORDINANCE NO. 2018-35

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

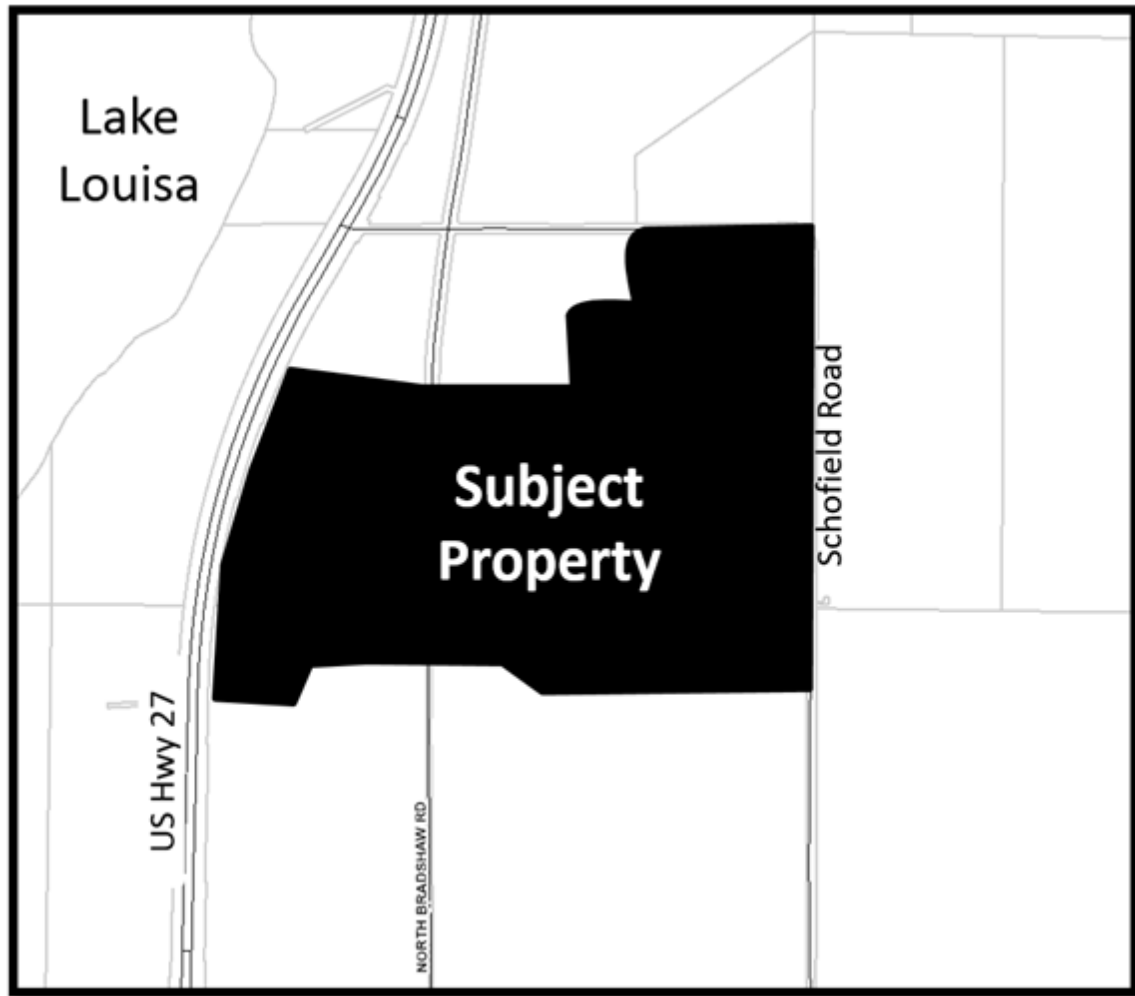
SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of December, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

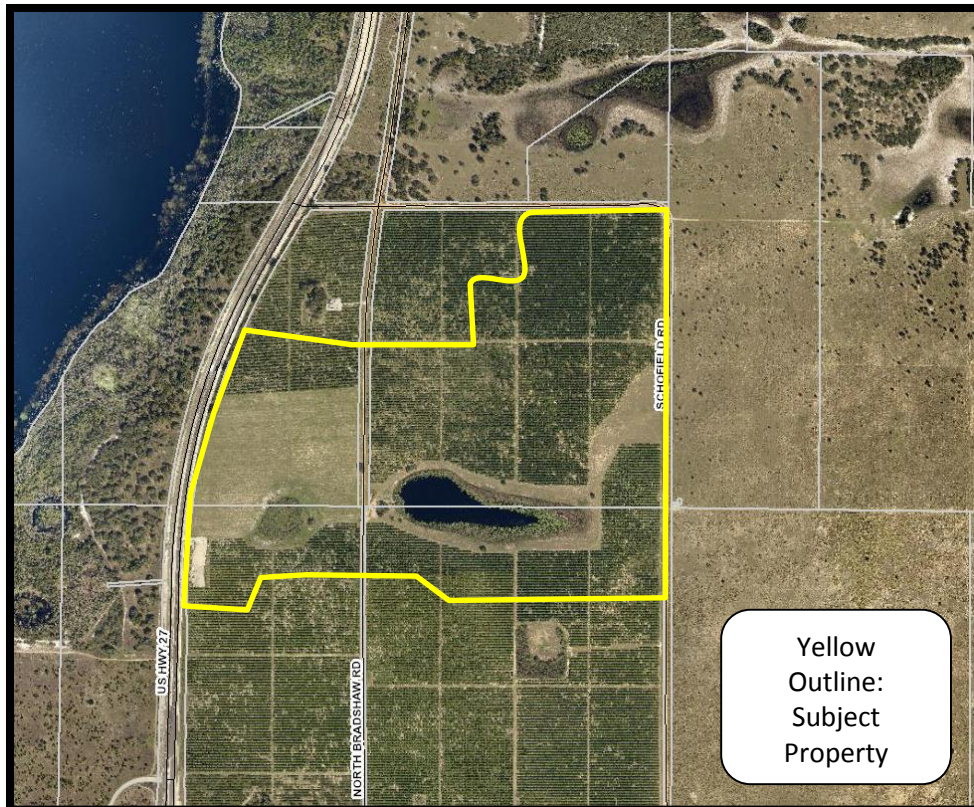
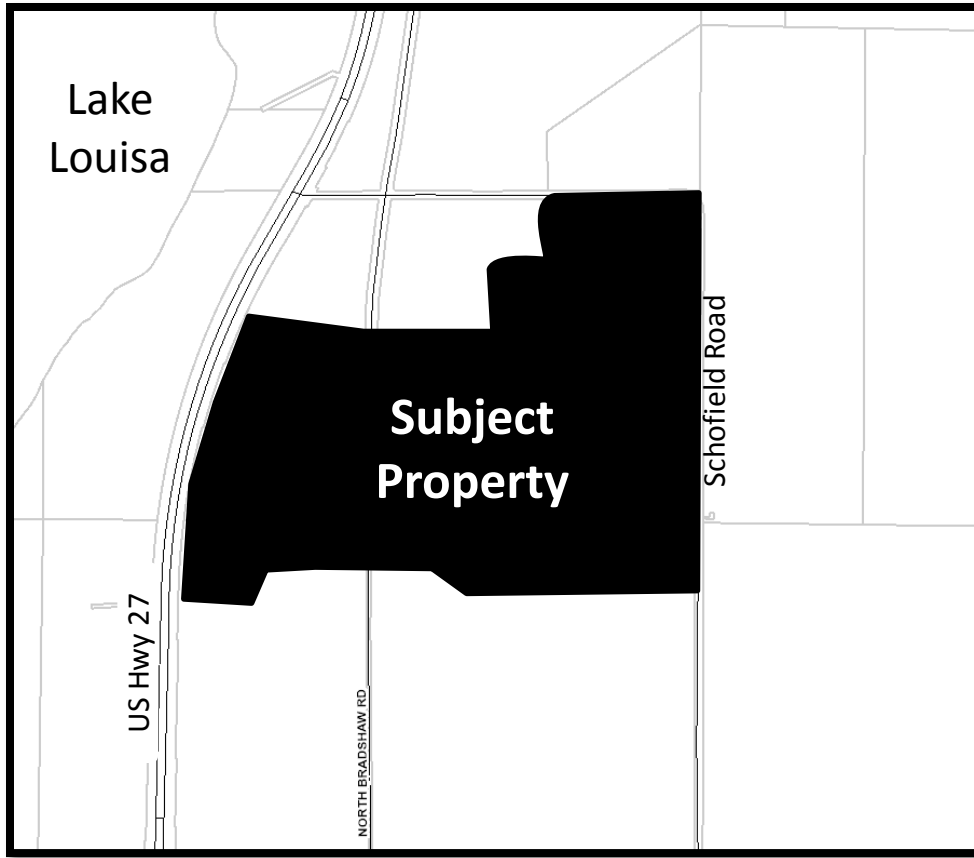
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

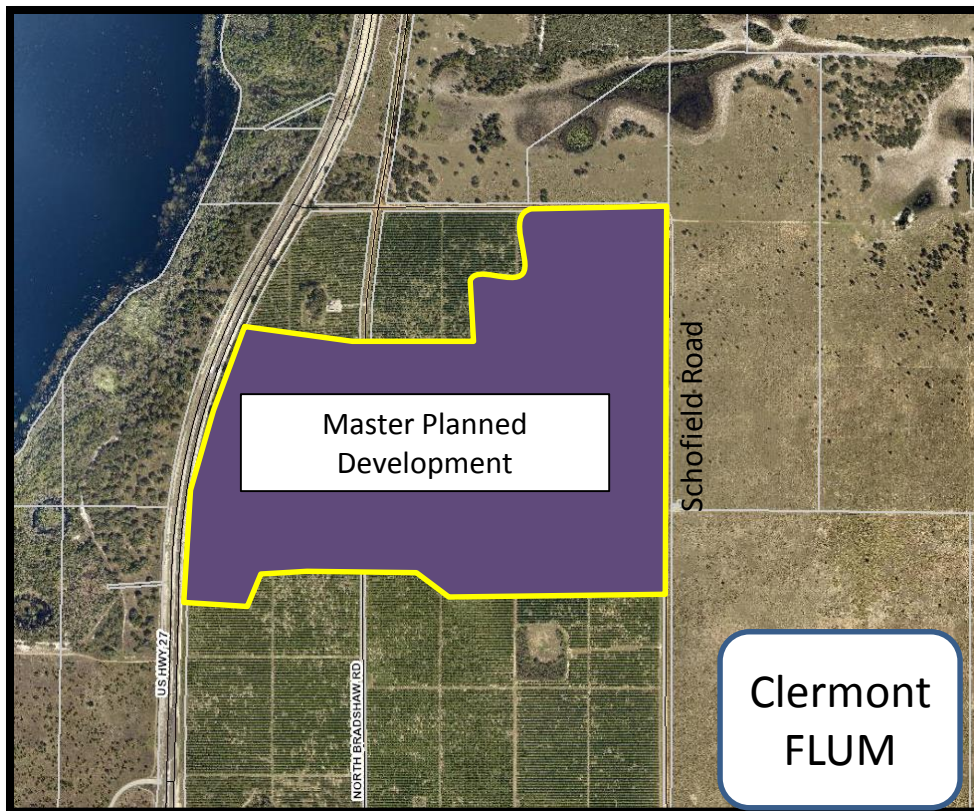
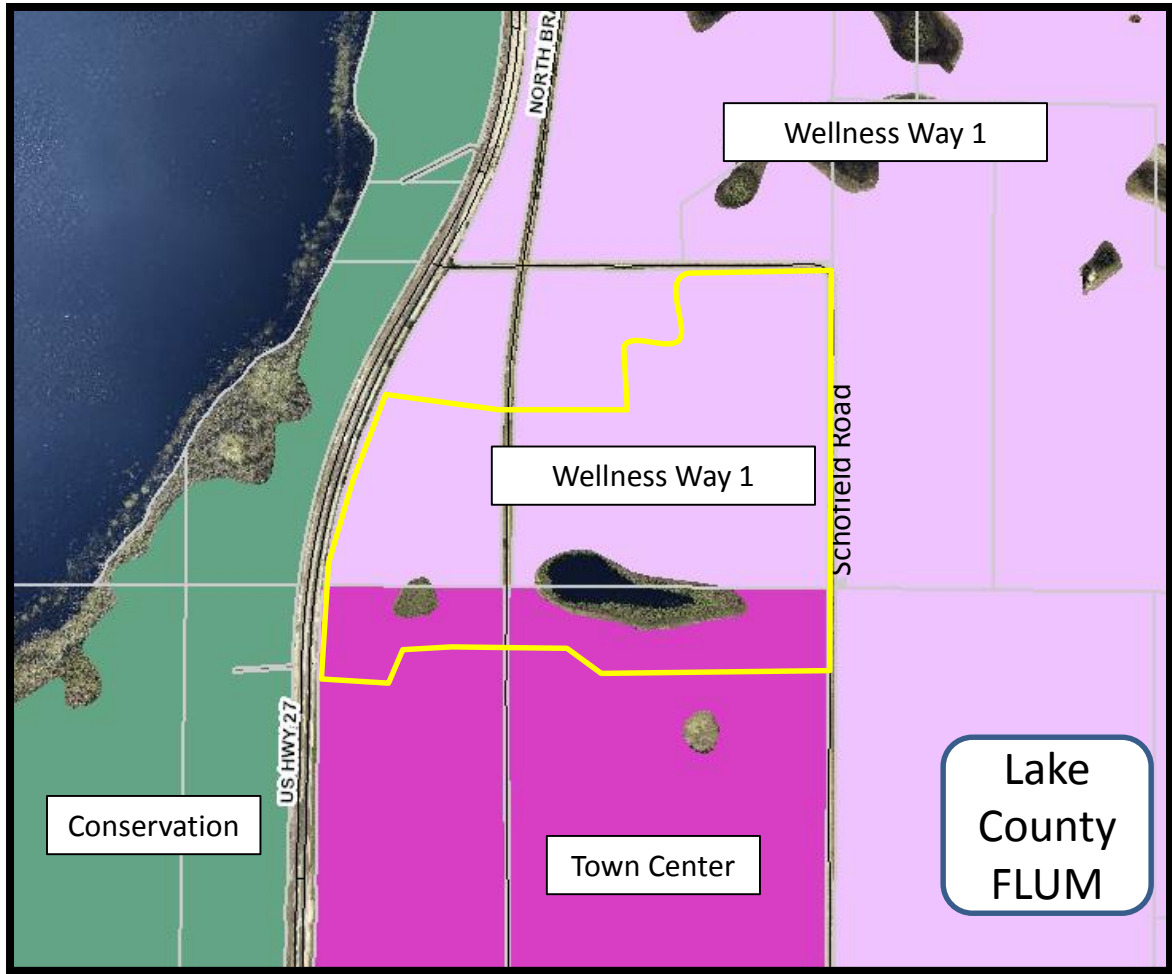
Approved as to form and legality:

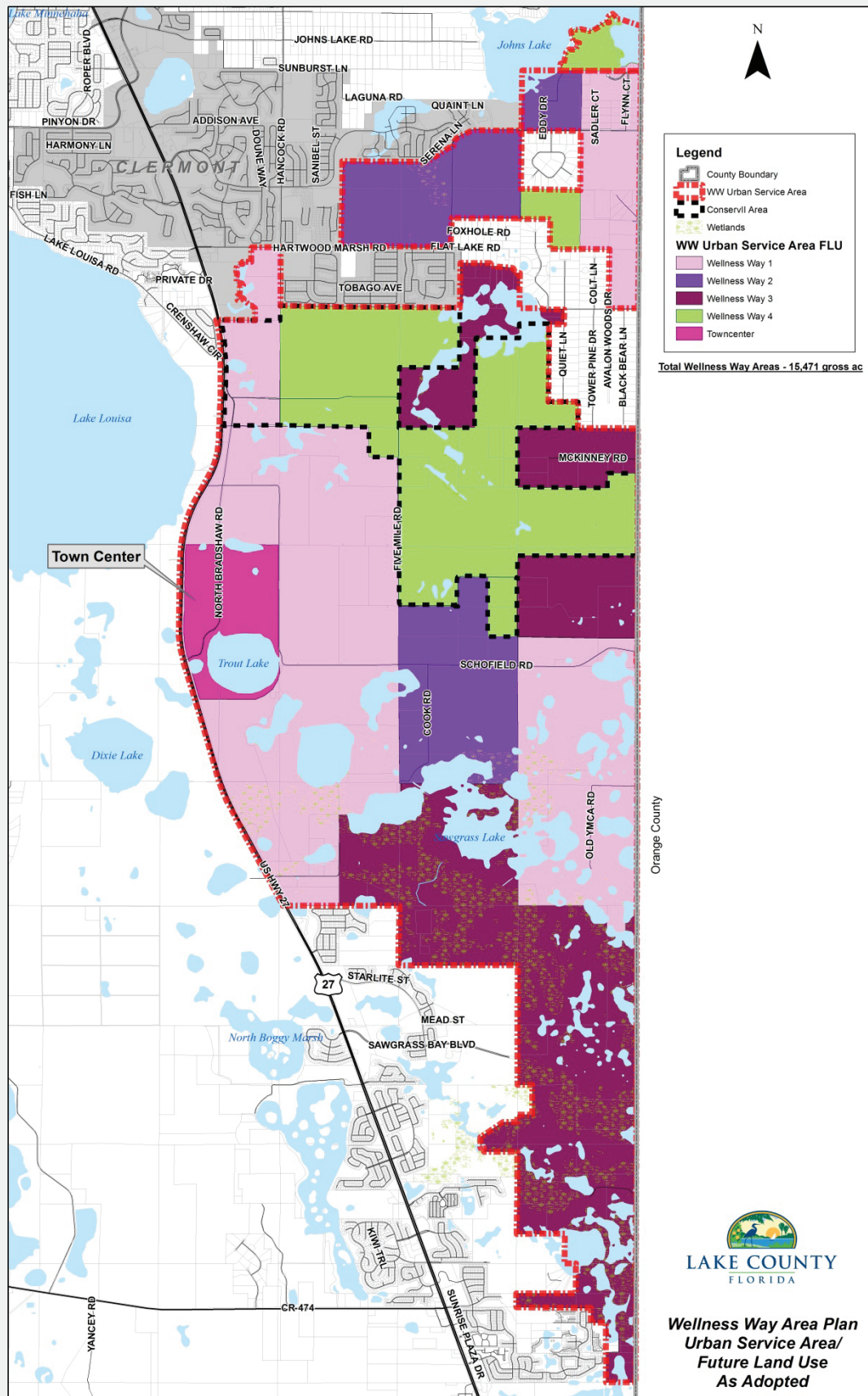
Daniel F. Mantzaris, City Attorney

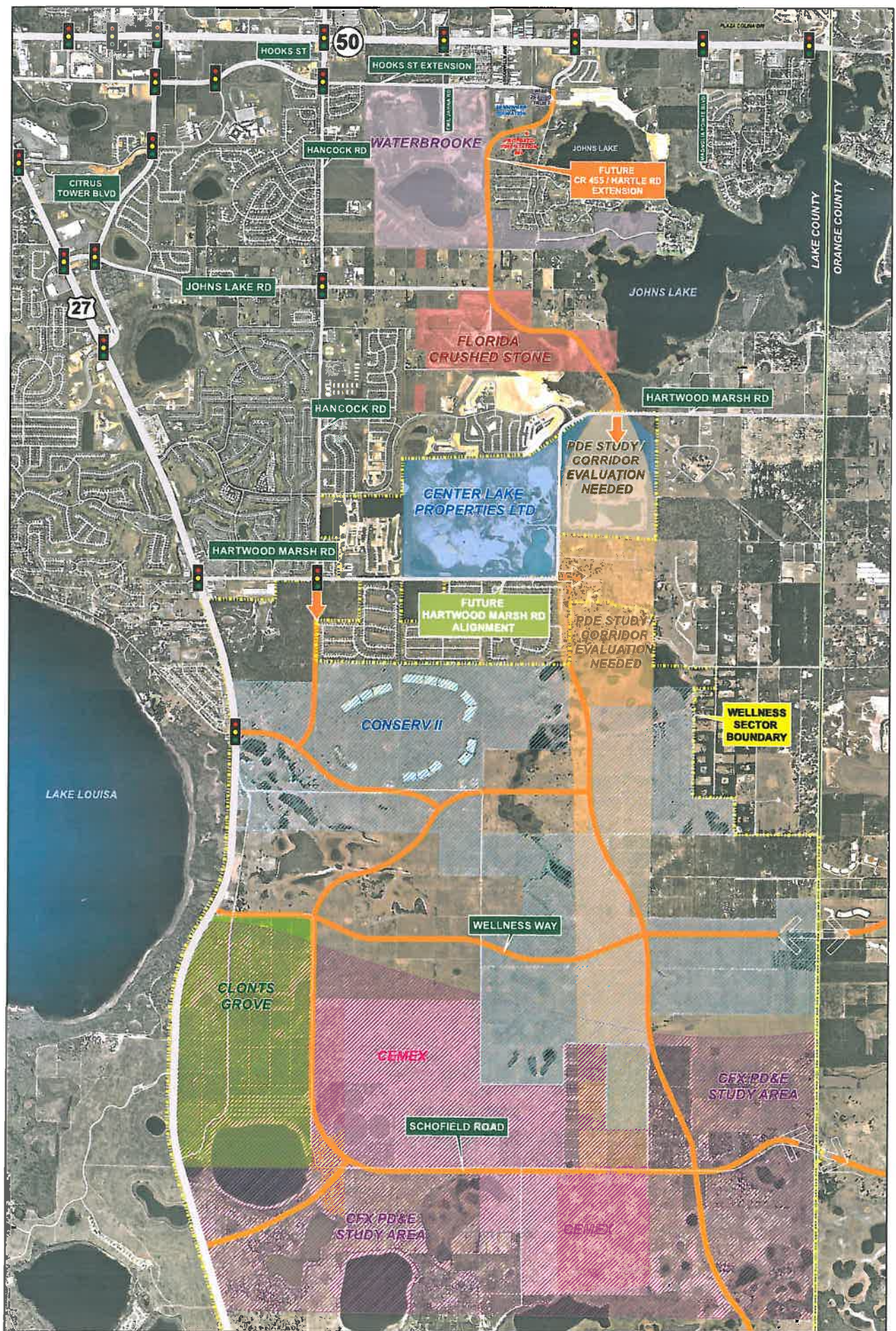
Exhibit - Location Map –Olympus



Future Land Use Map–Olympus







Wellness Way Area Plan

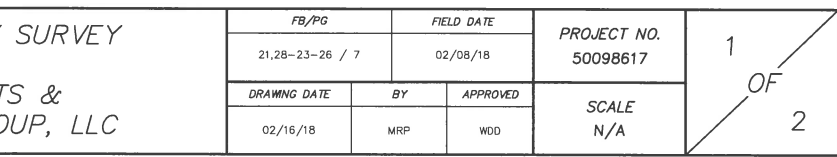
- Future Roads
- PDE Study/Corridor Evaluation Needed
- Wellness Sector Boundary

