



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, April 23, 2019**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Drop Savers Poster Contest Winners

PROCLAMATION

Drinking Water Week

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the April 9, 2019 Council Meeting minutes.

Item No. 2 - Contract Award

Consider request to piggyback the Seminole County B.C.C. contract with R & M Service Solutions, LLC to provide hydrant and valve installation, repair, and maintenance services in the estimated budgeted amount of \$150,000.

Item No. 3 - Contract Award

Consider agreements with Booth, Erin, Straughan & Hiott, Inc. (BESH engineering) for detailed engineering, specifications and construction administration services related to the CDBG grant funded project in the budgeted amount of \$142,730.

Item No. 4 - Event and Open Container Request

Consider allowing open containers in the requested area for the City of Clermont's 4th of July event at Waterfront Park.

Item No. 5 - Event and Road Closure Request

Consider Mega Food Truck event with road closures on June 22, 2019.

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|--|---|
| Item No. 6 - Event and Open Container Request | Consider allowing the Latin American Motorcycle Association (LAMA) to have an open container area for event on June 22, 2019 at Waterfront Park. |
| Item No. 7 - Event, Open Container, and Road Closure Request | Consider Clermont's Sips & Salsa cultural event co-hosted by the South Lake Chamber in Downtown Clermont on September 14, 2019 allowing for open container and street closure. |
| Item No. 8 - Event, Open Container, and Road Closure Request | Consider allowing the Clermont Parks & Recreation Department to host the annual "Light Up Clermont" event in downtown Clermont with street closures and open container allowance. |

UNFINISHED BUSINESS

- | | |
|---|--------------------------|
| Item No. 9 - Resolution No. 2019-01R
<i>South Lake Medical Arts, Pad O</i> | Postpone to May 28, 2019 |
| Item No. 10 - Variance Request
<i>South Lake Medical Arts, Pad O</i> | Withdrawn |

NEW BUSINESS

- | | |
|---|--|
| Item No. 11 - Resolution No. 2019-11R
<i>Abels Academy</i> | Consider Conditional Use Permit for private school on vacant parcel located north of Citrus Tower Blvd, south of Division Street and east of US Hwy 27. |
| Item No. 12 - Variance Request
<i>Colvin</i> | Consider request to allow a front yard setback less than 25 feet and to allow a side yard setback less than 7.5 feet for property located at 1243 Lake Avenue. |
| Item No. 13 - Joint Planning Area Review | JPA review of Evergreen Estates. |

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.

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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, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our community is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues;

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim May 5 through May 11 as

Drinking Water Week

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 9, 2019

The City Council met in a regular meeting on Tuesday, April 9, 2019 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Drew Marshall gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Expressway Authority

City Manager Gray introduced Will Sloup and the Central Florida Expressway Authority to provide an update on the roadway corridor which will potentially connect US 27 to the 429. May 9, 2019 Council Workshop will contain more information for the Council to discuss.

Will Sloup, Metric Engineering, Inc., reviewed information regarding the Lake/Orange County Connector project to include future land use of the surrounding area, the project development process, project needs, PD&E study, an alternative corridor evaluation and analysis, public involvement, advisory groups, proposed typical section, and project schedule. The Lake/Orange County Connector has a total of six project needs. During the corridor evaluation a series of 800-foot wide corridors were developed and evaluated to determine how well the six project needs are satisfied. Individual meetings were held over the past several months with stakeholders and, in addition, staff from Lake and Orange County have been working with Central Florida Expressway Authority on the project. There is a possibility that the no-build alternative will be chosen as the alternative to the connector. Contact Kathy Putnam for additional information.

City Manager Gray stated the alternatives for the Lake/Orange County Connector will be laid out on a large map and provided to the Council at the May workshop.

Mayor Ash expressed support for planning for future road usage.

PROCLAMATIONS

Deputy City Clerk Zinker read the Child Abuse Prevention Month proclamation aloud. Mayor Ash presented the proclamation to Nichole James from the Department of Children and Families.

Deputy City Clerk Zinker read the Water Conservation Month proclamation aloud. Mayor Ash presented the proclamation to Environmental Services Director Westrick.

Environmental Services Director Westrick stated this year marks the 20th year of the proclamation.

PUBLIC COMMENTS

Fred Staudt, 1434 Westbury Drive, inquired about the Closed Session. City Attorney Mantzaris replied the applicable Florida Statute is 286.001. The Mayor will read a statement stating who will be present during the Closed Session before the Council breaks to go into the meeting. A court reporter will be present to record the discussion held during the Closed Session and a copy of which will be available after the conclusion of the litigation. City Manager Gray stated the Closed Session is published on the agenda which is posted to the public the Thursday before the Council Meetings.

Charlene Forth, 939 West Desoto Street, inquired about the timing of the Closed Session. City Attorney Mantzaris stated Florida Statutes dictates the Closed Session must occur during a regularly scheduled Council meeting. Mrs. Forth expressed concern for the lack of signage or marker for the Police Department on US 27. City Manager Gray stated he would look into the situation.

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CLOSED SESSION

Private pending litigation session with the City Manager and the City Attorney to discuss settlement and legal expense issues related to a pending litigation matter involving the City of Clermont's approval of a Conditional Use Permit for Summit Construction Group (Citrus Tower Charter School). This meeting is authorized and not open to the public in accordance with 286.011, F.S.

Mayor Ash read aloud the following closed session statement:

At this time the City Council meeting will be in recess for the Council to conduct a private pending litigation session as requested by the City Attorney and as authorized by section 286.011, Florida Statutes. The session is for the purpose of discussing settlement and expense strategy for pending litigation involving the appeal of the City's approval of a Conditional Use Permit for Summit Construction Management Group. The City Council, the City Manager, the City Attorney, and the City's litigation legal counsel handling the matter will attend the session. A court reporter will be present at the session and a transcript will be available after the conclusion of the litigation. The meeting will last approximately 30 minutes and the council meeting will resume thereafter at 7:25p.m.

Mayor Ash recessed the meeting at 6:55pm. Mayor Ash reconvened the meeting at 7:29pm

REPORTS

City Manager Gray reported there will not be a Council Workshop next week due to the Charter Review Committee's public hearing for public input on charter changes which will occur on April 16, 2019 at 6:30pm in the Council Chambers. There will be a workshop on May 9 at 6:30pm to discuss transportation in the south part of city.

City Attorney Mantzaris reported the City needs to determine whether to challenge the Court's Order Granting Petition for Writ of Certiorari which overturned the Council's approval of Summit Construction's Conditional Use Permit. The next step would be to file action in the Fifth District Court of Appeal. The concern is for the Florida Statutes and laws which were applied incorrectly by the Court. Specifically, a law applied by the Court was for counties and is not in regards to cities. The Court also misapplied the notice provisions as it relates to a Conditional Use Permit application. The Court's decision to apply the stated laws affects the Conditional Use Permit process which is conducted on a regular basis in the City. It is the recommendation of the City Attorney's office for the City Council to move forward with the petition to the Fifth District Court of Appeal.

Council Member Travis moved to recommend the City Attorney's recommendation;
seconded by Council Member Bates for discussion.

Council Member Bates stated the Council is viewing the matter from a code standpoint and not from a proposed use standpoint as the code affects the entire City.

Mayor Ash opened the Public Hearing.

Fred Staudt, 1434 Westbury Drive, inquired if the City will still end up with the Charter School. City Attorney Mantzaris replied the Charter School is not currently permitted and the future will greatly depend on the appeal.

Danielle Page, 2422 Linkwood Avenue, expressed concern for the pursuit of an appeal.

Charlene Forth, 939 West Desoto Street, expressed dissatisfaction with the City Attorney's recommendation and concern for the pursuit of an appeal.

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Michelle Pines, 550 East Avenue, expressed understanding of the Council's viewpoint and concern for the pursuit of an appeal.

City Attorney Mantzaris replied to public comments stating the issue is not an issue of the principal of the City Attorney or the opinion of the City Attorney's office. The issue is regarding far reaching matters related to the City as a whole. A portion of the Order which was issued by the Court creates a huge uncertainty as to how notices on future applications are to be addressed. The City needs clarification in order to proceed with the Conditional Use Permit process for future applications.

Mayor Ash closed the Public Hearing.

Council Member Goodgame inquired if there is more to the appeal. City Attorney Mantzaris replied if the Court had only stated that the City Council made the wrong decision, then the City Attorney's office would not be recommending to appeal the Court's decision. The Court, however, applied Florida Statutes which applies to counties. The 30-day notice provision mentioned in the cited Florida Statute does not apply to conditional use applications. The Court reached an arguably acceptable decision which the City would accept however the process and notice issues are far reaching issues which need to be addressed and at least confirmed or clarified.

City Attorney Mantzaris clarified the motion is to authorize the City Attorney's office to file a petition with the Fifth District Court of Appeal to challenge the Circuit Court of Lake County's decision on the Conditional Use Permit.

Council Member Goodgame requested a summation of what the City is going to be doing should the Council decide to move forward with the appeal and the corresponding possible results. City Attorney Mantzaris stated information was provided on what was previously filed in the Circuit Court and the petition will be filed next week with the Appellate Court should the Council decide to move forward.

Council Member Bates inquired if the appeal could be for one particular item. City Attorney Mantzaris stated the appeal has to be to the whole document and cannot be for only one item however, the Appellate Court could say that the law was misapplied but that the Circuit Court's decision stands.

The motion passed with all members present voting aye.

Council Member Bates – No report.

Council Member Goodgame reported concern with the County's spending of tourism funds and would like more information on how the County is using the funds. He requested City Manager Gray to look into it.

City Manager Gray stated Council Member Travis serves on the Tourism Development Committee in the County and the City currently has a \$750,000 grant request submitted to the Committee.

Council Member Brishke – No report.

Council Member Travis reported on Wednesday, April 3, she attended the State of the City which was addressed to the local realtors. Yesterday, she attended the Tourism Development Committee meeting where two capital projects are being considered for capital spending. One of the capital projects is for the City's boat ramp. The Tourism Development Committee votes on a recommendation to the County Commission where the County Commission votes on how much money is given to the cities. The Tourism Development Committee's vote will be on April 22, 2019 at 9:00am at the Agricultural Center.

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Mayor Ash reported on March 28, she attended the fourth meeting of the Citizens Academy at City Hall. On March 29, she was visited at home by Andy Craig, the publisher and owner of the new Clermont Neighbors magazine. Also present was photographer Stuart Wilson, Kathryn Deen, and Nick Gonzalez. On March 30, she attended the 7th Annual Charity Gala in support of the Mike Conley Hospice House here in Clermont. Council Member Goodgame and his wife were also present at this event. On April 1, she attended the swearing in of the City's newest police officer, Michael Davis, at the Clermont Police Department. On April 4, she joined the Citizen's Academy at Fire Station No. 1. Council Member Brishke was present at Fire Station No. 1 as well. On April 8, she attended a public workshop at the City Center by the Florida Department of Transportation where the emphasis was on State Road 50 from Bloxam Avenue to 12th Street. Additional public meetings will be held in the future for public input.

CONSENT AGENDA

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

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| Item No. 1 – Meeting Minutes | Consider approval of the March 26, 2019 Council Meeting minutes. |
| Item No. 2 – Surplus Request | Consider approval to declare end of life inventory as surplus from Parks and Recreation Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Resolution No. 2019-12R | Consider approval of the Assignment of Interlocal Agreements between the City of Clermont, Lake County and Lake EMS. |
| Item No. 4 – Grant Agreement and Budget Amendment | Consider grant agreement between the State of Florida Department of Environmental Protection Recreational Trails Program (#T1827) and the City of Clermont – Legacy Loop Trail in the amount of \$200,000 for the Downtown Waterfront District Phase 2 and a budget amendment. |

Council Member Goodgame moved to approve the Consent Agenda; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Ordinance No. 2019-21, *Final*

Deputy City Clerk Zinker read Ordinance No. 2019-21 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to JJ's Waste & Recycling, LLC providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

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City Manager Gray stated the request is for a normal franchise agreement with a garbage collection company.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Goodgame moved to approve Ordinance No. 2019-21; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 6 – Ordinance No. 2019-18, *Introduction*

Deputy City Clerk Zinker read Ordinance No. 2019-18 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present city boundaries; providing for an effective date, severability, recording, and publication.

Council Member Bates moved to introduce Ordinance No. 2019-18; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2019-19, *Transmittal*

Deputy City Clerk Zinker read Ordinance No. 2019-19 aloud by title only.

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.

Planning Manager Kruse presented the applicant's request for a large-scale comprehensive plan amendment on the subject property. The property is approximately 12 acres south of State Road 50. The Senninger manufacturing plant is located adjacent to this parcel to the west. The proposed map amendment will change the future land use from Lake County's Regional Office to the City's Industrial. The City's Industrial Future Land Use allows up to 1.0 Floor Area Ratio. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to the City's Industrial Future Land Use. The Planning and Zoning Commission recommended 6 to 0 for approval.

Major Stacy, 221 Lee Road, Suite 27, represents the applicant and was present for any questions.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Bates moved to transmit Ordinance No. 2019-19; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:04pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date								
Tuesday, April 23, 2019								
Agenda Item Name								
Contract Award								
Requested Action								
Request to approve a piggyback contract number IFB-602347-15/GCM from the Seminole County B.C.C. with R & M Service Solutions, LLC. to provide hydrant and valve installation, repair and maintenance services.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the Seminole County B.C.C. number IFB-602347-15/GCM, to obtain the services of hydrant and valve installation, repair, and maintenance services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1903-010 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 Seminole County B.C.C. contract number IFB-602347-15/GCM. The Seminole 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 \$150,000 which is included in the current year approved budget. Account Code: 41533-54612 41535-54612								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFI 1903-010</td><td>RFI 1903-010.pdf</td></tr><tr><td>2.</td><td>Seminole County Contract</td><td>Seminole County Contract.pdf</td></tr></table>			1.	RFI 1903-010	RFI 1903-010.pdf	2.	Seminole County Contract	Seminole County Contract.pdf
1.	RFI 1903-010	RFI 1903-010.pdf						
2.	Seminole County Contract	Seminole County Contract.pdf						



REQUEST FOR INFORMATION

Intent to Utilize the Seminole County B.C.C. Contract for Hydrant and Valve Installation, Repair, and Maintenance Services

CONTACT INFORMATION:	RFI No. 1903-010	ISSUED DATE: March 27, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 4, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services Department

(b) Company Information: R & M Service Solutions, LLC.

(c) Contract Number and Title: IFB-602347-15/GCM, Hydrant and Valve Installation, Repair, and Maintenance Services

(d) Length of Contract: Contract expires November 22, 2019 with optional one (1) additional one-year renewal.

(e) Product or Service Provided: To provide services of hydrant and valve installation, repair, and maintenance

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.

PURCHASING AND CONTRACTS DIVISION



October 5, 2018

R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413

**Re: Renewal #1 – Term Contract for Hydrant and Valve Installation, Repair,
and Maintenance Services (IFB-602347-15/GCM)**

To Whom It May Concern:

In accordance with the terms and conditions of subject agreement, this agreement may be extended for an additional one (1) year period.

The County has evaluated your performance during the past year and determined to extend the agreement for an additional year effective: **November 23, 2018 through November 22, 2019.**

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis based on the terms and conditions of the agreement.

Appropriate County Departments and Divisions will be notified of this renewal.

If you have any questions or need further assistance, please contact our office.

Sincerely,

Michael Guild
Procurement Technician

cc: Renee Roy, Seminole County Environmental Services
County Comptroller's Office
County Attorney's Office
File

The current contract IFB-602347-15/GCM Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services between your firm, R&M Service Solutions, LLC; and Seminole County is about to expire on 11/22/2018. The contract may be extended for additional terms. The County appreciates your business and at this time, we would like to determine whether your firm is interested in renewing the agreement.

Therefore, in order to evaluate your contract for renewal, please complete the information on the bottom of this letter and indicate any changes, including price reductions, new or additional discounts, etc., you would like to propose.

 X The agreement can be renewed with the same pricing structure, specifications, terms and conditions as the current order.

 Modifications or changes that you like the County to review (please provide backup information for these proposed changes).

 I do not wish to renew the agreement.

If you are in agreement with renewing the current contract, please respond to this e-mail or to pcdadmin@seminolecountyfl.gov. Telephone Number 407-665-7116. Please send the Certificate of Insurance in accordance with the Agreement for the renewal term.

This is the first step of the renewal process. Once the renewal process has been approved and completed, you will receive the renewal letter in a separate email; this e-mail renewal notification will be confirmation that the County has officially renewed the Agreement.

Please let me know if you need any further information.

V/R,

Michael Guild

Michael Guild, Procurement Technician
Resource Management, Purchasing and Contracts Division
1301 E. Second St, Sanford, FL 32771
PH: 407-665-7116 FX: 407-665-7956
Email: mguild@seminolecountyfl.gov
Website: www.seminolecountyfl.gov/purchasing

****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

**TERM CONTRACT FOR HYDRANT AND VALVE
INSTALLATION, REPAIR, AND MAINTENANCE SERVICES
(IFB-602347-15/GCM)**

THIS AGREEMENT is made and entered into this 23rd day of November, 2015, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) **CONTRACTOR** agrees that it will neither take any action nor engage in any conduct that would cause any **COUNTY** employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that **CONTRACTOR** causes or in any way promotes or encourages a **COUNTY** officer, employee or agent to violate Chapter 112, Florida Statutes, **COUNTY** shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that **CONTRACTOR** during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, **CONTRACTOR** must first secure the prior express written approval of **COUNTY**. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, **CONTRACTOR** shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. **CONTRACTOR** agrees to hold harmless and indemnify **COUNTY** and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by **CONTRACTOR**.

Section 17. Insurance.

(a) **General.** **CONTRACTOR** shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business

Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

For CONTRACTOR:

R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

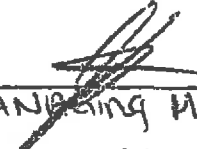
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on
the date below written for execution by COUNTY.