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R E V I S I O N S			
DATE	DRAWN	REVISION	CKD
4/18		ADDRESS AKERMAN COMMENTS	WDD

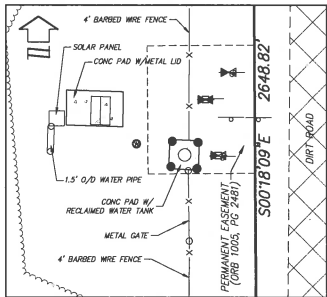
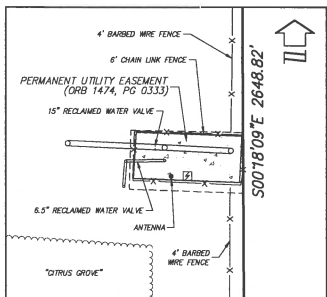
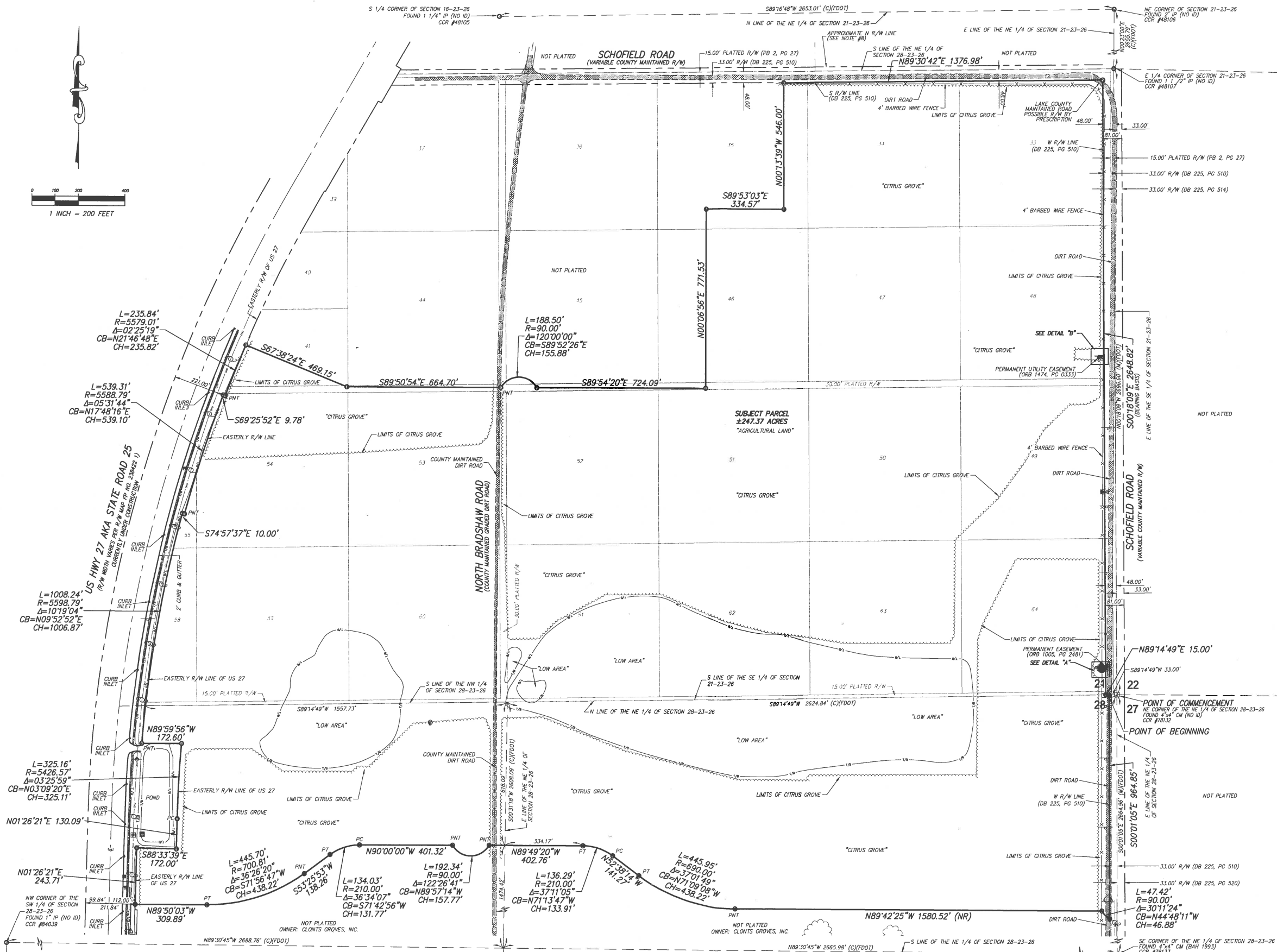
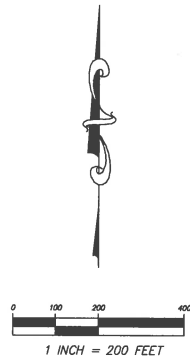
 **Dewberry**
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORITY: 10-0044

CONTAINING: 247.37 ACRES MORE OR LESS.



LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC



Drawing name: S:\Clonts Property\DWG-Civil 3D\Olympus_surbdy.dwg Sheet 2 Apr 10, 2018 7:46am by: wsmadist

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	03/14/18		ADDRESS AKERMAN COMMENTS	WDD

**Dewberry**

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC

FB/PG		FIELD DATE		PROJECT NO. 50098617	2 OF 2
21,28-23-26 / 7		02/08/18			
DRAWING DATE	BY	APPROVED	SCALE 1" = 200'		
02/16/18	MRP	WDD			



Annex 1809-0001

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

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

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

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

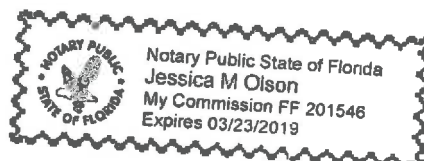
IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 10th day of July, 2018.

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

Mike Cuff - Pres.
Landowner (Petitioner)

Date 7/9/18

Jessica M. Olson
Notary Public
3/23/2019
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 7-10-2018

Before me, the undersigned authority personally appeared W. Rex Clonts Jr., President of Clonts Groves, Inc. (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Municipal Services & Utilities
Comprehensive Plan Amendment & PUD
3. That said authority (owner) has appointed (agent's name) Dan O'Keefe and/or Brian Wheeler to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

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

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

X W. Rex Clonts Jr. - Pres.
Owner (signature)

X [Signature]
Agent's (signature)

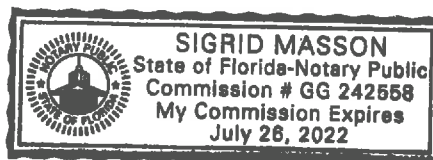
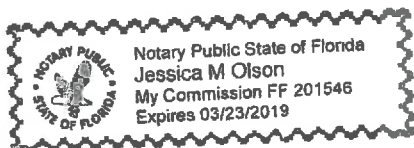
Sworn to and subscribed before me this 10th day of July, 2018.

Jessica M. Olson
Notary Public, State of FL
My commission expires: 3/23/2019

Sworn to and subscribed before me this 4th day of September, 2018.

Sigrid Masson
Notary Public, State of FL
My commission expires: 7/26/2022

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





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 23, 2018

Agenda Item Name

Ordinance No. 2018-34 *Transmittal*
Olympus

Requested Action

Recommend introduction and transmittal of Ordinance 2018-34.

Staff Report

Background

The applicant, Olympus Sports and Entertainment (OSE) has requested an amendment to the Future Land Use Map of the City of Clermont Comprehensive Plan. The City of Clermont Comprehensive Plan is a state required document that defines the City of Clermont long-range intentions regarding the nature and direction of future development.

This amendment application is associated with an annexation and an initial zoning application that have been filed with the City. Due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan, this application is being presented to the P & Z Commission (PZC) to allow for transmittal to DEO to review and render its comments prior to a public hearing on the zoning application. The initial zoning request to Planned Unit Development (PUD) is tentatively scheduled to be heard by the PZC on November 6, 2018.

Request

The applicant is requesting the City to designate the property with a future land use category as Master Planned Development (MPD). The subject site is 247.37 gross acres in size. The current Future Land Use designation in unincorporated Lake County is Wellness Way Area Plan Town Center and Wellness Way Area Plan 1. The Wellness Way Area Plan allows for the following land use intensities:

Future Land Use Category Summary Table Maximum Density Allocation Table

Future Land Use Categories	Minimum Density/Net Buildable Acre	Maximum Density/Net Buildable Acre	Minimum Average FAR	Maximum Average FAR
Town Center	6.00 (d.u)	25.00 (d.u)	0.30	2.00
Wellness Way 1	3.00 (d.u)	20.00 (d.u)	0.25	2.00
Wellness Way 2	2.50 (d.u)	15.00 (d.u)	0.20	2.00
Wellness Way 3	2.00 (d.u)	10.00 (d.u)	0.15	2.00
Wellness Way 4	0.00	0.00	N/A	N/A

The following City of Clermont Comprehensive Plan policy describes the intent of the Master Planned Development Category:

Policy 1.7.2: Planned Development.

The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development. The residential density and Floor Area Ratio (FAR) caps in the Master Planned Development FLU category are consistent with the Wellness Way Area Plan designations.

Property Information

The subject property is composed of 247.37 gross acres and located mostly within the City of Clermont Utility Service Area. The property is currently located within the Lake County Wellness Way Area Plan. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) Agreements with Lake County.

The Applicant envisions a project that incorporates residential, commercial, office, sports & performance venues, open space and civic uses.

Current Property Use

At present, the subject property is a non-active orange grove, which has succumbed to citrus greening.

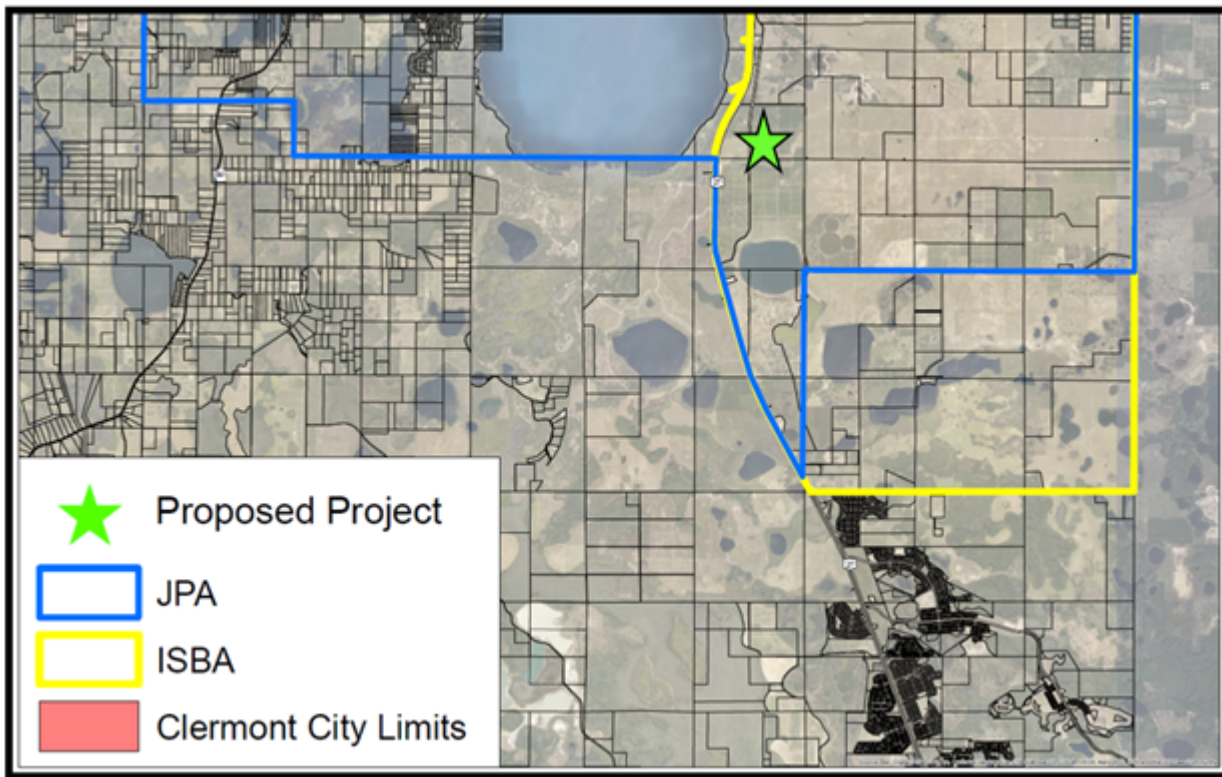




Analysis

The City of Clermont is the utility service provider for the subject property. The city has envisioned this area as next generation employment opportunities. The economic objective of this area is employment. Olympus is able to activate significant employment and economic opportunity for the City, region and state. Over 5,600 jobs in targeted sectors will be created. In their Economic and Fiscal Impact studies, Olympus is described as a world-class destination for Olympic and professional sports training and events activating over 5,600 jobs and \$1.4 billion in taxable value.

The applicant's request for a Comprehensive Plan Amendment to Master Planned Development FLU category provides for the long range designation for the use of the property and is not the detailed development approval. The future land use designation establishes the future character and urban form of the city in this area. This future land use application has a companion rezoning application, which will join after the State of Florida Economic Opportunity provides their review and comment.



State law requires the City to perform a public facilities evaluation for Comprehensive Plan Amendments that would increase the allowable density or intensity of a property. The Lake County future land use designation would permit intensities similar to the City of Clermont Master Plan land use. However, City staff has reviewed the ability to provide public services to ensure adequate services associated with the annexation.

Transportation: The subject property lying within the Wellness Way Area has an identified transportation network by Lake County. Currently, Lake County and the City of Clermont are participating in a Central Florida Expressway Authority (CFX) PD & E study on the corridor between US27 and SR429. It is anticipated that this project would result in a limited access toll facility owned and operated by CFX. The results of the PD & E are anticipated to be presented to the CFX Board in early 2019.

In addition to the CFX PD & E study, a Transportation Impact Analysis is currently underway by the applicant to identify the framework roadway network to support the Olympus project. The network to be studied includes Hancock Rd, Wellness Way Parkway and CR455. The findings of this study will be used to craft appropriate conditions for the PUD zoning application.

School Capacity: Olympus Sports and Entertainment has applied for Concurrency with the Lake County School Board for the proposed residential component of the project. The findings of that analysis will govern the development of the project.

Utilities: There is sufficient Potable Water and Wastewater treatment capacity in the City's facilities to support the proposed Olympus project. Negotiations are underway for the design, financing and construction of the required transmission and collection systems needed to service the project.

Public Safety: The City's long-range plan for facilities and services anticipates the expansion of the municipal

boundary to this southern area, consistent with the boundaries of the JPA and ISBA agreements. The City has the resources to serve this area with Police and Fire services. The City is evaluating the timing and staging of additional needed services as the project and area develop over time.

Parks and Open Space: The area is currently used for rural/agricultural uses and has no deficiencies at this time. The Olympus project has an expansive open space system that will be evaluated during the consideration of the PUD zoning process to ensure compliance with the appropriate level of service standard.

Staff Recommendation

Since the project is located within the City's JPA and ISBA boundary and the City can provide adequate public facilities and services, it is logical to support this future land use amendment along with the associated annexation request. The project incorporates residential, commercial, office, sports & performance venues, open space and civic uses. With this mix of uses, the most appropriate Future Land Use category is the City's Master Planned Development (MPD) designation. Staff recommends approval of the transmittal of Ordinance 2018-34 for the large-scale comprehensive plan amendment to change the future land use from Lake County Wellness Way-1 and Town Center to the City's Master Planned Development.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Olympus CPA ORD 2018-34	Olympus CPA ORD 2018-34.doc
2.	CPA Application	CPA Application.pdf
3.	Olympus Maps	Olympus Maps.pdf
4.	Wellness Way Road Network	Wellness Way Road Network.pdf
5.	Wellness Way Comp Plan LC	Wellness Way Comp Plan LC.pdf
6.	ALTA Survey	ALTA Survey.pdf
7.	CPA Legal Ad	CPA Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE 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 LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

ALL OF TRACTS 47, 48, 50, 51, 52, 53, 59, 60, 61, 62, AND 63 ALSO A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 49, 54, 55, 58 AND 64 ALSO A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND ALL OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 47 ALSO THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 52 AND 61 OF MONTE VISTA PARK FARMS PER THE PLAT



CITY OF CLERMONT
ORDINANCE NO. 2018-34

THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALL LYING IN SECTIONS 21 AND 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF US HIGHWAY 27 AND SOUTH AND WEST OF SCHOFIELD ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'49"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF THE PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'05"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 964.85 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 30°11'24", A CHORD BEARING OF N44°48'11"W AND A CHORD DISTANCE OF 46.88 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.42 FEET TO THE END OF SAID CURVE; THENCE N89°42'25"W, A DISTANCE OF 1580.52 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE



CITY OF CLERMONT
ORDINANCE NO. 2018-34

N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 334.57 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1376.98 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°18'09"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2648.82 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4



CITY OF CLERMONT
ORDINANCE NO. 2018-34

OF AFORESAID SECTION 21; THENCE N89°14'49"E ALONG SAID SOUTH LINE,
A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 247.37 ACRES MORE OR LESS.

Portions of Alternate Keys 1594600 & 1462436

CHANGE IN FUTURE LAND USE CLASSIFICATION

From Lake County: Wellness Way-1 and Town Center
To City of Clermont: Master Planned Development

SECTION 2.

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

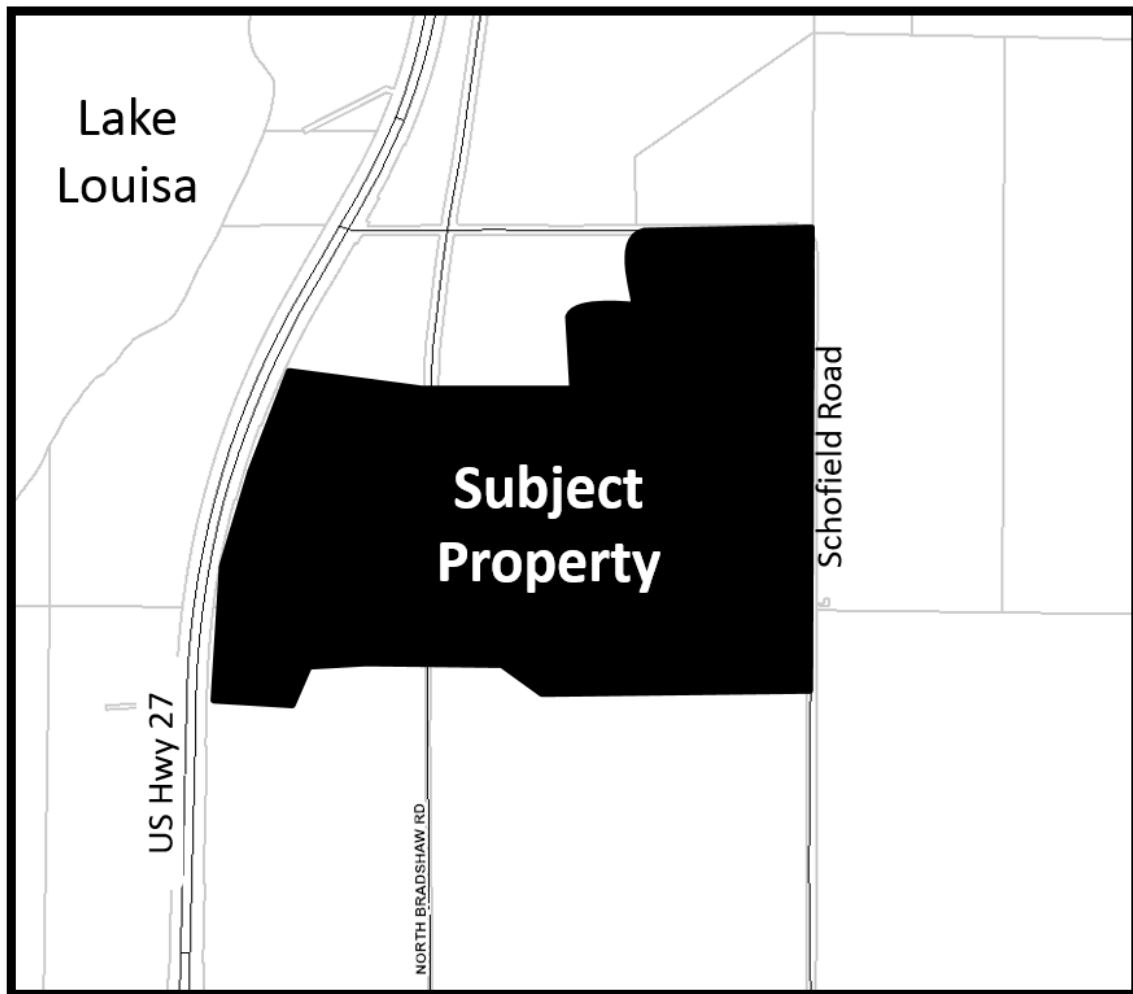
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-34

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of December, 2018.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Comp 1809-0001

CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 08/30/2018

FEE: \$2,325

Project Name (if applicable): OLYMPUS CLERMONT

Applicant: OLYMPUS SPORTS & ENTERTAINMENT

Contact Person: G. BRIAN WHEELER RLA

Address: 9822 TAPESTRY PARK CIRCLE SUITE 201

City: JACKSONVILLE State: FLORIDA Zip: 32246

Phone: 904-607-5005 Fax: N/A

E-Mail: BWHEELER@GGI-TAPESTRY.COM

OWNER: CLONTS GROVES INC c/o Cecelia Bonifay, Esq.