ATTEST:

R&M SERVICE SOLUTIONS, LLC


_____, Secretary

(CORPORATE SEAL)

By: 
_____, Managing Member, President

Date: 11-10-15

SEMINOLE COUNTY, FLORIDA

By: 
_____, RAY HOOPER, Purchasing and
Contracts Manager

Date: 11/23/15



Witness
Gladys Marozos
Print Name



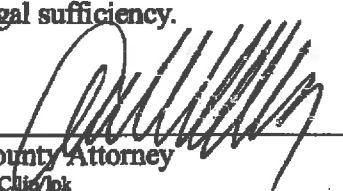
Witness
Jimmy Roberts
Print Name

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of Seminole
County Commissioners at its November 10,
2015, regular meeting.

Approved as to form and
legal sufficiency.

A-1418-15



County Attorney
AEChj/pk
6/30/15 9/23/15
p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc

Attachments:

Exhibit A – Scope of Services and Fee Structure
Exhibit B – Sample Release Order

ORIGINAL

EXHIBIT A

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)		INVITATION FOR BID And Bidder Acknowledgment	
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-865-7110 - Phone 407-865-7956 - Fax gmarrozos@seminolecountyfl.gov		IFB-602347-15/GCM Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services	
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773			
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771			
Proposer Name: R&M Service Solutions, LLC		Federal Employer ID Number: 27-1422665	
Mailing Address: 7258 Westport Place, Suite A		If returning as a "No Submittal", state reason (If so, return only this page):	
City, State, Zip: West Palm Beach, FL 33413			
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____		The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> :  Authorized Signature (Manual) Date	
Email Address: rjackson@r-mservice.net		Typed Name: John R. Rakoczy	
Telephone Number: 877-874-8747		Title: Managing Member	
Fax Number: 813-788-4355		Date: 09-01-2015	

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 4
Price Submittal

IFB-602347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC

Mailing Address: 7256 Westport Place, Suite A

Street Address: 39015 County Road 54

City/State/Zip: Zephyrhills, FL 33542

Phone Number: (877) 847-6747 FAX Number: (813) 788-4355

E-Mail Address: rtjackson@r-mservice.net

Designated Project Manager Information:

Project Manager: Mike George

Project Manager Telephone No.: 352-398-9127 Fax No.: 813-788-4355

E-Mail Address: mgeorge@r-mservice.net

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA	350	\$ 52.87	\$ 18,504.50
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA	1000	\$ 37.50	\$ 37,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA	25	\$ 253.18	\$ 6,329.50
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA	250	\$ 7.38	\$ 1,845.00
A5	Furnish and install reflective road marker	EA	600	\$ 9.10	\$ 4,560.00
A6	Extended Flush Time (15 minute Unit)	EA	250	\$ 37.50	\$ 9,375.00
A7	Bonnet and/or break away flange bolt replacement	EA	25	\$ 49.00	\$ 1,225.00
A8	Upper barrel repair	EA	35	\$ 282.25	\$ 9,878.75
A9	Lower barrel repair	EA	60	\$ 645.00	\$ 32,250.00
A10	Hydrant extension (6")	EA	25	\$ 719.75	\$ 17,993.75
A11	Hydrant extension (12")	EA	20	\$ 783.95	\$ 15,667.00
A12	Hydrant extension (18")	EA	20	\$ 858.90	\$ 17,178.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	10	\$ 4,621.36	\$ 46,213.60
A14	Replace typical bury (48") hydrant and "lie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	10	\$ 4,748.23	\$ 47,482.30
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	15	\$ 5,845.00	\$ 87,675.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	15	\$ 5,646.66	\$ 84,702.90
A16a	With 6" x 8" tee	EA	3	\$ 868.02	\$ 2,604.06
A16b	With 6" x 8" tee	EA	3	\$ 889.14	\$ 2,667.42
A16c	With 6" x 10" tee	EA	2	\$ 1,271.12	\$ 2,542.24
A16d	With 6" x 12" tee	EA	2	\$ 1,750.43	\$ 3,500.86
A16e	With 6" x 14" tee	EA	2	\$ 3,433.93	\$ 6,867.86
A16f	With 6" x 16" tee	EA	1	\$ 3,515.08	\$ 3,515.08
A16g	With 6" x 20" tee	EA	1	\$ 3,069.29	\$ 3,069.29
A16h	With 6" x 24" tee	EA	1	\$ 3,806.99	\$ 3,806.99
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA	25	\$ 5,678.28	\$ 141,957.00
A17a	With 6" x 8" wet tap	EA	2	\$ 1,208.07	\$ 2,416.14
A17b	With 6" x 8" wet tap	EA	2	\$ 1,209.69	\$ 2,419.38
A17c	With 6" x 10" wet tap	EA	2	\$ 1,232.93	\$ 2,465.86
A17d	With 6" x 12" wet tap	EA	2	\$ 1,268.61	\$ 2,537.22
A17e	With 6" x 14" wet tap	EA	2	\$ 1,568.61	\$ 3,137.22
A17f	With 6" x 16" wet tap	EA	2	\$ 1,617.79	\$ 3,235.58
A17g	With 6" x 20" wet tap	EA	2	\$ 1,674.54	\$ 3,349.08
A17h	With 6" x 24" wet tap	EA	2	\$ 1,725.35	\$ 3,450.70
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assembly in isolation valve (includes materials, excavation, backfill and compaction)	EA	10	\$ 2,947.40	\$ 29,474.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF	30	\$ 267.50	\$ 8,025.00
A20	If hydrant set is more than 8' away from centerline of tee (adder per foot)	LF	25	\$ 157.77	\$ 3,944.25
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA	15	\$ 174.35	\$ 2,615.25

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 49.50	\$ 49,500.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 49.50	\$ 37,125.00
B3	Valve maintenance (without GPS location)	EA.	350	\$ 40.00	\$ 14,000.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$ 71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$ 395.45	\$ 39,545.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 559.25	\$ 27,962.50
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 559.25	\$ 27,962.50
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,330.15	\$ 34,952.25
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,188.83	\$ 47,802.45
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,098.62	\$ 61,479.30
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,483.09	\$ 67,246.35
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,211.27	\$ 52,112.70
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 5,630.92	\$ 28,154.60
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 10,164.13	\$ 50,820.65
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 10,100.08	\$ 50,500.40
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 14,146.28	\$ 70,731.30
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 18,220.11	\$ 18,220.11
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,511.75	\$ 75,117.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 7,881.75	\$ 197,043.75
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 8,826.75	\$ 220,668.75
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 10,751.75	\$ 107,517.50
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 13,251.75	\$ 132,517.50

ITEM	DESCRIPTION	UNIT	EST ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B22	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	\$ 160.00	\$ 3,750.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 300.00	\$ 7,500.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 300.00	\$ 7,500.00
B26	Realign valve box to grade in pavement (0' to 4' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,717.50	\$ 25,762.50
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$ 300.00	\$ 7,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 300.00	\$ 7,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 300.00	\$ 7,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 300.00	\$ 3,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 30.00	\$ 45,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 225.00	\$ 33,750.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ²	100	\$ 593.75	\$ 59,375.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 300.00	\$ 75,000.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 443.75	\$ 53,250.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 443.75	\$ 66,562.50
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 443.75	\$ 22,187.50
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 31,800.00	\$ 63,600.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 51,550.00	\$ 103,100.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 150.00	\$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 150.00	\$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 150.00	\$ 37,500.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANGILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 46.06	\$ 2,303.00
E1b	8 inch	LF.	50	\$ 46.39	\$ 2,319.50
E1c	10 inch	LF.	25	\$ 47.24	\$ 1,181.00
E1d	12 inch	LF.	25	\$ 47.88	\$ 1,197.00
E1e	14 inch	LF.	10	\$ 85.90	\$ 859.00
E1f	16 inch	LF.	50	\$ 87.59	\$ 4,379.50
E1g	20 inch	LF.	10	\$ 87.08	\$ 870.80
E1h	24 inch	LF.	10	\$ 85.37	\$ 853.70
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 3,800.00	\$ 19,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 3,800.00	\$ 19,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 4,300.00	\$ 43,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 4,300.00	\$ 43,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 4,800.00	\$ 24,000.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 5,900.00	\$ 29,500.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 6,400.00	\$ 32,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 7,400.00	\$ 37,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 10,600.00	\$ 53,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 13,800.00	\$ 69,000.00

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- **Removal of all remaining spoil, materials and waste**

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 69-11-033995-69C
FEDERAL SALES/USE: 69-74-0013K

Board of County Commissions
Seminole County, Florida
PURCHASE ORDER

ORDER NUMBER:

EXHIBIT " B "

OP

ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING
AND CONTRACTS DIVISION
1181E. 1st STREET - COUNTY SERVICES BLDG, RM. 63206
SANFORD FLORIDA 32771
PHONE (407) 685-7718 / FAX: (407) 685-7881

Sample of Release Order



TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0880
Accts. Payable Inquiries - Phone (407) 685-7881

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatever nature for any and all damages to property of the County or others of whatever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's insurance Certificate. All policies shall name Seminole County as an additional insured.

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-

perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a professional services agreements with Booth, Erin, Straughan & Hiott, Inc. (BESH engineering) for detailed engineering, specifications and construction administration services related to the CDBG grant funded project in the budgeted amount of \$142,730.		
Staff Report		
The Environmental Services Department recommends approval of the above action. In June of 2018, the City Council authorized staff to submit an application for a Community Development Block Grant (CDBG) to the Florida Department of Economic Opportunity. The application was successful and the City of Clermont was awarded a grant in the amount of \$750,000. BESH engineering was retained to provide preliminary work to assist in acquiring the grant and will now provide the details necessary to construct the following improvements: • Replace existing old Asbestos Cement (A.C.) water mains with new PVC water mains • Upsize existing old mains to 12" to increase water flow and improve service • Install new fire hydrants where needed • Provide sidewalks and ADA curb ramps where needed (if funds are available) • Stormwater improvements on a portion of Desoto Street (if funds are available) • Water main replacement to take place along the following streets, Scott, Disston, E. Broome, E. Juniata, E. Desoto, E. Montrose, E. Minneola, Pitt. BESH Engineering is proposing to provide the above services as a part of the City of Clermont's "On-call Professional Services Agreement" which was renewed with the City this past December and has held prices steady since 2014. The contract provides for the engineering and design portion to be \$114,230 and the specifications and construction administration to be \$28,500.		
Additional Analysis		
Fiscal Impact Summary		
The contract award amount of \$142,730 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$102,766.00	41533-66900-38123	\$126,550.00
\$39,964.00	45538-66900-38123	\$49,100.00
Exhibits Attached (copies of original agreements)		
1. CDBG Civil Engineering CDBG Civil Engineering.pdf		

2. CDBG Construction Admin.

CDBG Construction Admin..pdf

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CLERMONT CDBG DISSTON TO SCHOOL ROAD AREA
CLERMONT, FLORIDA, LAKE COUNTY**

Engineer:

Booth, Ern, Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
tmitchell@besandh.com

Client:

James Maiworm
Asst. Director Environmental Services
City of Clermont
3335 Hancock Road
Clermont, Florida 34711
(352) 241-0178 - Phone
(352) 241-0542 - Fax
Jmaiworm@clermontfl.org

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK

Conduct field surveys, Utility Locates, Design and Permitting services for construction of new sidewalks and water line along Disston Avenue, Pitt Street, East Minneola Avenue, East Montrose Street, Desoto Street, East Juanita Street, East Broome Street, Scott Street and School Streets. Project will also include stormwater collection system on East Desoto Street, east of Scott Street to South Bloxam Avenue.

TASK 001 ROUTE SURVEY

Conduct route survey to establish horizontal and vertical control, establish existing right-of-way based on plats, maps, field monumentation and other available information. All surface improvements including, but not limited to, trees, roadway improvements, sidewalks, all surface evidence of utilities, including those flagged or marked by others, storm drainage and sanitary system information affecting the routes will be shown in detail. Topographic coverage will include full right-of-way of the streets in the scope.

FEE: \$55,000.00

TASK 002 UNDERGROUND UTILITY LOCATES (PRECISE LOCATING SERVICES, INC.)

Horizontal position locates of all underground utilities within the corridor of survey outlined in Task 001 above.

FEE: \$15,375.00

TASK 003 CONSTRUCTION PLANS

Prepare final engineering plans to construct a new sidewalk, water line, valves, fire hydrants, services and appurtenances within the corridor describes in Task 001. Design of stormwater collection system along Desoto from Scott east to Bloxam and east of Bloxam approximately 600 feet.

FEE: \$41,355.00

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

TASK 004 PROJECT ADMINISTRATION

Booth, Ern, Straughan & Hiott, Inc. will provide administrative services necessary to coordinate all aspects of the project through design phase. These services shall include project scheduling and meetings with all regulatory agencies.

FEE: \$2,500.00

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

FEE SUMMARY

TASK	AMOUNT
TASK 001	\$ 55,000.00
TASK 002	\$ 15,375.00
TASK 003	\$ 41,355.00
TASK 004	\$ 2,500.00
TOTAL	\$ 114,230.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Geotechnical Investigations
2. Landscape/Irrigation Plans
3. Lighting/Photometric Design
4. Bid Documents & Bidding
5. Construction Administration
6. Reimbursables to be billed based upon direct expense incurred by Booth, Em, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
7. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
8. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

EXHIBIT A

HOURLY RATE SCHEDULE (2014)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Clermont** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2019.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By: Duane K. Booth, P.E.

By: _____

Title: Principal

Title: _____

PROJECT: Clermont CDBG Disston to School Road Area, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: March 20, 2019

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT
FOR
CONSTRUCTION ADMINISTRATION FOR THE
CLERMONT CDBG DISSTON TO SCHOOL ROAD AREA
CLERMONT, FLORIDA, LAKE COUNTY

Engineer:

Booth, Ern, Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
tmitchell@besandh.com

Client:

James Maiworm
Asst. Director Environmental Services
City of Clermont
3335 Hancock Road
Clermont, Florida 34711
(352) 241-0178 - Phone
(352) 241-0542 - Fax
Jmaiworm@clermontfl.org

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

TASK 001 CONSTRUCTION BID DOCUMENTS & BIDDING

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the construction bidding phase.

Services to include preparation of construction contract bid documents and specifications. BESH shall attend bid meetings, coordinate with all qualified bidders during the bid process, and prepare final bid evaluations with recommendations to the Client. BESH shall also prepare final contract documents between the Owner and the Contractors.

FEE: \$3,500.00

TASK 002 CONSTRUCTION ADMINISTRATION

BESH will advise and consult with Owner and act as its representative during construction. BESH will make visits to the site to observe the progress and quality of the executed site work and to determine, in general, if the work is proceeding in accordance with the construction drawings. BESH will review and approve shop drawings, results of tests and inspections, and other data that the contractor is required to submit and attend all water and pressure tests.

Based upon the on-site observations and contractor's as-built information, BESH shall prepare and submit certifications of completions and as-built drawings to the following State and local agencies as required:

- a. City of Clermont
- b. Florida Department of Environmental Protection

FEE: \$25,000.00

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

FEE SUMMARY

TASK	AMOUNT
TASK 001	\$ 3,500.00
TASK 002	\$ 25,000.00
TOTAL	\$ 28,500.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. M.O.T. Plan
2. As-Built Survey
3. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.

EXHIBIT A

HOURLY RATE SCHEDULE (2014)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of City of Clermont ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day time frame. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2019.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By: Duane K. Booth, P.E.

By: _____

Title: Principal

Title: _____

PROJECT: Construction Administration for Clermont CDBG Disston to School Road Area
CLIENT: City of Clermont
DATE: April 1, 2019

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 23, 2019			
Agenda Item Name			
Event and Open Container Request			
Requested Action			
Recommend approval of an open container area at the City of Clermont's 4th of July event at Waterfront Park.			
Staff Report			
The City of Clermont is requesting to have an open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2019 from 5:00 PM to 9:30 PM. The City will be using licensed caterer and bartender Premier Event Services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	July 4 - Open Container Zone	July 4 - Open Container Zone.jpg	

July 4th Proposed Open Container Area

The SL Trail will remain open





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend to approve the Clermont Downtown Partnership's Mega Food Truck event to be held in Downtown Clermont with road closures on June 22, 2019 from 2:00 PM to 11:00 PM.		
Staff Report		
The Clermont Downtown Partnership is requesting to host the Mega Food Truck event in Downtown Clermont on June 22, 2019 from 2:00 PM to 11:00 PM. The organization is requesting to close off roads starting at 2:00 PM until 11:00 PM at the following intersections:-Montrose Street between the front of City Hall and halfway between 8th Street and West Avenue-8th Street from Montrose Street to Minneola Avenue-7th Avenue from Desoto Street to Montrose Street(Please see attached map)		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Mega Food Truck 6-22-19	Mega Food Truck 6-22-19.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 3/20/19
Name of Event Mega Food Truck
Date(s) of Event 6/22/19 Estimated Attendance: 2000
Event Start Time: 4:00 PM Event End Time: 9:00 PM
Before Event Setup Time: 2:00 PM After Event Cleanup Time: 11:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # 59-3749760

Event Contact Sandy Farnsworth Email Sandy@clermontdowntownpartnership.com

Day Phone 352-617-8788 Cell Phone 352-617-8788

Address Po Box 120734 City Clermont State FL Zip 34712

Secondary Contact Erika Shenoff Phone # 908-670-2305

Briefly Describe Event: Food trucks (25), crafters, Band, Kid Zone (Rock Wall + Bounce House)

Location of Event on City Property:

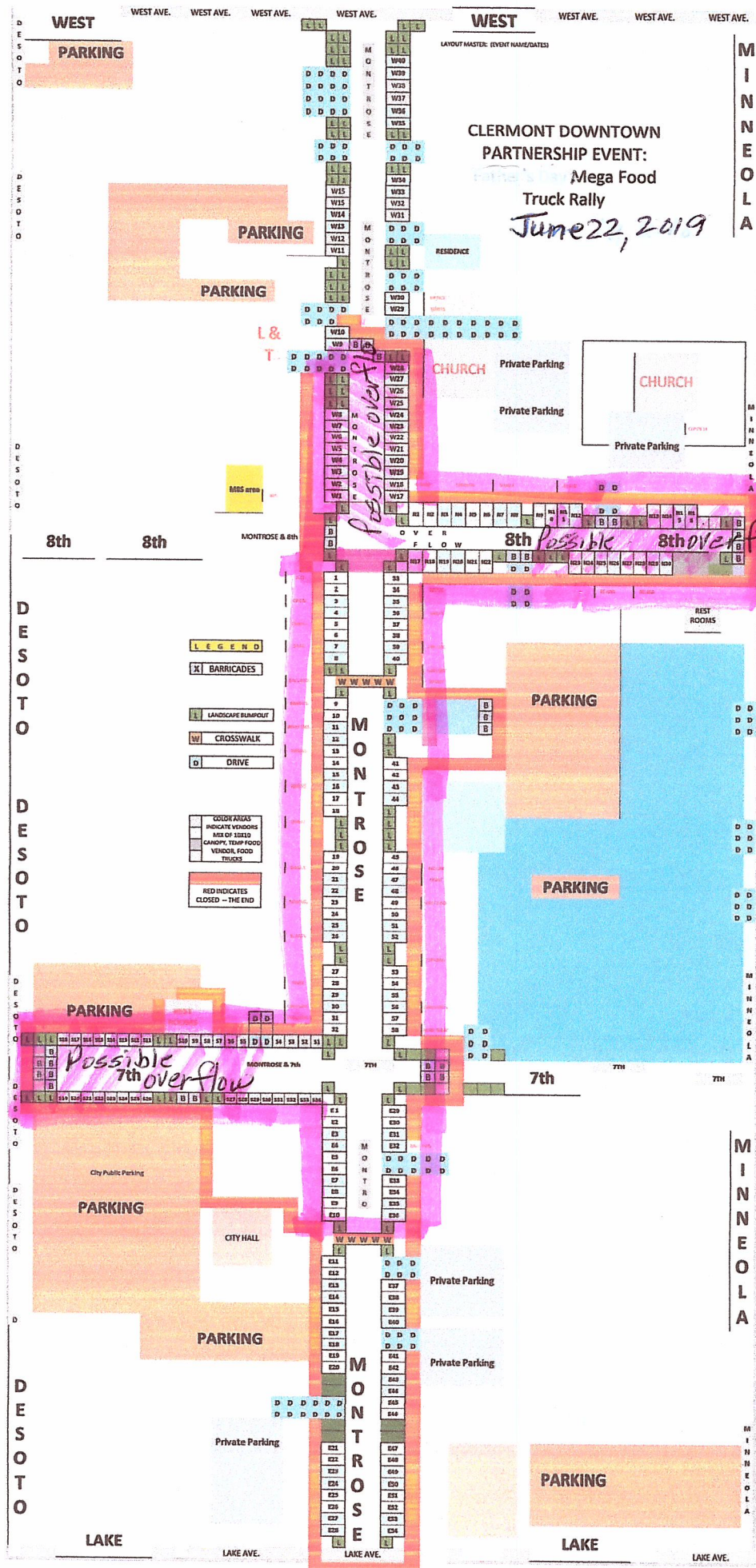
☐ A ☐ B ☐ C ☐ D

☐ Map 1

☒ Map 2

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

Other Location: _____



FACILITY SALES RECEIPT



Receipt # 30760
Payment Date: 03/20/19
Household: 999999998

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

Internal Parks & Recreation
3700 S Hwy 27
Clermont FL 34711

Reservation Details: Downtown, City Hall Park

Reserv. Contact: **Internal Parks & Recreation**
Phone Number: **(352)394-3500**
Reserv. Number: **3533**
Status: **Internal**
Purpose: **Mega Food Truck**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
	Sat 06/22/2019 2:00P to 10:00P	0.00	0.00	0.00	0.00	0.00
Special Questions:	Police Requests: Fire Requests:					

Processed on 03/20/19 @ 3:53 pm by acardarelli

Total New Fees 0.00
Total Due 0.00

Total Fees Paid 0.00
Total Paid 0.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Event and Open Container Request		
Requested Action		
Recommend to approve the Latin American Motorcycle Association (LAMA) to have an open container area for their 3 rd Anniversary event on June 22, 2019 at Waterfront Park.		
Staff Report		
The LAMA is requesting to have a designated open container area at Waterfront Park on June 22, 2019 from 12:00 PM to 5:00 PM for their 3rd Anniversary event. The organization's open container area consists of a fenced in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising its 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Temporary License Lama	Temporary License Lama.pdf	
2. LAMA 3rd Anniversary Celebration 6 22 19	LAMA 3rd Anniversary Celebration 6 22 19.pdf	
3. Layout for LAMA 6-22-19	Layout for LAMA 6-22-19.pdf	



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO

ODP APPLICATION# 151934 FILE # 41773

TEMPORARY LICENSE/PERMIT

EFFECTIVE DATE: 06/22/2019 EXPIRATION DATE: June 22, 2019

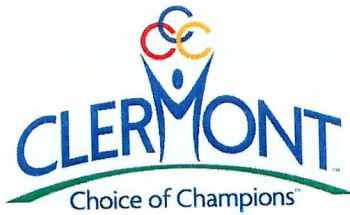
DATE	RECEIPT NBR	FEE	LICENSE NBR	SERIES	CLASS
03/29/2019	180292195	\$25	ODP4500859	ODP	

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

**LAMA CLERMONT 3 ER ANNIVERSARY
LAMA CLERMONT INC
330 3 RD ST
CLERMONT, FL 34711**

CONTROL NUMBER: 22051103

DISPLAY AS REQUIRED BY LAW



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

#4234

Today's Date 9-5-18
Name of Event Clermont LAMA 3rd Anniversary
Date(s) of Event 11-23-2019 Estimated Attendance: 350
Event Start Time: 12pm Event End Time: 5pm
Before Event Setup Time: 7 Am After Event Cleanup Time: 7pm
Name of Organization/Applicant L.A.M.A Clermont

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Carmen Diaz Email cdiaz2259@gmail.com

Day Phone 4076940522 Cell Phone Same

Address 1547 Pin st City Clermont State FL Zip 34711

Secondary Contact Sebastian Sepulveda Phone # 352-396-8875

Briefly Describe Event: Clermont LAMA- 3rd Anniversary
Latin American Motorcycle Association -

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 X 10

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: plug in for Band

Additional permits may be required based on use

Electrical Power Provided: ☐ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No sterilize

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No

Ride Types: ☐ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Band Music

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Latin Cleumont Lama

*11
Carmen Diaz*

Street Address

City

ST

Zip

CELL PHONE:

407-694-0522

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Applicant's Signature

Carmen Diaz

Printed Name

Title

Business Manager

Date

9-5-18

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

Department / Division Routing:

a) Police Department

b) Development Services Dept.

c) Public Works Department

d) Fire Department

e) Parks & Recreation Department

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

FACILITY SALES RECEIPT



Receipt # 20188
Payment Date: 09/06/18
Household: 4234

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

LAMA Clermont
 1547 Pier St
 Clermont FL 34711
 cdiaz2259@gmail.com

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **LAMA Clermont**
 Phone Number: **(407)694-0522**
 Reserv. Number: **2252**
 Status: **Firm**
 Purpose: **LAMA Clermont Anniversary**
 Anticipated Count: **350**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 11/23/2019 7:00A to 7:00P	1,612.00	1,612.00	10.00	10.00	1,602.00
Deposit:	350.00	350.00	350.00	350.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	350.00	1.00	0.00	0.00	350.00
Daily - Resident / Non Profit	1,500.00	1.00	0.00	102.00	1,602.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 09/06/18 @ 10:55 am by acardarelli

Total New Deposit Fees	350.00
Total New Fees	1,510.00
Total New Taxes	102.00
Total Due	1,962.00
Total Deposit Fees Paid	350.00
Total Fees Paid	10.00
Total Paid	360.00
Balance From Receipt	1,602.00

Payment of: 360.00 Made By: Check With Reference: 1102



MAP 1

- 1) GAME AREA
- 2) BIKE PARKING
- 3) VENDORS
- 4) Gated (Closed)
- 5) PARKING



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Event, Open Container, and Road Closure Request		
Requested Action		
Recommend to approve the allowance of the cultural event "Sips & Salsa" event downtown Clermont with street closures and open container allowance.		
Staff Report		
Requesting approval for road closures and times to accommodate all events during "Sips & Salsa" on September 14th in downtown Clermont. All businesses and residents impacted by the closures will be contacted individually prior to the special event. The South Lake Chamber will provide a temporary license to sell beer, wine & spirits from 2:00 PM to 9:30 PM at the event and provide liquor & liability insurance. The Parks and Recreation Department will work with Clermont Police, Fire, and Public Works to ensure that all elements of safety have been accounted for and will be staffed accordingly during the event. Road Closure times will be from 8:00 AM till midnight. Road Closures Requested (Aerial map attached): -7th Street between Minneola Avenue & Desoto Street -Montrose Street between 7th Street & Lake Avenue		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sips & Salsa Map Sips & Salsa Map.pdf		





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 23, 2019	
Agenda Item Name	
Event, Open Container, and Road Closure Request	
Requested Action	
Recommend to approve the allowance of the Clermont Parks & Recreation Department's annual "Light Up Clermont" event in downtown Clermont with street closures and open container allowance.	
Staff Report	
The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont" on December 6th and December 7th in Downtown Clermont. All businesses and residents impacted by the closures will be contacted individually prior to the special event. The Parks and Recreation Department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. The City received complaints during last year's event from an individual regarding parking issues on 10th street and requested that road to be closed. That individual does not reside on 10th Street. City staff hand-delivered letters to every residence on 10th and 11th street in early April notifying residents of the event schedule and road closures. The letter stated that staff wished to hear from residents on any concerns they had along with any negative impact they had experienced during previous Light Up Clermont events. Staff received only one (1) response in which the resident emailed the following: "I reside on Tenth Street. The no parking signs put up last year were a tremendous help with street traffic flow. The year before was total gridlock. I think if similar signs are posted this year there should be no problem with traffic flow on our street. The challenge with the growing population and attendance is access to parking spaces. Good luck with your event." Following this outreach to the residents and feedback, staff is recommending placing additional no parking signs but no road closures. Road Closure Part A Start: December 6, 2019 - 12:00 PM Finish and Reopen: December 7, 2018 - 3:00 PM -Montrose Street between Lake Avenue and West Avenue -8th Street between Montrose Street and Minneola Avenue -7th Street between Montrose Street and West Desoto Street Road Closure Part B (Parade Route with map attached) Start: December 7, 2019 - 9:00 AM Finish and Reopen: December 7, 2019 - 1:00 PM Please note that as the parade participants pass through, parts of the parade route can start to open -3rd Street between Orange Avenue and West Minneola Avenue -West Minneola Avenue between 3rd Street and Lake Avenue	

- Lake Avenue between West Minneola Avenue & Minneola Avenue
- Montrose Street between Lake Avenue & West Avenue
- West Avenue between Montrose Street & West Osceola Street
- West Osceola Street between West Avenue and 3rd Street
- 5th Street between West Osceola Street and the City Parking Lot at the South Lake Trail

The department is also requesting for a City approved licensed catering service to serve and sell beer and wine within the special event grounds on Friday, December 6th from 5:00 PM till 9:30 PM. The licensed catering service would be Premier Event Services.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. LUC Friday Night Bar Locations 2019	LUC Friday Night Bar Locations 2019.pdf	
2. Parade Road Closure Map	Parade Road Closure Map.pdf	



Road Closure Requests

- Montrose Street between Lake Avenue and West Avenue
- 8th Street between Montrose Street and Minneola Avenue
- 7th Street between Montrose Street and West Desoto Street

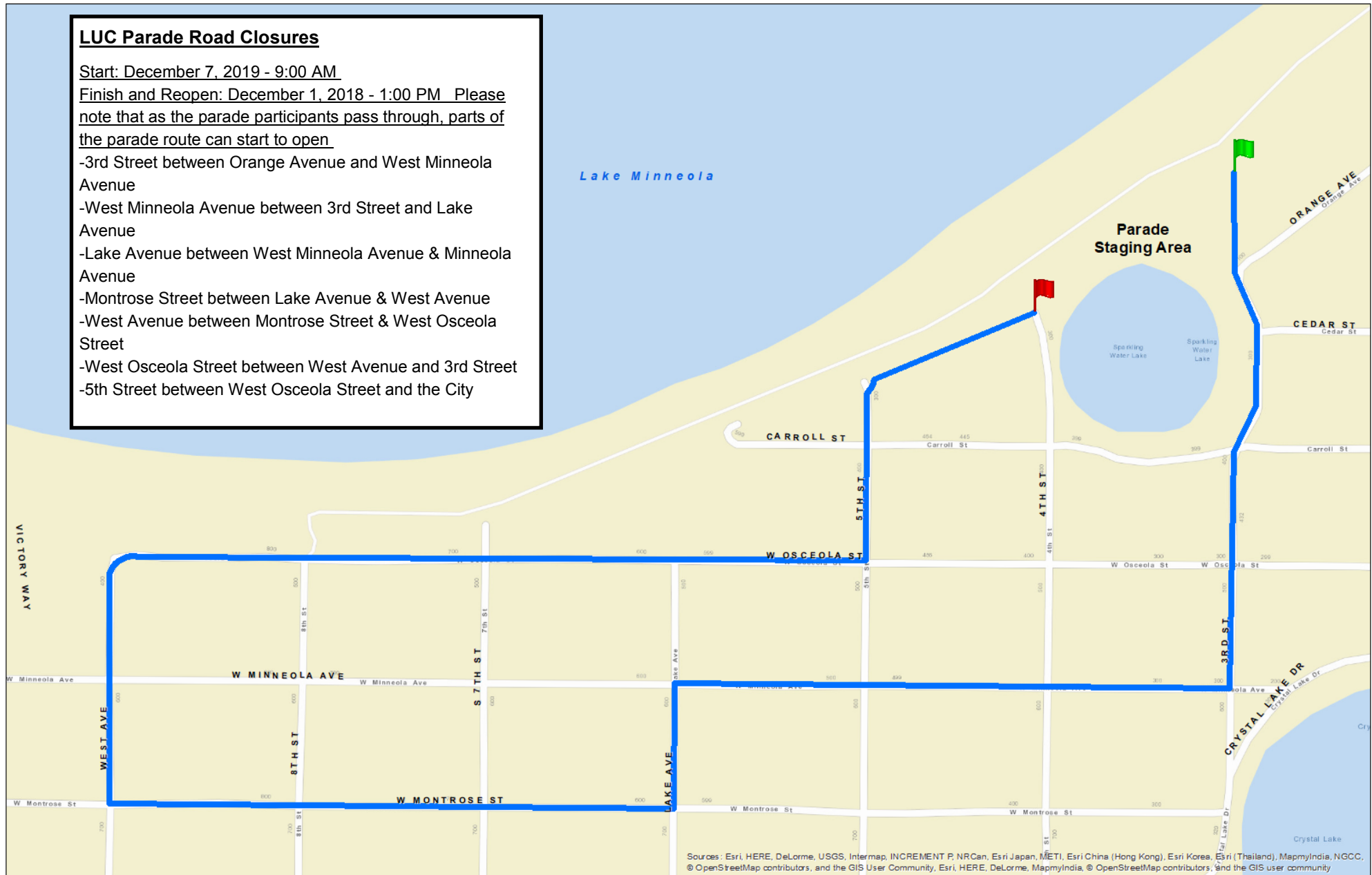
 Location of Bars

LUC Parade Road Closures

Start: December 7, 2019 - 9:00 AM

Finish and Reopen: December 1, 2018 - 1:00 PM Please note that as the parade participants pass through, parts of the parade route can start to open

- 3rd Street between Orange Avenue and West Minneola Avenue
- West Minneola Avenue between 3rd Street and Lake Avenue
- Lake Avenue between West Minneola Avenue & Minneola Avenue
- Montrose Street between Lake Avenue & West Avenue
- West Avenue between Montrose Street & West Osceola Street
- West Osceola Street between West Avenue and 3rd Street
- 5th Street between West Osceola Street and the City





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Resolution No. 2019-01R <i>South Lake Medical Arts, Pad O</i>		
Requested Action		
Request postponement to May 28, 2019.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-01R 881 Oakley Seaver Drive CUP	2019-01R 881 Oakley Seaver Drive CUP.pdf	
2. E-mail of continuance to May 28	FW_ South Lake Medical Arts Center.pdf	
3. Revised Ad Copy City of Clermont	Revised Ad Copy City of Clermont.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION NO. 2016-42) TO ALLOW FOR AN INCREASE OF TOTAL SQUARE FEET FOR THE PROFESSIONAL OFFICE SPACE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 5, 2019 recommended denial of this Conditional Use Permit to allow for an increase to the total square footage for the professional office space, at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
Alternate Key 3877287

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

WHEREAS, the applicant has requested to amend the approved Conditional Use Permit (Resolution No. 2016-42) to allow up to 53,000 square feet of professional office space, and

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 an amendment to a Conditional Use Permit (Resolution 2016-42) to allow up to a maximum 53,000 square feet of professional office space; be granted subject to the following conditions:

SECTION 1. General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan as prepared by the Applicant's Engineer. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Upon approval of the Resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. 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.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. 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.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
11. 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.
12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 2. Land Use

1. The proposed development may contain up to 53,000 square feet of professional office space, and up to 144 multi-family units and a parking structure.
2. The allowable uses shall be those uses indicated within the R-3 Residential/Office zoning district of the City of Clermont Land Development Regulations.

SECTION 3. Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with adopted Florida Department of Transportation and City Codes.
2. Turn lanes shall also be provided based on staff Site Review Committee.
3. Prior to construction and development of the complex, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system.

SECTION 4. Excavation and Grading/Operation Plans

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with the Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site.

SECTION 5. Utilities

The applicant shall submit a detailed utility plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.

SECTION 6. Site Improvements/Landscaping

Onsite landscaping and perimeter landscaping shall be planted in excess of code, to be determined by staff at Site Review Committee.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 7. Architectural Design Standards

Architectural finish and building plans for the development shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed.

The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet, except the parking structure.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and Colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Facade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

The main entryway shall feature no less than three (3) of the following:

1. canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. arches;
7. architectural details such as tile work and moldings which are integrated into the building structure and design;
8. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

Neon tubing shall not be used in building signage. The letters in the signage shall be a primary color.

Lighting:

Light poles shall not be painted in primary colors and they shall be no greater than 25 feet in height.