Address: 420 South Orange Avenue Suite 1200

City: Orlando State: FLORIDA Zip: 32801

Phone: 407-581-6205 Fax: 407-254-4230

E-Mail: cecilia.bonifay@akerman.com

General Location: US 27/ N. BRADSHAW Rd. & SCHOFIELD Rd.
East of Lake Louisa State Park

Legal Description (include copy of survey): Survey pdf file & Legal
word file provided

Property size (in acres or square feet): 247.37 ac.

Flood hazard area (yes) ☒ and approx. acreage 21.53 (no) ☐ contained

Existing (Actual) Land Use: orange grove on property

Existing Zoning: "A" AGRICULTURAL (Lake County)

Existing Future Land Use: WW-1 & TOWN CENTER (Lake County)

Proposed Future Land Use: MASTER PLANNED DEVELOPMENT

Type of development proposed: SPORTS VENUES, TRAINING, MEDICAL,
MIXED-USE VILLAGE, HOSPITALITY, RESIDENTIAL, PUBLIC USE



Proposed density (dwelling units/acre) or intensity: 4.4 du/ac 0.18 FAR

Proposed Zoning District: PLANNED UNIT DEVELOPMENT

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Subject Property was reviewed by DEO within the Wellness Way Area transmitted July 30, 2015 resulting in the Wellness Way Urban Service Area & Remedial Comprehensive Plan Amendment in Lake County. The Subject Property is within the established Joint Planning Area & Utility Service Boundary with Clermont.

Annexation of the Property into Clermont requires establishment of Future Land Use & Zoning. The requested FLU District & attendant PUD requirements provides equivalent development controls. Utility Service requirements have been determined.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

G. BRIAN WHEELER

_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from
WW1 / WW TOWN CENTER to MASTER PLANNED DEVELOPMENT for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

G. BRIAN WHEELER

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of August, 2018.



X Sigrid Masson
Notary Public, State of Florida at Large

My Commission Expires: _____



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

W. Rex Clonts Jr., President of Clonts Groves, Inc., who being

by me first duly sworn on oath, deposes and says:

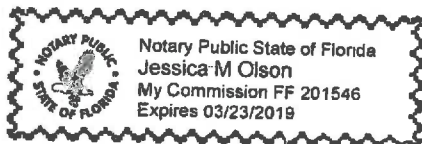
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Lake County Town Center to City of Clermont Master Planned Development for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Dan O'Keefe and/or Brian Wheeler to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

W. Rex Clonts Jr.
Affiant - Applicant Name (print)

X W. Rex Clonts Jr. - Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

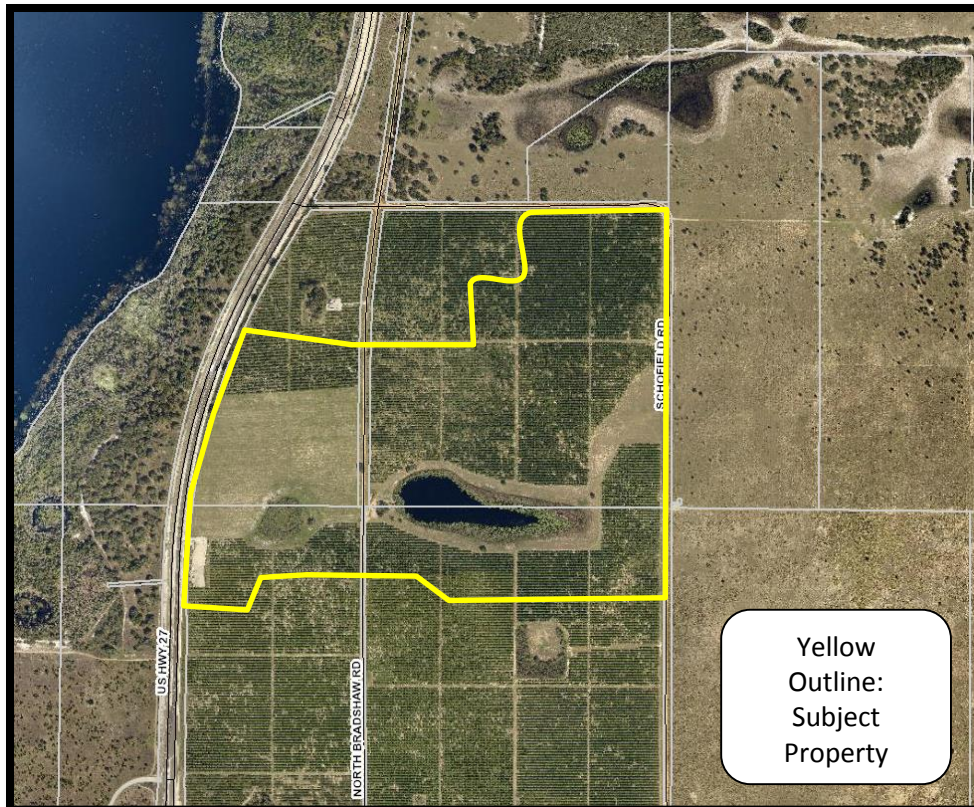
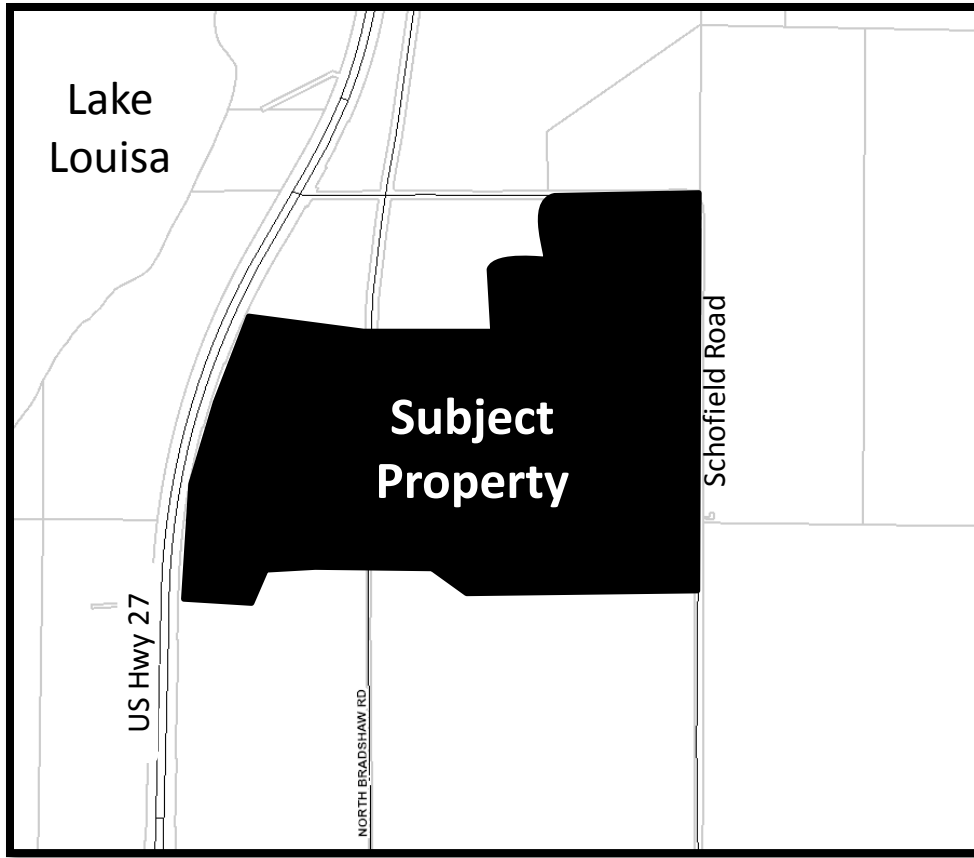
or personally known by me this 10th day of July, 2018.



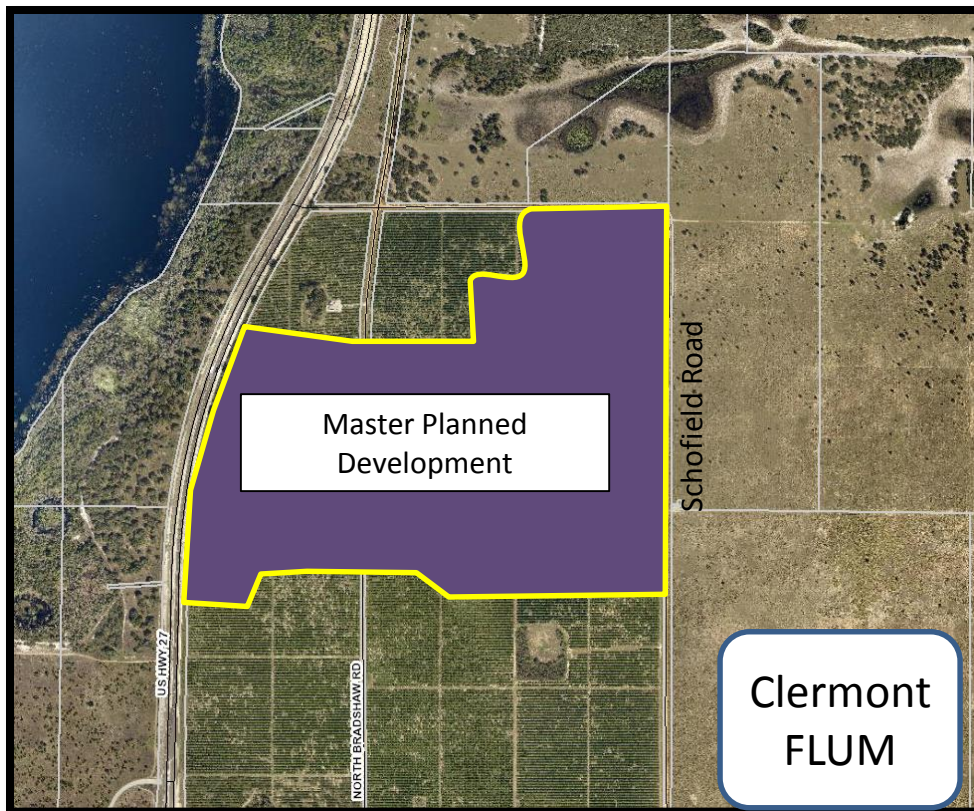
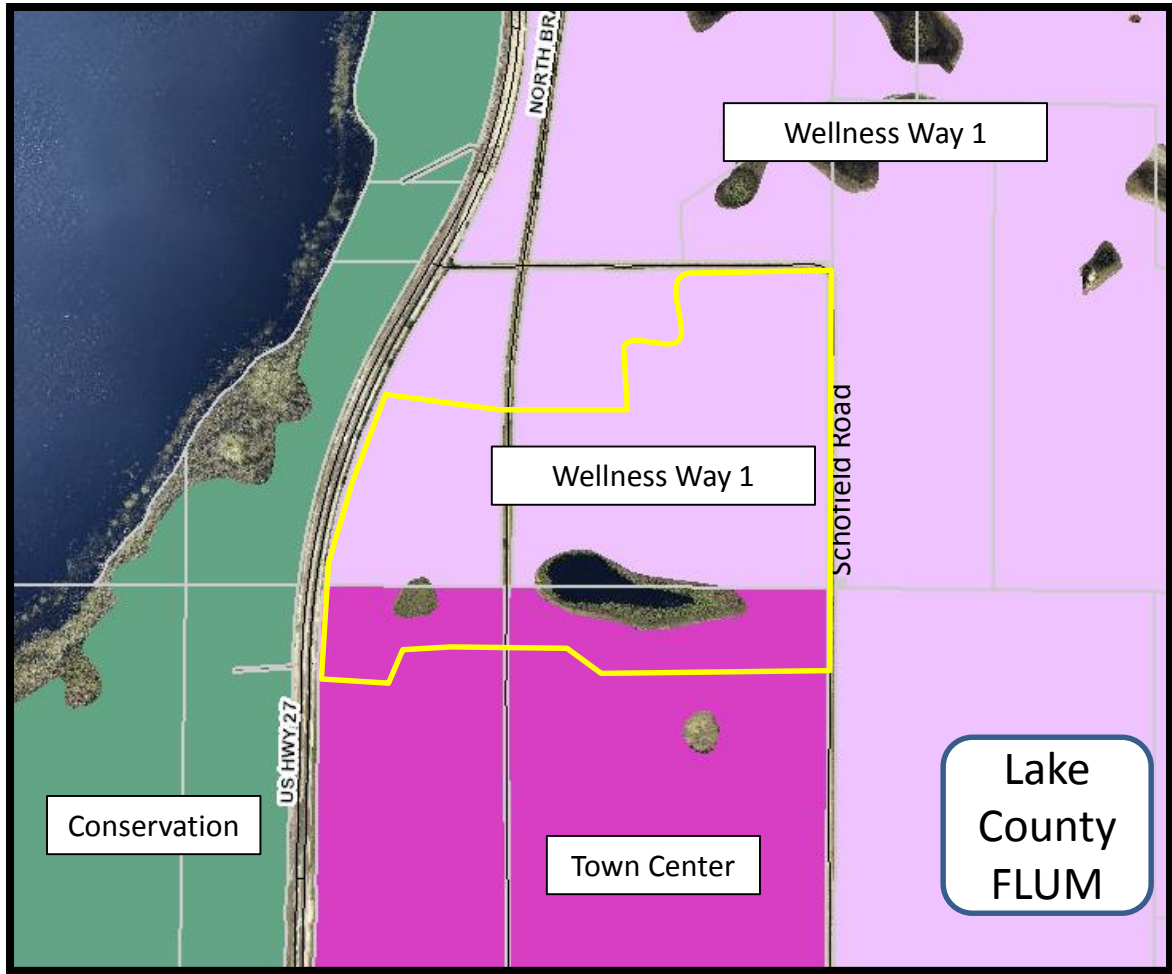
X Jessica M. Olson
Notary Public, State of Florida at Large

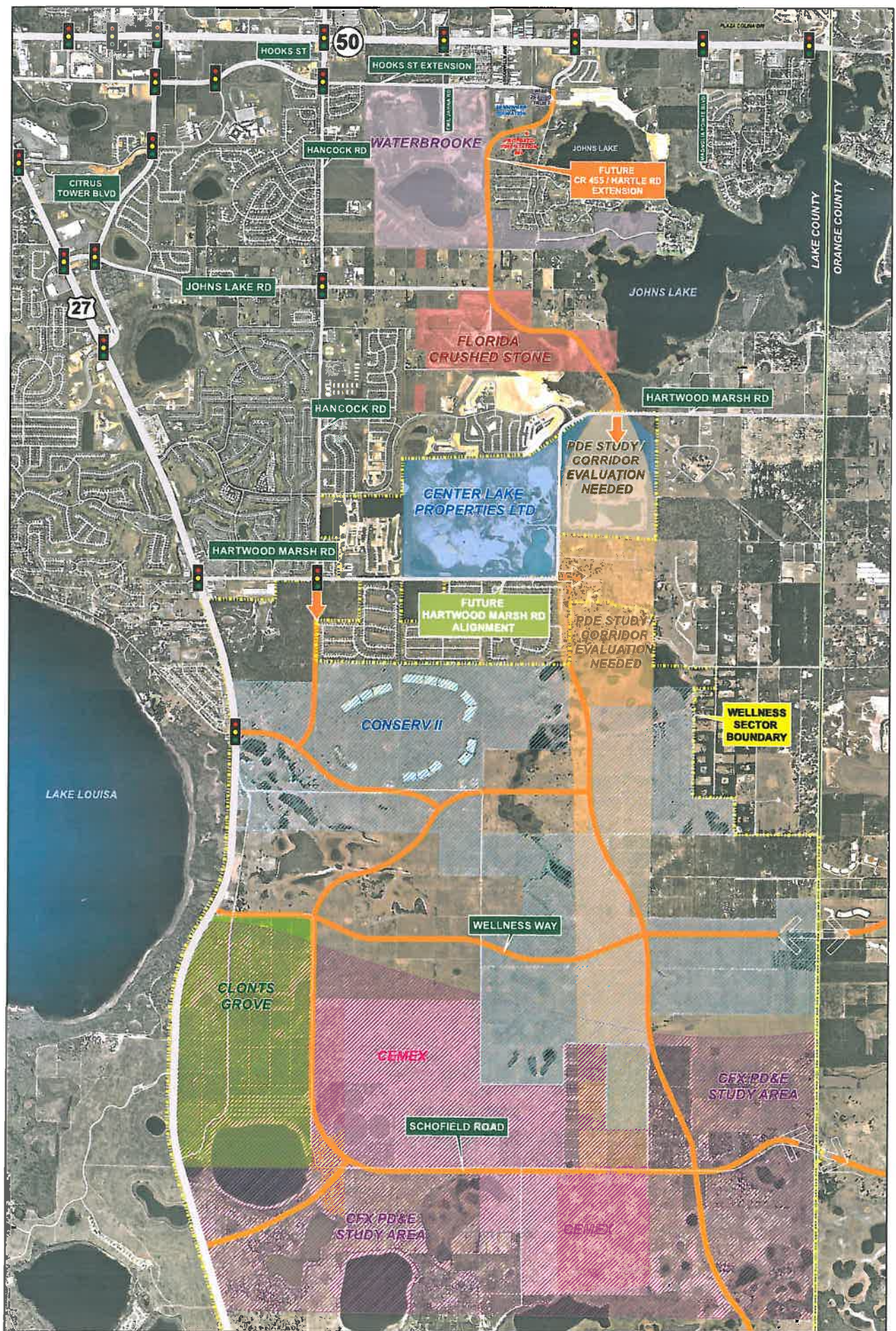
My Commission Expires: 3/23/2019

Exhibit - Location Map –Olympus



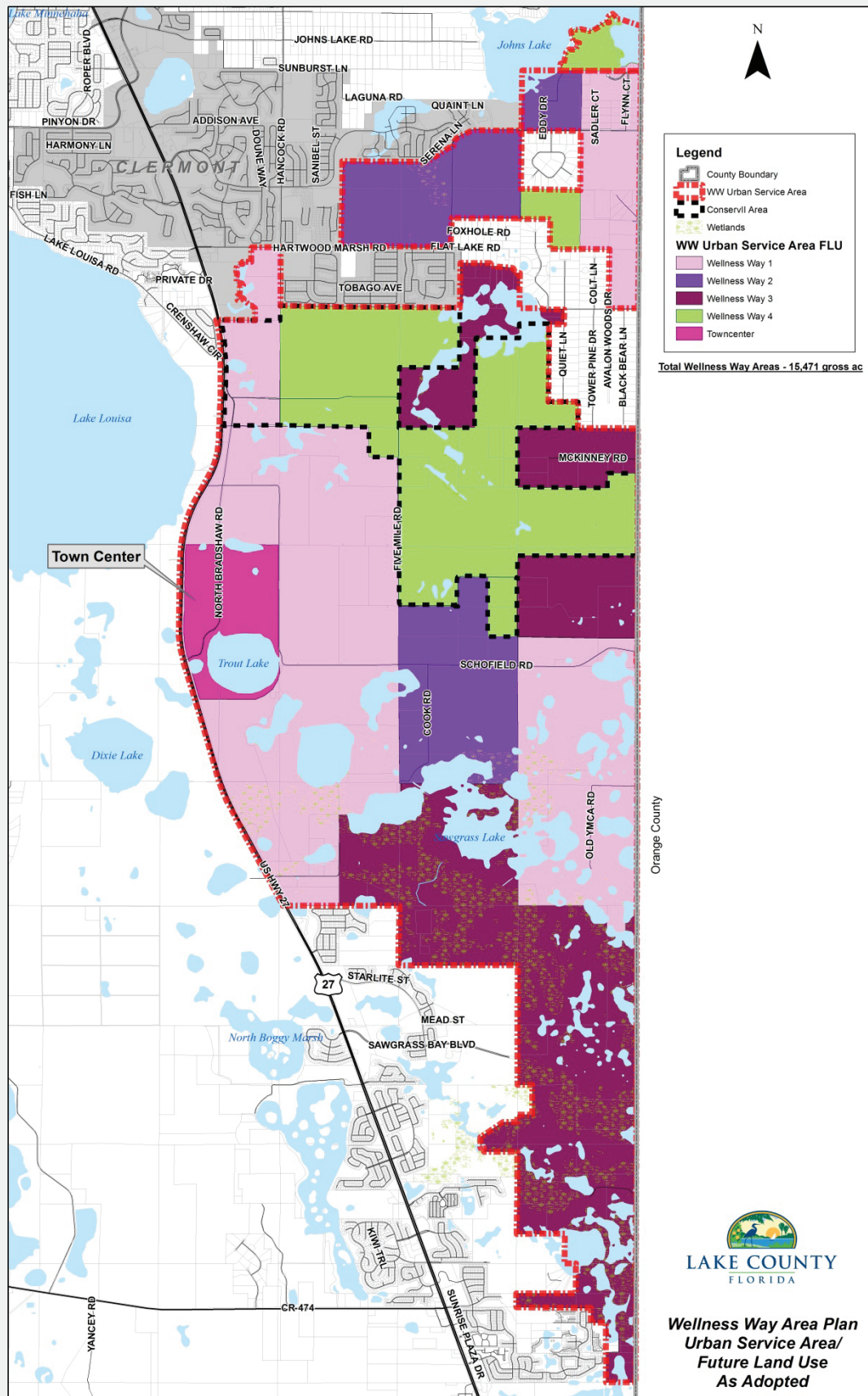
Future Land Use Map–Olympus





Wellness Way Area Plan

- Future Roads
- PDE Study/Corridor Evaluation Needed
- Wellness Sector Boundary



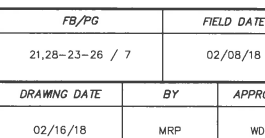
Drawing name: S:\Clonts Property\DWG-Civil 3D\Olympus_surbdry.dwg Sheet 1 Apr 10, 2018 1:02am by: wsamajot

REVISIONS			
DATE	DRAWN	REVISION	CHKD
4/18		ADDRESS AKERMAN COMMENTS	WDD

 **Dewberry**
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORITY: 0000011.D.0044

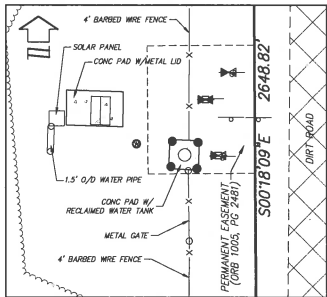
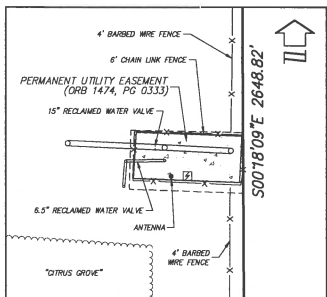
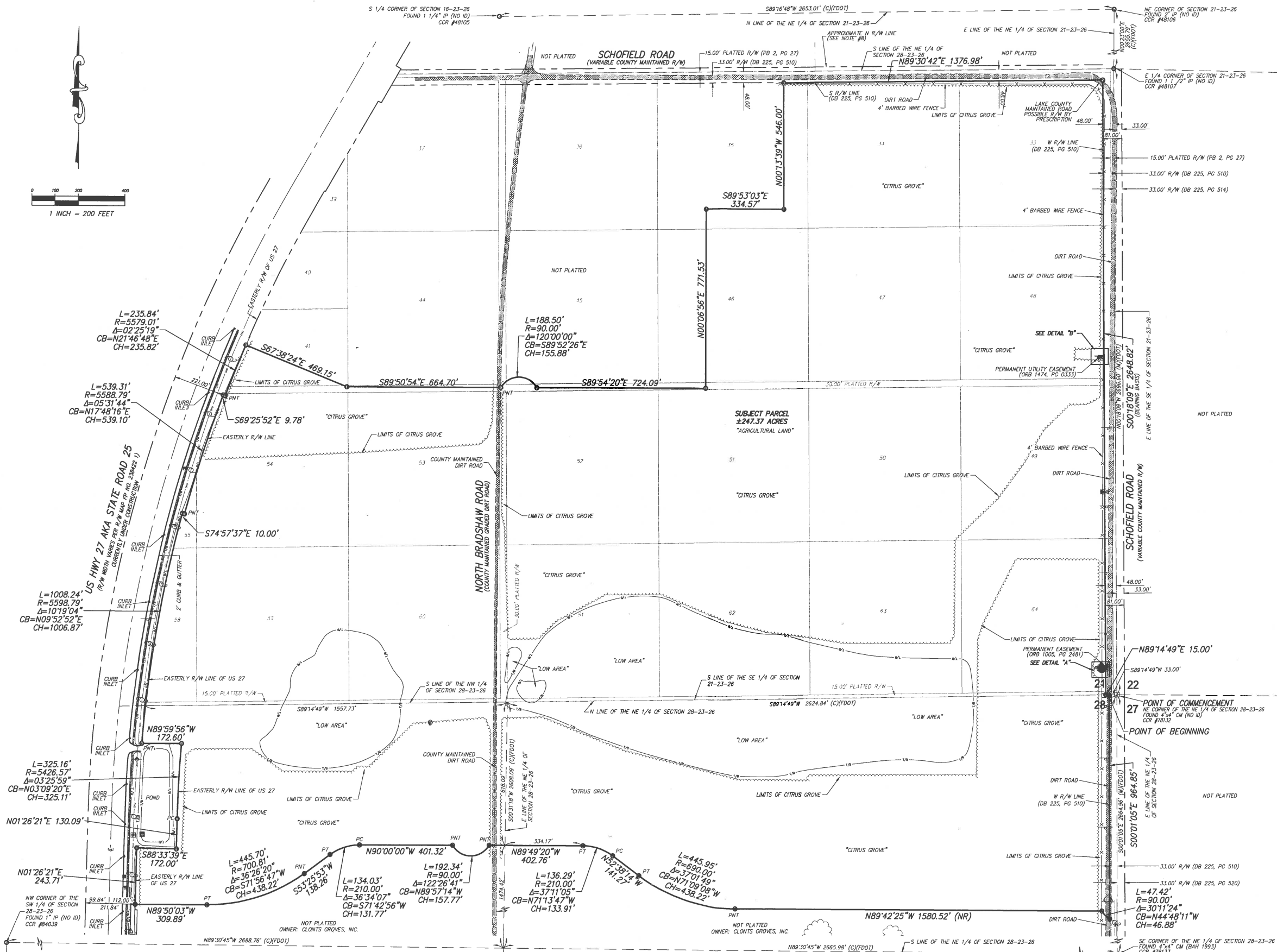
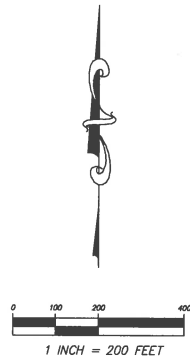
A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

CONTAINING: 247.37 ACRES MORE OR LESS.



PROJECT NO.
50098617

SCALE
N/A



Drawing name: S:\Clients\Property\Lake-Civil-3D\Olympus_sports.dwg Sheet 2 Apr 10, 2018 7:46am by: wsmadist

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	03/14/18		ADDRESS AKERMAN COMMENTS	WDD

**Dewberry**

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC

FB/PG		FIELD DATE		PROJECT NO. 50098617	2 OF 2
21,28-23-26 / 7		02/08/18			
DRAWING DATE	BY	APPROVED		SCALE 1" = 200'	
02/16/18	MRP	WDD			

CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2018-34

The City of Clermont will hold public hearings on Tuesday, October 2, 2018 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, October 9, 2018 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the property below from Lake County Wellness Way-1 and Town Center to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, December 11, 2018 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

1.5 miles south of the Lake Louisa Road and US Hwy 27 intersection
East of US Hwy 27 and west of Schofield Road
Approx. 247.37 +/- Acres
Portions of Alternate Keys 1594600 & 1462436

Ordinance NO.2018-34:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-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 large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

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

Tracy Ackroyd Howe, MMC
City Clerk

D045904 - September 22 & November 27, 2018

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D045904 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X11
PUBLICATION: LF-DAILY COMMERCIAL

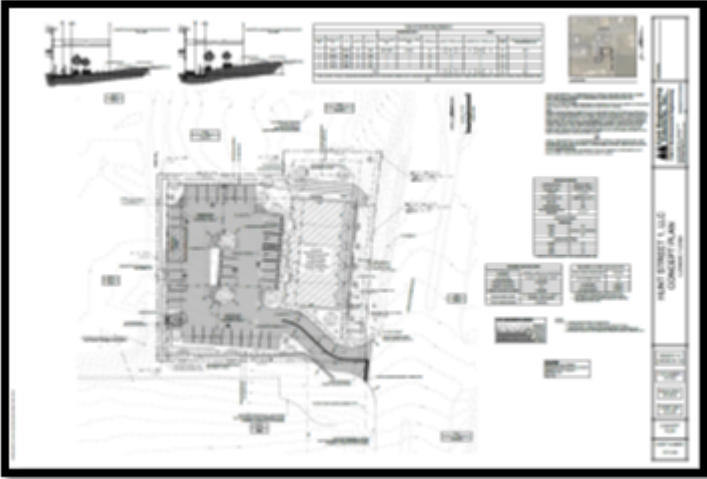
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 23, 2018	
Agenda Item Name	
Resolution No. 2018-41R <i>Hunt Street</i>	
Requested Action	
Recommend approval of Resolution No. 2018-41R.	
Staff Report	
The applicant is requesting a Conditional Use Permit to allow for a mixed use commercial office building over 5,000 square feet in the C-1 Light Commercial zoning district. The Land Development Code, Section 122-201 (a)(1) requires a Conditional Use permit for any structure over 5,000 square feet. The applicant's proposal is for a 11,333 square foot mixed use commercial development with office and retail uses. The subject parcels combined are approximately 1.04 +/- acres with a Future Land Use designation of Commercial. Currently there are two existing buildings on site that will be removed to allow room for the new development.  The site is located on the south side of Highway 50 and on the west side of Citrus Tower Boulevard. The project as submitted will provide a full access point off Citrus Tower Boulevard. The applicant has submitted and received from the Lake-Sumter MPO an exemption from doing a full Tier 1 Traffic Impact Analysis, based on the land use change that is estimated to generate approximately 279 daily trips and 29 PM peak hour trips. The development concept plan as submitted will not require any variances to the Land Development Code. The project is consistent and compatible with the surrounding area. The development of the site will require compliance with the Land Development Code and Clermont Architectural Standards. When evaluating a request for a Conditional Use Permit, Section 86-144 of the Land Development Code requires specific development standards be met. Staff has reviewed the CUP application as submitted and finds the proposed use does meet the general criteria and will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity. The commercial development will not be out of character with the surrounding properties and will be in harmony with the general intent of the Land Development Code. The proposed development is consistent with the goals, objectives and policies of the Clermont Comprehensive Plan. Staff	

recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2018-41R.

The Planning and Zoning Commission at the meeting held on October 2, 2018, voted 5-1 to recommend approval of Resolution No. 2018-41R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | Final CUP RES 2018-41R Hunt Street Commercial | Final CUP RES 2018-41R Hunt Street Commercial.pdf |
| 2. | Location Map | Location Map.pdf |
| 3. | Zoning Map | Zoning Map.pdf |
| 4. | 5 - Hunt Street 1 Concept Plan with LS 18-9-5 | 5 - Hunt Street 1 Concept Plan with LS 18-9-5.pdf |
| 5. | 6 - Bld Elevation studies concepts 9-6-18 | 6 - Bld Elevation studies concepts 9-6-18.pdf |
| 6. | LSMPO Comments_Hunt Street Commercial_9-17-18 | LSMPO Comments_Hunt Street Commercial_9-17-18.pdf |
| 7. | 1 - CUP Application Hunt Street 1 | 1 - CUP Application Hunt Street 1.PDF |
| 8. | LEGAL AD | CUP HUNT STREET.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A STRUCTURE OCCUPYING MORE THAN 5,000 SQUARE FEET OF FLOOR SPACE IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 2, 2018 recommended approval of the Conditional Use Permit to allow a mixed use commercial building occupying more than 5,000 square feet of floor space in the C-1 Light Commercial zoning district, at the following location:

LOCATION:

13620 & 13630 Hunt Street, Clermont, FL
Alternate Key: 1684111 and 1684129

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

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

This application for a Conditional Use Permit to allow a mixed use commercial building occupying more than 5,000 square feet of floor space in the C-1 Light 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 expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met and all impact fees have been paid per City standards.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by Resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
9. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2. Land Use

1. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Civil Engineering Solution, Inc. dated July 18, 2018 (Exhibit A). Any new development on the subject property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
2. The Conditional Use Permit is to allow construction of an 11,333 square feet mixed use commercial office building in the C-1 Light Commercial zoning district.
3. The site may also be used for any permitted use in the C-1 Light Commercial zoning district as indicated in the Land Development Code, Section 122-203.
4. The site shall be developed according to the City of Clermont Land Development Codes and all building must comply with the City of Clermont Architectural Design Standards.

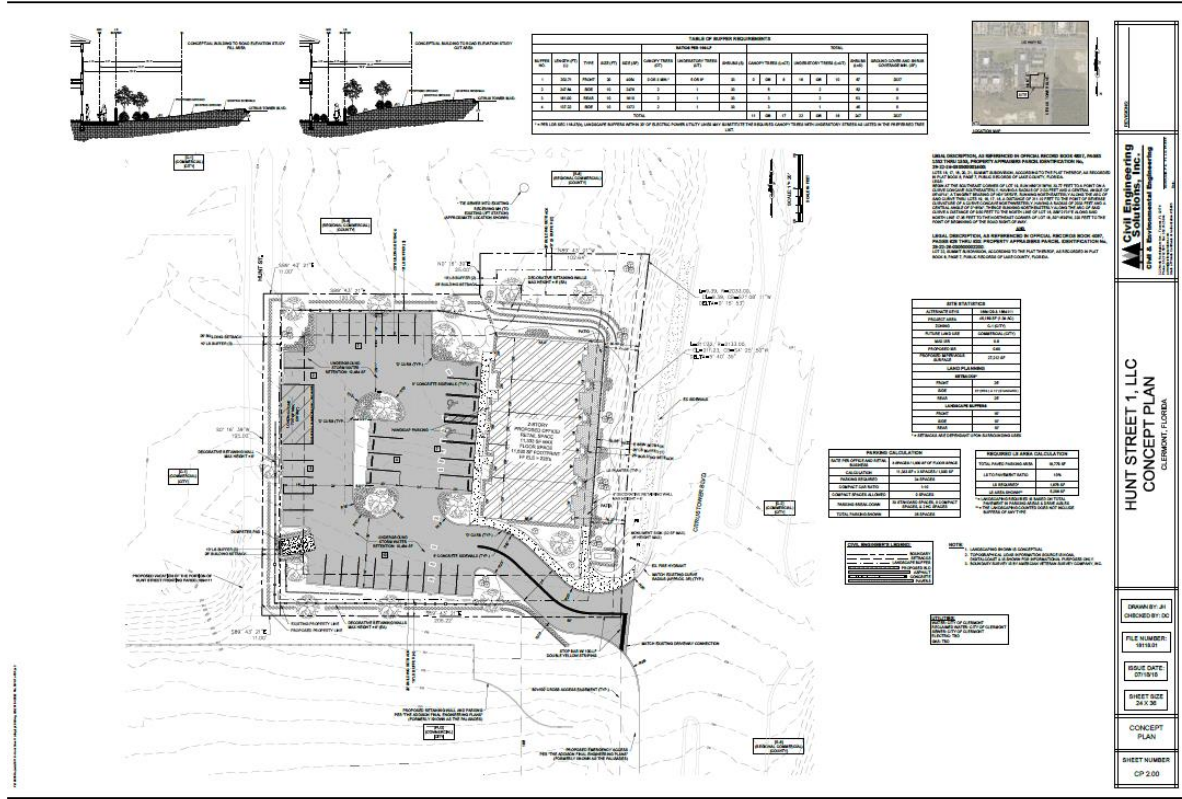


CITY OF CLERMONT
RESOLUTION NO. 2018-41R

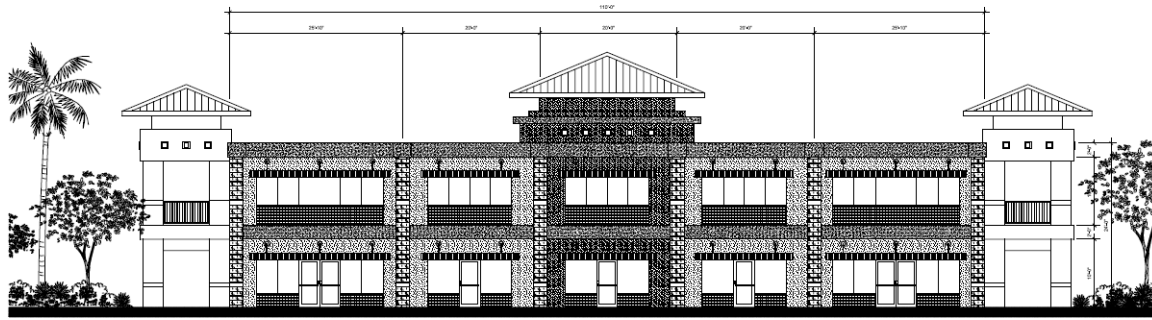
5. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
6. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity for the site.
7. A minimum five-foot-wide concrete sidewalk shall be constructed adjacent to any right-of-ways that meet Americans with Disabilities Act requirements and provide pedestrian access.
8. Any tenant change of use that requires additional parking shall require an amendment to this Conditional Use Permit.
9. The applicant shall coordinate with the City of Clermont and Lake County in the transfer and vacation of the Hunt Street Right of Way. This shall be completed prior to final site plan approval. Any necessary easements required to provide access shall be at the developer's expense.