Miscellaneous:

1. Mobile storage systems; metal shipping containers and trailers, shall be prohibited.
2. Chain link fencing shall be prohibited. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

SECTION 8. Site Specific Conditions

1. Applicant shall install a fence of black aluminum along the western and southern divides between the Lofts and the existing South Lake Medical Arts Center (“SLMAC”).
2. The fence will be a minimum of five feet (5') in height and will be landscaped on the Lofts side with bougainvillea plants with no more than five feet (5') space between plants. The Applicant shall be responsible for maintenance of the bougainvillea plants.
3. Applicant will install a temporary windscreen/silt fence to protect the South Lake Medical Arts Center property from debris;



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

4. Applicant will take commercially reasonable actions to limit the noise and waste from construction during regular business hours. Applicant will operate the Lofts as a "first class" or "Class A" facility with rents consistent with similar Class A apartment facilities at all times, and that the Loft building, parking areas and grounds are secured at all times;
5. Applicant will install and maintain operational security cameras outside of the Loft buildings at all times;
6. Applicant will ensure that the Lofts have gated access through Oakley Seaver entrance;
7. Applicant will comply with City waste requirements at all time, with no variances except to provide trash compactors. If trash compactors are approved by the City as a variance, the trash compactors must be functional at all times;
8. Applicant will maintain the Lofts in good condition with no dead landscaping, chipped or peeling paint, or broken windows;
9. Applicant will not permit Loft residents to leave furniture or other large waste outside of the building for more than one (1) day;
10. The decorative fire gate will be present and functional at all times. Loft residents will not have a clicker or other access through the fire gate.
11. On or before the expiration of sixty (60) days after the issuance of the final certificate of occupancy or equivalent final permit for the multi-family residential project, the applicant shall reseal and restripe the existing parking and drive areas in South Lake Medical Arts Center. The resealing and restriping of the parking and drive areas shall be in accordance with professional standards as required to maintain the appearance and functionality of the parking and drive areas based on the age and condition of the parking and drive areas.
12. In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of February, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

From: [Regina McGruder](#)
To: [Carlie Zinker](#)
Subject: FW: South Lake Medical Arts Center
Date: Friday, April 12, 2019 9:01:34 AM

Carlie:

This is a request from the applicant to postpone the South Lake Medical Arts CUP and Variance Public Hearing from April 23, 2019 to May 28, 2019.

Thanks

From: Jennifer Cotch [mailto:jcotch@cmhlawyers.com]
Sent: Thursday, April 11, 2019 1:01 PM
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: Jimmy Crawford <jcrawford@cmhlawyers.com>; John Schmid <john@schmidconstruction.com>; Regina McGruder <rmcgruder@clermontfl.org>
Subject: South Lake Medical Arts Center

Mr. Henschel,

On behalf of our client, Belgian Capital Fund, LLC, please accept this correspondence as official notice of our intent to request a postponement from the April 23th City Council meeting to the May 28th City Council meeting.

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

Sincerely,

Jennifer

Jennifer M. Cotch
Land Use Planner/Paralegal
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail from your computer, and do not disseminate the contents to any other individual or entity. ***Note to clients: This e-mail may contain privileged information and dissemination to any other person or entity could destroy the privilege. further, this firm stores some or all of its electronic mail in the "cloud." while we take all reasonable measures to protect your electronic data, like any other company we can provide no guarantee against electronic data fraud.***

Replies Filtered: Any incoming reply to this e-mail communication or other e-mail communication

to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Advertising Receipt

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

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10084535
Phone: (352) 241-7331
Date: 01/28/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a l	01/29/2019	02/19/2019	\$170.60

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for amendment to a Conditional Use Permit (Resolution No. 2016-42) to allow for an increase of the total square foot permitted for the professional office, at the following location:

Ad No: 10084535
January 29, 2019 &
February 19, 2019

LOCATION

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard (AK 3877287)

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

This request will be considered by the Planning & Zoning Commission on Tuesday, February 5, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 26, 2019 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	\$170.60
Tax	\$0.00
Sub Total	\$170.60
Prepaid Amount	\$0.00
Balance Due	\$170.60



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Variance Request <i>South Lake Medical Arts, Pad O</i>		
Requested Action		
Request postponement to May 28, 2019.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. E-mail of continuance to May 28 FW_ South Lake Medical Arts Center.pdf 2. Variance Legal AD Variance Legal AD.pdf		

From: [Regina McGruder](#)
To: [Carlie Zinker](#)
Subject: FW: South Lake Medical Arts Center
Date: Friday, April 12, 2019 9:01:34 AM

Carlie:

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Sent: Thursday, April 11, 2019 1:01 PM
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: Jimmy Crawford <jcrawford@cmhlawyers.com>; John Schmid <john@schmidconstruction.com>; Regina McGruder <rmcgruder@clermontfl.org>
Subject: South Lake Medical Arts Center

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

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Fax No. 352-432-8699
www.cmhlawyers.com

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to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Advertising Receipt

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

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10085212
Phone: (352) 241-7331
Date: 02/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	02/19/2019	02/19/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for the following variance: (1) To allow for a reduction of the minimum number of parking spaces as required by the Land Development Code, Section 98-14, at the following location:

LOCATION:

South Lake Medical Arts Center
Southwest Corner of Oakley Seaver
Drive and Citrus Tower Blvd
(Alternate Key: 3877287)

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, February 26, 2019 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

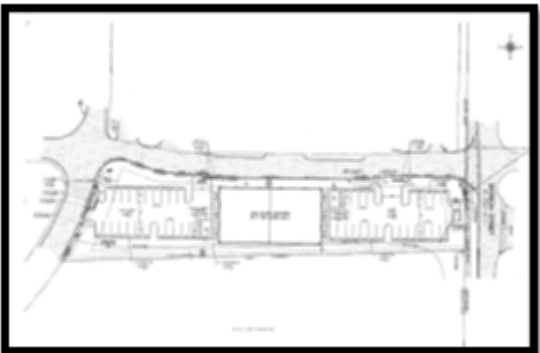
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office,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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10085212
February 19, 2019

Payment Info	
Ad Price	\$101.63
Tax	\$0.00
Sub Total	\$101.63
Prepaid Amount	\$0.00
Balance Due	\$101.63

**AGENDA ITEM**

Meeting Date	
Tuesday, April 23, 2019	
Agenda Item Name	
Resolution No. 2019-11R <i>Abels Academy</i>	
Requested Action	
Recommend approval of Resolution No. 2019-11R.	
Staff Report	
The applicant, is requesting a Conditional Use Permit to allow for a private school facility in the (PUD) Planned Unit Development zoning with C-2 General Commercial permitted uses. The Land Development Code, Section 122-224 allows a private school use with a Conditional Use Permit. The property is currently vacant and located behind the Belk's Plaza, north of Citrus Tower Blvd and south of East Division Street. The applicant would like to construct a 9,100 square foot building for a private school on the 1.12 acre parcel.  The private school, Abels Academy is a center that provides educational and life skills training for autistic children. The school is currently located at the Heritage Square Business Park on Citrus Tower Blvd. The applicant indicated because of a demand for this type of school, construction of a larger facility would allow them to accommodate more students and parents. The proposed location will provide multiple points of ingress and egress, and there are no neighbors that will be directly impacted. The proposed site previously received a Site Plan Approval Permit on March 27, 2018 to allow for construction of a commercial office building. The applicant will be required to resubmit a new site plan for review and approval because of the change of use from office/retail to a private school facility. Staff has reviewed the application as submitted, and finds that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit to allow for a private school facility with the	

conditions contained in Resolution No. 2019-11R.

The Planning and Zoning Commission at their meeting held on April 2, 2019, voted unanimously to recommend approval of Resolution No. 2019-11R.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-11R CUP FINAL	2019-11R CUP FINAL.pdf
2.	Location Map	Location Map.pdf
3.	ZONING MAP	ZONING MAP.pdf
4.	site plan & elevations	site plan & elevations.pdf
5.	Application	Application.pdf
6.	Abels Academy Legal Ad Proof	Abels Academy Legal Ad Proof.pdf



CITY OF CLERMONT
RESOLUTION NO. 2019-11R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PRIVATE SCHOOL IN THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held April 2, 2019 recommended approval of this Conditional Use Permit to allow for a private school in the (PUD) Planned Unit Development zoning district at the following location:

LOCATION:

Vacant parcel behind the Belk's Plaza, north of Citrus Tower Boulevard
and south of East Division Street
(Alternate Key 3838179)

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

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

This application for a Conditional Use Permit to allow for a private school in the Planned Unit Development which allows C-2 General Commercial permitted uses, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the site review committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
RESOLUTION NO. 2019-11R

5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
8. 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.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date 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.
10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. All impact fees must be paid per City standards prior to issuing any Certificate of Occupancy.
12. Should this use cease operation for more than 180 days, a new Conditional Use Permit shall be required for a same or similar operation.
13. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.
14. If, at a future date, noise at the site proves to be a nuisance to the surrounding property owners, the applicant understands and agrees that the City may require additional sound attenuation measures or rescind this Conditional Use Permit.
15. The Applicant shall record in the Public Records of Lake County within 90 days of the 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.



CITY OF CLERMONT
RESOLUTION NO. 2019-11R

SECTION 2. Land Use

1. The property shall be developed in substantial accordance with the Conceptual Plan prepared by Riddle-Newman Engineering dated 12/01/17 (Exhibit A). The project may be developed to allow for a 9,100 square feet private school facility. The property may also be developed with any other C-2 General Commercial permitted uses with compliance to the Clermont Land Development Code.
2. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.
3. Any fencing shall be decorative with a maximum six (6) foot height.
4. No outside public address (public address systems including “bull horns” or similar systems shall not be used unless approved through an amendment to the Conditional Use Permit).
5. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties. All lighting must comply with City Code and regulations.
6. A Traffic Impact Analysis (TIA) shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
7. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plan shall show the location of all proposed buildings, structures, outdoor sports/recreation areas, parking landscaping, modular classrooms as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan.

SECTION 3. Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with City codes.
2. Driveway access aprons must be paved in accordance with City engineering and Site Review Committee approval.

SECTION 4. Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the City of Clermont Architectural Design Standards and Guidelines.



CITY OF CLERMONT
RESOLUTION NO. 2019-11R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of April, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

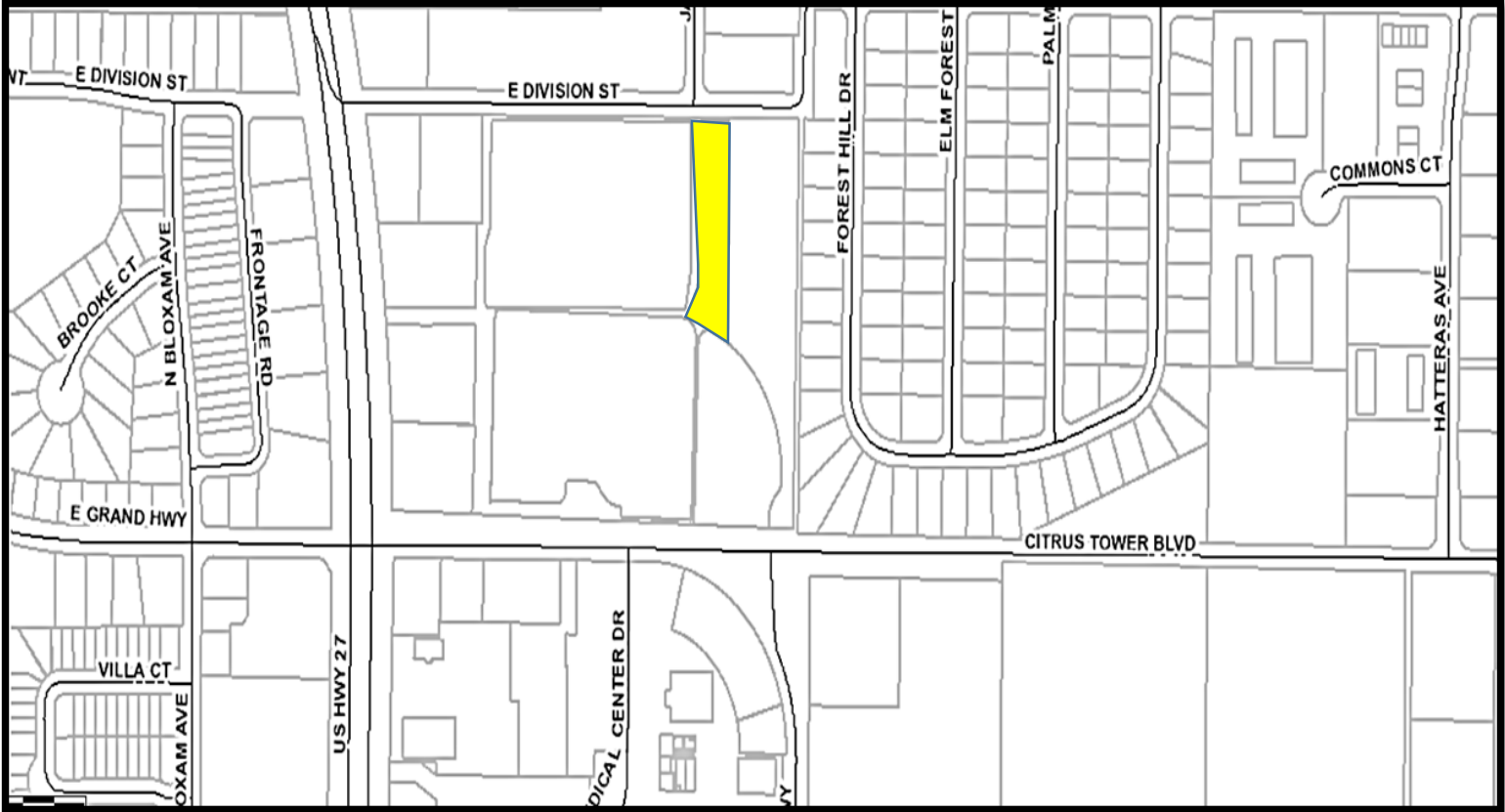
ATTEST:

Tracy Ackroyd Howe, City Clerk

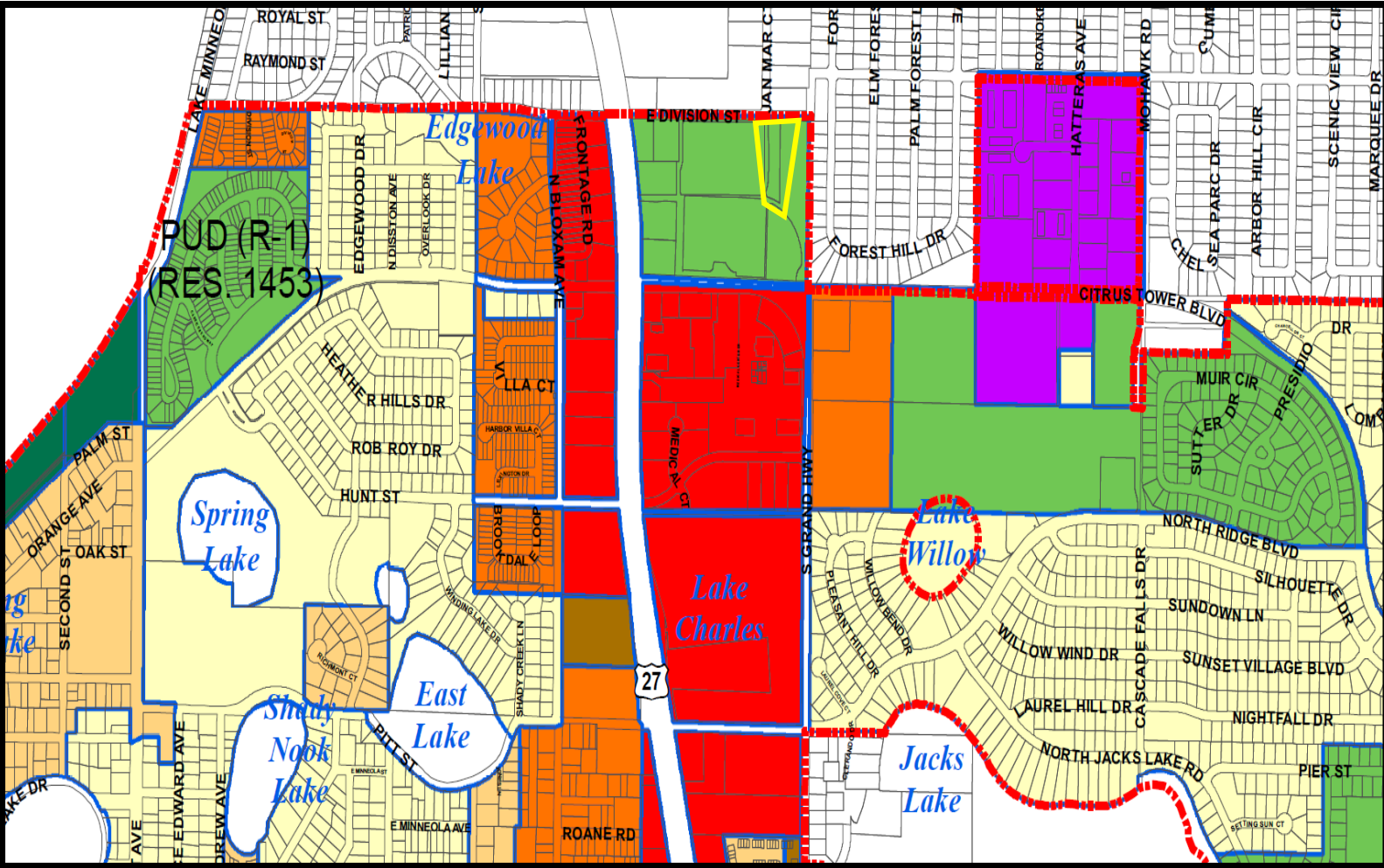
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

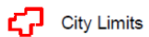
LOCATION MAP



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

C2.1

SHEET NO.

GEOMETRY PLAN

CITRUS TOWER COMPLEX
FLORIDA

DATE 12/1/17
SCALE 1"=20'
DRAWN R.E.H.
CHECKED K.E.R.

FLA. REG. NO. 28800
K.E.H. E. RIDGE, P.E.

DATE 12/1/17
SCALE 1"=20'
DRAWN R.E.H.
CHECKED K.E.R.