**CITY OF CLERMONT
RESOLUTION NO. 2018-41R**

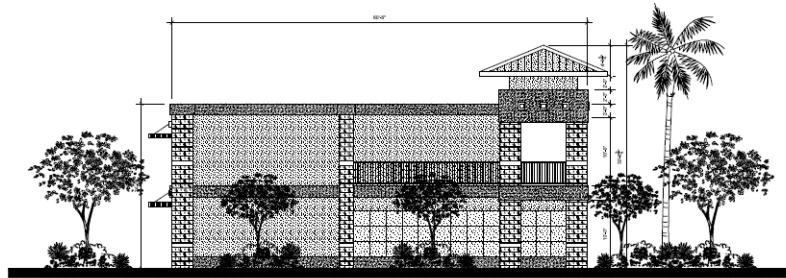
Concept Plan – Exhibit A



**CITY OF CLERMONT
RESOLUTION NO. 2018-41R**



CONCEPTUAL REAR ELEVATION
SCALE: 3/32" = 1' - 0"



CONCEPTUAL SOUTH ELEVATION
SCALE: 3/32" = 1' - 0"

Nick R. Jones
Architect, LLC
10000 W. 11th St.
Ocala, FL 34476
(352) 236-4200
FL REG. #0000078

**CLERMONT, FLA.
MSP COMMERCIAL BLDG.
CONCEPTUAL ELEVATIONS**

Job No.
000418
SDP, 1, 2018

Sheet No.
A3



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of October, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

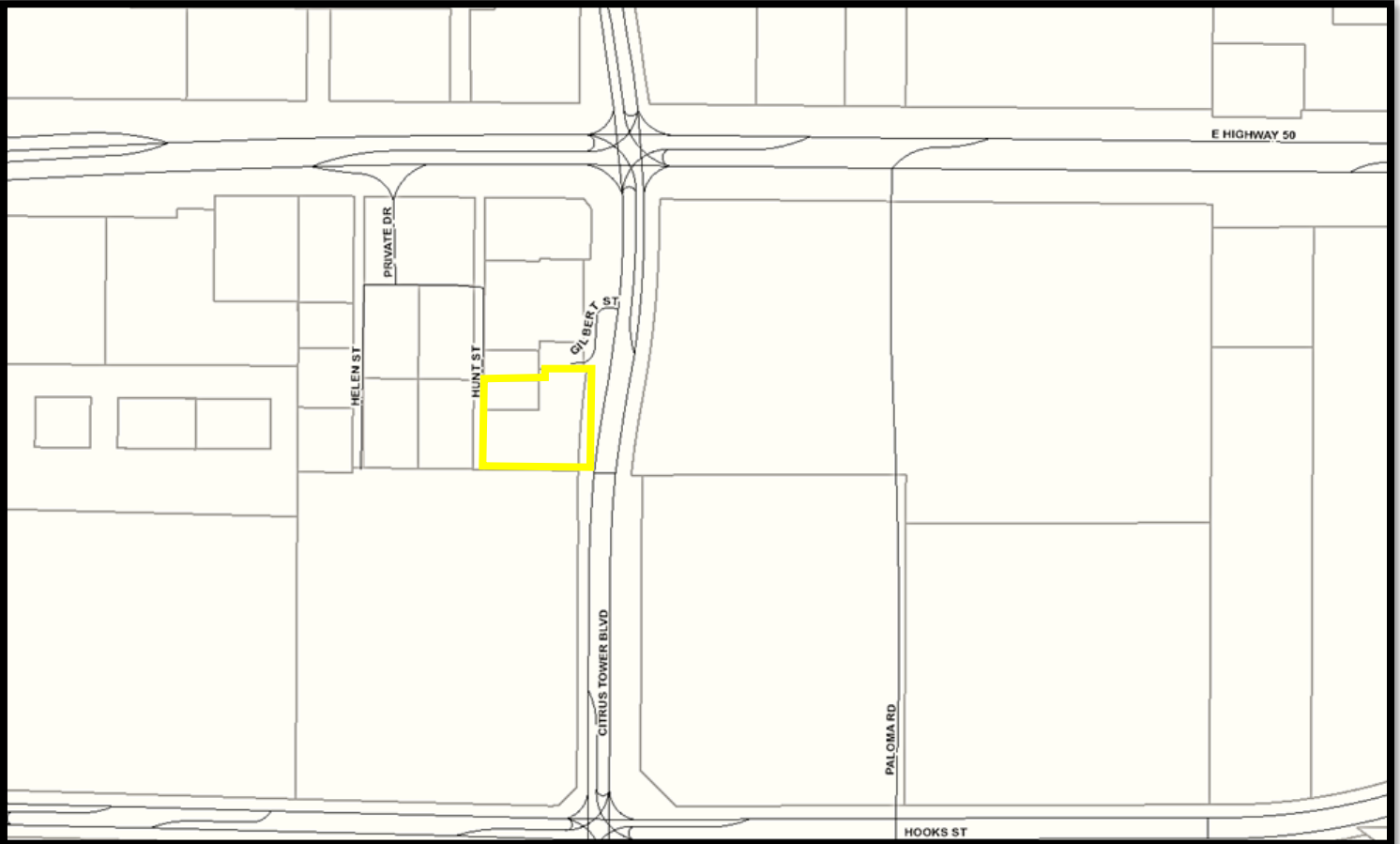
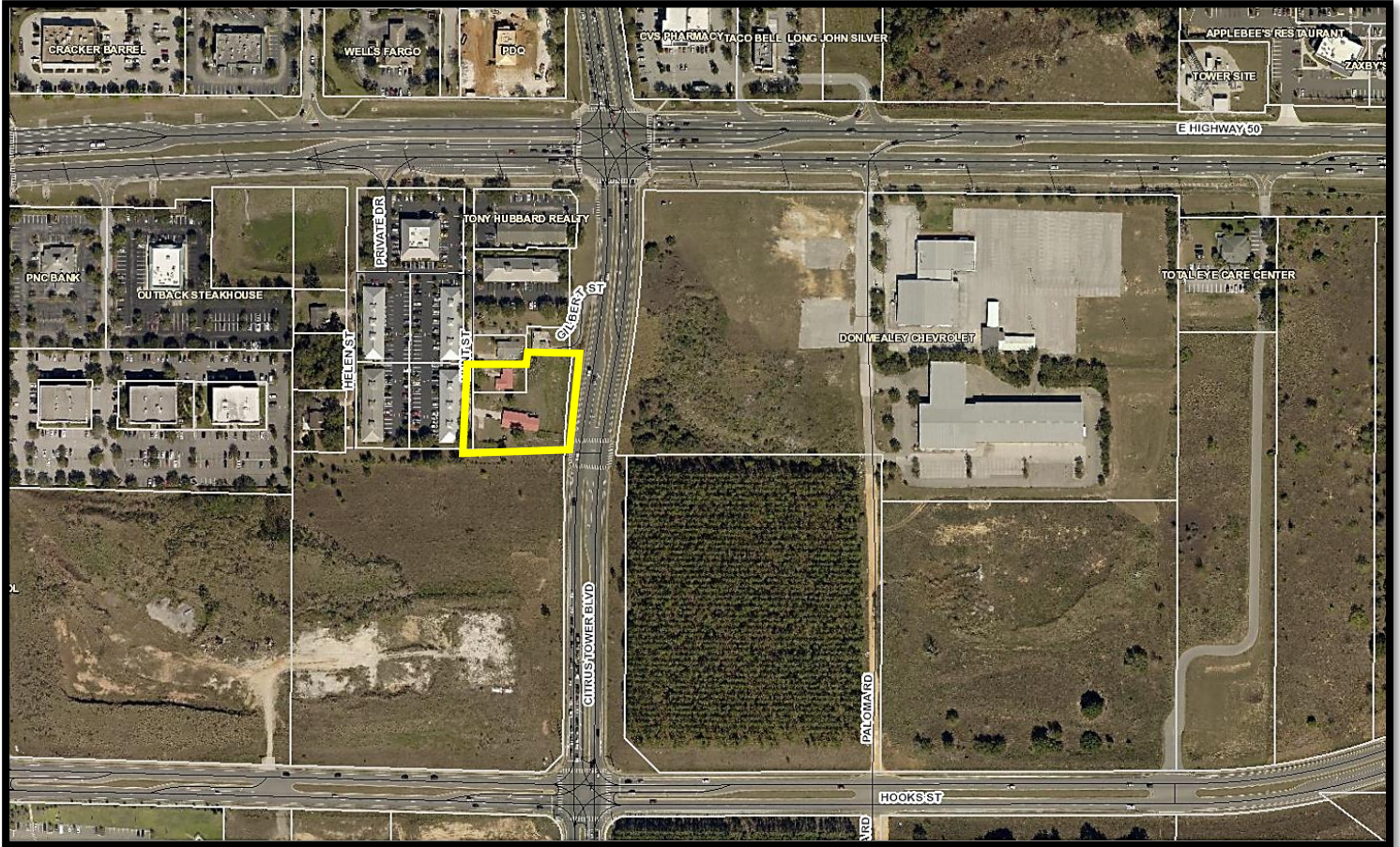
ATTEST:

Tracy Ackroyd Howe, City Clerk

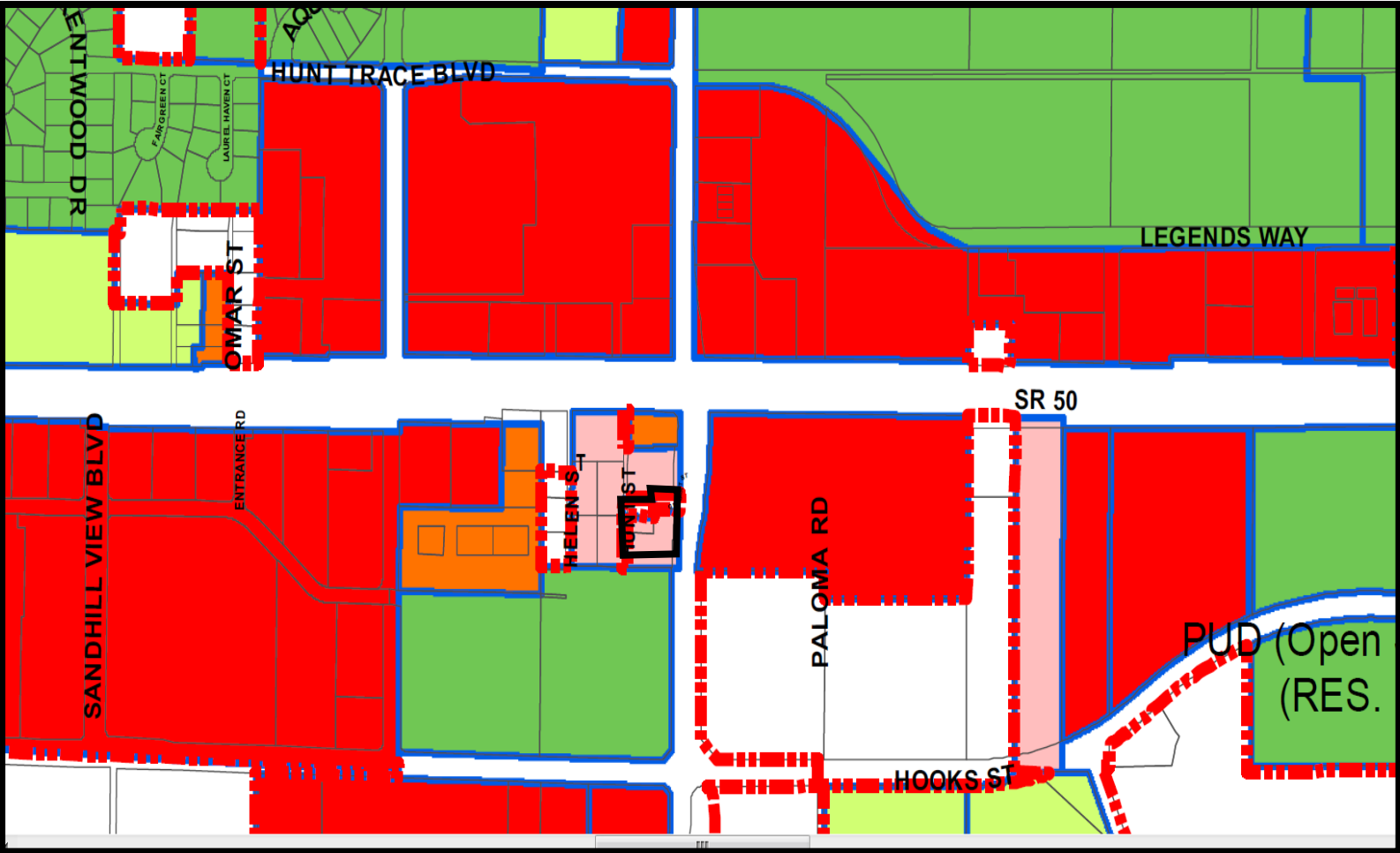
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



Clermont Zoning Map



Legend

 City Limits

Zoning Designations

-  UT URBAN TRANSITION DISTRICT
-  UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
-  R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
-  R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
-  R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
-  O-1 OFFICE DISTRICT
-  C-1 LIGHT COMMERCIAL DISTRICT
-  C-2 GENERAL COMMERCIAL DISTRICT
-  CBD CENTRAL BUSINESS DISTRICT
-  M-1 INDUSTRIAL DISTRICT
-  CD COMMERCE DISTRICT
-  PR PARKS AND RECREATION DISTRICT
-  PUD PLANNED UNIT DEVELOPMENT
-  AREAS NOT WITHIN THE CITY LIMITS

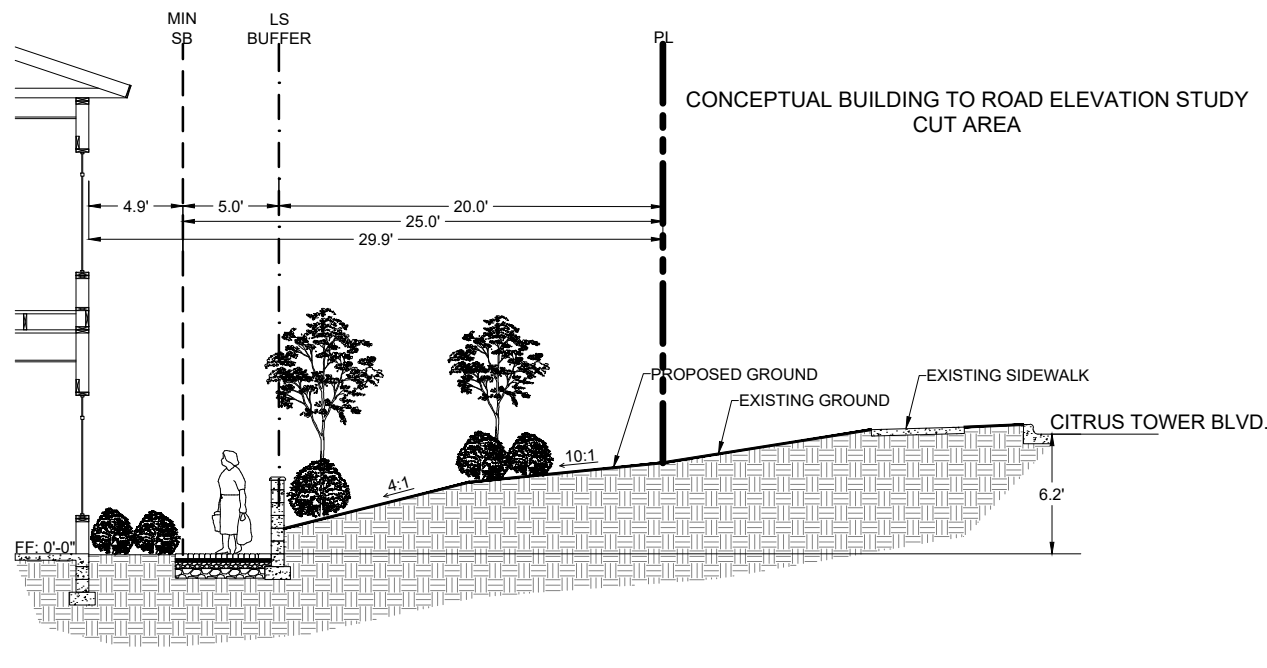
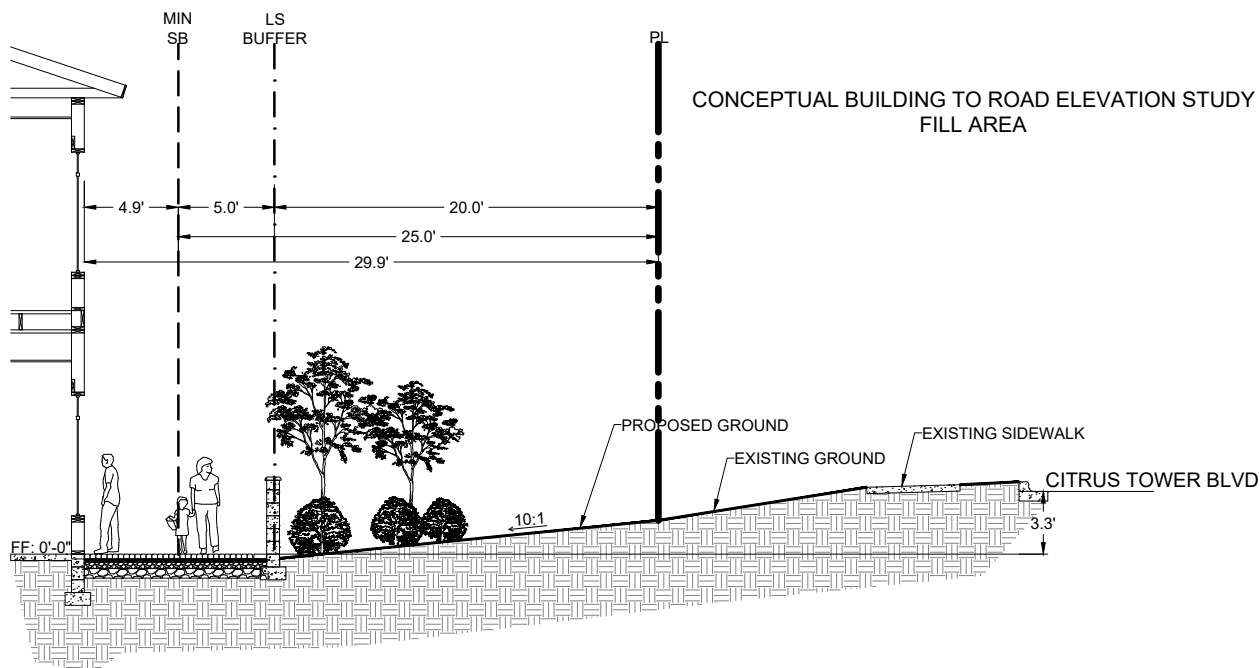
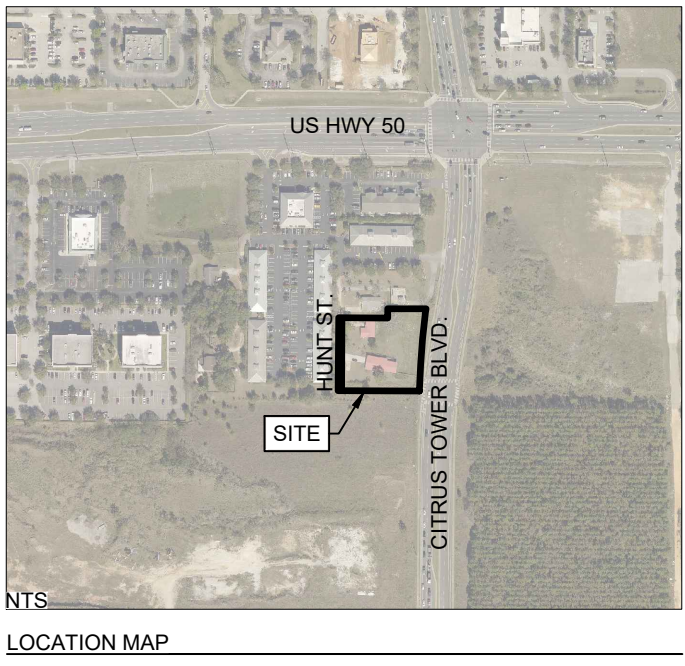


TABLE OF BUFFER REQUIREMENTS																
					RATIOS PER 100-LF			TOTAL								
BUFFER NO.	LENGTH (FT) (L)	TYPE	SIZE (FT)	SIZE (SF)	CANOPY TREES (CT)	UNDERSTORY TREES (UT)	SHRUBS (S)	CANOPY TREES (LxCT)			UNDERSTORY TREES (LxUT)			SHRUBS (LxS)	GROUND COVER AND SHRUB COVERAGE MIN. (SF)	
1	202.71	FRONT	20	4054	0 OR 3 MIN. *	5 OR 8*	33	0	OR	6	16	OR	10	67	2027	
2	247.64	SIDE	10	2476	2	1	33	5			2			82	0	
3	161.00	REAR	10	1610	2	1	33	3			2			53	0	
4	137.22	SIDE	10	1372	2	1	33	3			1			45	0	
TOTAL								11	OR	17	22	OR	16	247	2027	
* = PER LDR SEC 118-37(k), LANDSCAPE BUFFERS WITHIN 20' OF ELECTRIC POWER UTILITY LINES MAY SUBSTITUTE THE REQUIRED CANOPY TREES WITH UNDERSTORY STREES AS LISTED IN THE PREFERRED TREE LIST.																



LEGAL DESCRIPTION, AS REFERENCED IN OFFICIAL RECORD BOOK 4837, PAGES 1552 THRU 1553, PROPERTY APPRAISERS PARCEL IDENTIFICATION No, 29-22-26-030500001600:
LOTS 16, 17, 18, 20, 21, SUMMIT SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 19, RUN N89°21'38"W, 33.77 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2133 FEET AND A CENTRAL ANGLE OF 05°40'14", A TANGENT BEARING OF N01°35'55"E, RUNNING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU LOTS 19, 18, 17, 16, A DISTANCE OF 211.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2033 FEET AND A CENTRAL ANGLE OF 01°16'04", THENCE RUNNING NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.50 FEET TO THE NORTH LINE OF LOT 16, S89°21'31"E ALONG SAID NORTH LINE 17.35 FEET TO THE NORTHEAST CORNER OF LOT 16, S01°16'39"W, 220 FEET TO THE POINT OF BEGINNING OF THE ROAD RIGHT-OF-WAY.

AND
LEGAL DESCRIPTION, AS REFERENCED IN OFFICIAL RECORDS BOOK 4097, PAGES 628 THRU 633: PROPERTY APPRAISERS PARCEL IDENTIFICATION No, 29-22-26-030500002200:
LOT 22, SUMMIT SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SITE STATISTICS	
ALTERNATE KEYS	1684129 & 1684111
PROJECT AREA	45,189 SF (1.04 AC)
ZONING	C-1 (CITY)
FUTURE LAND USE	COMMERCIAL (CITY)
MAX ISR	0.8
PROPOSED ISR	0.60
PROPOSED IMPERVIOUS SURFACE	27,212 SF
LAND PLANNING	
SETBACKS*	
FRONT	25'
SIDE	25' (RES.) & 12' (STANDARD)
REAR	25'
LANDSCAPE BUFFERS	
FRONT	15'
SIDE	10'
REAR	10'

* = SETBACKS ARE DEPENDANT UPON SURROUNDING USES

PARKING CALCULATION	
RATE PER OFFICE AND RETAIL BUSINESS	3 SPACES / 1,000 SF OF FLOOR SPACE
CALCULATION	11,333 SF x 3 SPACES / 1,000 SF
PARKING REQUIRED	34 SPACES
COMPACT CAR RATIO	1:10
COMPACT SPACES ALLOWED	0 SPACES
PARKING BREAK-DOWN	33 STANDARD SPACES, 0 COMPACT SPACES, & 2 HC SPACES
TOTAL PARKING SHOWN	35 SPACES

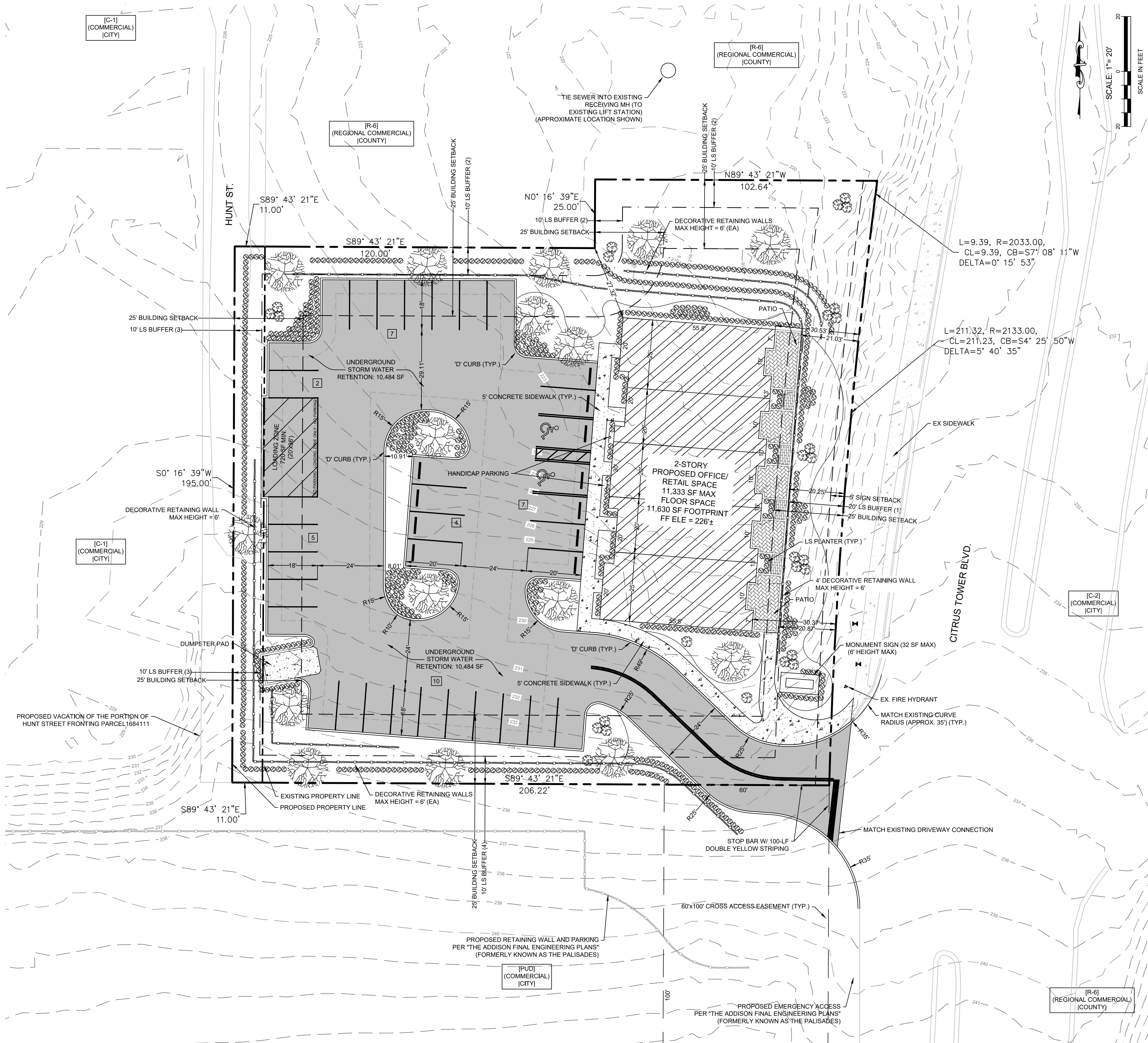
REQUIRED LS AREA CALCULATION	
TOTAL PAVED PARKING AREA	18,779 SF
LS TO PAVEMENT RATIO	10%
LS REQUIRED*	1,878 SF
LS AREA SHOWN**	5,298 SF

* = LANDSCAPING REQUIRED IS BASED ON TOTAL PAVEMENT IN PARKING AREAS & DRIVE AISLES
** = THE LANDSCAPING COUNTED DOES NOT INCLUDE BUFFERS OF ANY TYPE

CIVIL ENGINEER'S LEGEND:	
	BOUNDARY
	SETBACKS
	LANDSCAPE BUFFER
	PROPOSED BLD
	ASPHALT
	CONCRETE
	PAVERS

NOTE:
1. LANDSCAPING SHOWN IS CONCEPTUAL.
2. TOPOGRAPHICAL LIDAR INFORMATION SOURCE IS NOAA DIGITALCOAST & IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
3. BOUNDARY SURVEY IS BY AMERICAN VETERAN SURVEY COMPANY, INC.

UTILITIES:
WATER: CITY OF CLERMONT
RECLAIMED WATER: CITY OF CLERMONT
SEWER: CITY OF CLERMONT
ELECTRIC: TBD
GAS: TBD



Civil Engineering Solutions, Inc.
Civil & Environmental Engineering
322 North Rockingham Ave., Taverna, FL 32778
Phone: 352.742.5011 Fax: 352.742.5044
State of Florida Certificate of Authorization #25885

HUNT STREET 1, LLC CONCEPT PLAN CLERMONT, FLORIDA

DRAWN BY: JH
CHECKED BY: DC

FILE NUMBER:
18118.01

ISSUE DATE:
07/18/18

SHEET SIZE
24 X 36

CONCEPT
PLAN

SHEET NUMBER
CP 2.00



CONCEPTUAL FRONT ELEVATION

CITRUS TOWER BLVD.
SCALE: 3/32" = 1' - 0"



Nick A. Jones
Architect, LLC
1320 Bowman St.
Clermont, FL 34711
(352) 394-4700 FL. REG. #0005576

DATE:

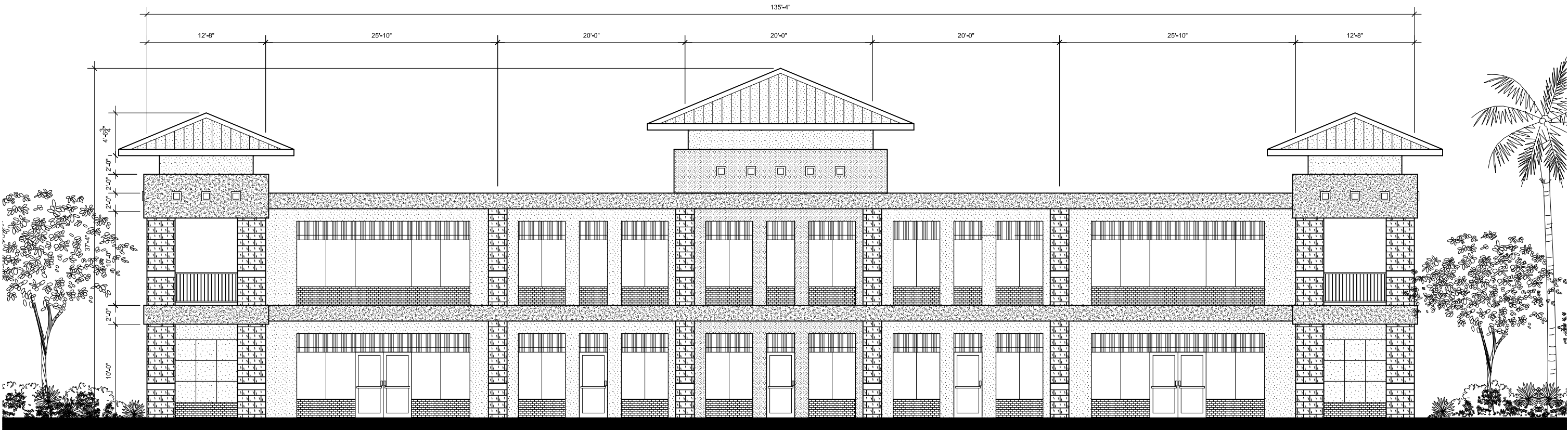
Revisions	
No.	Date

Subcontractor / Suppliers Bid Proposals to:

M. MONPLAISIR, CLERMONT, FLA.
MSP COMMERCIAL BLDG.
CONCEPTUAL ELEVATIONS

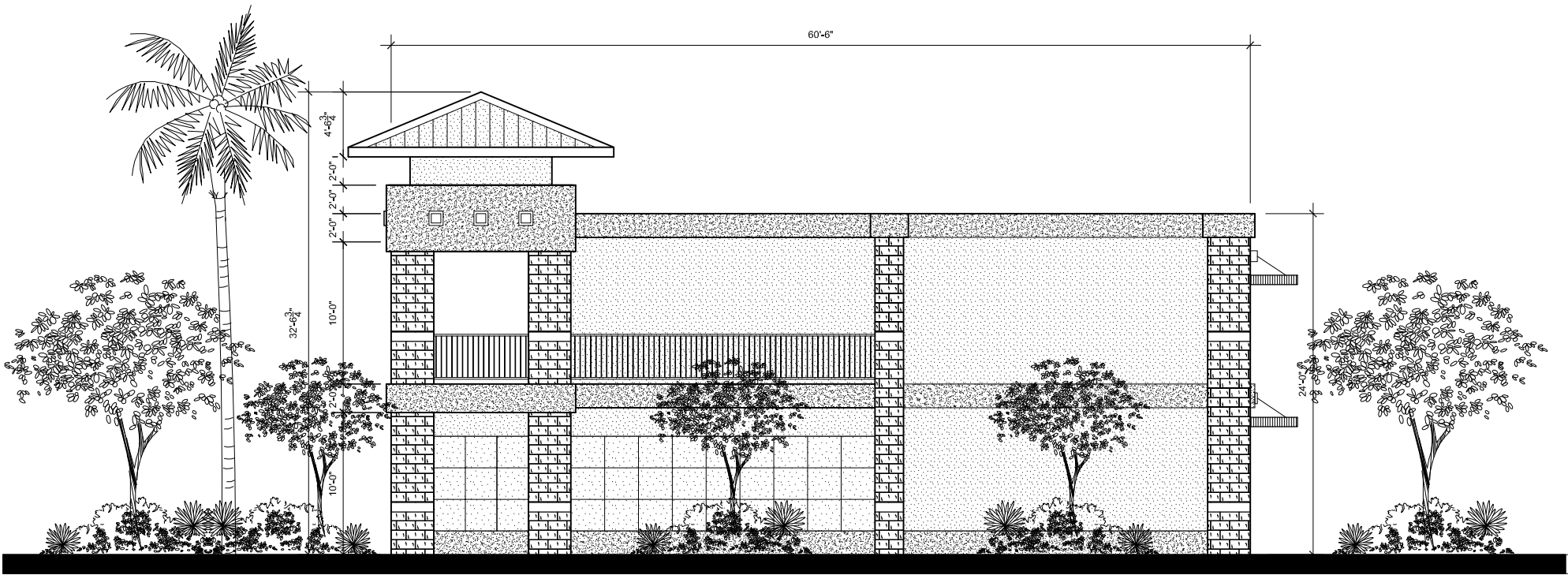
Job No.
090418
SEP. 1, 2018

Sheet No.
A1



CONCEPTUAL FRONT ELEVATION

CITRUS TOWER BLVD.
SCALE: 3/32" = 1' - 0"



CONCEPTUAL NORTH ELEVATION

SCALE: 3/32" = 1' - 0"



Nick A. Jones
Architect, LLC
1320 Bowman St.
Clermont, FL 34711
(352)-394-4700 FL. REG. #0005576

DATE:

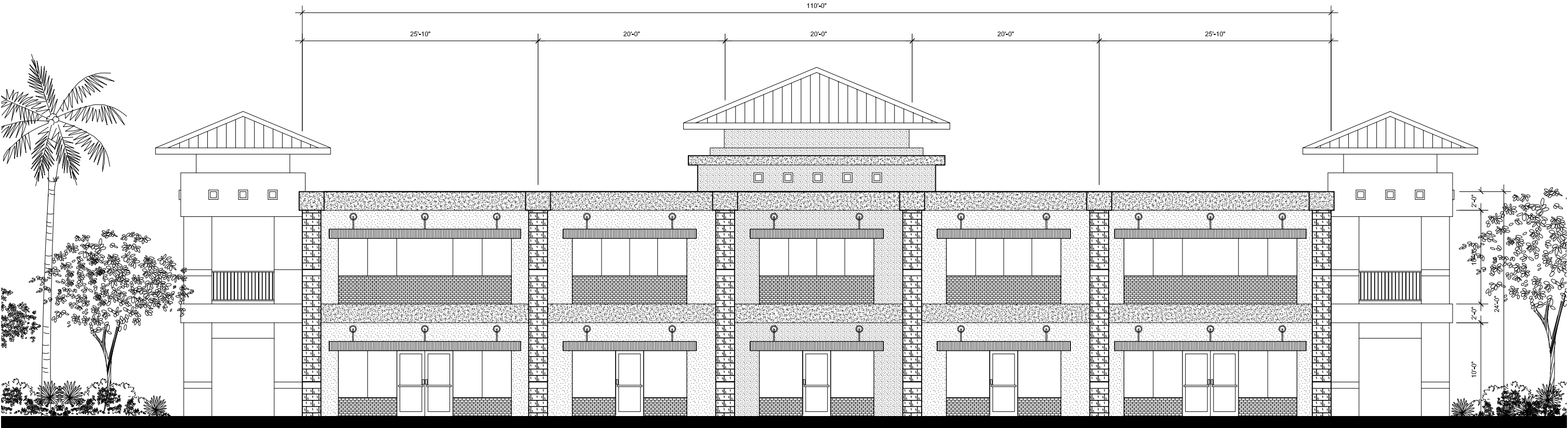
Revisions	
No.	Date

Subcontractor / Suppliers Bid Proposals to:

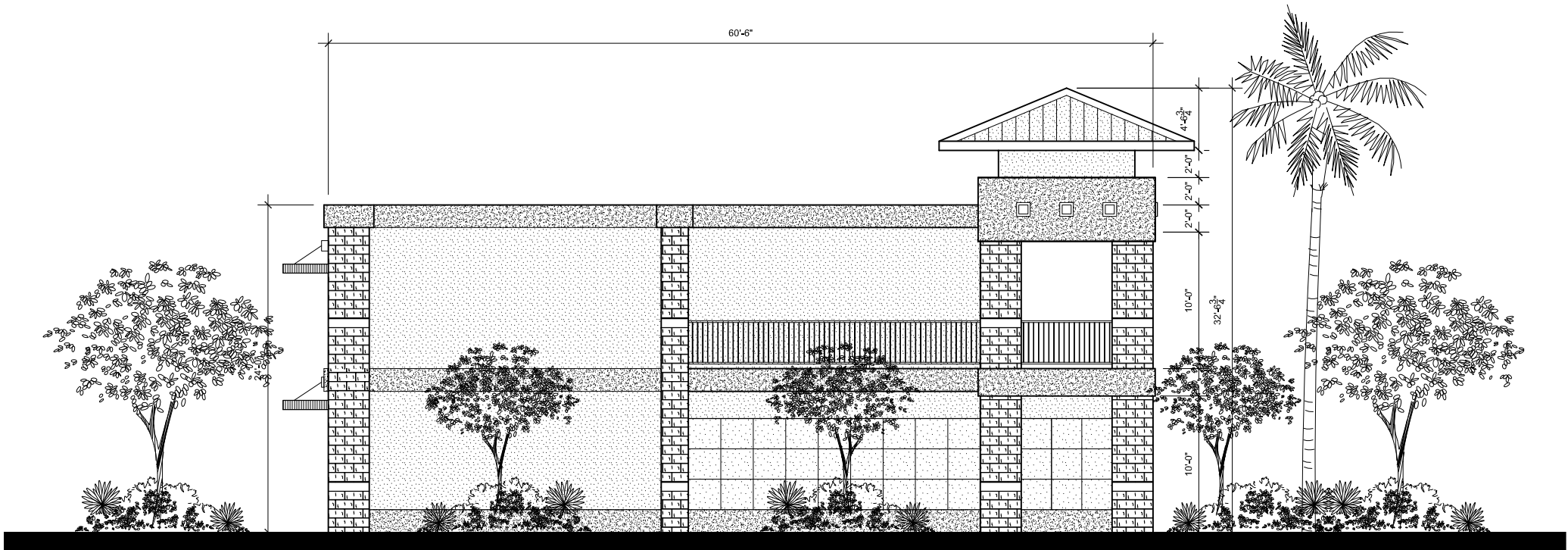
M. MONPLAISIR, CLERMONT, FLA.
MSP COMMERCIAL BLDG.
CONCEPTUAL ELEVATIONS

Job No.
090418
SEP. 1, 2018

Sheet No.
A2



CONCEPTUAL REAR ELEVATION
SCALE: 3/32" = 1' - 0"



CONCEPTUAL SOUTH ELEVATION
SCALE: 3/32" = 1' - 0"



Nick A. Jones
Architect, LLC
1320 Bowman St.
Clermont, FL 34711
(352)-394-4700 FL. REG. #0005576

DATE:

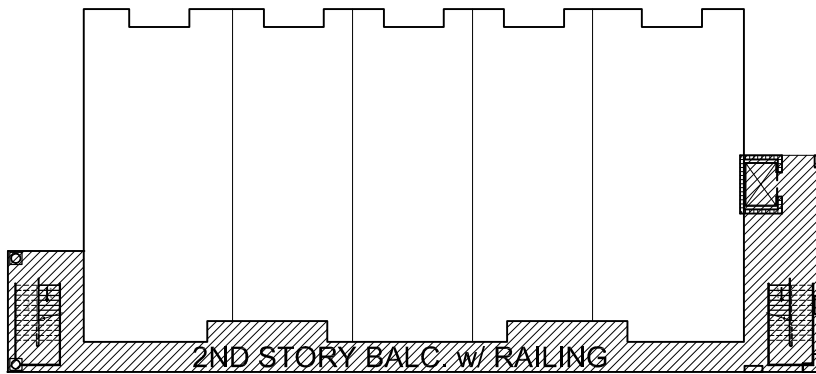
Revisions	
No.	Date

Subcontractor / Suppliers Bid Proposals to:

M. MONPLAISIR, CLERMONT, FLA.
MSP COMMERCIAL BLDG.
CONCEPTUAL ELEVATIONS

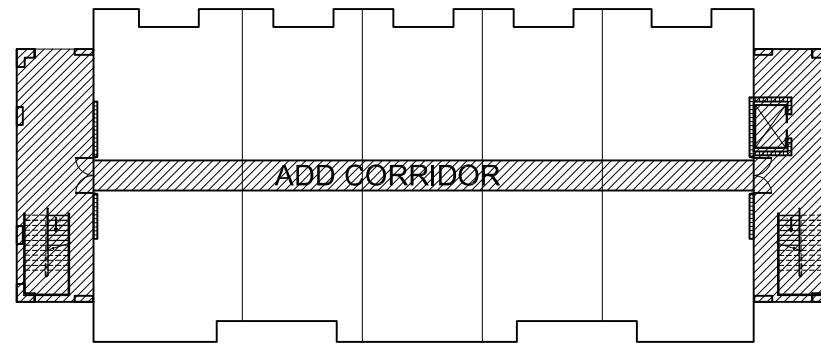
Job No.
090418
SEP. 1, 2018

Sheet No.
A3



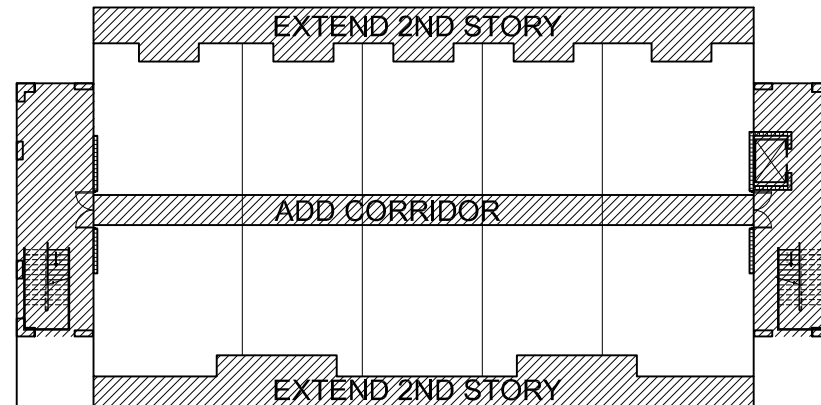
OPTION A:

- ELEVATOR & STAIRS FITS EXIST.SITE PLAN
- ONLY 1 EXIT FROM SPACE, BUT 2 STAIR EXITS



OPTION B:

- ADDS ELEVATOR & STAIRS WITH A 2ND STORY' CORR.