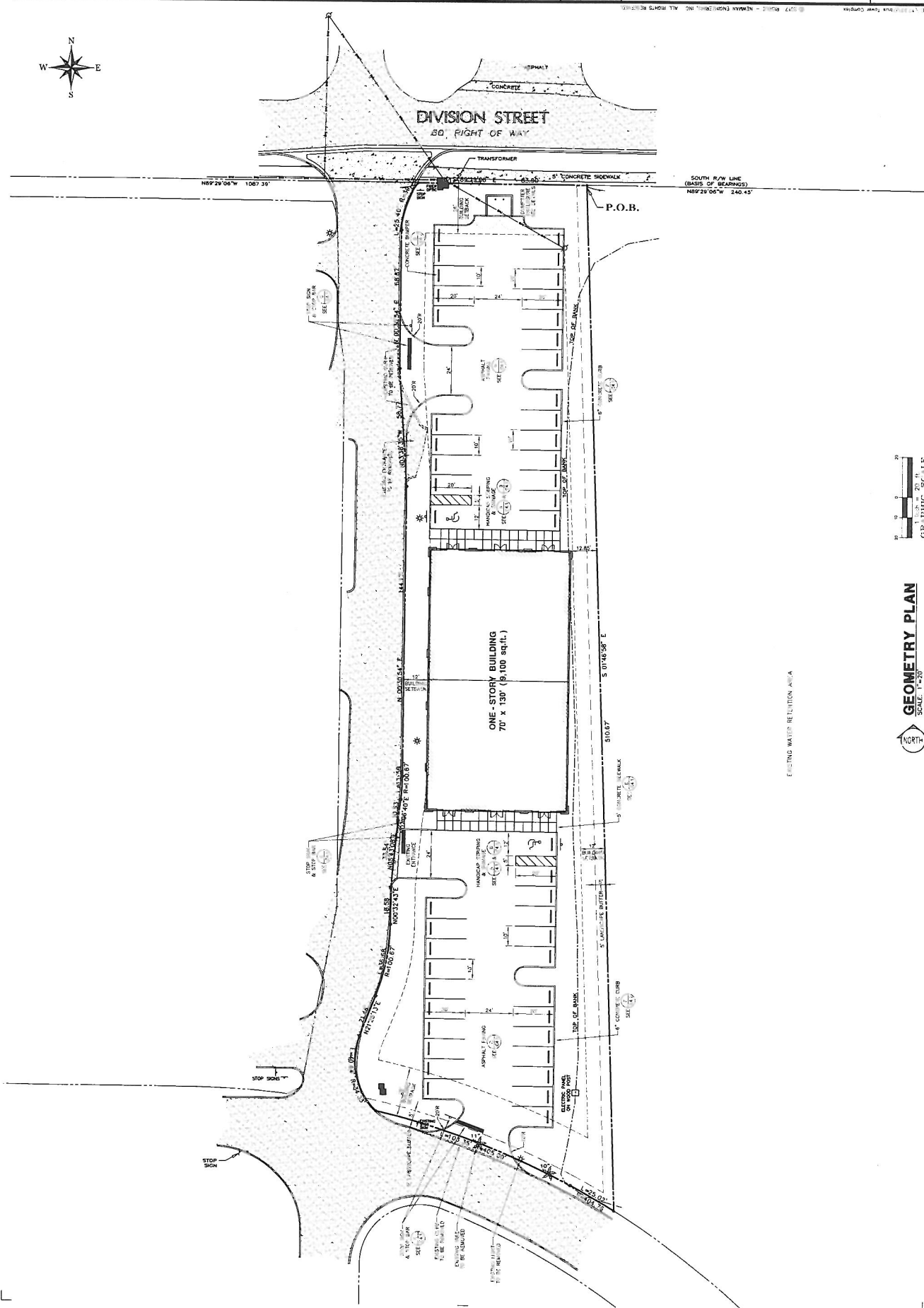
RIDDLE - NEWMAN ENGINEERING, INC.
115 NORTH OAKLAND STREET
LEEWARD, FLORIDA 33748
PHONE (850) 787-7482
FAX (850) 787-7412
CAY 00002883



GEOMETRY PLAN
SCALE 1"=20'



EXISTING WATER RETENTION AREA





NONE EXCEEDS THE MINIMUM

NONE EXCEEDS THE FIFTY

REV	DISPOSITION	DATE
1	IMPLEMENT	
2	DESIGN REVIEW CHANGES	
3	DESIGN REVIEW CHANGES	
4	DESIGN REVIEW CHANGES	
5	DESIGN REVIEW CHANGES	
6	DESIGN REVIEW CHANGES	
7	DESIGN REVIEW CHANGES	
8	DESIGN REVIEW CHANGES	
9		

CBC# 136273

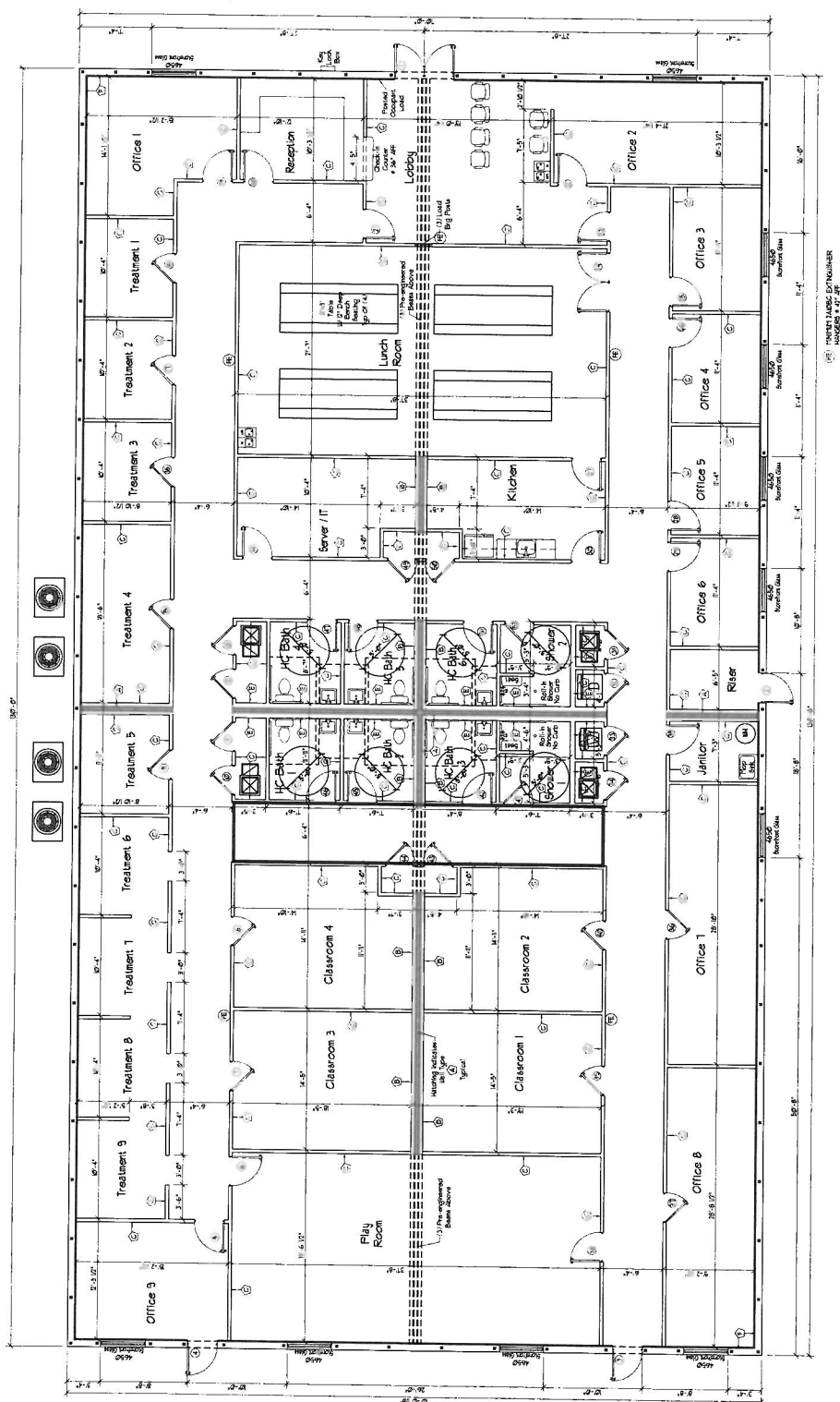
Lake Construction
211 Citrus Tower Blvd
Clermont, Florida 34711
PH: 352-223-0849

NEW BUILDING FOR
Citrus Tower Complex, LLC
Abel's Academy

INTERIOR	9,100
W.C. A.C.	9,110
TOTAL UNDER COST	9,110

DATE: 1-23-19
 BY: J. W. B. dw
 SCALE: AS NOTED
 JOB # 2021

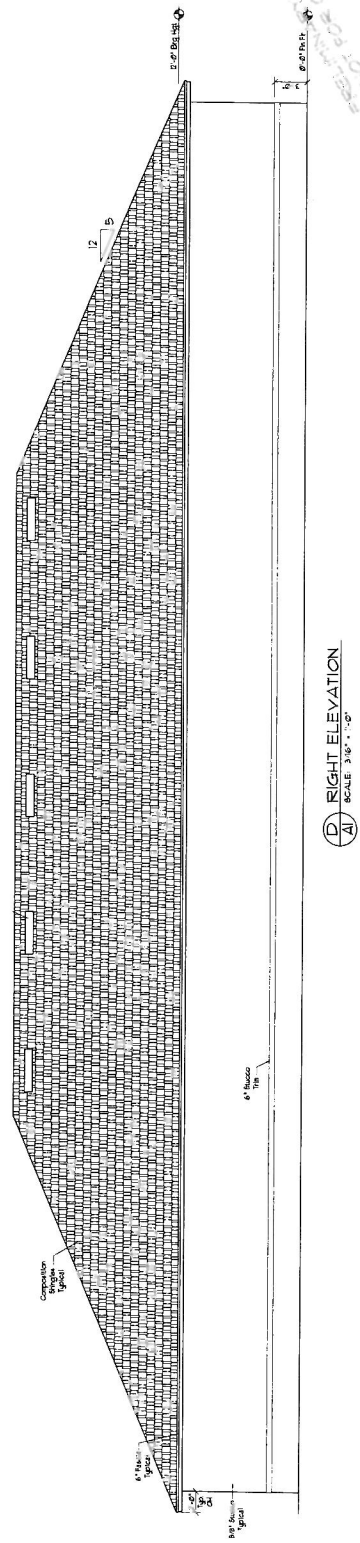
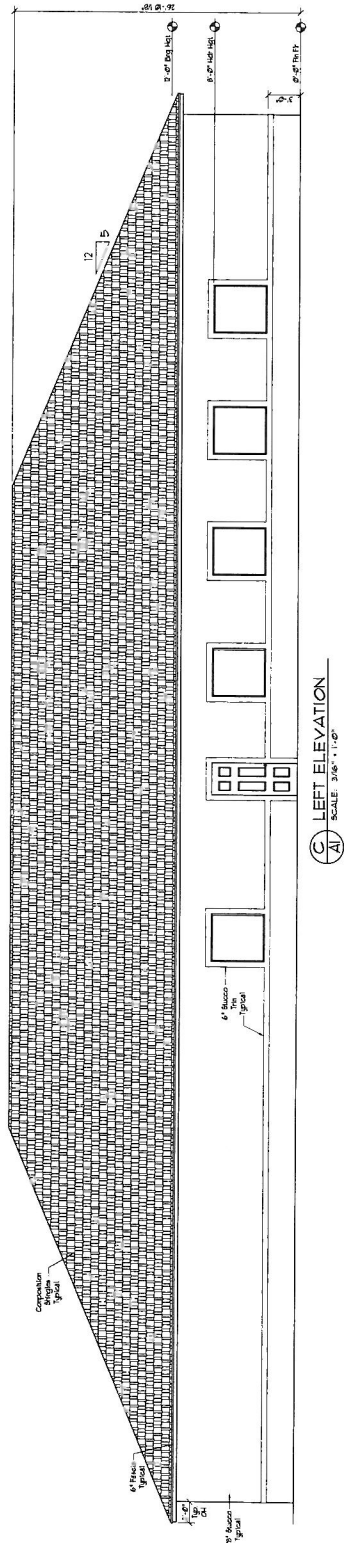
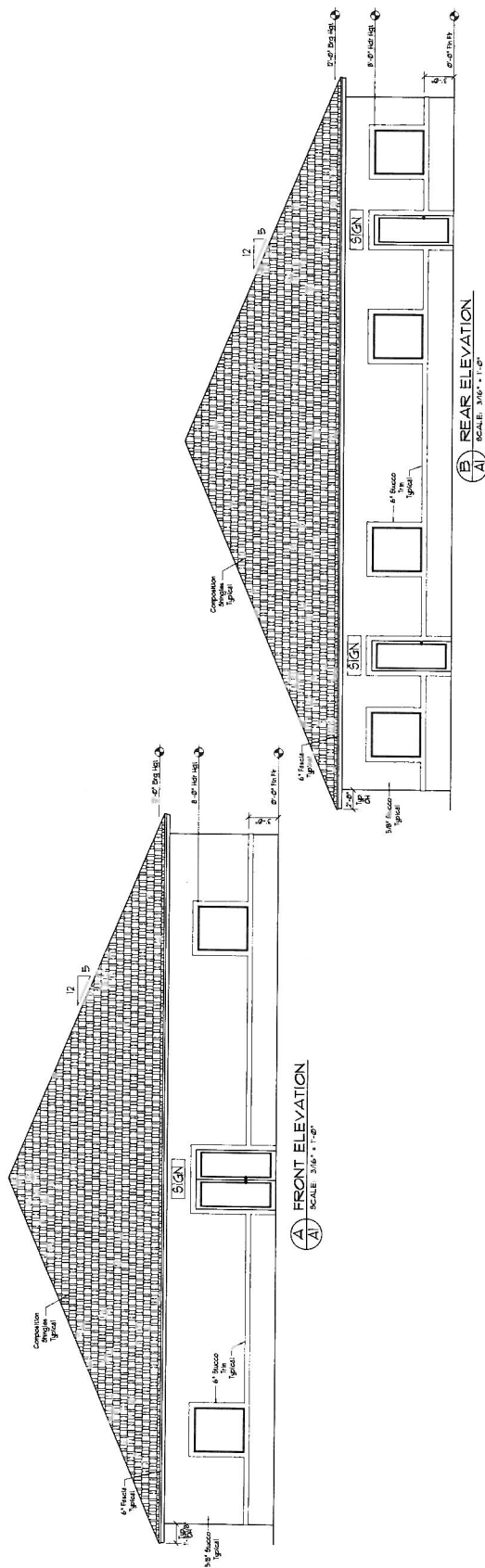
Δ2



A FLOOR PLAN
A2 SCALE: 1/8" = 1'-0"

WALL TYPES

3. 3.0" METAL STUD WALL WITH
IMLATIONS 8" x 8" @ 48" ON
EACH SIDE - FLOOR DECK TO ROOF DECK
4. 24" ROOF STUD 1/2" x 4" BELOW WALL
TOP OF WALL 8' 0"
5. 3.50" METAL STUD WALL
TOP OF WALL 8' 0"
6. 1.5" METAL STUD WALL
TOP OF WALL 3' 0"
7. 3.50" METAL STUD WALL
TOP OF WALL 8' 0"
8. 6" GTU WALL
TOP OF WALL 8' 0"



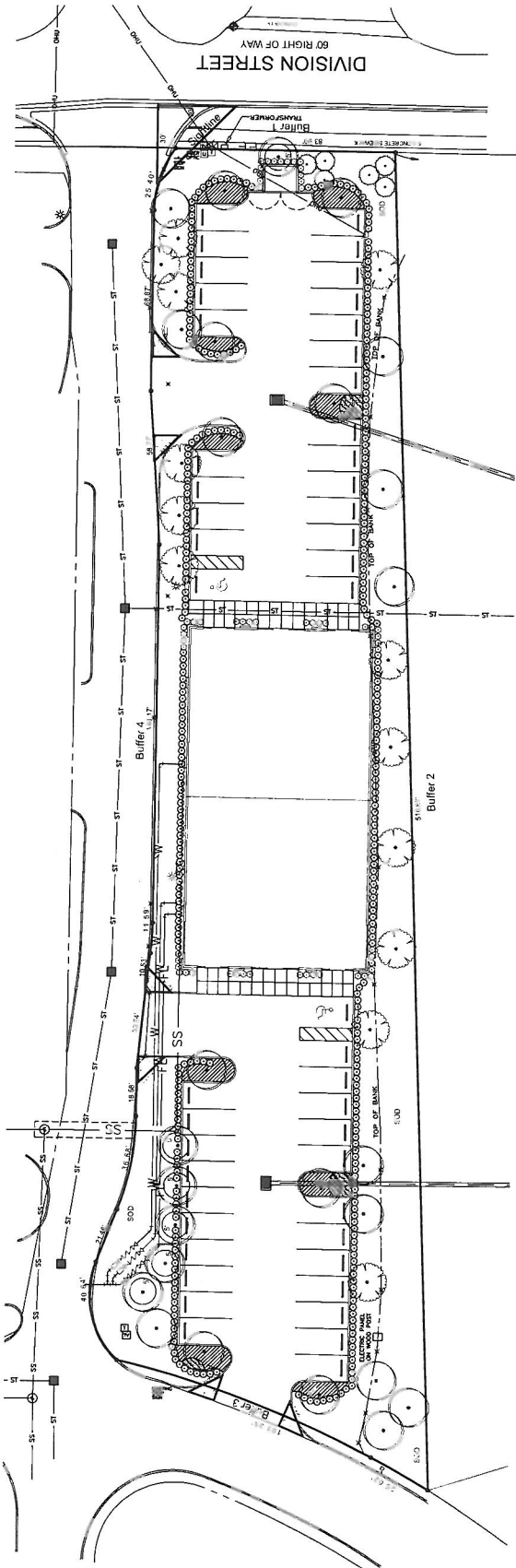


Drawing Number: 1356-04
Scale: 1" = 20'
Date: January 1, 2015
Created by: NAA
Layout: 24"x36"

Citrus Tower Complex

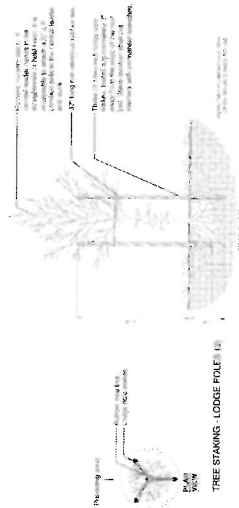
Clermont, Florida

Landscape Plan



LANDSCAPE NOTES

- CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
- ALL PLANTS ARE TO BE FLORIDA #1 OR BETTER
- ALL PLANTS HAVE A LOW/MODERATE DROUGHT TOLERANCE
- AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL UNSCAPED AREAS, INCLUDING A RAIN SENSOR SHUTOFF DEVICE
- GRASSED AREAS MAY BE SODED, PLUGGED, OR SEEDED AND SHALL PROVIDE COMPLETE COVERAGE TO INDUSTRY STANDARDS WITHIN ONE HUNDRED EIGHTY (180) DAYS
- ALL DOUBLE ROW ISLANDS MUST HAVE 300 SQUARE FEET OR MORE AND CONTAIN AT LEAST ONE (1) CANOPY TREE
- ALL DOUBLE ROW ISLANDS MUST HAVE 600 SQUARE FEET OR MORE AND CONTAIN AT LEAST TWO (2) CANOPY TREES
- IRRIGATION SYSTEM WILL BE INSTALLED IN ACCORDANCE WITH FLORIDA 9-01 (S&C) (2)
- NO PLANT MATERIAL SHALL BE INSTALLED WITHIN 3 FEET OF ANY SEWER CLEANOUTS OR WATER METERS.



Seven and a half foot fire hydrant clearance

Five foot clearance from all utilities

PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	13	Southern Magnolia	Magnolia grandiflora	65 gal	3" Cal	12' x 6'	As Shown	Native
	28	Live Oak	Quercus virginiana	65 gal	3" Cal	12' x 6'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	6	Yucca Holly	Ilex vomitoria	30 gal		8' x 4'	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	368	Japanese Privet	Ligustrum japonicum	3 gal	24"	18"	30" OC	Non Native
	58	Podocarpus	Podocarpus macrophyllus	3 gal	24"	18"	30" OC	Non Native
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT			SPACING	REMARKS
	29	Gold Mound Lantana	Lantana canna Gold Mound	1 gal			30" o.c.	Native
	454	Dwarf Confederate Jasmine	Trachelospermum asiaticum	1 gal			18" o.c.	Non Native



CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: March 1, 2019

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Abel's Academy

APPLICANT: Citrus Tower Complex LLC

CONTACT PERSON: Joe Zagame, Jr.

Address: 230 Mohawk Road

City: Clermont State: FL Zip: 34711

Phone: (352) 536-0925 Fax: (352) 242-1960

E-Mail: joe.zagame@prescogroup.com

OWNER: John P Adams and Ann D Adams Family LP

Address: PO Box 1667

City: Winter Haven State: FL Zip: 33882

Phone: (863) 324-4576 Fax: None

Address of Subject Property: Parcel 3, Citrus Tower Village

General Location: Property is located in the back of Citrus Tower Village behind Belk.

Property abuts Division Street to the North.

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

Land Use (City verification required): School

Zoning (City verification required): Commercial



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.

Abel's Academy, a school and life-skills learning center for autistic children, is presently located at Heritage Square Business Park, just down the street from the proposed Citrus Tower Village location. Abel's Academy has outgrown its current space, and would like to relocate into a new facility that is designed for its specific needs. In cooperation with Citrus Tower Complex LLC, Abel's Academy has designed a 9,100 square-foot facility that will be built on Parcel 3, a 1.2-acre outparcel behind Belk in Citrus Tower Village. The location works well because traffic volume is relatively low, there are multiple points of ingress and egress, and there are no neighbors that will be directly impacted. There is an industrial area to the north across Division Street, a large retention pond to the east, the back of Presco Professional Center to the south, and the back of Belk to the west. The site plan is fully permitted. The building plans are ready for permitting pending the outcome of this CUP application.

Joseph Zagame
Applicant Name (print)

Joseph Zagame
Owner Name (print)

X Joseph Zagame
Applicant Name (signature)

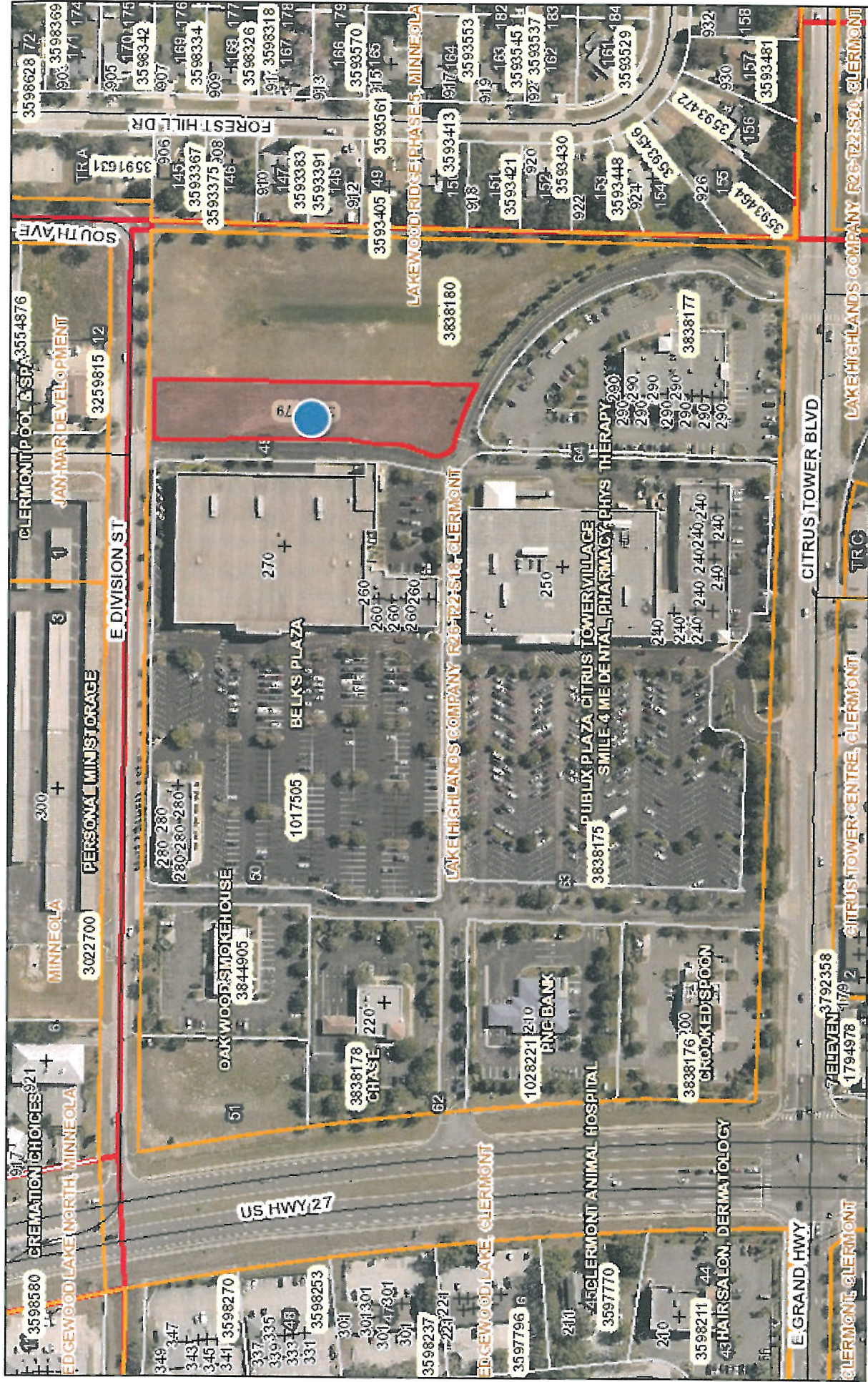
X Joseph Zagame
Owner Name (signature)

***** 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

Abel's Academy



March 1, 2019

- pointLayer Override 1
- polygonLayer Override 1
- County Boundary

- Street Names
- Local Streets
- Subdivision Boundaries
- Subdivision Lot Numbers
- Address Locations
- Property Name



Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10086089
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a l	03/26/2019	04/16/2019	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a private school in the C-2 General Commercial zoning district.

Ad No: 10086089
March 26, 2019 &
April 16, 2019

LOCATION

Vacant parcel behind Belk's Plaza adjacent to stormwater pond.
North of Citrus Tower Blvd, South of E. Division Street and East of US 27.
Vacant land (1.12 +/- acres)
Alternate Key 3838179

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, April 2, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, April 23, 2019 at 6:30pm.

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

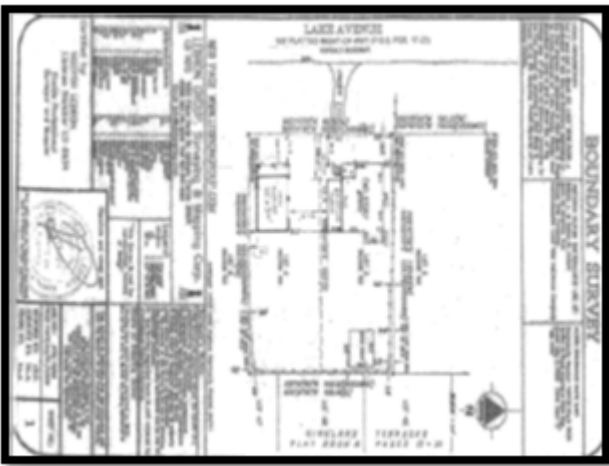
All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC

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

**AGENDA ITEM**

Meeting Date	
Tuesday, April 23, 2019	
Agenda Item Name	
Variance Request <i>Colvin</i>	
Requested Action	
Recommend approval of variance request.	
Staff Report	
The property owner, is requesting the following variances, (1) to allow for a front yard setback less than 25 feet and (2) to allow for a side yard setback less than 7.5 feet instead of requirements by the Land Development Code, Section 122-125 for property located at 1243 Lake Avenue. The property zoning is R-1, Single Family Medium Density Residential and the lot size is approximately 100' x 133' with an existing single family structure built in 1925, prior to the adoption of the zoning codes.  The owner is requesting a variance to allow for construction of a 22' x 30' detached two car garage with the garage doors facing the interior of the lot. The proposed structure will encroach nine (9) foot into the front yard required setback, and will be 16 feet from the property line. The garage will also be five (5) feet from the side yard property line instead of the required 7.5 feet. The applicant purchased the existing older home as built with a 16-foot front yard setback and no garage, the applicant has remodeled the exterior to help improve the neighborhood's property values. In June of 2011, the applicant was approved for a variance to allow a 16 foot front yard setback for a porch addition to the existing home. The variance request will allow the garage to line up with the existing home to create a uniform and consistent lot layout. The proposed garage will be similar in design to match the existing home. The proposed garage will not be out of character with the surrounding properties and is consistent with the intent of the Land Development Code for single family residential zoning district. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application can meet a positive finding. Therefore, staff recommends approval of the variance request to the Land Development Code.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria-Colvin	New 86-174 Review Criteria-Colvin.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Zoning Map	Zoning Map.pdf	
4. plans & drawings	plans & drawings.pdf	
5. photos	photos.pdf	
6. application	app.pdf	
7. PUBLIC HEARING LEGAL AD	PUBLIC HEARING APRIL 23 2019 - 1243 Lake Avenue.pdf	

Colvin - 1243 Lake Avenue Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: Yes, the proposed garage will not impact the enjoyment of adjacent property owners.

Staff comments: The requested variances, (1) to allow for a front yard setback less than 25 feet and (2) to allow for a side yard setback less than 7.5 feet as required by the Land Development Code, Section 122-125. The applicant would like to construct a detached garage that will be in line with the existing home. The garage structure is similar to other structures in the R-1 zoning district and will not be out of character with other properties in the area.

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: Similar property currently share the same setbacks as being requested. The home was built in 1925.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the property. The applicant would like to construct a 60' x 22' detached two car garage, with the doors facing the interior of the lot. The home was constructed in 1925, prior to the adoption of zoning regulations. The existing single family structure front yard setback is 16 feet and the code requires 25 feet. The garage as proposed will have a 16-foot front yard setback to be consistent with the primary structure.

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: Trying to improve property and tax value of property. Variance will allow the garage to line up with the existing home.

Staff comments: The requested variance to the land development code will not further any legitimate city objective, and will allow the applicant to make improvements to the property.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: Yes,

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.

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;

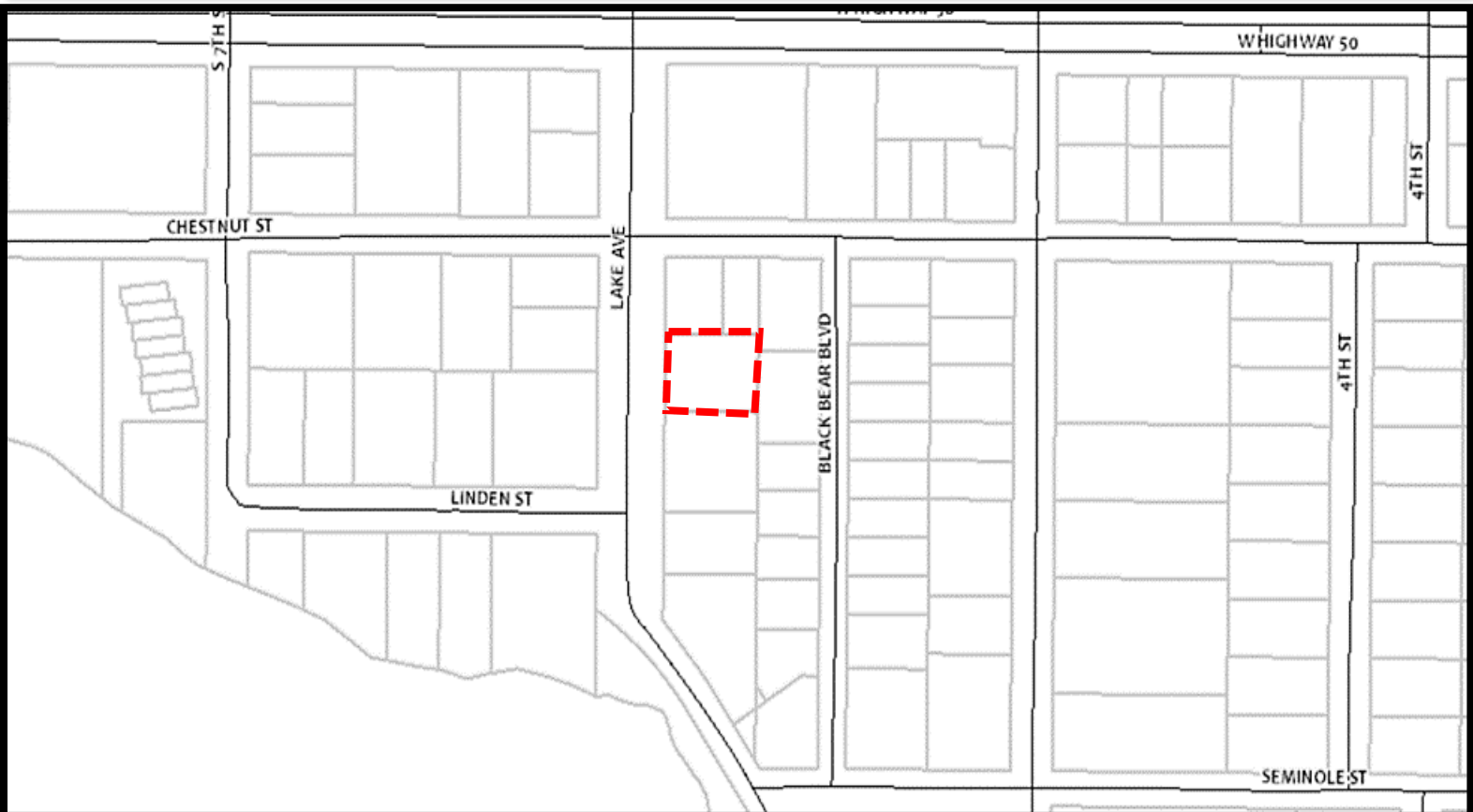
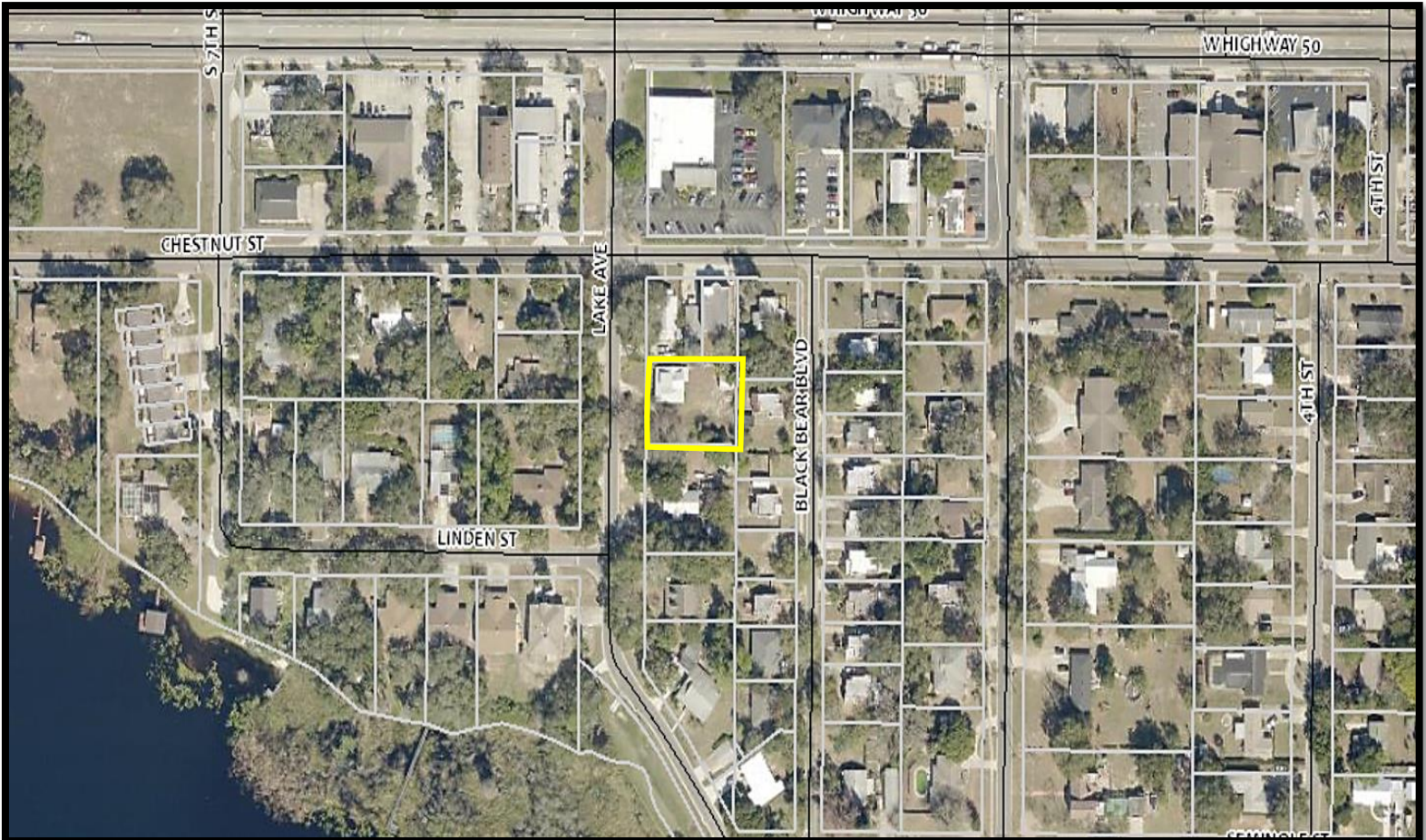
Applicant response: Ample room on property to allow requested variance and granting the variance will not impede on the minimum (5) five-foot fire zone.