OPTION C:

- ADDS ELEVATOR & STAIRS WITH A 2ND STORY' CORR. AND EXTEND 2ND STORY EAST & WEST FACADE TO CREATE AN ARCADE UNDERNEATH



DATE:

Nick A. Jones
Architect, LLC

1320 Bowman St.
Clermont, FL 34711
(352)-394-4700 FL REG. #0005576

Revisions	No.	Date

Subcontractor / Suppliers Bid Proposals to:

M. MONPLAISIR, CLERMONT, FLA.
MSP COMMERCIAL BLDG.
FLOOR PLAN EGRESS OPTIONS

Job No.
090418
SEP. 7, 2018

Sheet No.
A3



CONCEPTUAL FRONT ELEVATION - OPTION "A"

CITRUS TOWER BLVD.
SCALE: 3/32" = 1' - 0"



Nick A. Jones
Architect, LLC
1320 Bowman St.
Clermont, FL 34711
(352) 394-4700 FL. REG. #0005576

DATE:

Revisions	
No.	Date

Subcontractor / Suppliers Bid Proposals to:

M. MONPLAISIR, CLERMONT, FLA.
MSP COMMERCIAL BLDG.
CONCEPTUAL ELEVATIONS

Job No.
090418
SEP. 1, 2018

Sheet No.
A1_a



September 17, 2018

Mr. John E. Kruse, AICP
Senior Planner
Development Services Dept.
685 W. Montrose St.
Clermont, FL 34711

**RE: Hunt Street Commercial Building, Request for Exemption From Doing
a Full Tier 1 Traffic Impact Analysis (TIA)**

Mr. Kruse,

The Lake~Sumter MPO has reviewed the documents submitted for the Hunt Street Commercial Building, Request for Exemption from doing a full Tier 1 Traffic Impact Analysis (TIA). The Lake~Sumter MPO offers the following Observations and Comments:

Observations Regarding the Project:

1. The project site is located on the west side of Citrus Tower Blvd., approximately 500 feet south of SR 50, in The City of Clermont, in Lake County, Florida. There is currently a single family residence and a medical/dental office building on the property.
2. The proposed land use is for a total of 11,333 square feet (sf) of the following:
 - 2,600 sf of Medical Office (LU 720).
 - 3,700 sf of Shopping Center Retail (LU 820).
 - 5,033 sf of General Office (LU 710).

These land uses are assumed and not confirmed.

3. There is one (1) proposed full access point to the property off of Citrus Tower Boulevard. The existing access onto Hunt Street is proposed to be closed and a landscape boarder will be installed along Hunt Street and the other sides of the property.
4. The proposed land use change will generate approximately 279 daily trips and 29 PM Peak Hour Trips.
5. The document submitted (requesting to be exempt from further Traffic Impact Analysis requirements) although it contains some minor errors, is acceptable.
6. There is adequate capacity on the surrounding roadway network to accommodate this project.

Comments Regarding Traffic Impacts:

1. Since there will be approximately 20 net new PM Peak Hour trips generated by the proposed land uses, the Lake~Sumter MPO recommends granting the Request for Exemption.

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170

Should you have any questions please contact me by email at bhutt@lakesumtermpo.com or by phone at (352)315-0170 ext. 3.

Thank You,

Brian R. Hutt

Brian R. Hutt, AICP
Lake~Sumter MPO
TMS Project Manager

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 8/29/18

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Hunt Street 1, LLC

APPLICANT: Civil Engineering Solutions, Inc.

CONTACT PERSON: David Clutts, P.E.

Address: 322 North Rockingham Ave

City: Tavares State: FL Zip: 32778

Phone: 352.742.5011 Fax: 352.742.5044

E-Mail: dclutts@civilengsolutions.com

OWNER: Hunt Street 1, LLC., Mona Monplaisir, Mgr

Address: 1807 Nature Cove Ln

City: Clermont State: FL Zip: 34711

Phone: 352.742.5011 Fax: 352.742.5044

Address of Subject Property: 13620 Hunt Street, Clermont, FL 34711

General Location: _____

The site is located approximately 500-ft south of the intersection of SR
50 and Citrus Tower Blvd. on the west side of Citrus Tower Blvd.

Legal Description (include copy of survey): See attached

Land Use (City verification required): Commercial

Zoning (City verification required): C-1



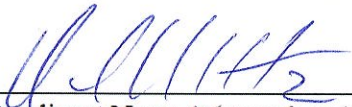
CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

1. Commercial and professional office uses are proposed that will be consistent with the "C-1" Zoning District and the "Commercial" Future Land Use designation. Consequently, the planned use for the site will be consistent with adjacent uses and the planned uses in the area.
2. The site's location on Citrus Tower Blvd., approximately 500-ft south of Hwy 50, provides for ease of access to the adjacent roadway network. Trips can distribute quickly onto the roadway network alleviating significant traffic impacts. Also, this site will be adjacent to a residential PUD currently under development. This further justifies the project by providing services and retail sales that will be within walking distance of residential units. This will reduce the number of destination oriented new trips created by the project.

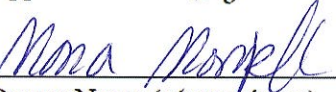
David Clutts, P.E., Pres., Civil Engineering Solutions, Inc.

Applicant Name (print)

X 
Applicant Name (signature)

Mona Monplaisir, MGR, Hunt Street 1, LLC.

Owner Name (print)

X 
Owner Name (signature)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10080776
Phone: (352) 241-7331
Date: 09/20/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	09/25/2018	10/16/2018	\$167.68

LEGAL NOTICE

Ad No: 10080776
September 25, 2018 &
October 16, 2018

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a commercial office and retail building occupying more than 5,000 square feet of floor space.

LOCATION

13620 and 13630 Hunt Street
Clermont FL
(Alternate Key 1684111
and 1684129)

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, October 2, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 23, 2018 at 6:30pm.

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

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$167.68
Tax	\$0.00
Sub Total	\$167.68
Prepaid Amount	\$0.00
Balance Due	\$167.68

AGENDA ITEM

Meeting Date	
Tuesday, October 23, 2018	
Agenda Item Name	
Variance Request <i>Chick-Fil-A</i>	
Requested Action	
Recommend approval of the variance request.	
Staff Report	
The applicant; Chick- Fil- A, is requesting a variance (1) To allow for a reduction of the required 30 foot special setback for an accessory structure canopy as required by the Land Development Code, Section 122-342. The parcel is currently under construction for development of a 4,995 square foot restaurant with a drive thru. The property is located at the Southwest Corner of Highway 27 and Hammock Ridge Road. The site is approximately 1.67 acres and is zoned PUD with C-1 permitted uses. A restaurant is a permitted use in this zoning category.	
 	
On November 28, 2017, the City Council denied the applicants variance request to allow a 14 foot setback rather than the required 30 foot setback for a 44' x 26' canopy for drive thru. The current request is to allow a 15 foot setback rather required 30 feet setback for the proposed a 44' x 26' canopy. The canopy is to protect customers and employees from the weather elements at the drive thru. The applicant has indicated that the restaurant was designed to provide a more functional and safer drive thru that will deliver better vehicle circulation and stacking. There is also a retention pond south of the subject property that will provide a buffer; which creates less impact on the adjacent parcels. The proposed canopy layout will be 15 feet from the south property line which includes a 10 foot landscape buffer.	
Section 86-174 of the Land Development Code requires a positive finding on the variance review criteria in order to grant a variance, staff has reviewed the application as submitted, and finds it does meet a positive finding as required by the Code. Staff recommends approval of the variance request as submitted.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	New 86-174 Review Criteria-Chick-Fil A -Hammock Ridge	New 86-174 Review Criteria-Chick-Fil A -Hammock Ridge.pdf
2.	Location Map	Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	New Site Plan	New Site Plan.pdf
5.	2018-09-11 - CFA Clermont - Variance Justification Letter 2	2018-09-11 - CFA Clermont - Variance Justification Letter 2.pdf
6.	CFA Hammock Ridge - Canopy example photo 2	CFA Hammock Ridge - Canopy example photo 2.jpg
7.	CFA Hammock Ridge - Canopy example photo 3	CFA Hammock Ridge - Canopy example photo 3.jpg
8.	CFA Hammock Ridge - Canopy example photo 4	CFA Hammock Ridge - Canopy example photo 4.jpg
9.	CFA Hammock Ridge - Canopy example photo	CFA Hammock Ridge - Canopy example photo.jpg
10.	CFA Hammock Ridge - Rendering 1	CFA Hammock Ridge - Rendering 1.jpg
11.	CFA Hammock Ridge - Rendering 2	CFA Hammock Ridge - Rendering 2.jpg
12.	Variance-Application-2018	Variance-Application-2018.pdf
13.	CHICK-FIL-A VARIANCE Legal AD	CHICK-FIL-A VARIANCE REQUEST.pdf

Chick-Fil A A Canopy Variance

The requirements for a variance are as follows:

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

FINDINGS:

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

Applicant response: *The canopy proposed would be placed away from the right of way, abutting only a canal. The sole intent is to protect customers and employees from the elements, therefore, it intends to positively impact development and restaurant patrons. Further, the setbacks encroachment will have no measurable impact on the adjacent vacant parcel since there is a pond providing separation already.*

Staff comments: *The applicant is requesting a variance to allow the installation of a 44'x 27' drive thru canopy for a new Chick-Fil-A restaurant located at 3365 Hammock Ridge Road. The Land Development Code, Section 122-342 requires a 30-foot setback for Canopies. The variance request is for a 15-foot setback encroachment into the rear property line. The canopy will be located in the rear of the building which abuts a retention pond. The requested variance will not interfere with the reasonable enjoyment of any nearby properties and should not negatively impact the citizens of the city.*

Positive finding

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

Applicant response: *Roughly 60% of Chick-Fil-A business takes place via the drive-thru; the canopy proposed is intended for safety to the patrons and employees. The C-1 district list restaurants, retail business and convenience store and gas stations permitted or conditional uses, therefore consist a reasonable request. The peculiarity is the intent the desire to construct it away from the pedestrian traffic accessing the indoor dining options. This request is not uncommon.*

Staff comments: *The requested variance will allow reasonable use of the property for a restaurant with a drive thru window canopy. The proposed canopy structure is not out of character with other properties in this zoning category.*

Positive finding

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

Applicant response: *The literal interpretation of the code section aims to provide separation between restaurant facility and other properties. The separation is being provided by the existing retention pond at the south end of the site, plus the 14.6 feet from the property line to the first edge of the canopy. The required setbacks are being met by the principal building, the encroachment is only for construction of shelter for customers and employees working outside the restaurant at times of high demand.*

Staff comments: *In the context present, the requested variances to the land development code will not further any legitimate city objective, the drive thru canopy is designed to provide protection from the elements of the weather for employees working at the drive thru window of the restaurant. Other restaurants and commercial sites in the City have drive thru canopies that are designed to meet the setback requirements.*

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: The construction of a canopy over the drive thru is consistent with the City's comprehensive plan, as there is still separation between properties, no harm to public welfare (arguably the opposite), and improves the operational activities for the new development.

Staff comments: The variance request is not in conflict with the Clermont Comprehensive Plan.

Positive finding

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

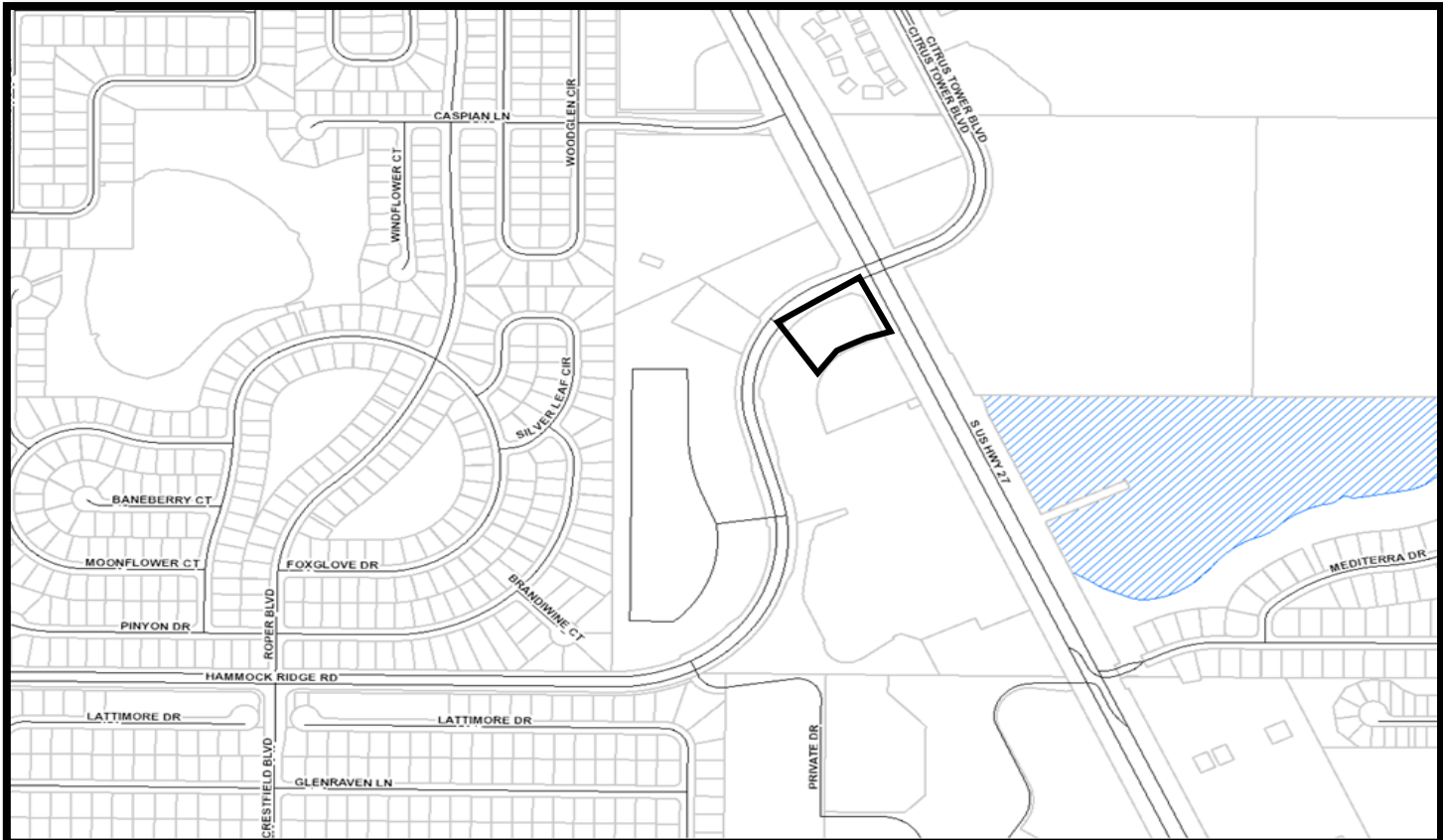
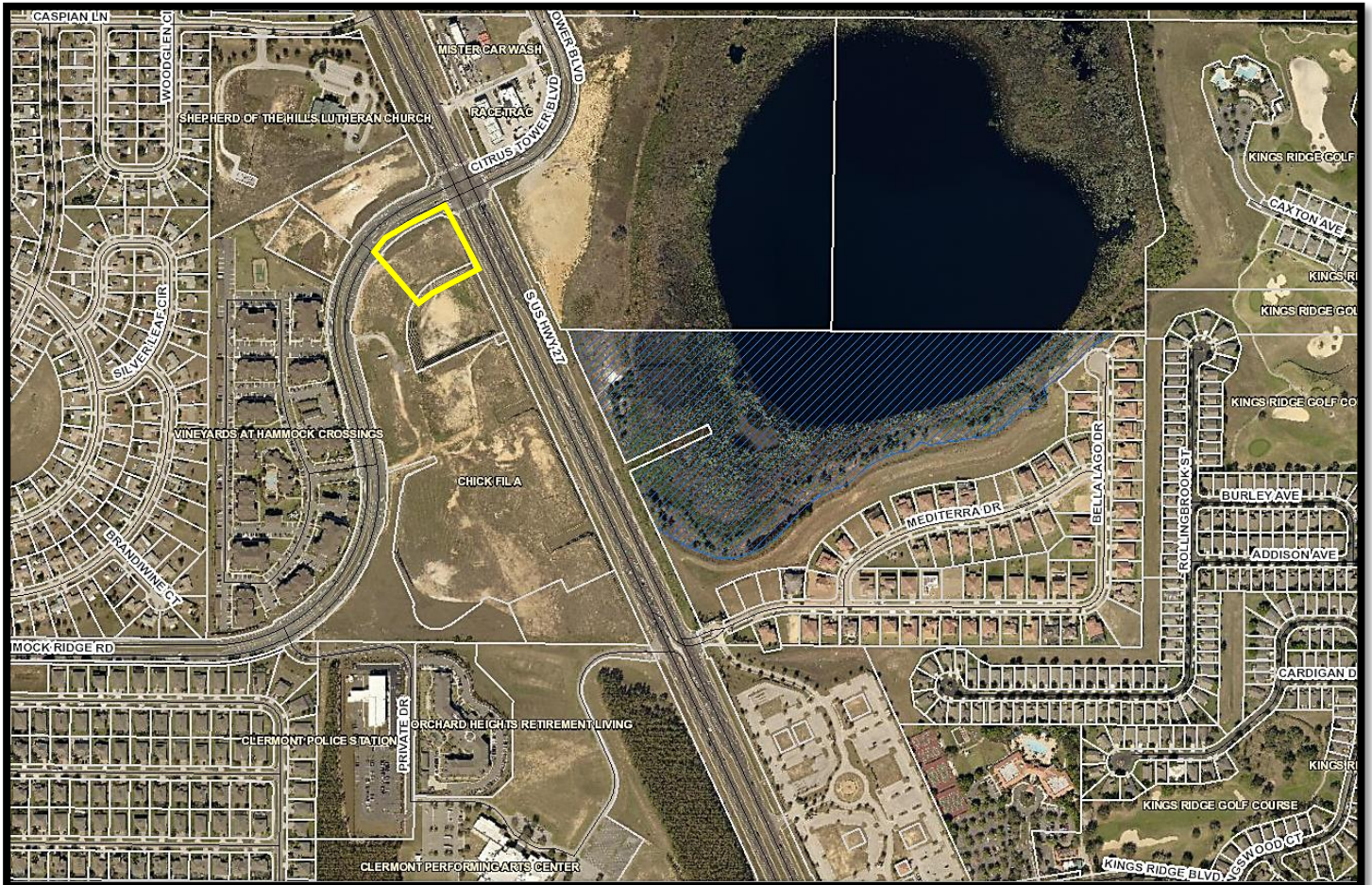
Applicant response: All setbacks are being met by the principal building and all other structures. The applicant is only requesting partial relief of the setback requirements to construct portion of its drive-thru canopy. The canopy itself would be allowed by right if placed elsewhere on the site. The benefit for the employees working outdoors and shelters for customer utilities the drive-thru arguably outweigh any possible detriment to the setback encroachment. Further, the canopy-despite encroaching – still provides 14.6 of setback separation.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the canopy structure; and the benefits achieved under granting of the variance outweigh the benefits under this criterion if the variance was denied.

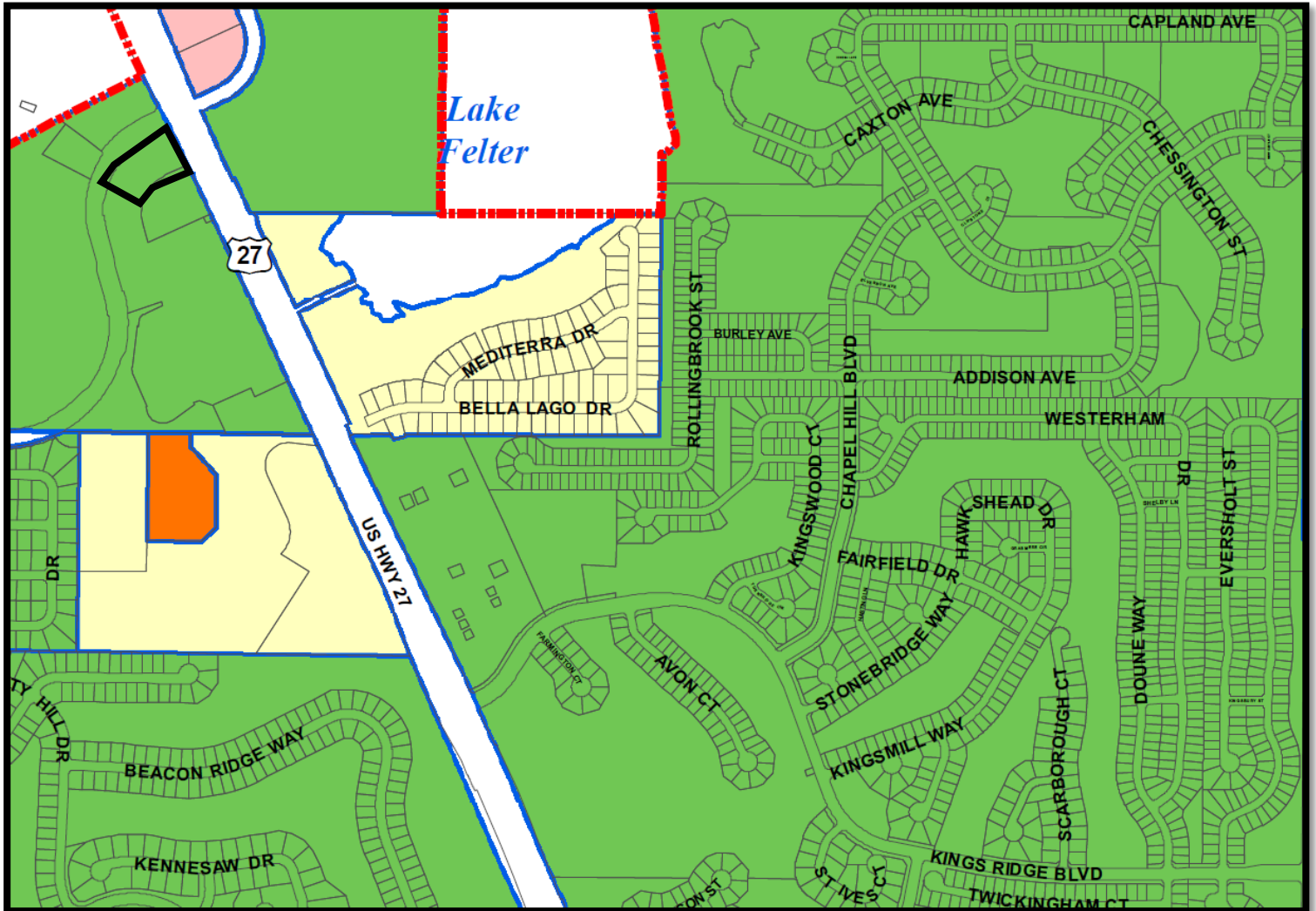
Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds that four of the five review criteria meet a positive finding. Therefore, staff recommends **approval** of variance request to the Land Development Code.