Staff comments: The requested variance is the minimum to allow reasonable use of the land. The proposed detached garage will be consistent with other properties in the community and will not be out of character with the surrounding neighborhoods.

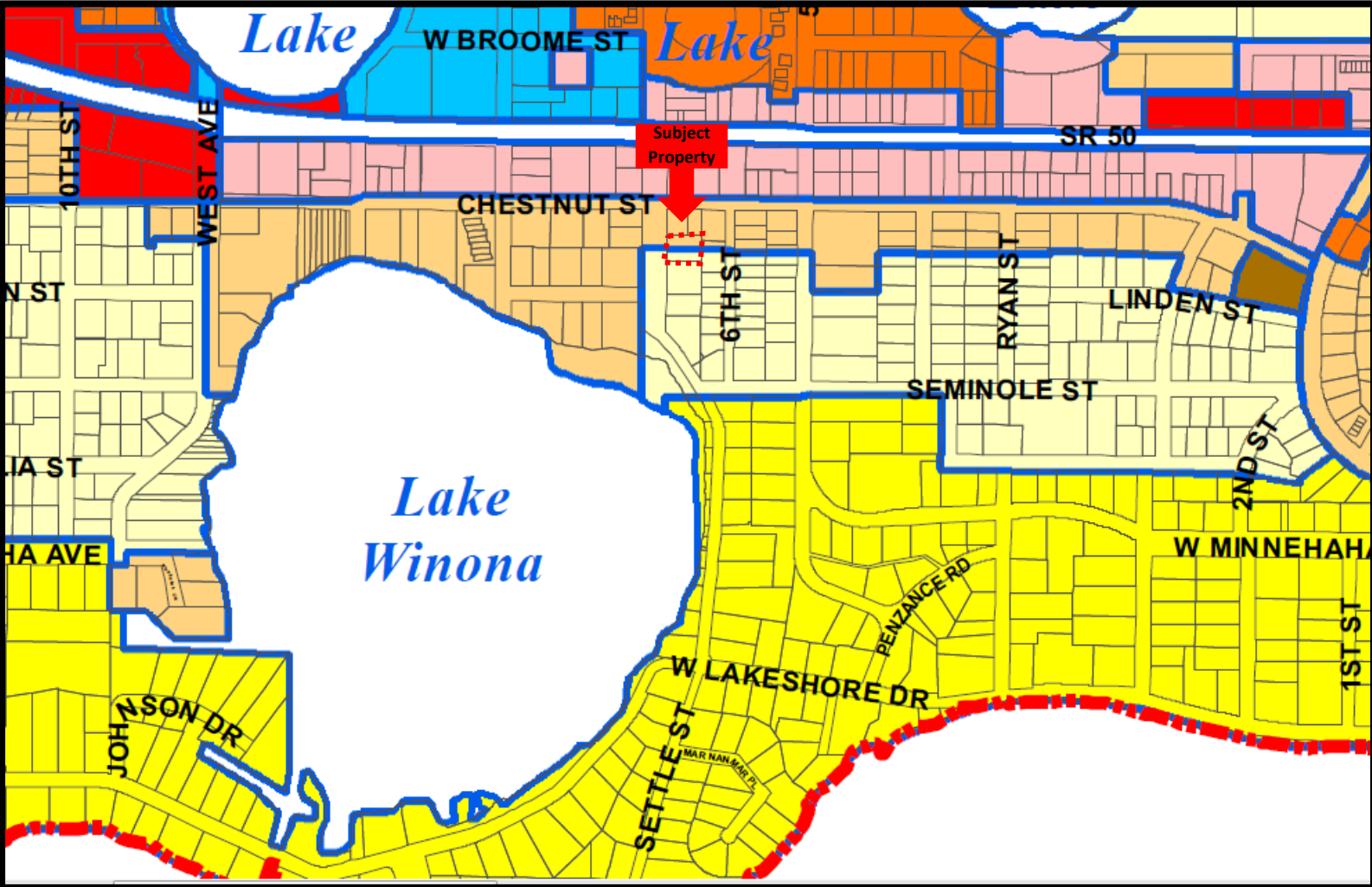
Positive finding

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

LOCATION MAP



Clermont Zoning Map

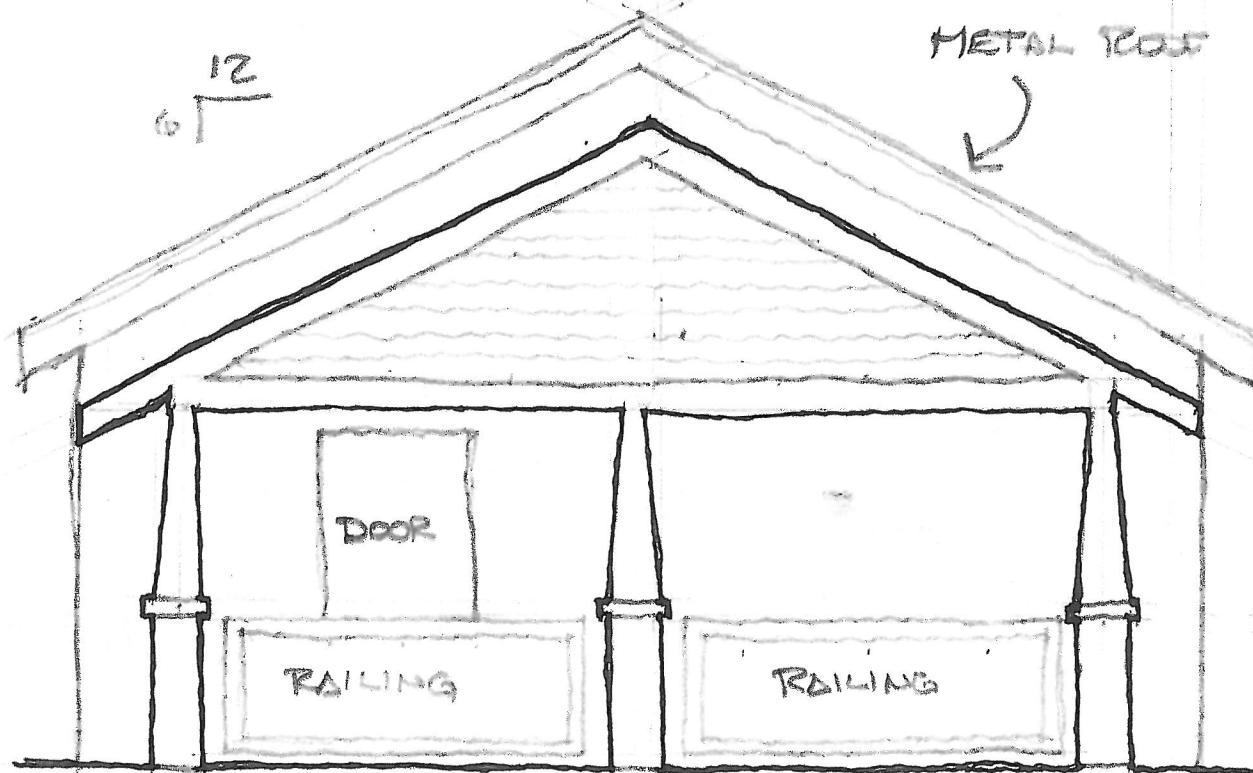


Legend

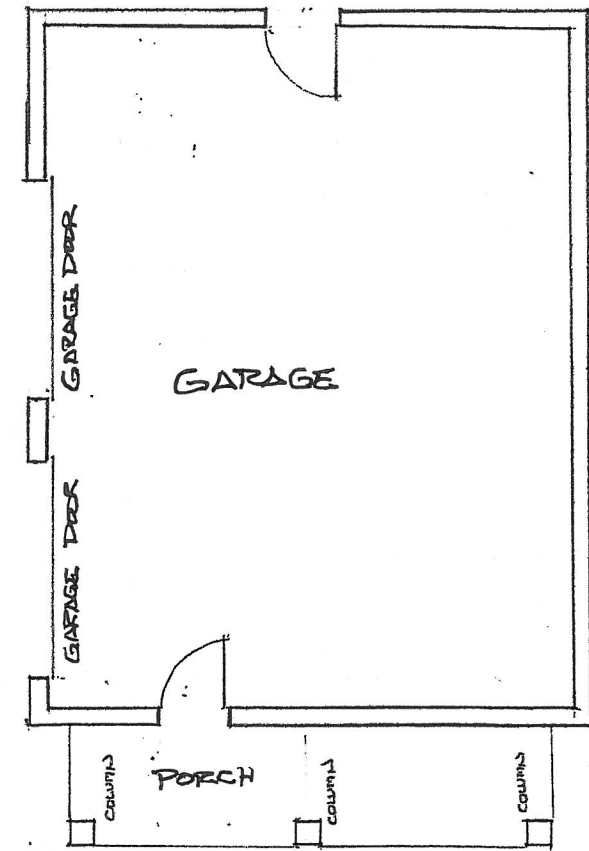
 City Limits

Zoning Designations

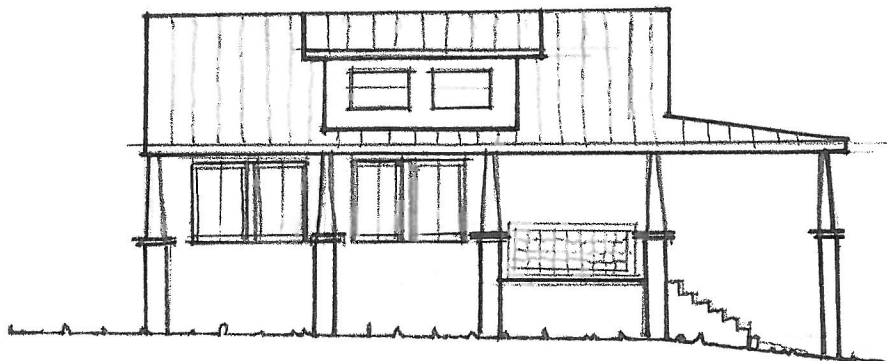
-  UT URBAN TRANSITION DISTRICT
-  UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
-  R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
-  R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
-  R-3 RESIDENTIAL/PROFESSIONAL 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



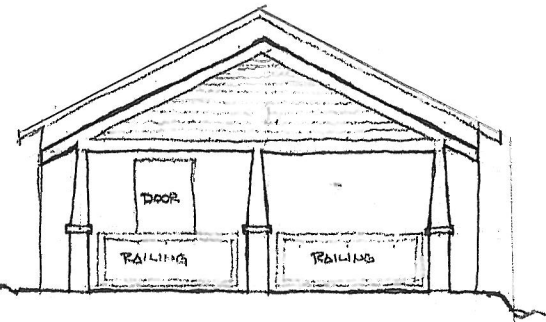
WEST ELEVATION
(LAKE AVENUE)



FLOOR PLAN



LAKE AVENUE ELEVATION

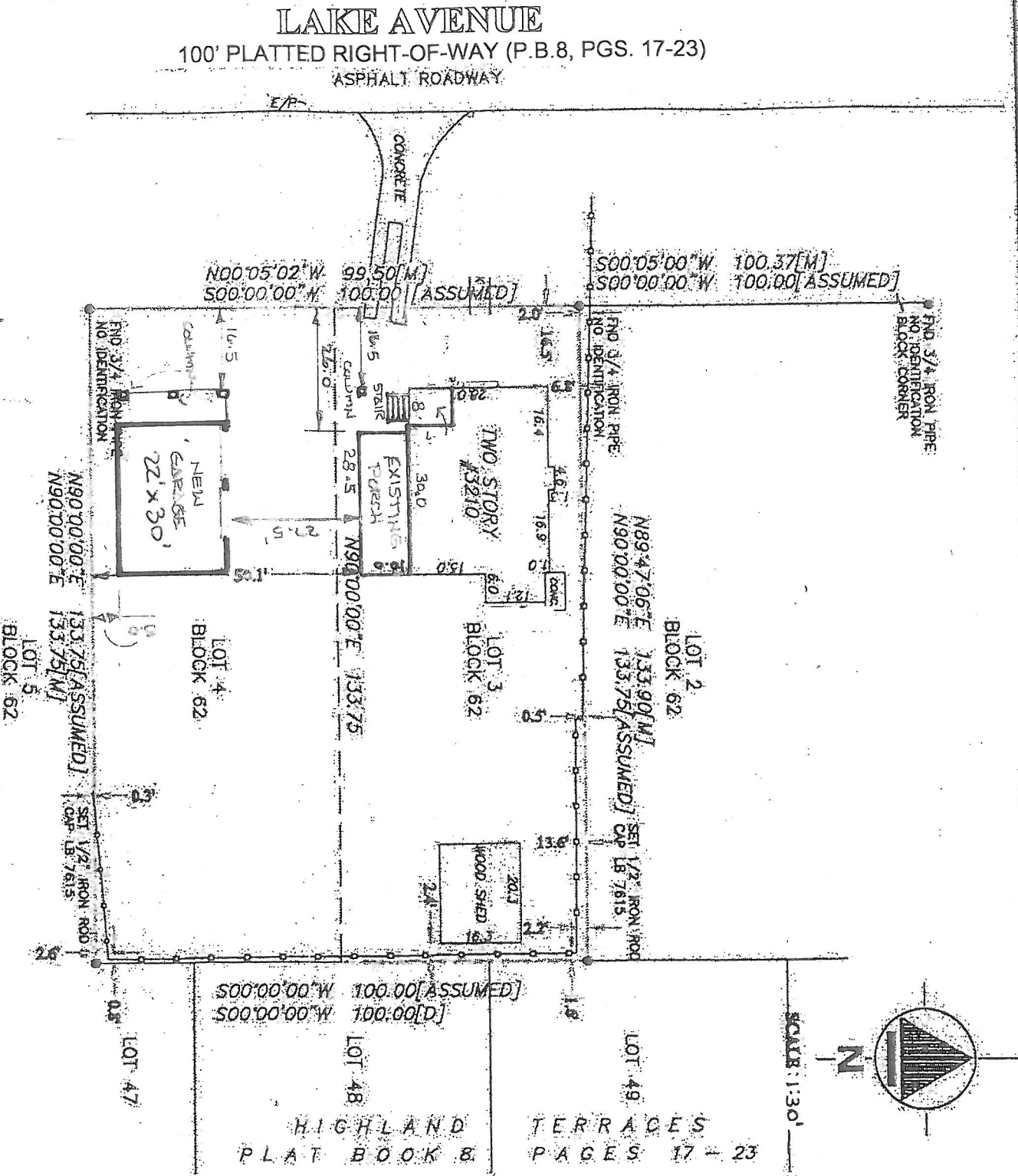


BOUNDARY SURVEY

LEGAL DESCRIPTION:
Lot 3 and Lot 4, Block 62, LAKE NEW PARK, a subdivision in the City of Clermont, according to the Plat thereof, as recorded in Plat Book 2, Page 36, Public Records of Lake County, Florida. Also described as Lots 3 and 4, Block 62, of the Official Map of the City of Clermont, according to the Plat thereof, as recorded in Plat Book 5, Pages 17 to 23, inclusive, Public Records of Lake County, Florida.

CERTIFIED TO/FOR THE EXCLUSIVE USE OF:
William J. & Karen K. Colvin
Bank of America, N.A.
Mortgage Title Company
Commonwealth Land Title Insurance Company

FLOOD INSURANCE RATE MAP:
Community Number: 120133, Panel 0545
Surficial Flood Insurance Rate Map
Dated July 3, 2002 Flood Zone "X"
see note



WEB PAGE WWW.LEBRONGROUP.COM

Address: 1243 Lake Avenue, Clermont, Florida, 34711

LEBRON GROUP, Surveying & Mapping Corp.
LB 7615 1055 Palos Verde Dr, Orlando, Florida 32825
PHONE 407-781-9329 FAX 407-517-4393
Email info@lebrongroup.com

Abbreviations:	Legend:
AC. ACRES	1/4 SECTION
AD. ADJACENT	1/2 SECTION
AL. ALIEN	3/4 SECTION
AN. ANGLE	1/4 SECTION
AP. AREA	1/2 SECTION
AR. AREA	1/4 SECTION
AS. AREA	1/2 SECTION
AT. AREA	1/4 SECTION
AV. AREA	1/2 SECTION
AW. AREA	1/4 SECTION
AX. AREA	1/2 SECTION
AY. AREA	1/4 SECTION
AZ. AREA	1/2 SECTION
BA. AREA	1/4 SECTION
BB. AREA	1/2 SECTION
BC. AREA	1/4 SECTION
BD. AREA	1/2 SECTION
BE. AREA	1/4 SECTION
BF. AREA	1/2 SECTION
BG. AREA	1/4 SECTION
BH. AREA	1/2 SECTION
BI. AREA	1/4 SECTION
BJ. AREA	1/2 SECTION
BK. AREA	1/4 SECTION
BL. AREA	1/2 SECTION
BM. AREA	1/4 SECTION
BN. AREA	1/2 SECTION
BO. AREA	1/4 SECTION
BP. AREA	1/2 SECTION
BQ. AREA	1/4 SECTION
BR. AREA	1/2 SECTION
BS. AREA	1/4 SECTION
BT. AREA	1/2 SECTION
BU. AREA	1/4 SECTION
BV. AREA	1/2 SECTION
BW. AREA	1/4 SECTION
BX. AREA	1/2 SECTION
BY. AREA	1/4 SECTION
BZ. AREA	1/2 SECTION

This Survey is not for construction, fencing or design.

Signature and rolled seal.

Not valid without the signature and rolled seal of a Florida Surveyor and Mapper.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND THE BENEFIT OF THE PARTIES LISTED HEREON.

THE FLOOD DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL FEMA AGENCY SHOULD BE CONTACTED FOR VERIFICATION.

JOB NO: 379-2009
FIELD DATE: 04/01/2009

SHEET NO: 1

REVIEWED BY: J.R.N.
SURVEYED BY: H.L.A.
DRAWN BY: H.L.A.

1

Certified by:
HECTOR LEBRON
License Number LS 6634
Florida Professional
Surveyor and Mapper









CITY OF CLERMONT
VARIANCE
Application

DATE: 03.27.19

FEE: _____

PROJECT NAME (if applicable): N/A

APPLICANT: WILLIAM J. COLVIN

CONTACT PERSON: WILLIAM J. COLVIN

Address: 1243 LAKE AVE

City: CLERMONT State: FL Zip: 34711

Phone: 352.430.9158 Fax: N/A

E-Mail: WMJCOLVIN@EARTHINK.NET

OWNER: (SAME AS CONTACT PERSON)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 1243 LAKE AVE.

General Location: _____

Legal Description (include copy of survey): ALT #: 1713927

Land Use (City verification required): R-1 LOW DENSITY RESIDENTIAL



Zoning (City verification required): 122125

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:

① 7.5' SETBACK FROM SIDE YARD AND

② 25.0' SETBACK FROM RIGHT OF WAY

What are you proposing to do that would require a variance and why? SEE ATTACHED LETTER

How does the Code create a hardship? SEE ATTACHED LETTER

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

Variance requested – subject and code section: _____

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;

YES. THE PROPOSED GARAGE WILL NOT IMPACT OR ENJOYMENT
OF ADJACENT PROPERTY OWNERS.



(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;

YES.

SIMILAR PROPERTIES CURRENTLY SHARE SAME SETBACK AS BEING REQUESTED. PROPERTY WAS BUILT IN 1925.

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;

TRYING TO IMPROVE PROPERTY AND TAX VALUATION OF PROPERTY.
VARIANCE WILL ALLOW IMPROVEMENT TO BE IN SAME PLANE AS
EXISTING HOUSE

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

YES

(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.

YES.

AMPLE ROOM ON PROPERTY TO ALLOW VARIANCE AND GRANTING VARIANCE
WILL NOT IMPEDE ON THE 5' MINIMUM FIRE ZONE.



CITY OF CLERMONT
VARIANCE
Application
Page 4

WILLIAM COLVIN
Applicant Name (print)

X [Signature]
Applicant Name (*signature*)

WILLIAM COLVIN
Owner Name (print)

X [Signature]
Owner Name (*signature*)

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

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

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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

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
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10086666
Phone: (352) 241-7331
Date: 04/08/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	04/16/2019	04/16/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a front yard setback less than 25 feet and (2) to allow for a side yard setback less than 7.5 feet as required by the Land Development Code, Section 122-125 at the following location:

LOCATION
1243 Lake Avenue
(Alternate Key 1713927)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, April 23, 2019 at 6:30 P.M. in the Clermont City Hall, Council Chambers located at 685 West Montrose Street.

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

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

Ad No: 10086666
April 16, 2019

Payment Info	
Ad Price	\$101.63
Tax	\$0.00
Sub Total	\$101.63
Prepaid Amount	\$0.00
Balance Due	\$101.63



CITY OF CLERMONT

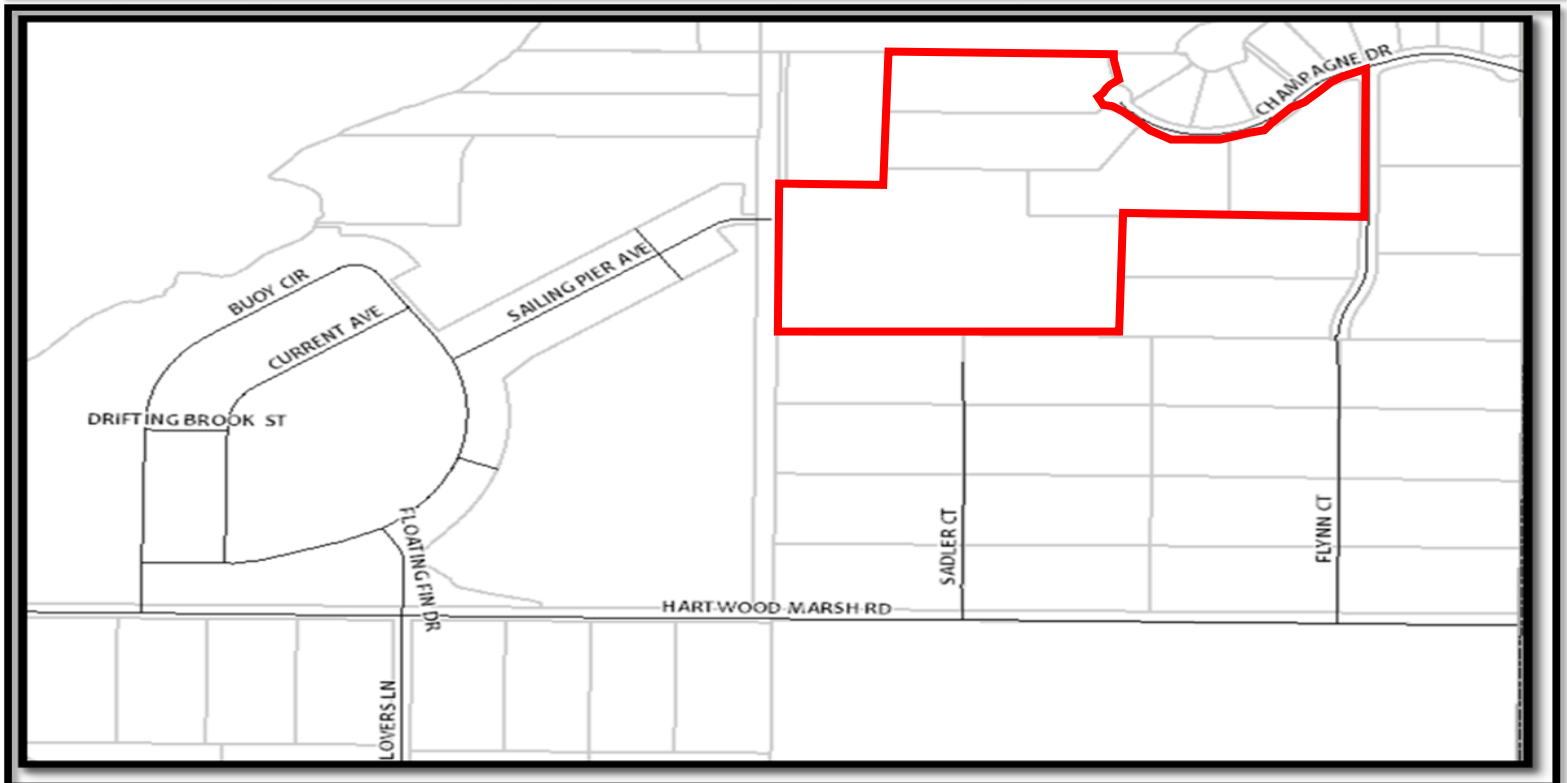
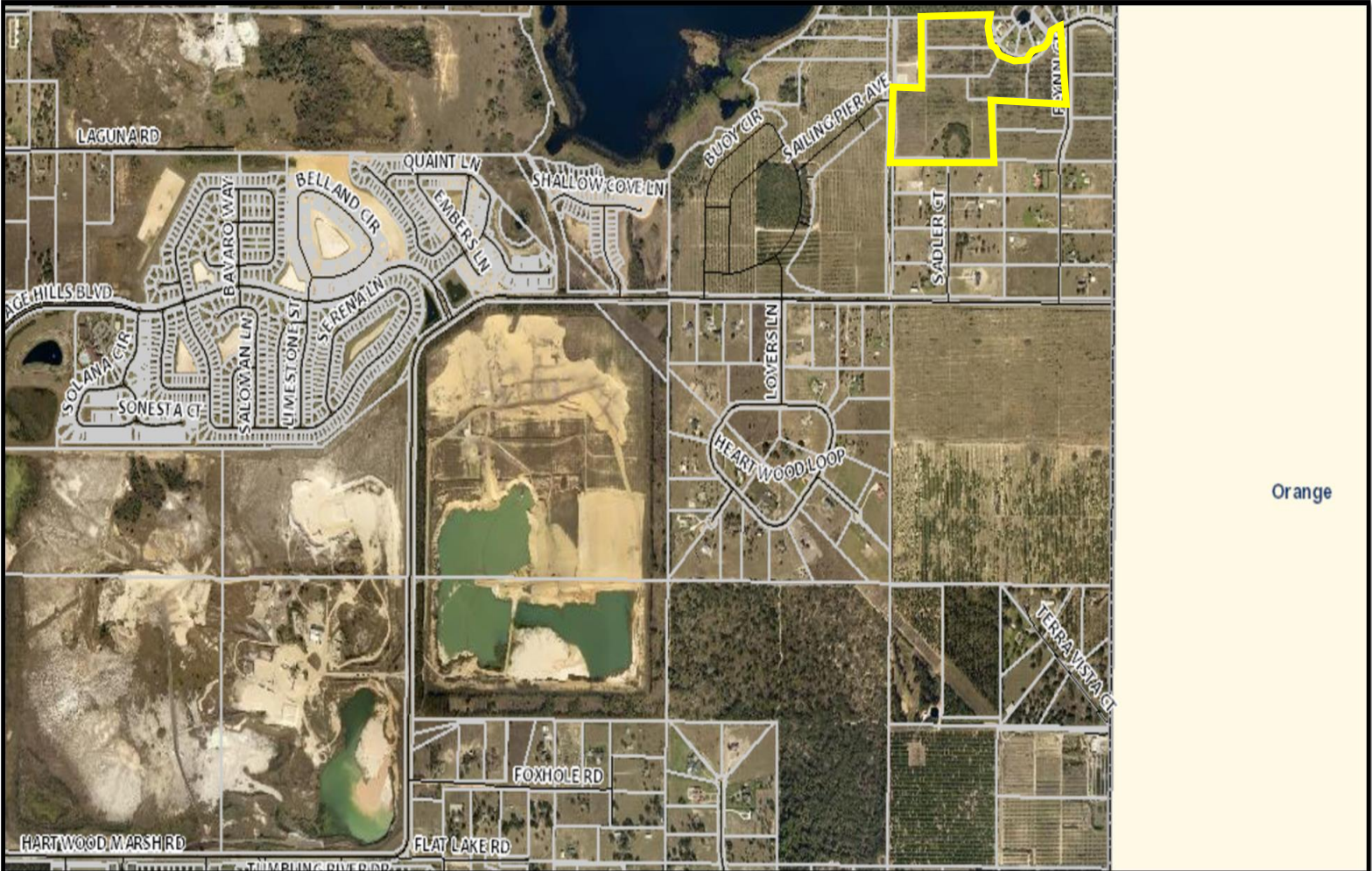
AGENDA ITEM

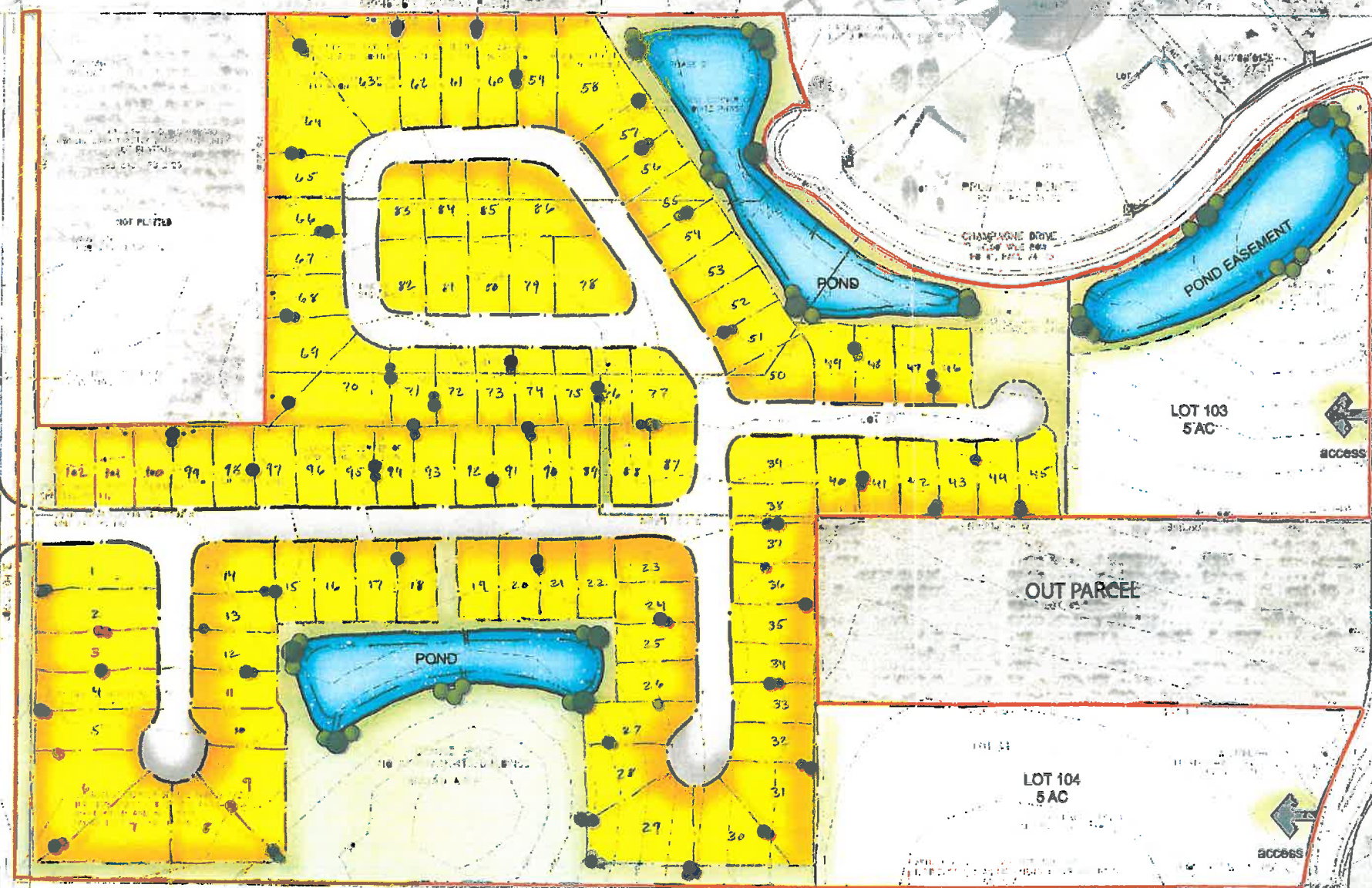
Page 1 of 1

Meeting Date		
Tuesday, April 23, 2019		
Agenda Item Name		
Joint Planning Area Review		
Requested Action		
Staff Report		
Lake County Board of County Commissioners is requesting comments from the City of Clermont regarding the 45 acre residential home development located on the north side of Hartwood Marsh Road, just west of the county line. The applicant, Evergreen Estates/ Chuck Piper has proposed a residential development which will consist of 102 single family dwelling homes not to exceed 2.3 dwelling units per acre. Approval of the development application would include a rezoning of the subject property from Lake County Agriculture (A) Zoning to Lake County Planned Unit Development (PUD). The subject property is within the Lake County Wellness Way Area Plan, and is located within the Clermont Joint Planning Area and ISBA. This proposed residential development proposes to access through the already approved Lakewood Preserve development off of Hartwood Marsh Road. This development is located in the City limits of Clermont. The applicant has applied for Lake County PUD Zoning and can request waivers to and as part of the proceedings, which would waive JPA requirements. Staff has identified items within the PUD that do not meet the JPA requirements. These include: lot sizes- the Clermont JPA requires a minimum 75-ft lot size. The proposed development seeks lot sizes of 60 feet. The ISBA envisions properties such as the subject property at hand, could be annexed into the City of Clermont even if the timing of those lands are not immediately contiguous. The city must consider the quality of place, character and context of development in relation to area assets, transportation access, educational institutions and environment. Staff believes the proposed site lacks these components and is concerned with the accessibility of the development itself. Since the project is not inside the City limits but is accessed through a gated portion of a subdivision inside the City, majority of services, such as sanitation, voting, code enforcement, and other specific public services can cause much confusion to the residents. Staff is requesting your comments and recommendations for this project. These comments will be forwarded to the Lake County Board of County Commissioners.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	New Evergreen Estates Location Map	New Evergreen Estates Location Map.pdf
2.	Evergreen Estates Site Plan	Evergreen Estates Site Plan.pdf

LOCATION MAP





Legend

- Lots
- Ponds
- Greenbelt / Open space

SITE DATA

TOTAL LAND AREA	45 AC
TOTAL UNITS	104 UNITS
PROPOSED DENSITY	2.3 DU/AC
60' X 120' LOTS	102 DU
5 AC LOTS	2 LOTS