LOCATION MAP



Clermont Zoning Map

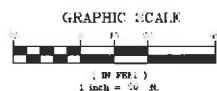


Legend

City Limits

Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS



Bowman
CONSULTING

Seed



WILLIAM PFEFFER ME
LOS ANGELES 7740
8-0-71

SITE CALCULATIONS			
AREA	FE	AF	SI
TOTAL SITE AREA	2,000,000	1,000,000	1,000,000
PERCENTAGE COVER	100%	50%	50%
NUMBER OF SITES	4,000,000	2,000,000	2,000,000
PERCENT COVER OF AREAS	100%	50%	50%
TOTAL AREA COVERED	2,000,000	1,000,000	1,000,000

PARKING CALCULATIONS			
USE	AREA	TYPE	PERCENTAGE
RETAIL AREA	1000	TYPE A	10
RETAIL AREA	1000	TYPE B	5
TOTAL PARKING REQUIRED			15
TOTAL PARKING PROVIDED			15
TOTAL PARKING PROVIDED			15
TOTAL PARKING PROVIDED			15
TOTAL PARKING PROVIDED			15

BUILDING SETBACKS		
SETBACK TYPE	REQUIREMENT	REMARKS
FRONT SETBACK	5 FT	5 FT
LEFT SIDE SETBACK	5 FT	5 FT
RIGHT SIDE SETBACK	5 FT	5 FT
REAR SETBACK	5 FT	5 FT

[illegible]

CHICK-FIL-A
HAMMOCK RIDGE FSR
3365 HAMMOCK RIDGE ROAD
CLERMONT, FLORIDA 34711

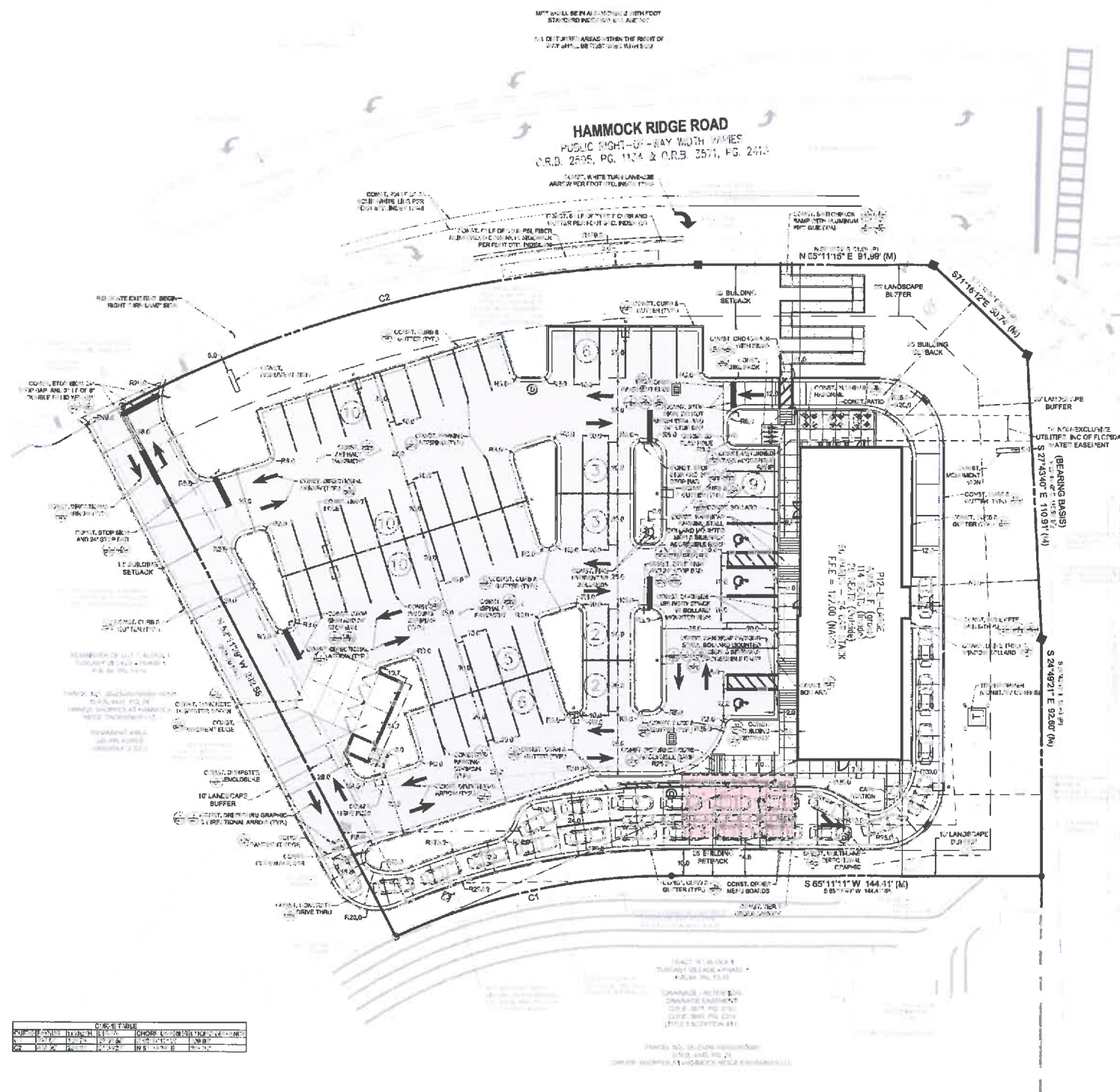
FSR# 04159

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION
1.	12/08/2017	GRV COMMENTS
2.	01/31/2018	CLIMATE AND LIFTABILITY COMMENTS
3.	02/08/2018	RF #1
4.	02/08/2018	RF #2
5.	02/12/2018	PRELIMINARY SECTION

APPROVED FOR:	2017-029
TITLE APPLIED:	
PROJECT #	010614-01-060
PLANNED FOR:	CONSTRUCTION
DATE	8/20/2018
DRAWN BY:	RM
This drawing was prepared by the City of San Francisco Planning Department and is intended for informational purposes only. It does not constitute a contract or warranty of any kind. The City of San Francisco Planning Department is not responsible for the accuracy or completeness of the information provided herein.	
SHEET SITE PLAN	

C-2.0

FOR CONSTRUCTION



U.S. HIGHWAY 27
(S.R. NO. 25)
PUBLIC RIGHT-OF-WAY WIDTH SPECIES
PER FOOT RIGHT OF MAPPING
S.R. NO. 25, SECTION 112200

18 September 2018

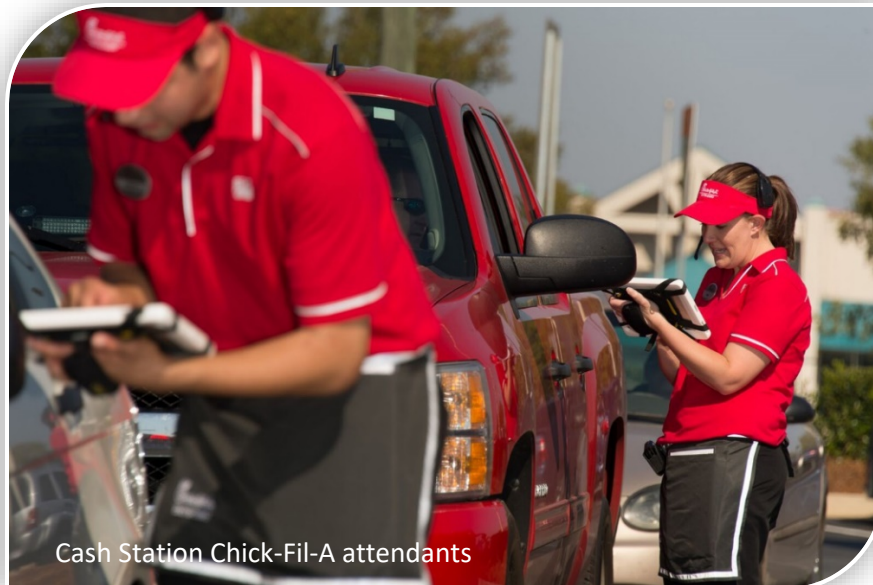
Curt Henschel, Planning Manager
685 W. Montrose Street, Clermont, FL 34711
352.241.7308 / chenschel@clermontfl.org

**Re: Chick-Fil-A restaurant located at SW corner of Highway 27 and Hammock Ridge Road
Parcel ID number 05-23-26-100000100101**

Variance Justification Letter

Chick-Fil-A, Inc (the “Applicant”), is the lessee of property located at 3365 Hammock Ridge Road, in the southwest corner of Hwy. 27 and Hammock Ridge, associated with parcel ID number 05-23-26-100000100101. The property is approximately 72,593 SF (1.67 acres), located in the Shoppes at Hammock Ridge – positioned within the Planned Unit Development (PUD) Light Commercial Zoning District (C-1).

The property is currently entering its construction phase, after obtaining permit approvals (Building Permit #17-4286) to develop the site into a 4,995 SF one-story restaurant with drive-thru. Roughly 60% of Chick-Fil-A business takes place via the drive-thru. After much research and operational analysis, Chick-fil-A has implemented several new techniques atypical to most drive-thru businesses to help facilitate cars through the drive-thru at a high rate. Currently, the national average service time for a customer from the point of order to food pickup is 45 seconds. This is achieved by the implementation of double order points (dual drive-thru lanes) and outside face-to-face ordering – also called “cash stations”. Cash stations consist of dedicated Chick-Fil-A attendants that service customers outside the store, collecting orders and taking credit card payment via a mobile tablet at peak hours for the store. Attendants are also able to bring the orders to customers’ vehicles to facilitate the quicker movement of vehicles. This enables the new Chick-Fil-A restaurants to process 80 customers per hour.



Cash Station Chick-Fil-A attendants

In order to provide some relief from the elements for both drive-thru customers and the cash station attendants, Chick-Fil-A redesigned its drive-thru canopy to provide shelter and ventilation systems. The new canopy design has been added to all new restaurants and retrofitted into many of the existing restaurants where possible. City of Clermont, like much of the rest of the state of Florida, experiences elevated temperatures and sunshine throughout the year; some summer months can reach temperatures up to the mid/high 90s °F. The design that was approved by the City of Clermont did not originally include the latest canopy design; therefore, out of concern for its employees, Chick-Fil-A is seeking partial relief from the setback requirement on the south end of the site to allow for the installation of the new Chick-Fil-A drive-thru canopy.



Below is the pertinent code section of the City of Clermont Code of Ordinance related to the setback requirements:

- **Section 122-342 – Special Setbacks.** Pursuant to this code section:

(a) This section provides for specific accessory structures and architectural appurtenances and features to be located within required building setback areas. Recorded easements and required landscaped buffers shall supersede the minimum dimensions permitted by this section.

(b) Special setbacks are as follows:

Structure or Building Feature	Special Setback
Canopies, commercial (i.e., service stations)	30-foot setback from all property lines.

(Code 1998, § 122-342; Ord. No. 281-C, § 1(ch. 16, art. I, § 2), 11-8-1994; Ord. No. 2010-05-C, § 2, 3-23-2010)

The Applicant proposed to install a 43'-5 ½" by 25'-8" canopy to protect customers and employees from the elements during the outdoor face-to-face ordering process. The site approved by City of Clermont has been designed to segregate drive-thru customers from those seeking to dine inside the restaurant, which is why the drive thru was placed at the southern end of the site and away from the principal entrances and crosswalks. As such, this site layout minimizes the interaction between pedestrians and vehicles and accelerates the service provision for drive-thru customers. This design generated a challenge due to the size and unusual shape of the property. In order to construct the canopy over a portion of the drive-thru lanes, the applicant would need to encroach onto the required 30-foot setback. The proposed layout would still allow for a 14.6-foot setback, with 10 feet of landscaped buffer facing inwards to the rest of the proposed shopping plaza (instead of any of the principal rights-of-way).

Sec. 122-342. Special setbacks.

Consequently, the Applicant is seeking a variance from code section 122-342 based on the following provisions found in Sec. 86-174 of the code:

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

The request stems from the need to place the drive-thru away from pedestrian movements on the site, to enhance safety and circulation on the site, and to construct a canopy that would provide shelter to employees and customer from the heat, sun and rain. Due to the unusual shape of the site, which was been one of the drivers for the site design, the drive-thru was located to the south in order to prioritize pedestrian connectivity from Hammock Ridge Road and the intersection with US Highway 27.

The canopy proposed would be placed away from the right-of-way, abutting only a canal. The sole intent is to protect customers and employees from the elements; therefore, it intends to positively impact the development and restaurant patrons. Further, the setback encroachment will have no measurable impact on the adjacent vacant parcel since there is a pond providing separation already.

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

The variance request is driven out of concern for the future Chick-Fil-A employees operating outdoors to service customers at the drive-thru lanes. The C-1 district lists restaurants, retail businesses and convenience stores and gas stations as permitted or conditional uses. All of these development opportunities tend to be designed with a canopy; therefore, the request to construct a canopy is not uncommon to the proposed use. The peculiarity of this request is to differentiate the drive-thru traffic from the pedestrian traffic of customers seeking to dine inside the restaurant.

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

The literal interpretation of the code section aims to provide separation between the restaurant facility and other properties. This separation is being provided by the existing retention pond at the south end of the site, plus the 14.6 feet from the property line to the first edge of the canopy. The required setbacks are being met by the principal building; the encroachment is only for the

construction of shelter for customers and employees working outside the restaurant at times of high demand.

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

The construction of a canopy over the drive-thru is consistent with the City comprehensive plan, as there is still separation between properties, no harm to public welfare (arguably the opposite) and improves the operational activities for the new development. The Applicant is designing the restaurant to make it safer and more convenient to the public in terms of functional circulation. The new design will improve the currently vacant lot at this intersection which will, in turn, be beneficial to the surrounding area. No special privileges are requested. Any business with a canopy in their design (i.e. gas stations, restaurants) has the potential to run into this layout constraint.

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

The applicant is requesting a reduction, not total relief, from the required 30-foot setback on the south side of the site; apart from the separation provided by the canal, the drive-thru canopy will be constructed 14.6 feet away from the property line, and the principal building will be setback by 45 feet from the property line. The canopy itself would be allowed without variances if placed elsewhere on the site. The challenge was achieving that and fulfilling the need to segregate the drive-thru vehicles from pedestrians. The benefit for the employees working outdoors and shelters for customers utilities the drive-thru arguably outweigh any possible detriment to the setback encroachment.

Thank you for the consideration. For any questions, please do not hesitate to contact us at (954) 314-8468.



Jenny Baez | Project Coordinator

Bowman Consulting

13450 W Sunrise Blvd, Suite 320. Sunrise FL 33323

office: 954.314.8468 | mobile: 954.682.9014

jbaez@bowmanconsulting.com | bowmanconsulting.com















CITY OF CLERMONT VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

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

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



**CITY OF CLERMONT
VARIANCE
Application**

DATE: 18 September 2018 FEE: 600

PROJECT NAME (if applicable): Chick-Fil-A #04159 - Hammock Ridge Road

APPLICANT: Chick-Fil-A, Inc

CONTACT PERSON: Alison Kelley / Jason Pociask

Address: 5200 Buffington Road

City: Atlanta State: GA Zip: 30349

Phone: 404-765-7802 Fax: _____

E-Mail: alison.kelley@cfacorp.com

OWNER: Preston Bolt

Address: 800 Highland Ave, Ste 200

City: Orlando State: FL Zip: 32803

Phone: _____ Fax: _____

Address of Subject Property: 3365 Hammock Ridge Road, Clermont 34711

General Location: Intersection of US highway 27 and Hammock Ridge Road

Legal Description (include copy of survey): _____

Please see the enclosed survey or County property appraiser

Land Use (City verification required): Commercial



Zoning (City verification required): PUD - Planned Unit Development

**CITY OF CLERMONT
VARIANCE
Application
Page 2**

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Section 122-342 - Special setbacks for canopies

What are you proposing to do that would require a variance and why? The project meets all setback requirements for the principal building, but the proposed canopy over the drive-thru to protect employees and customers from the elements would encroach onto the setback

How does the Code create a hardship? Size and unusual shape of the site created site constraints to be able to segregate pedestrians from motorists; the setback encroachment is only for a portion of the drive-thru canopy.

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

Variance requested – subject and code section: Sec. 122-342 (a)(b) Special setbacks

Sec. 86-174. Review criteria and findings.

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

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

The canopy proposed would be placed away from the right of way, abutting only a canal. The sole intent is to protect customers and employees from the elements; therefore, it intends to positively impact the development and restaurant patrons. Further, the setback encroachment will have no measurable impact on the adjacent vacant parcel since there is a pond providing separation already.



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

Roughly 60% of Chick-Fil-A business takes place via the drive-thru; the canopy proposed is intended for safety to patrons and employees.

The C-1 district lists restaurants, retail businesses and convenience stores and gas stations as permitted or conditional uses, therefore consist a reasonable request. The peculiarity is the intent the desire to construct it away from the pedestrian traffic accessing the indoor dining options, but this request is also not uncommon.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

The literal interpretation of the code section aims to provide separation between the restaurant facility and other properties. This separation is being provided by the existing retention pond at the south end of the site, plus the 14.6 feet from the property line to the first edge of the canopy. The required setbacks are being met by the principal building; the encroachment is only for the construction of shelter for customers and employees working outside the restaurant at times of high demand.

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

The construction of a canopy over the drive-thru is consistent with the City comprehensive plan, as there is still separation between properties, no harm to public welfare (arguably the opposite), and improves the operational activities for the new development.

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

All setbacks are being met by the principal building and all other structures. The applicant is only requesting partial relief of the setback requirements to construct a portion of its drive-thru canopy. The canopy itself would be allowed by right if placed elsewhere on the site. The benefit for the employees working outdoors and shelters for customers utilities the drive-thru arguably outweigh any possible detriment to the setback encroachment. Further, the canopy - despite encroaching - still provides 14.6 of setback separation .



**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

Bill Pfeffer, Bowman Consulting (agent)

Applicant Name (print)

X

Applicant Name (signature)

Preston Bolt, please see letter of authorization

Owner Name (print)

X

Owner Name (signature)

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

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

City of Clermont

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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



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

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

(1) Requests for variances to the adopted comprehensive plan.

(2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.

(3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

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



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

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

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

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

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

Daily Commercial

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10081200
Phone: (352) 241-7331
Date: 10/04/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	10/16/2018	10/16/2018	\$97.89

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) To allow for a reduction of the required 30 feet special set-back for accessory structure canopies as required by the Land Development Code, Section 122-342, at the following location:

LOCATION:

Chick-Fil-A Store # 04159
Southwest Corner of Highway 27 and
Hammock Ridge Road
1.67+/- Acres

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, October 23, 2018 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10081200
October 16, 2018

Payment Info	
Ad Price	\$97.89
Tax	\$0.00
Sub Total	\$97.89
Prepaid Amount	\$0.00
Balance Due	\$97.89



AGENDA ITEM

Meeting Date		
Tuesday, October 23, 2018		
Agenda Item Name		
Ordinance No. 2018-38 <i>Introduction</i>		
Requested Action		
Request introduction of ordinance no. 2018-38 to amend the Police Officers Retirement Plan employee contribution amounts.		
Staff Report		
Ordinance No. 2018-38 is requested to be introduced to amend the police officers retirement employee contribution amounts. Per the recently approved collective bargaining agreement with the police officers, the employee pension contribution will increase from 3% of pay to 4% of pay, effective in the pay period beginning October 29, 2018. The agreement also provides for the employee contribution to increase from 4% of pay to 5% of pay, effective in the pay period beginning September 30, 2019.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2018-38 Police Pension Trust Fund Advertisement	ORD 2018-38 Police Pension Trust Fund Advertisement.docx	
2. Ordinance No 2018-38 - Police Officer Pension Plan (Underlined) - 10-12-18	Ordinance No 2018-38 - Police Officer Pension Plan (Underlined) - 10-12-18.doc	

LEGAL NOTICE

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

ORDINANCE NO. 2018-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, November 13, 2018 at 6:30 p.m. for final enactment.

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

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 30, 2018



CITY OF CLERMONT
ORDINANCE NO. 2018-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Police Officers' Retirement Plan;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Police Officers' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

N. EMPLOYEE CONTRIBUTIONS

Members of the Plan shall be required to make regular contributions to the Fund in the amount of ~~three~~ four percent ~~(3%)~~ (4%) of their salary on a pre-tax basis effective in the pay
period beginning October 29, 2018. Effective in the pay period beginning September 30,
2019, members of the Plan shall be required to make regular contributions to the fund in
the
amount of five percent (5%) of their salary on a pre-tax basis.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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



CITY OF CLERMONT
ORDINANCE NO. 2018-38



CITY OF CLERMONT
ORDINANCE NO. 2018-38

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of November, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney