



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 25, 2020**

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

Deputy City Manager James Kinzler

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 January 28, 2020
City Council meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end of life inventory
as surplus from Fire, City Manager,
Environmental Services, and Public
Works and dispose of in accordance with
the Purchasing Policy.

Item No. 3 - Cost Share Approval and Budget
Amendment

Consider Cost Share Pricing for the
Artwalk Project Construction, a
Public/Private Partnership with the
Artwalk District LLC and budget
amendment to the CRA fund in the
amount of \$340,000.

Item No. 4 - Interlocal Agreement

Consider agreement between the City of
Clermont, City of Groveland, City of
Minneola and Utilities Inc. of Florida for
water resource alternatives.

Item No. 5 - Piggyback Contract

Consider request to piggyback the City
of Casselberry contract with Granite
Inliner, LLC. to provide sanitary sewer,
manhole, and gravity mains lining in the
estimated annual budgeted amount of
\$400,000.

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| Item No. 6 - Event Request | Consider allowing Easy Events Group Inc. to host "South Lake Fair-Easter Celebration" two-day event at Waterfront Park on April 11 - 12. |
| Item No. 7 - Special Event Request | Consider granting 10 open-air events with a temporary structure for 2020 at the Stormy Hill Harley-Davidson located at 2480 S. Highway 27. |
| Item No. 8 - Event and Open Container Request | Consider allowing Central Florida Dreamplex to host "Illuminate for Inclusion" event at Victory Pointe with open container allowance. |
| Item No. 9 - 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. 10 - Event and Road Closure Request | Consider request by FloDash Events for the "Freedom 5K" in Downtown Clermont on July 4, 2020. |
| Item No. 11 - Resolution No. 2020-08R | Consider an agreement between the City of Clermont and Lake County Rowing Association, Inc., for the management of the Clermont Boat House. |
| Item No. 12 - Resolution No. 2020-09R | Consider Consent Order and Temporary Use Agreement between the City and The Department of Environmental Protection and Board of Trustees of Internal Improvement Trust Fund of The State of Florida for the installation of a rowing course on Lake Minneola. |
| Item No. 13 - Professional Consultant Services Agreement | Consider agreement with Kinz Consulting, LLC to provide general consulting services pertaining to Water, Wastewater, Reclaimed, Stormwater and Master Plan areas in the budgeted amount of \$75,000. |

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UNFINISHED BUSINESS

Item No. 14 - Ordinance No. 2020-09 *Final*
Bloxam Street Office CPA

Consider ordinance to change the future land use from Medium Density Residential to Commercial for property located at 1227 Bloxam Avenue.

Item No. 15 - Ordinance No. 2020-10 *Final*
Bloxam Street Office

Consider rezoning from R-2 Medium Density Residential to R-3 Residential/Professional District for property located at 1227 Bloxam Ave.

NEW BUSINESS

Item No. 16 - Resolution No. 2020-01R
Bloxam Street Office CUP

Consider Conditional Use Permit to allow for a professional office use in the R-3 Residential/Professional zoning district for property located at 1227 Bloxam Ave.

Item No. 17 - Variance Request
Poston 210 2nd Street

Consider request to allow a side yard setback less than the minimum requirements for R-2 Medium Density zoning for property located at the corner of 2nd Street and Orange Ave.

Item No. 18 - Lien Reduction Request

Consider request for lien reduction of property located at 650 Anderson Street.

Item No. 19 - Board Appointment

Consider appointment to the Fire Fighters Pension Board of Trustees.

Item No. 20 - Ordinance No. 2020-18 *Introduction*
MSTU

Consider including the City in the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for one year.

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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 28, 2020

The City Council met in a regular meeting on Tuesday, January 28, 2020 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 Purvis. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Apostle Sonya Thompson gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Recognition of Board Members

Development Services Director Henschel recognized those that served on the Planning and Zoning Board whose term expired in December. Tony Hubbard served from 2015 to 2019; Cuqui Whitehead served from 2007 - 2012 and 2015 – 2019; David Colby has been serving since 2018 and is still on the board; and Julie Santos served from 2018 – 2019. In addition, Mr. Gray recognized Council Member Purvis for serving on the Fire Fighters Pension Board of Trustees for six years from 2013 – 2019.

PUBLIC COMMENTS

Tim Murry, 574 E. Desoto Street, thanked city staff and the Council Members for support of the Martin Luther King, Jr. day celebration to make it a success.

REPORTS

City Manager Gray thanked Tim Murry for coordinating the event. The annual State of the City Address will be Thursday, January 30 with coffee and conversation at 7:30am and the presentation will begin at 8:00am at the City Center. He further reported agenda items 13 and 14 has been withdrawn therefore no action needs to be taken.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Purvis thanked Tim Murry and staff for the Martin Luther King, Jr. day celebration event.

Council Member Brishke attended the Chamber of Commerce breakfast and Tom English spoke on the cancelling of Pig on the Pond in 2020. The dates for next year will be March 5 – 7, 2021.

Council Member Travis – No report.

Mayor Ash reported on Coffee with the Mayor on January 18 and she spoke at the Martin Luther King, Jr. celebration at Waterfront Park and thanked Tim Murry and city staff.

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 come forward at this time.

Item No. 1 – Surplus Request

Consider declaring end of life inventory as surplus from Finance, Information Technology, Development Services, and Police and dispose of in accordance with the Purchasing Policy.

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January 28, 2020

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| Item No. 2 – Board Appointment | Consider Lake County Arts and Cultural Alliance appointment. |
| Item No. 3 – Bid Award | Consider award to Distributor Operations, Inc. d/b/a Interstate Battery System of Mid Florida Coast in the annual estimated budgeted amount of \$23,000 for automotive and truck batteries. |
| Item No. 4 – School Resource Officers Reimbursement Agreement | Consider agreement for officer coverage at schools during the summers of 2019. |
| Item No. 5 – Event and Sign Request | Consider allowing New Beginnings annual Waterfront Dragon Boat event and promotional signs on May 16, 2020. |
| Item No. 6 – Event, Open Container, and Sign | Consider Caribbean American Association of Lake County “Clermont Jerk Festival” event with an open container area and promotional signs on June 13, 2020 at Waterfront Park. |

Council Member Bates moved to approve the consent agenda; seconded by Council Member Purvis. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 7 – Ordinance No. 2019-28, *Final, Vacation Rentals*

City Clerk Howe read Ordinance No. 2019-28 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 122 Zoning, Article V Supplementary Districts, Section 360 Vacation Rental Permit Regulations; providing for codification; severability; effective date; and publication.

Development Services Director Henschel presented the ordinance on short-term vacation rentals. City staff has drafted an ordinance for short-term rentals. This is a staff initiated Ordinance 2019-28 relating to short term vacation rentals; amending Chapter 122, Zoning Codes to provide standards and regulations for a Vacation Rental Permit Program. The City of Clermont currently does not have any regulations concerning short-term rentals. The proposed Ordinance will provide regulations and conditions for a Vacation Rental Permit Program to allow short-term vacation rentals for a non-occupied residential home with proper management and compliance with permit requirements. The Planning and Zoning Commission recommended approval 5 to 0.

Mayor Ash opened the public hearing.

Dorothy Schneider, 3563 Chessington Street, Past President of Kings Ridge, expressed concern regarding the state and applauded the effort to have these regulations in place.

Charlene Forth, 939 W. Desoto Street, objected to 30 days.

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Dennis Hanks, 7862 W. Irlo Bronson Highway, Kissimmee. He was present on behalf of the Florida Vacation Rental Management Association in support of vacation rentals around the State of Florida. The association is pro regulation. He expressed concern regarding home sharing and 30-day maximum duration. Home sharing is not a licensed activity by the state and the duration standard is less than six months. In addition, commented on life safety and recommended DBPR license under registration. There are 400 listing sites for vacation rentals.

Alexa Michna, 1434 Main Street, Leesburg. She is an active member of Real Estate Investors. She expressed opposition on a few rules and requested simplification for both sides.

Mr. Vincent Geraci 250 W. Lake Mary Blvd., Sanford. He is a member of the Central Florida Realty in Marion County. He expressed concern with redundant regulations proposed. The list of items in the proposed regulations will hinder small businesses from bringing more tourism improvements to the community.

Mayor Ash closed the public hearing.

Council Member Bates asked how this applies to the bill in the House right now. City Attorney Mantzaris stated if Senate Bill 1128 passes, we would have to revisit this. It does have a preemption provision that would preempt items in this ordinance.

Council Member Bates suggested tabling this ordinance until the Legislative session ends.

Council Member Brishke would like to move forward with the ordinance.

Council Member Purvis stated he is not in favor of short-term rentals in residential neighborhoods. He expressed support for the ordinance and suggested adopting with a 1-year sunset provision to review in the event nothing happens at State Legislature this year.

Mayor Ash objected to a one-year sunset provision.

Council Member Travis noted number 3 is incorrect. Legally short term is 6 months or less; Number 5 the application fee of \$350 is too much and recommended \$150; Number 7 commented on DBPR registration.

Council asked how staff came up with the \$350 amount.

Development Services Director Henschel stated it was an average amount based on what other municipalities charge in the area.

Council Member Travis expressed concern about the amount.

City Attorney Mantzaris commented once this becomes effective, notices would be sent out requiring individuals to put in a permit that is good for a year. The Council could put something in place and hold off on the permitting piece until the Legislature makes a decision. Florida Statute Chapter 83 governs a lease longer than 30 days. Furthermore, he clarified this does not apply to those doing a 6 month lease.

Council Member Purvis asked for clarification on the law stating that any Homeowner Association that has filed on or before 2006 restricting short-term rental would not be impacted.

City Attorney Mantzaris confirmed this ordinance does not supersede any Homeowners Association covenants.

City Manager Gray remarked the Council can bring this back after the Legislature finishes and would have more information.

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Council Member Brishke likes the content and expressed concern about the permit fee.

City Attorney Mantzaris suggested revising the language to say fee as adopted by Resolution of the City Council. City Manager Gray stated staff could bring that back in a Resolution.

Council Member Brishke moved to approve as amended to adopt fee by Resolution of the City Council; seconded by Council Member Purvis. The motion passed 5 to 0 on a roll call vote.

Item No. 8 – Ordinance No. 2020-03, *Introduction, CarMax Annexation*

City Clerk Howe read Ordinance No. 2020-03 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. 2020-03; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 9 – Ordinance No. 2020-04, *Transmittal, CarMax Comprehensive Plan Amendment*

City Clerk Howe read Ordinance No. 2020-04 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 and Zoning Manager Kruse presented the transmittal. The City is requesting approval of a large-scale comprehensive plan amendment transmittal to the State to change the future land use from Lake County Urban High Density and Regional Commercial to Clermont Commercial designation. The City is requesting annexation of the subject property as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to annex was executed on August 13, 2019. The property is currently in final site plan approval with Lake County and is receiving water and sewer services from the City. The property is located east of County Road 455 and north of State Road 50, adjacent to the East Town Center Publix Plaza. The property is approximately 19.8 +/- acres; and will be developed as an auto dealership, CarMax. The City will annex the property as approved with Lake County. The property will be rezoned from Lake County Planned Unit Development to Clermont Planned Unit Development zoning classification. Staff recommends approval of the Comprehensive Plan Amendment transmittal with Ordinance 2020-04. Staff recommends approval. The Planning and Zoning Commission recommended unanimously for approval, 7-0.

Jimmy Crawford, Attorney was present on behalf of the owner and applicant. He requested to not be annexed until the site plan is approved.

City Manager Gray noted it would take 60 days for the state to review. We are reviewing this project at the same time as the County. They will have to comply with city standards. It will be heard together.

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

Council Member Purvis clarified their site plan will conform to Clermont requirements.

Council Member Bates moved to approve for transmittal; seconded by Council Member Purvis. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2020-11, *Final, Advent Health*

City Clerk Howe read Ordinance No. 2020-11 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Planning and Zoning Manager Kruse presented the request by Advent Health. The owner, Adventist Health System/Sunbelt, Inc., is requesting a rezoning from C-2 General Commercial to a Planned Unit Development for a Medical Health Park Campus on 10.97 +/- acres. The parcel is located southeast of the intersection of State Road 50 and Citrus Tower Boulevard. The property is the former Don Mealey Chevrolet Dealership and the applicant intends to remove all existing structures and redevelop the site.

The applicant has provided a Planned Unit Development Plan - C100 showing the proposed layout of the site. The project will consist of two primary buildings, an off-site emergency department (OSED) and a medical office building. The off-site emergency department building will be approximately 18,500 square feet and the medical office building will be approximately 36,500 square feet. The total square footage of all the buildings collectively will not exceed 57,500 square feet. This includes an additional 5 percent from city staff to allow for minor changes in the building design in case changes are required for final site engineering. The off-site emergency department will have 24 beds. The facility will be staffed with doctors, nurses, and other medical personnel. The site plan shows that parking for the project will be 30 percent more than required by the City's Land Development Regulations. All required setbacks and landscape buffers will be developed according to the Land Development Codes. The site, as proposed, indicates no waivers to the Land Development Code are being requested to redevelop the site. The PUD request is for a building size greater than 20,000 square feet and the Off Site Emergency Department (OSED), which is similar to a hospital use.

The owner previously submitted plans for a similar project on the adjacent parcel that included several waivers to the Land Development Code. The owner has shifted the project to the current site to eliminate any waivers to the code.

Staff has reviewed the request as submitted and finds the proposal does meet the intent of Section 122-315, Review Criteria for a PUD. There is a mixture of commercial and office uses, including medical facilities similar to the one being proposed, within a half-mile of the project location. The site has access to an arterial roadway, State Road 50, and accessible through a major collector, Citrus Tower Boulevard, which are major transportation facilities. The City's Traffic Engineering Consultant has reviewed a recent traffic impact analysis provided by the owner and the review indicated while the project may contribute to the existing deficiencies along the roadway network, the project is not expected to create any new deficiencies.

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Public utilities are accessible and available, and the City can provide all services. The proposed use does not require school concurrency and will provides opportunities for job creation in Clermont. City staff reviewed the proposal and supports the proposed development at this location. The proposed uses are compatible and consistent with the development patterns and uses in the area. The existing site is being redeveloped with no waivers to the Land Development Code. Therefore, staff recommends approval of Ordinance No. 2020-11 to rezone the subject property from C-2 General Commercial to (PUD) Planned Unit Development to allow for a health park, including an Off-Site Emergency Department (OSD) and medical office building (Health Park) as depicted in Exhibit A – PUD Site Development Plan. The Planning and Zoning Commission recommended unanimously for approval.

Cecelia Bonifay, Esq. Ackerman Law Firm introduced Abel Biri, Chief Executive Officer and President of AdventHealth Waterman.

Abel Biri, Chief Executive Officer of AdventHealth Waterman, commented Advent Health has been in north Lake County for 30 years and a dozen years in south Lake County in urgent care services. Advent can collaborate with residents though health and wellness. The previous request required a lot of work, decided to change the topography, and moved facility to the adjacent property based on the feedback of the Council from the last meeting This request has no waivers. The Planning and Zoning Commission unanimously supported this request. He expressed appreciation for support.

Ms. Bonifay clarified the application was withdrawn after hearing the comments from the last Council meeting. Advent is only interested in doing the medical center on this site. She requested Council approval at this location. They met with all Planning and Zoning Commissioners and spent time with them to acquaint them with the changes. The recommendation was for approval and there were no negative comments.

Mayor Ash opened the public hearing.

Charlene Forth, 939 W. Desoto Street, expressed support.

Mayor Ash closed the public hearing.

Council Members Bates, Travis, Brishke and Purvis disclosed they spoke with the applicant about the application.

Council Member Purvis expressed concern about traffic flow exiting the property.

City Manager Gray remarked this may become a right only exit and Lake County is looking at it.

Council Member Bates moved to approve; seconded by Council Member Brishke. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 11 – Variance Request

Planning and Zoning Manager Kruse presented the request. The applicant, GP Construction, is requesting a variance to the Land Development Code, Section 122-124 (2), to allow for a single-family residential lot width of 73 feet instead of the required 75-foot lot width for the R-1 Single Family Medium Density Residential zoning district. The vacant lot is located on the south side of East Desoto Street, in the Oakhurst Subdivision, which was platted prior to the adoption of the amendment to the R-1 zoning Land Development Regulations, which now require a minimum 85 foot lot width.

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The applicant is requesting a 2 feet lot width variance that would allow for construction of a new single-family residential home on the parcel. The proposed construction of the home, as designed, will not require any other variances to comply with the R-1 zoning Land Development Codes. The existing lot is an infill lot and the lot size is consistent with other properties in the area.

The proposed home is not in conflict with the City's Comprehensive Plan and is similar to existing homes that have been constructed in the area. The City encourages infill development to promote revitalization to some areas in the community.

Section 86-174 of the Land Development Code requires a positive finding on five items in order to grant a variance, and staff has reviewed the application as submitted and the application does meet a positive finding. Staff recommended approval of the variance request to the Clermont Land Development Code.

Applicant, Paul Gaynor requested approval and available for questions.

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

Council Member Purvis inquired if the applicant plans to build and live in the house.

Mr. Gaynor responded he is the owner and plans to build and sell the house.

Council Member Bates moved to approve the variance request; seconded by Council Member Purvis. The motion passed with all members present voting aye.

Item No. 12 – Mason Ridge CUP Revocation

Development Services Director Henschel presented the agenda item. Staff is proposing this Conditional Use Revocation for the Masons Ridge development that has not fulfilled their development plans for over two years. Mason's Ridge is a development that was originally approved by City Council in August of 2016 under Resolution No. 2016-30. The development is for 102 multi-family fee-simple townhomes. After obtaining approval from City Council, the developer proceeded to obtain site plan approval to start construction on the site. Shortly after grading the site, installing utilities, and retaining walls the developer became absent from the site. In September 2016, Code Enforcement started receiving complaints in regards to the lack of maintenance of the site. After starting a case, the developer cleared the overgrowth obstructing the right-of-way. In November 2018, Code Enforcement again started receiving complaints in regards to the lack of maintenance. Another case was started and was taken to a Special Magistrate hearing in January of 2019. The property was found to be in violation and a fine of \$250 per day after January 31, 2019 was ordered.

No action was taken to maintain the property and in May of 2019, a lien was recorded against the property for \$27,500. The property remained in violation until July of 2019 and accrued a total lien amount of \$43,250.

This Conditional Use Revocation would remove any entitlements for Resolution 2016-30 that allowed up to 102 multi-family fee-simple townhomes.

Jimmy Crawford 702 W. Montrose Street represented the owner. He provided a timeline of the property. There have been monthly crew's onsite. Denise Pyke is the Construction Manager and has a crew onsite once a month to clean the site. In January 2019, the city sent a notice regarding trash and construction debris. The owner did not receive that notice as they changed their corporate office with the Secretary of State and neglected to notify the address change with the Property Appraiser.

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The City sent the Notice to Foreclose in November/December 2019. After not receiving their tax bill, the owner changed the address with the Property Appraiser and the owner received the Notice to Foreclose.

Mr. Crawford displayed a cost summary of the project. He was informed at the last Planning and Zoning Commission meeting that the city was sending out a new code enforcement letter. They met onsite and within 10 days, cleared every violation. Since the communication issues have been resolved, they have been responsive. The bank loan has been re-committed and reacquired full financing to complete horizontal construction of the first phase. ALP hired a full time property and business manager to ensure the project is moving forward. The request is to accept the Planning and Zoning recommendation with one change to get the construction underway within the four-month plan. It will be 6 to 8 weeks before Boykin can start. He proposed to pay \$5,000 to the city now, have the lien stay in place and once project is finished, return to request a fine reduction. Revoking the Conditional Use Permit will cause further delays.

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

Council Member Purvis disclosed he had a conversation with Jimmy Crawford.

City Attorney Mantzaris clarified staff is not asking Council to authorize staff to pursue foreclosure.

Council Member Travis noted she does not see anyone on the site on a daily basis and would like this project to move forward.

Mr. Crawford proposed short time frames with construction beginning in 90 days and have 75 percent of infrastructure in the ground 7 months from now.

Mayor Ash and Council Members expressed concern with the proposed timeline to complete the project.

Mr. Crawford remarked the site work could be complete in 7 to 8 months.

Council Member Purvis suggested imposing a revocation of the Conditional Use Permit in 9 months from today, should there not be physical vertical work commencing on the site.

Mr. Crawford requested the Council postpone and return with a construction schedule in two weeks.

Council Member Bates moved to table to February 11; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 13 – Ordinance No. 2020-06, Final, 111 Residential

This agenda item has been withdrawn.

Item No. 12 – Ordinance No. 2020-07, Final, 111 Residential CPA

This agenda item has been withdrawn.

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ADJOURN: With no further comments, this meeting adjourned at 8:23pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date																																					
Tuesday, February 25, 2020																																					
Agenda Item Name																																					
Surplus Request																																					
Requested Action																																					
Request to approve and declare end of life inventory as surplus from the Fire Department, City Manager, Environmental Services Department, and Public Works Department and dispose of in accordance with the Purchasing Policy.																																					
Staff Report																																					
The Purchasing Department, on behalf of Fire, Environmental Services, and Public Works recommends approval of the above action. Fire Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(4)</td><td>Black paper storage/desk organizer trays</td></tr><tr><td>(2)</td><td>Wood desk tray</td></tr><tr><td>(1)</td><td>Wood phone stand with drawer</td></tr><tr><td>(1)</td><td>Box of blank CDs with cases and labels</td></tr><tr><td>(1)</td><td>Locking wall mount key cabinet</td></tr><tr><td>(1)</td><td>Monitor mount copy holder</td></tr><tr><td>(1)</td><td>External CD drive</td></tr></tbody></table> Environmental Service Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>2005 Ford F250 XL regular Cab Truck 73,132 miles</td></tr></tbody></table> Public Works Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>GameTime Playground System</td></tr></tbody></table> The following property from Fire, City Manager, Environmental Services, and Public Works represent assets that were disposed of but are currently listed in the inventory. The purpose of this approval is to officially remove the listed property from the inventory system. Fire Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(8)</td><td>2011 Rocket mobile hotspot</td></tr><tr><td>(1)</td><td>2001 Appliances for fire station #1</td></tr><tr><td>(1)</td><td>2005 Dive team equipment</td></tr><tr><td>(1)</td><td>2005 radio channel</td></tr><tr><td>(1)</td><td>2006 Equipment for ladder truck</td></tr></tbody></table>		Qty.	Property Description	(4)	Black paper storage/desk organizer trays	(2)	Wood desk tray	(1)	Wood phone stand with drawer	(1)	Box of blank CDs with cases and labels	(1)	Locking wall mount key cabinet	(1)	Monitor mount copy holder	(1)	External CD drive	Qty.	Property Description	(1)	2005 Ford F250 XL regular Cab Truck 73,132 miles	Qty.	Property Description	(1)	GameTime Playground System	Qty.	Property Description	(8)	2011 Rocket mobile hotspot	(1)	2001 Appliances for fire station #1	(1)	2005 Dive team equipment	(1)	2005 radio channel	(1)	2006 Equipment for ladder truck
Qty.	Property Description																																				
(4)	Black paper storage/desk organizer trays																																				
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(1)	GameTime Playground System																																				
Qty.	Property Description																																				
(8)	2011 Rocket mobile hotspot																																				
(1)	2001 Appliances for fire station #1																																				
(1)	2005 Dive team equipment																																				
(1)	2005 radio channel																																				
(1)	2006 Equipment for ladder truck																																				

- (1) 2008 Mobile radio equipment
- (1) 2008 Sq11 headset system
- (1) 2008 Amana refrigerator
- (1) 2000 Euramco 20" blower with Honda engine
- (1) 2000 20" fan with Honda engine
- (1) 2001 Sanyo 31" TV
- (1) 2001 Stalker dual counting units
- (1) 2002 Goggle system
- (1) 2002 Computer server
- (1) 2003 Carbon fiber cylinder with buddy
- (1) 2003 36" Fuller bolt cutter, saw
- (1) 2003 Life-pack defibrillator
- (1) 2003 Underwater video system
- (1) 2005 Breathing apparatus
- (1) 2006 Upgrade defibrillators
- (1) 2007 Portable radio battery charger
- (1) 2009 Nec ux5000 telephone system
- (3) 2014 'No smoke' diesel exhaust removal system
- (2) 2006 Protective breathing apparatus

City Manager

- | Qty. | Property Description |
|------|--------------------------------|
| (1) | 2007 Dell Latitude D830 Laptop |

Environmental Services Department

- | Qty. | Property Description |
|------|---|
| (1) | 2002 Black-flow Prevention Deceive Tester |
| (1) | 1997 Stihl Trimmer |
| (1) | 1997 5 Min Emergency Escape |
| (2) | 2003 Surge Suppressors and testers |
| (1) | 2003 ACME Dynamics trailer mounted |
| (1) | 2002 John Deere 355D Mower |
| (1) | 2005 Pressure Washer |
| (1) | 2007 MMCE GPS Unit |
| (1) | 2007 SECO Pole Bipod |
| (1) | 1997 8' Trailer |
| (1) | 2007 HP Color Printer |
| (1) | 2009 Air Compressor |
| (1) | 1997 Stihl Chain Saw |
| (1) | 2001 Sala winch and 7' Tripod |
| (2) | 1996 Generator |
| (1) | 1997 Time Clock |
| (1) | 1997 Compressor and Tools |
| (1) | 1997 60 Gallon Storage cabinet |
| (1) | 1994 Data Forms Printer |
| (1) | 1994 IBM Computer |
| (1) | 1996 Radio Transmitter |
| (1) | 2008 Dell Optiplex 755 Desktop Computer |
| (1) | 2008 Info Water Suite 5.0 |

- (1) 2006 Check Endorser
- (1) 2005 Locate Machine
- (1) 2003 Epson Validating Receipt
- (1) 1998 Motorola Communications Console
- (1) 1996 JC Beach Water West

Public Works Department

- | | |
|------|------------------------------|
| Qty. | Property Description |
| (1) | 1999 Lake Minneola Boat ramp |
| (1) | 2000 Boat Ramp Engineering |
| (1) | 1997 Boat Ramp |
| (1) | 1999 Boat Ramp |
| (2) | 2004 Tiger Cub Riding Mower |
| (1) | 1990 DP1000 SP Sprayer |

Additional Analysis

Fiscal Impact Summary

Surplus property is anticipated to be sold for approximately \$1,000.00.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------------------|---|
| 1. | Fire Department Disposal Forms | Fire Department Disposal Forms.pdf |
| 2. | Environmental Services Disposal Forms | Environmental Services Disposal Forms.pdf |
| 3. | Public Works Disposal Forms | Public Works Disposal Forms.pdf |
| 4. | City Manager Disposal Form | City Manager Disposal Form.pdf |



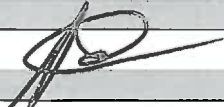
PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Beth Carter Phone: 352-241-2214
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Miscellaneous office supplies

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council: 2-25-20

Agenda Item: #

Method of Disposal: Recycle

Date Disposed: 2-26-20

Purchasing Director:

Date:

Munis Asset Number: NONE

1. Numerous black horizontal paper storage/desk organizer trays
2. Wood desk tray
3. Wood phone stand with drawer
4. Blank CD's with jewel cases, sleeves and Avery labels
5. Light wood all in one desk organizer
6. Locking wall mount key cabinet
7. Monitor mount copy holder

8. External CD Drive 



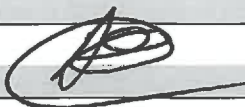
PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10069
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-295-870
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6493



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10070
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-295-751
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6494



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10077
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-295-797
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6495



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10106
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-281-840
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6496



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10108
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-281-853
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6497



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10113
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-281-827
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2028

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6498



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 ROCKET COM-H-5108 Vehicle No.
Miles / Hours: Serial / VIN: U10-281-857
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6493



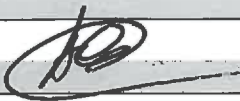
PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2001 APPLIANCES STATION #1 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2001 APPLIANCES FOR FIRE STATION #1

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

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

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- ☒ **OTHER:** Removed from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5967



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2005 DIVE TEAM EQUIPMENT Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 DIVE TEAM EQUIPMENT

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

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

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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6083



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2005 RADIO CHANNEL Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 RADIO CHANNEL

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

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

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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6116



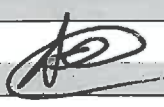
PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2006 EQUIPMENT LADDER TRUCK Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 EQUIPMENT FOR LADDER TRUCK

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

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

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- ☒ **OTHER:** Removed from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6143



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2008 CDM 1550LS VHF Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 MOBILE RADIO EQUIPMENT

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5049



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2008 SQ11 3020R Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 SQ11 HEADSET SYSTEM

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5050



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10071
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2008 AMANA SW1024128 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 AMANA REFRIGERATOR

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5076



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10339
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2000 EURAMCO 4501140026 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2000 EURAMCO 20" BLOWER WITH HONDA ENGINE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5951



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10101
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2000 720G4-8 SUPER VA Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2000 20" FAN WITH HONDA ENGINE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5953



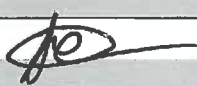
PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10076
Contact Person: Chuck Chapman Phone: 2180
Year / Make / Model: 2001 SANYO Vehicle No.
Miles / Hours: Serial / VIN: V737062012626
Description of Property 2001 SANYO 31" TV

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5986



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2001 STALKER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2001 STALKER DUAL COUTNING UNITS

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6013



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2002 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2002 GOGGLE SYSTEM

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OTHER:** Removed from inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6014



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: 2180
Year / Make / Model: 2002 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2002 COMPUTER SERVER

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6026



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2003 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 CARBON FIBER CYLINDER WITH BUDDY

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
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- ☒ **OTHER:** Removed From Inventory

Director Signature: 

Date: 11/20/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6029



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2003 FULLER BOLT Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 36" FULLER BOLT CUTTER, SAW

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

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

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

Director Signature: 

Date: 1/24/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6030



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2003 Vehicle No.
Miles / Hours: Serial / VIN: 11245092
Description of Property 2003 LIFEPAK DEFIBRILATOR

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6045



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2003 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 UNDERWATER VIDEO SYSTEM

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6048



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2005 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 BREATHING APPARATUS

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Removed from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6097



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: 52180
Year / Make / Model: 2006 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 UPGRADE DEFIBRILATORS

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6123



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10337
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2007 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 PORTABLE RADIO BATTERY CHARGER

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6159



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2009 UX5000 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2009 NEC UX5000 TELEPHONE SYSTEM

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from Inventory

Director Signature: 

Date: 1/24/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6373



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2011 Vehicle No.
Miles / Hours: Serial / VIN: U10-281-657
Description of Property 2011 ROCKET MOBILE HOTSPOT

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6500



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2014 WARD DIESEL Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2014 'NO SMOKE' DIESEL EXHAUST REMOVAL SYSTEM

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6790



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2014 WARD DIESEL Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2014 'NO SMOKE' DIESEL EXHAUST REMOVAL SYSTEM

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6791



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10731
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2014 WARD DIESEL Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2014 'NO SMOKE' DIESEL EXHAUST REMOVAL SYSTEM

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

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

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

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6915



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2006 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 PROTECTIVE BREATHING APPARATUS

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from Inventory

Director Signature: 

Date: 1/29/2026

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6136



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: Chuck Chapman Phone: x2180
Year / Make / Model: 2006 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 PROTECTIVE BREATHING APPARATUS

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from Inventory

Director Signature: 

Date: 1/29/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6134



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./WATER Property Tag #: 10230
Contact Person: Adam Swanson Phone: 352-255-1992
Year / Make / Model: 2008 Ford F250 XL Vehicle No. 5247
Miles / Hours: 73132 Serial / VIN: 1FTNF20538EA08166
Description of Property White 2005 Ford F250 XL regular cab Truck

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 2-3-20

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:
Contact Person: Richard Cook Phone: x6627
Year / Make / Model: 1997 5 MIN EMERGENCY ESCAPE Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1997 5 MIN EMERGENCY ESCAPE

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature:  Date: 2-3-20

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

Date Approved by City Council: Agenda Item:
Method of Disposal: Date Disposed:
Purchasing Director: Date:
Munis Asset Number: 5571



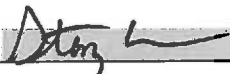
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SEWER Property Tag #:
Contact Person: Richard Cook Phone: x6627
Year / Make / Model: 1997 COMPRESSOR & TOOLS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1997 COMPRESSOR & TOOLS

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 2-3-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5568



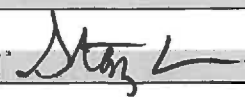
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10029
Contact Person: Duane Land Phone: 6609
Year / Make / Model: 2008 DELL OPTIPLEX 755 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 DELL OPTIPLEX 755 DESKTOP COMPUTER

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 2-3-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5538



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: _____
Contact Person: Joe McMahon Phone: 352-394-7177
Year / Make / Model: 2003/Gametime/FT3245008 Vehicle No. NA
Miles / Hours: NA Serial / VIN: NA
Description of Property GameTime playground system.

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Playground equipment old and obsolete. Unable to get replacement parts. Playground being
replace due to broken and irreplaceable parts. System being disposed of as it is unsafe to surplus.

Director Signature: [Signature]

Date: 1-30-20

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #:
Contact Person: Brian Howell Phone: 4412
Year / Make / Model: 1990 DP1000 SP Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1990 DP1000 SP SPRAYER

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

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

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

Director Signature: [Signature]

Date: 1-29-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6183



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 10449
Contact Person: David VanDever Phone: 4403
Year / Make / Model: 1972 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1972 Boat Ramp

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: David VanDever

Date: 01-31-20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5720



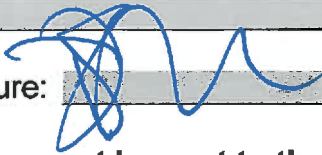
PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #: 10031
Contact Person: Debra Rybarczyk Phone: 7358
Year / Make / Model: 2007 DELL LATITUDE D830 Vehicle No.
Miles / Hours: Serial / VIN: 71D5MD1
Description of Property 2007 DELL LATITUDE D830 LAPTOP

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Remove from inventory

Director Signature: 

Date: 1/28/2020

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5943



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Cost Share Approval and Budget Amendment		
Requested Action		
Request Approval of the Cost Share Pricing in the amount of \$340,000 for the Art Walk Project Construction, a Public/Private Partnership with the Artwalk District LLC and a budget amendment to the CRA fund in the amount of \$340,000.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. A key element of the master plan is the connectivity of the waterfront to downtown. One way to achieve this is through the Artwalk Project. In June 2018, the City solicited a Request for Letters of Interest for the activation of city-owned property located generally between Minneola Avenue and Montrose St. Mr. Jayson Stringfellow responded to the solicitation with the Art Walk District concept in a public workshop on October 18, 2018. The Art Walk District was characterized by a mix-use concept of commercial units with residential units. The Art District project proposed the integration of the Art Walk into the overall project. In November of 2018, City Council approved the sale of .34 acres to the Art District LLC to activate the city parcel and foster redevelopment. In February of 2019, City Council approved a cost-share agreement with the Art District LLC for the design and development of the Art Walk Project. Pricing has been received and reviewed from the Art District LLC and the City portion will not exceed \$340,000. Staff recommends Approval of the Cost Share Pricing in the amount of \$340,000 for the Art Walk Project Construction a Public/Private Partnership with the Artwalk District LLC. The fiscal impact is not included in the current year approved budget, therefore a budget amendment is recommended.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not include funding for this project. A budget amendment to the CRA Fund in the amount of \$340,000.00 is recommended. Department Account Code: 60552-66300-52002		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. R 2019-09	R 2019-09.pdf
2. ART WALK 7 23 2019	ART WALK 7 23 2019.pptx



CITY OF CLERMONT
RESOLUTION NO. 2019-09R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING AN AGREEMENT WITH THE ART DISTRICT, LLC FOR THE USE, IMPROVEMENT, MAINTENANCE AND COST SHARING OF THE ART WALK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

SECTION 1.

The City Council of the City of Clermont does hereby approve that certain agreement with The Art District, LLC for the use, improvement, maintenance and cost sharing of the Art Walk as more particularly described in Exhibit "A" Attached hereto. The Mayor is authorized to execute on behalf of the City, the Agreement set forth in Exhibit "A".

SECTION 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon his or her determination of any matter or factor, hereafter coming to their attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction

SECTION 3.

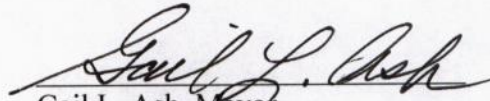
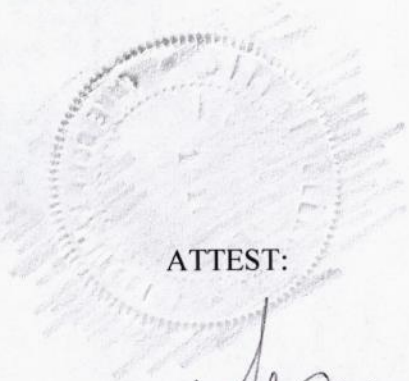
This Resolution shall take effect immediately upon its adoption.



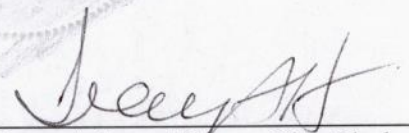
CITY OF CLERMONT
RESOLUTION NO. 2019-09R

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 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

**USE LICENSE, IMPROVEMENT, MAINTENANCE AND COST SHARING
AGREEMENT BETWEEN THE CITY OF CLERMONT
AND THE ARTS DISTRICT LLC**

THIS AGREEMENT REGARDING USE LICENSE, IMPROVEMENTS, MAINTENANCE AND COST SHARING (the "Agreement") is made and entered into this 26 day of February, 2019, by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Clermont"), and THE ART DISTRICT LLC whose address is 1560 Bloxam Avenue, Clermont, FL 34711 ("Art District").

WITNESSETH:

WHEREAS, Clermont and Art District are parties to that certain Contract for Sale and Purchase dated _____, 2018, for the purchase by Art District of real property as described therein and hereinafter referred to as the "Sale and Purchase Contract";

WHEREAS, it intended by the parties that this Agreement and the Sale and Purchase Contract shall be used as part of the construction an art walk for the benefit of the general public;

WHEREAS, it is intended by the Parties that the art walk shall be part of an area redevelopment project to include improvement and development of adjacent property owned and/or controlled by Art District, hereinafter referred to as the "Project" and more particularly described in "**Exhibit "A"**" attached hereto and incorporated herein;

WHEREAS, it is intended that the Project shall be constructed in phases and that Phase I of the Project shall be the construction and improvement of the Art Walk and Art Walk Building as more particularly described in the body of the Agreement; and

WHEREAS, the City Council has determined that entering into this Agreement is in the best interests of the citizens of the City of Clermont.

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

1. Whereas and Recital Clauses Incorporated. The above-stated whereas and recital clauses are restated and incorporated into the body of this Agreement.
2. Grant of Use Right. City does hereby grant and convey to Art District a

a perpetual, non-exclusive easement, right, license and privilege for the improvement and use, subject to prior approval by City and in accordance with all applicable laws and regulations, of that certain public access property owned by City as more particularly described in **Exhibit "B"** attached hereto and incorporated herein, hereinafter referred to as the "Art Walk". The right granted herein, shall include, air rights commencing seven (7) feet above the Art Walk for Art District's Project and related fixtures including but not limited to signs and fans.

3. Term. The rights granted and imposed by this Agreement shall be perpetual, becoming effective on the date of the closing of the transaction contemplated in the Sale and Purchase Contract and remaining in full force and effect forever; unless terminated or modified by written agreement, properly executed and recorded, between the parties hereto, or their respective successors or assigns. The rights created by this Agreement shall be binding upon all parties or persons claiming under them and shall run with the Property for the aforesaid term.

4. Improvements of Art Walk. Art District shall construct the Art Walk and Art Walk Building (collectively the Art Walk and Art Walk Building shall mean Phase I of the Project) in accordance with plans and specifications as agreed to by City to contain, as a minimum, those certain improvements as described in **Exhibit "C"** attached hereto and incorporated herein. The plans and specifications shall specifically describe and identify Phase I of the Project. On or before December 31, 2019, the parties shall jointly approve the specifications, design, and estimated cost of construction, including survey, design and engineering costs and applicable contingency, for the agreed-upon improvements. Prior to commencement of construction the parties shall jointly approve the contractor, and or subcontractors. Art District shall complete the construction of the improvements in accordance with all applicable laws, permits and regulations, shall ensure and verify to Clermont that all suppliers and subcontractors are paid in full and shall deliver to City a quit claim deed or bill of sale, as determined and accepted by Clermont, for the Art Walk improvement constructed hereunder. Within thirty (30) days of City's approval of Art District's site plan for the Art Walk, City shall reimburse Buyer for ninety (90) percent of the actual survey, design and engineering expenses paid by Art District, provided the total actual costs for these expenses shall not exceed the line item estimates contained in the agreed-upon estimated cost of construction plus any change orders approved by City and Art District in writing. Art District shall construct the Art Walk improvements, at its initial expense, in accordance with the approved site plan. City shall reimburse Art District for ninety (90) percent of the total actual construction costs, provided the total actual costs for these expenses shall not exceed the applicable estimates contained in the agreed-upon estimated cost of construction plus any change orders approved by City and Art District in writing. The reimbursement for the construction phase shall be paid by City to Art District in a total of four installments with an installment being paid upon completion of 25%, 50%, 75% and 100%. For each installment payment, Art District shall submit to City an invoice in a form and with reasonable back-up and support documentation, as City may require. City shall pay each undisputed invoice within thirty (30) days of the date Art District submits to City the appropriate invoice. The installments will not be equal in amount. Unless agreed to in writing by City, the total reimbursement amount hereunder paid by City to Art District shall not exceed ninety (90) percent of the agreed-upon estimated cost of construction referred to above plus any change orders approved by City and Art District in writing. Provided however, the City Manager of City is authorized in his discretion and without further action of the City Council, to approve an increase in the estimated cost of construction in an amount not to exceed ten (10) percent.

5. Maintenance of Art Walk and Dedication of Sidewalk. Upon completion of the Art Walk improvement and acceptance by City, City shall be responsible in perpetuity and its sole discretion, for the maintenance of the Art Walk and the authorized improvements thereon. Art District shall transfer to City any and all rights and interests in any warranties for any of the contemplated improvements. Furthermore, upon completion and acceptance by City of the planned sidewalk shown on Exhibit "A" and existing on property owned or controlled by Art District, Art District shall dedicate to City by such

method and in a form as reasonably required by City, all rights in the constructed sidewalk and the real property upon which it is located. For purposes herein, Art District shall provide a survey reasonably sufficient to identify the sidewalk.

6. Buy-Back Provision/Timeframe for Completion. As an express condition hereof and which condition shall survive closing, in the event that Art District fails to timely meet either of the conditions described below and subject to the opportunity to cure set forth below, City, at City's sole option, shall have the right to buy back the Property described in the Sale and Purchase Contract, (the "Property") including any and all improvements, development plans and permit approvals directly related thereto, for the buy-back purchase price of One Hundred (100) percent of the purchase price Art District LLC. The "buy-back option" conditions are as follows:

- (a) The parties fail to timely agree on the Estimated Cost of Construction referred to in Section 4 above; or
- (b) Art District shall on or before the expiration of Twenty-Four (24) months after site plan approval receive a Certificate of Occupancy for at least FIFTY (50) percent of Phase I of the final approved and permitted Project as generally described in the approved Site Plan referred to above and in Exhibit "C" attached hereto and incorporated herein.

Upon the failure of Art District to timely satisfy either of the above buy-back option conditions, upon thirty (30) days written notice from City to Art District of the default, Art District shall have an opportunity to cure during said thirty (30) day notice period. If Art District fails to cure by the thirty-first (31st) day, then within ten (10) days, Art District shall provide to City a Special Warranty Deed delivering marketable title to the Property free and clear of all liens, mortgages and encumbrances, excepting those encumbrances listed on Art District's owners title policy issued when Art District acquired the Property from City in exchange for the buy back purchase price. In addition, Art District shall provide to City at the closing of the buy-back transaction and at no additional cost to City, a complete copy of any and all surveys, drawings, specifications and plans related to the Art Walk improvements contemplated herein.

The buy-back transaction shall be completed by a closing agent as selected by City. At the closing pursuant to this buy-back provision, Art District shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, any taxes or assessments prorated as of the date of closing, the cost of recording any and all other documents necessary to deliver good and clear title, and any document preparation fees. Art District and City shall each bear its own attorneys' fees.

In the event that Art District has timely met the conditions above, or City does not exercise its buy-back option within six (6) months of the date of the notice set forth above City shall, upon written request from Buyer, execute and deliver to Art District a Release of Buy-Back Interest. Notwithstanding the foregoing, in the event that the Certificate of Occupancy referred to herein is not issued or its issuance is delayed, solely due to the inaction or omission of City, the time to perform hereunder shall be extended for a reasonable period to be agreed-upon by the parties.

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

- (a) the failure or omission of any party to pay when due any monetary amounts it is obligated to pay pursuant to the terms hereof, including but not limited to any obligation of Art District to pay any contractor, subcontractor, materialman or supplier; provided,

such failure shall continue for fifteen (15) days following the date when such payment was due; or

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

8. Indemnification. Art District agrees to indemnify City and hold City harmless from and against any and all claims, damages, liability, demands, causes of action, losses, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, resulting from or occasioned from Art Districts use of the Art Walk and easement, right, license and privilege rights granted herein or such use by any tenant, licensee, invitee, employee or guest of Art District. The right to such indemnification shall not be enforceable if such claim, damage, liability, demand, cause of action, loss or costs and expenses arise from the negligent acts or omissions of the City.

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

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

WITH A REQUIRED COPY TO: de Beaubien Knight, Simmons, Mantzaris
Neal, LLP
332 North Magnolia Avenue Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454
Fax: (407) 992-3541
e-mail: dmantzaris@dsklawgroup.com

TO ART DISTRICT: The Art District, LLC
P.O. Box 120788
Clermont, FL 34712
Attn.: Jayson Stringfellow

WITH A REQUIRED COPY TO: Anita Geraci-Carver
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
anita@agclaw.net

And: Ryan Stringfellow
1014 4th Ave S
Nashville, TN 37210
ryan@odysseytn.com

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

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

11. Violations and Enforcement. The rights and obligations granted or created hereby shall be enforceable by City or Art District, or their respective successor or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate.

12. Governing Law, Venue and Binding Effect. This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns. Venue for any action to enforce the terms and conditions herein, shall be exclusively in Lake County, Florida.

City of Clermont

Attest:

By:

Tracy Ackroyd Howe, City Clerk

By:

Mayor Gail Ash

Date: 2-26-2019

The Art District, LLC

Attest:

By:

Name/Title: Tracy A. Howe, City Clerk

By:

RHOT, Inc. Member

By Jayson Stringfellow, Director

Date: 2-27-2019

EXHIBIT "A" - GENERAL DESCRIPTION OF ART DISTRICT PROJECT - PRELIMINARY
MASTER SITE PLAN OF DECEMBER 2018

[illegible]

EXHIBIT B" - LEGAL DESCRIPTION AND SKETCH OF THE COVERED ART WALK AND
SURVEY

The East 18.00 feet of the West 20.00 feet of the East 33.00 feet of said Lot 14, Block 80, OFFICIAL MAP
OF THE CITY OF CLERMONT, according to the map or plat thereof as recorded in Plat Book 8, Page 17,
Public Records of Lake County, Florida.

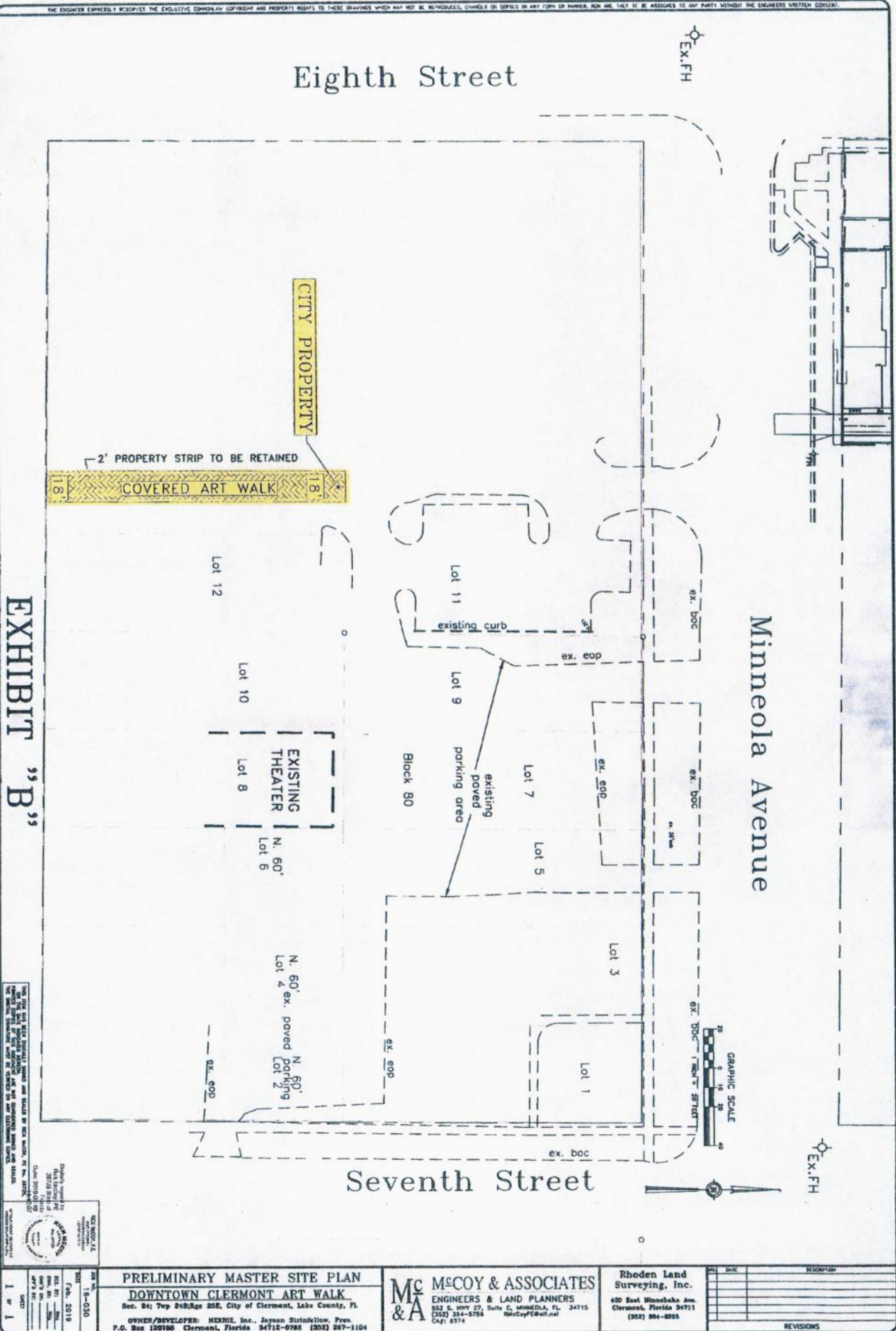


EXHIBIT "B"

THIS PLAN IS A PRELIMINARY SITE PLAN AND SHOULD BE USED AS SUCH. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD.

NO.	DATE	DESCRIPTION
1	10-01-20	PRELIMINARY MASTER SITE PLAN
2	10-01-20	REVISIONS

PRELIMINARY MASTER SITE PLAN
DOWNTOWN CLERMONT ART WALK
 Sec. 84; Twp. 24-00-00; City of Clermont, Lake County, FL.
 OWNER/DEVELOPER: HENRI, Inc., Jayson Strimfellow, Pres.
 P.O. Box 100788 Clermont, Florida 34712-0788 (352) 247-1104

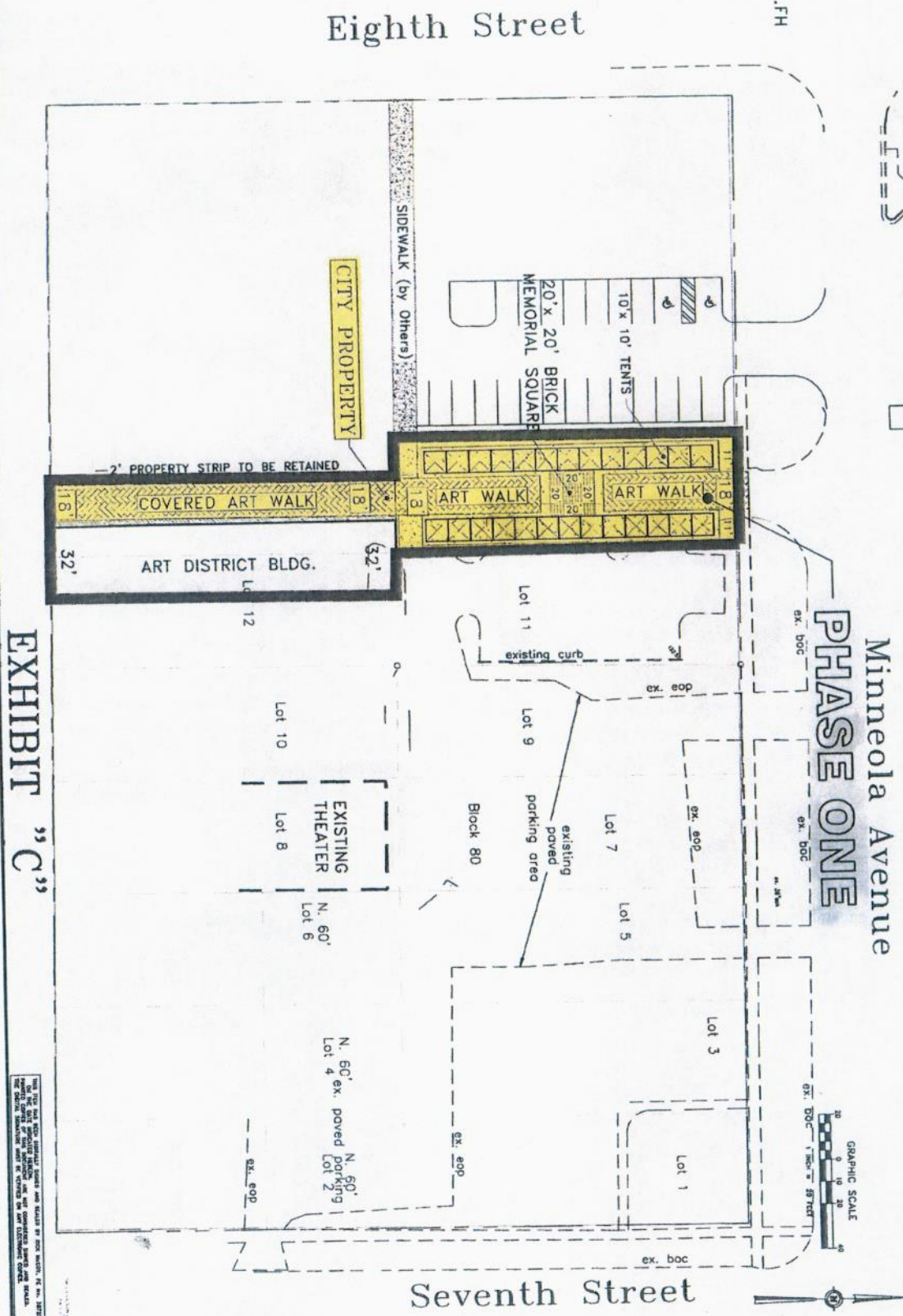
Mc & A **McCOY & ASSOCIATES**
 ENGINEERS & LAND PLANNERS
 553 S. Hwy 27, Suite 17, Minneola, FL 34715
 (352) 324-5784 McCoyPCA@aol.com
 CAF: 0374

Rhoden Land Surveying, Inc.
 420 East Minnehaha Ave.
 Clermont, Florida 34711
 (352) 361-0205

NO.	DATE	DESCRIPTION
1	10-01-20	PRELIMINARY MASTER SITE PLAN
2	10-01-20	REVISIONS

EXHIBIT "C" - ART WALK PHASE I IMPROVEMENTS

THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE EDITORIAL, COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR MAY THEY BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



THIS PLAN HAS BEEN PREPARED BY THE ENGINEER AND THE ENGINEER'S FEE HAS BEEN PAID FOR THE PREPARATION OF THIS PLAN. THE ENGINEER'S FEE DOES NOT INCLUDE THE COST OF ANY OTHER SERVICES OR THE COST OF ANY OTHER MATERIALS OR THE COST OF ANY OTHER SERVICES OR THE COST OF ANY OTHER MATERIALS.

NO.	DATE	DESCRIPTION
1	10-03-20	PRELIMINARY MASTER SITE PLAN
2	10-03-20	REVISIONS

PRELIMINARY MASTER SITE PLAN
DOWNTOWN CLERMONT ART WALK
 Sec. 24; Twp. 24S; Rge. 20E, City of Clermont, Lake County, FL.
 OWNER/DEVELOPER: NEXBIT, Inc., Jayson Strinifellow, Pres.
 P.O. Box 120768 Clermont, Florida 34712-0768 (352) 287-1104

Mc & A **McCOY & ASSOCIATES**
 ENGINEERS & LAND PLANNERS
 552 S. HWY 27, Suite C, MINNEOLA, FL 34715
 (352) 384-9750 Fax: (352) 384-9751
 Email: info@mcandcoy.com

Rhoden Land Surveying, Inc.
 420 East Minnehaha Ave.
 Clermont, Florida 34711
 (352) 894-6255

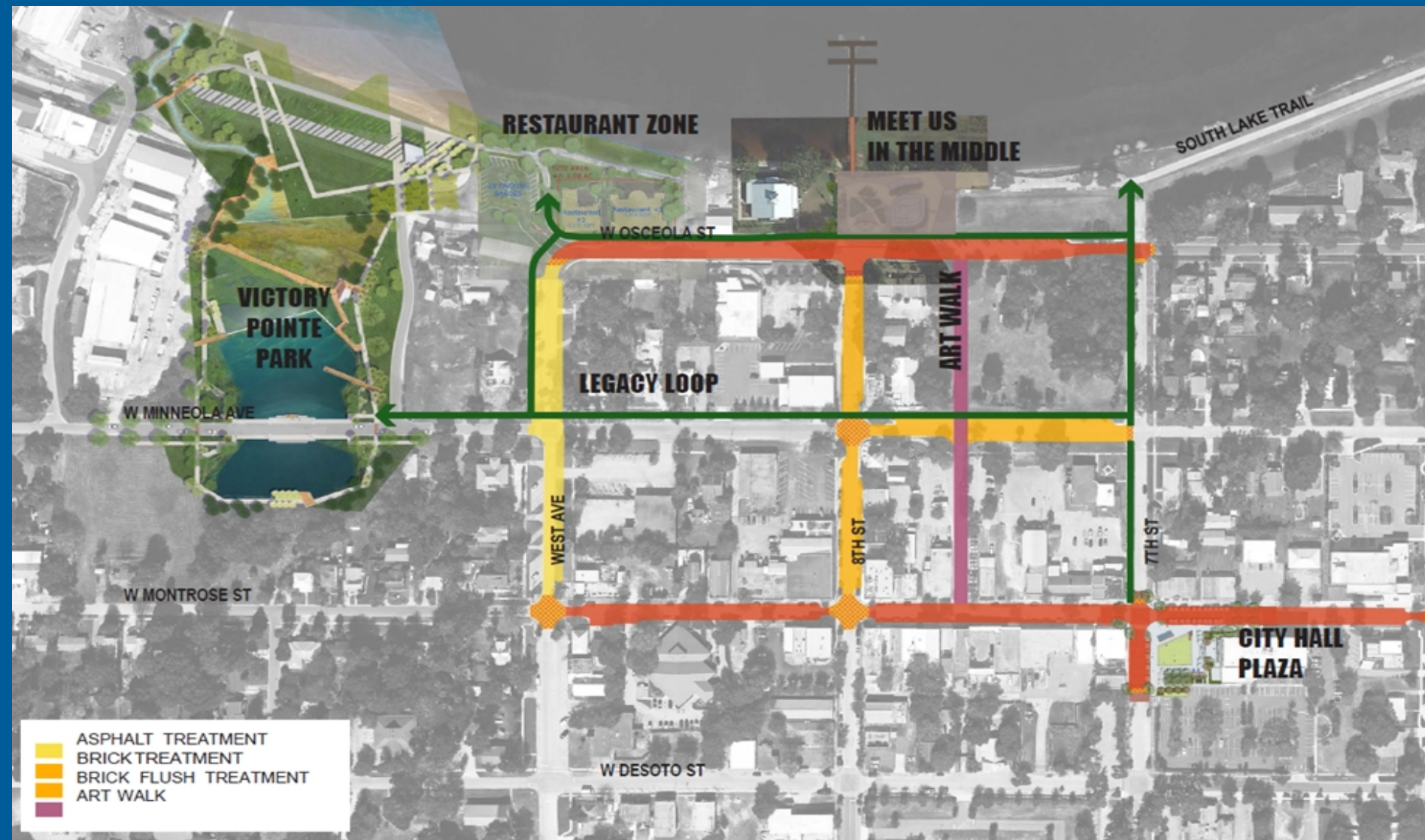
NO.	DATE	DESCRIPTION
1	10-03-20	PRELIMINARY MASTER SITE PLAN
2	10-03-20	REVISIONS



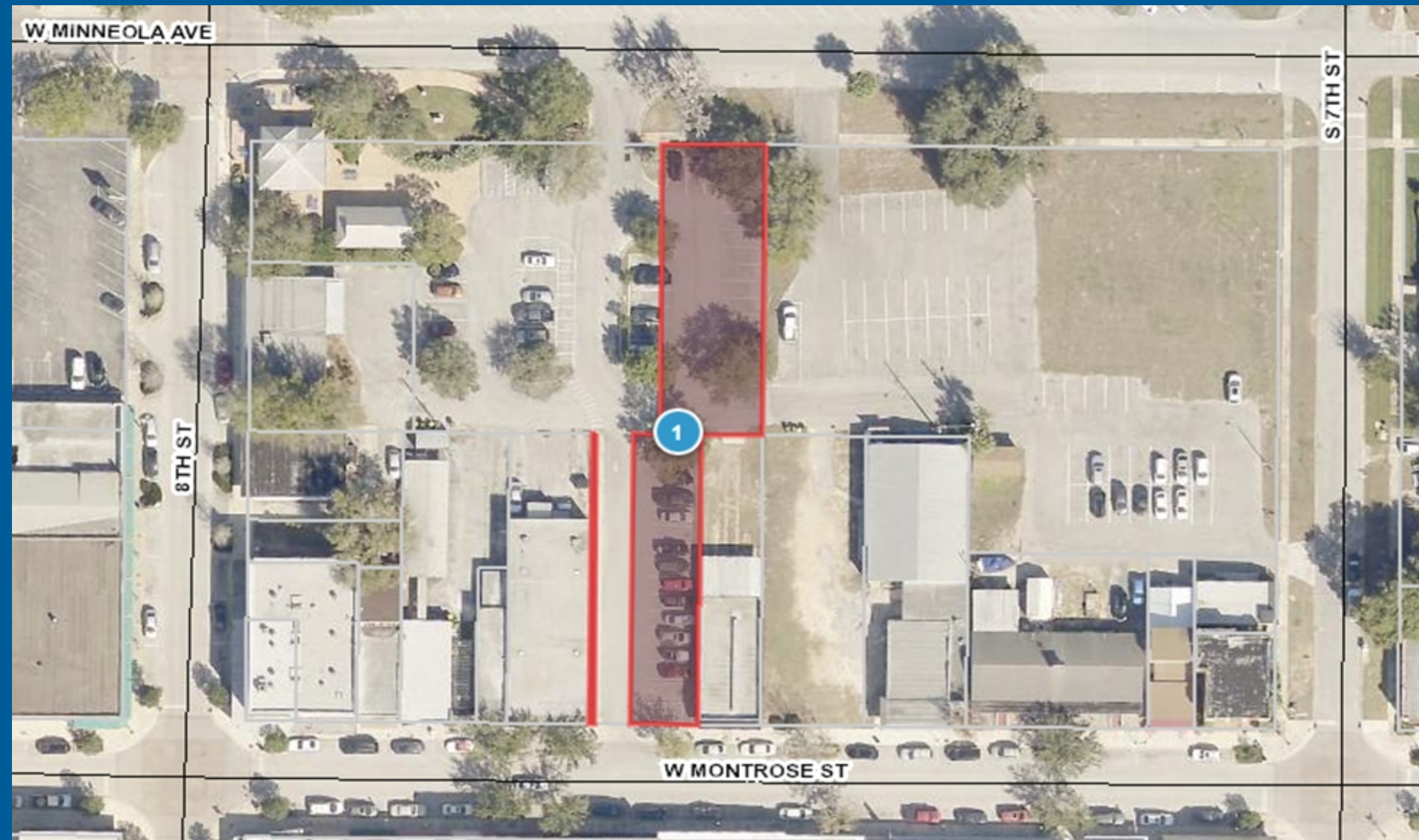
ART WALK PROJECT

July 23rd, 2019

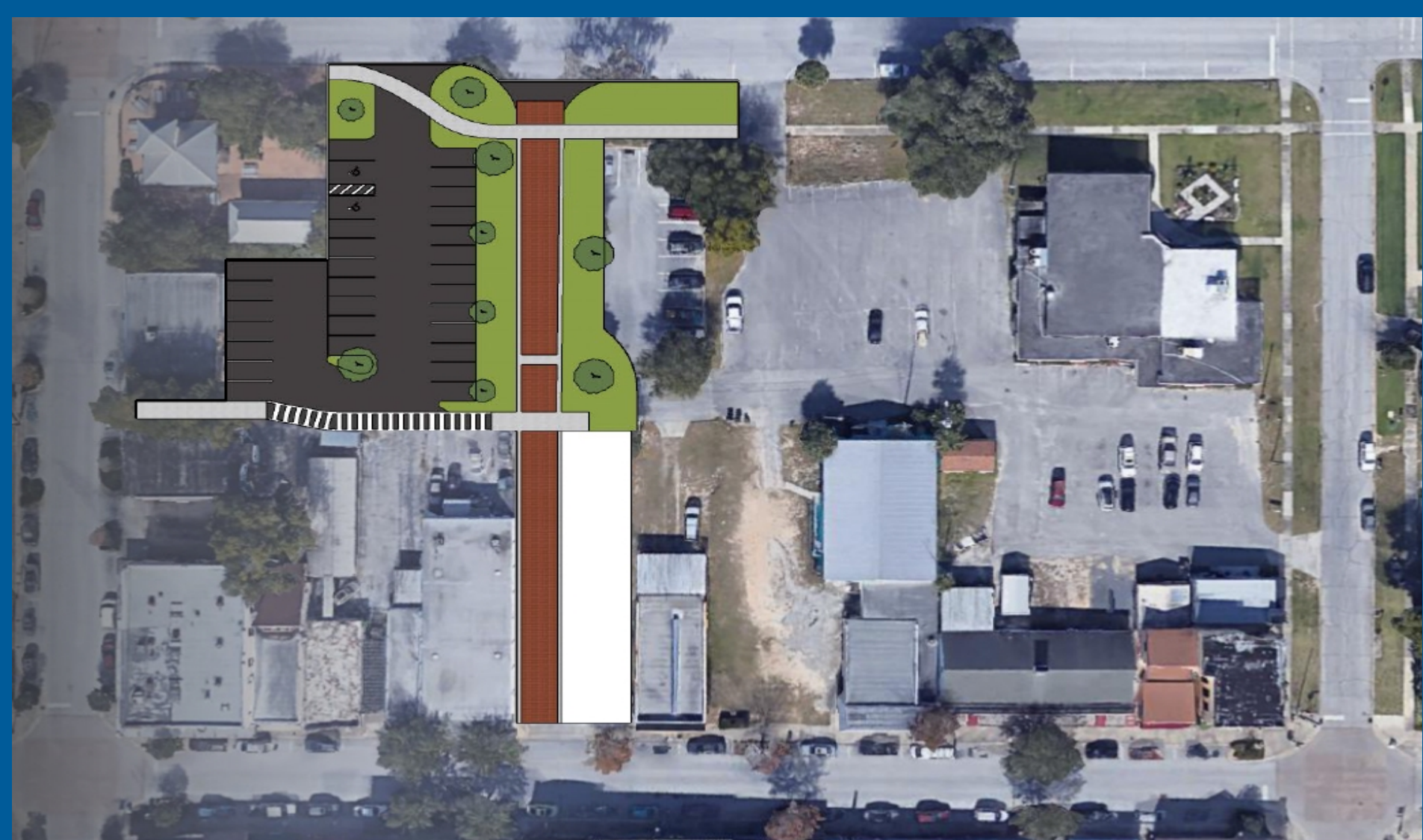
DOWNTOWN WATERFRONT DISTRICT



ARTWALK PROJECT - BACKGROUND



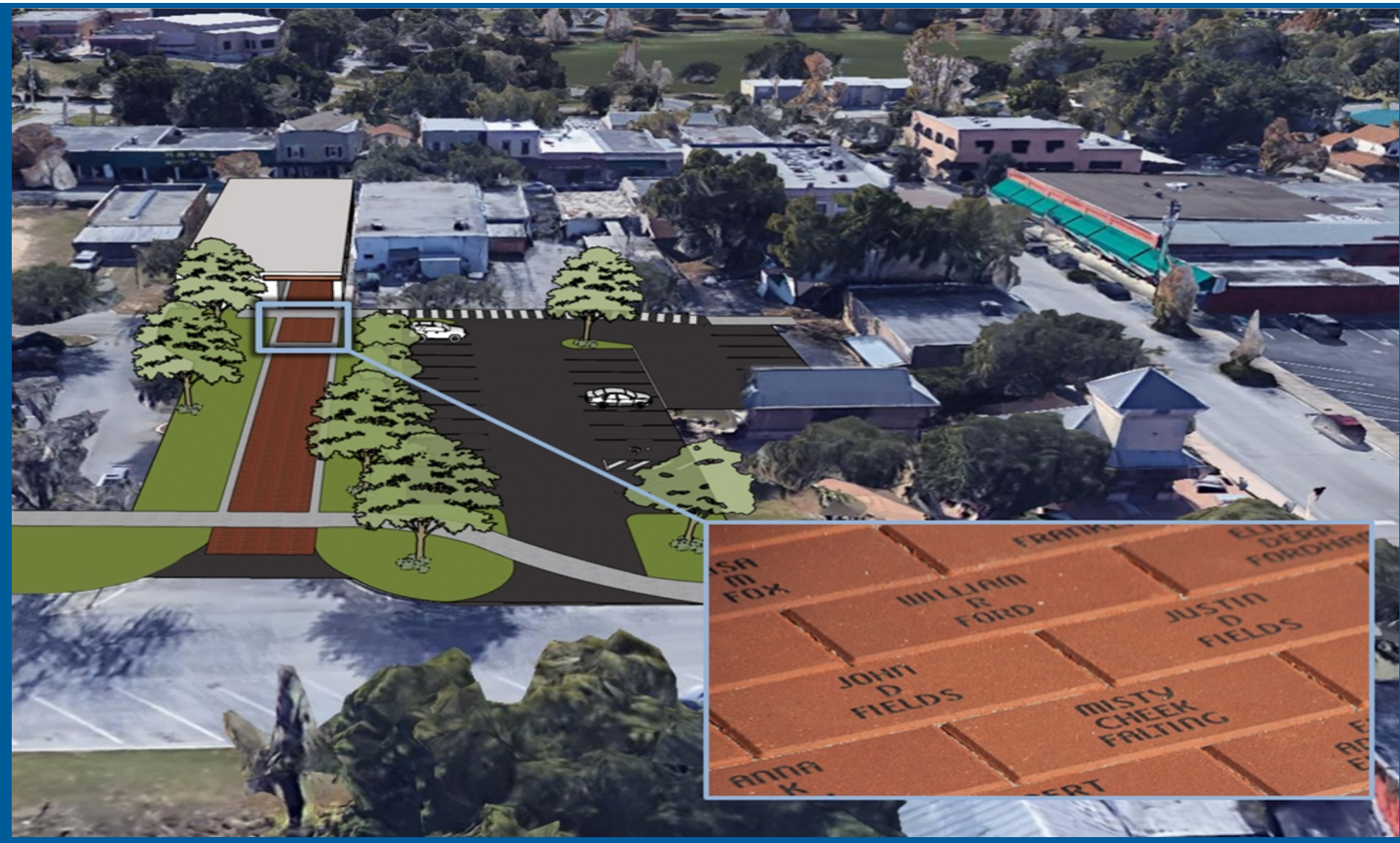
ARTWALK PROJECT



ARTWALK PROJECT



ARTWALK PROJECT



ARTWALK PROJECT



ARTWALK PROJECT



NEXT STEPS



- Complete Concept and Design of Artwalk
- Finalize Sidewalk and Parking Easements
- Determine Final Cost and seek Council Approval
- Begin Construction – Late 2019

ART DISTRICT, LLC



- Phase 1 Shops and Restaurants
- CUP – Development Services



Questions?



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Request Approval of the Interlocal Agreement between the City of Clermont, City of Groveland, City of Minneola and Utilities Inc. of Florida for water resource alternatives.		
Staff Report		
In 2014, the Members of the South Lake Water Initiative hired a consultant to develop a study which resulted in numerous potential projects and collaborative efforts to develop a cost effective and sustainable water supply for all of South Lake County. The largest utility providers of that group (City of Clermont, City of Groveland, City of Minneola and Utilities Inc. of Florida), propose a new condensed group for the purposes of further exploring and identifying cost effective and sustainable water resources through collaborative efforts and resource sharing, to decrease the regions dependency on groundwater withdrawals and protect the Florida Aquifer. Staff recommends Request Approval of the Interlocal Agreement between the City of Clermont, City of Groveland, City of Minneola and Utilities Inc. of Florida for water resource alternatives.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal Agreement between City of Clermont-City of Groveland-City of Minneola and Utlitieis Inc of Florida 2-03-2020	Interlocal Agreement between City of Clermont-City of Groveland-City of Minneola and Utlitieis Inc of Florida 2-03-2020.pdf	

**INTERLOCAL
AGREEMENT BETWEEN**

THE CITY OF CLERMONT;

THE CITY OF GROVELAND; THE CITY OF MINNEOLA

AND UTILITIES, INC OF FLORIDA

FOR REGIONAL WATER SUPPLY PLANNING AND STRATEGIES

THIS AGREEMENT is made and entered into by the City of Clermont, the City of Groveland, the City of Minneola, all municipal corporations organized under the laws of Florida and Utilities Inc. of Florida, a Florida corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties hereto, have determined that it is in the best interest to take a collaborative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, the Parties hereto wish to create a fact-finding committee for purposes of exploring and identifying cost effective and sustainable water resource systems for South Lake County through collaborative efforts and resource sharing among the parties, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Florida Aquifer.

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

- 1) **Recitals**. The foregoing recitals are true and correct and incorporated herein.
- 2) **Purpose**. The purpose of this Agreement is to create a committee for purposes of exploring, investigating and identifying projects that promote non-traditional/alternative water supplies and develop impact mitigation strategies to assist the parties in meeting their public water supply demands in South Lake County. The committee shall be known as the South Lake Regional Technical Advisory Committee (SLRTAC).
- 3) **Members**. Each party shall designate a staff member and an alternate to serve on the SLRTAC. Each party shall provide, in writing, the names, addresses, phone numbers, fax numbers, and e-mail addresses of its representatives to the other parties. Nothing herein or any action taken by this collaborative committee shall create or be deemed or interpreted to create any partnership, JV, or any other legal theory or claim that would render any party responsible for any actions taken or not taken or costs incurred or damages or liabilities arising from any action or omission by another party to this Agreement.

- 4) **Meetings.** SLRTAC shall hold regular scheduled meetings, no less than quarterly, at a time and place to be designated. At its first meeting and annually thereafter, SLRTAC shall elect from its members a Chairman and Vice Chairman for one-year terms. The Chairman position shall rotate annually and shall be held by each of the parties' representative before any party's representative can be elected to a second term.
- 5) **Advisory Fact Finding Committee.** Consistent with the established purpose of SLRTAC each party is encouraged to assign staff members to the committee who have an operational knowledge of and familiarity with their utility systems. The committee will have the limited authority to meet, identify, discuss, and review possible projects including, but not limited to, exploring, investigating, developing, and planning strategies for projects which advance and promote regional cooperative projects and other water resource initiatives. SLRTAC shall have no final decision making or binding authority with regard to the entities that are a party hereto. Each committee member will be responsible for reporting and presenting to his or her respective governing body or President on a regular and as needed basis, the activities and projects considered, explored, investigated and/or developed by SLRTAC. No action of SLRTAC shall be deemed final or binding in any manner on the parties until such time, if at all, the action is approved by the respective governing body or President of the respective party to which it would apply.
- 6) **Potential Projects.** The Parties agree that SLRTAC will work collectively to explore and develop regional water supply projects, alternative water supply, mitigation strategies and infrastructure interconnects and needs. Potential projects listed below are not meant to exclude additional or more cost effective options:
 - a) South Lake County Lower Floridan Aquifer Water Facilities – Distributed Model.
 - b) Additional Reclaimed Water to address Minimum Flows and Levels – Project Renew, Conserv II, other.
 - c) Shifting existing Upper Floridan Aquifer Wells to Lower Floridan Aquifer Wells.
 - d) Mitigation strategies to address Apshawa minimum flows and levels. - RIBs, stormwater diversion, etc.
 - e) A shared regional monitoring plan.
 - f) Alternative water supply elements that will be coordinated between the Parties to preclude competition and duplication.
 - g) Development of coordinated and consistent water conservation goals, plans, and elements. This Agreement does not obligate any of the Parties to share the cost (or to incur the cost) of hiring counsel, experts, or consultants in response to any challenges or denials.
- 7) **Non-Assignability.** This Agreement may not be assigned or otherwise transferred without the express written consent of all parties, except that UIF, may assign its obligations under this agreement to any wholly owned subsidiary of Corix Regulated Utilities (US), Inc. (f/k/a Utilities, Inc.), an Illinois corporation, without consent of the other parties.
- 8) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the formation of SLRTAC, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written,

and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein. This Agreement does not supplant, supersede, modify or amend any existing agreements. This Agreement does not supplant, supersede, modify or amend any applicable requirements of statutes or rules.

9) **Effective Date.** This Agreement shall become effective on the last date of formal execution by the Parties.

10) **Written Notice of Termination.** Any party of the Agreement may terminate their participation in this Agreement without cause by providing written notice to the other parties sixty (60) days prior to termination. The agreement shall remain in place for the remaining parties.

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

CITY OF CLERMONT

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

CITY OF MINNEOLA

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

CITY OF GROVELAND

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

UTILITIES, INC OF FLORIDA

President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

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

13) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions so long as the Parties' material objectives can be implanted with the remaining provisions.

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

IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.

CITY OF GROVELAND

Evelyn Wilson

Evelyn Wilson, Mayor

This 3rd day of February, 2019

Attest:

Virginia Wright
Virginia Wright, City Clerk

Approved as to form and legality:

Anita Geraci Carver

Anita Geraci Carver, City Attorney

CITY OF CLERMONT

Gail Ash

Gail Ash, Mayor
This _____ day of _____, 2019

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris
Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MINNEOLA

Attest:

Pat Kelley, Mayor

April Sheppard, City Clerk

This ____ day of _____, 2019

Approved as to form and legality:

Scott Gerkin, City Attorney

UTILITIES INC. OF FLORIDA

_____, President

This ____ day of _____, 2019



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number RFP-2019-0467 from the City of Casselberry with Granite Inliner to provide sanitary sewer, manhole, and gravity mains lining.		
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 City of Casselberry number RFP 2019-0467, to obtain the services of sanitary sewer, manhole, and gravity mains lining. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2001-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Casselberry contract number RFP 2019-0467. The City of Casselberry 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 is \$400,000 and is included in the current year approved budget. Account Code: 42535-66305		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2001-003	RFI 2001-003.pdf	
2. RFP-2019-0467 Price Proposal Summary Form 5.8.19	RFP-2019-0467 Price Proposal Summary Form 5.8.19.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the City of Casselberry Contract for Sanitary Sewer, Manhole, And Lift Station Wet Well Rehabilitation

CONTACT INFORMATION:	RFI No. 2001-003	ISSUED DATE: January 21, 2020
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>January 29, 2020 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: Granite Inliner

(c) Contract Number and Title: Contract No. RFP-2019-0467, Sanitary Sewer, Manhole, And Lift Station Wet Well Rehabilitation.

(d) Length of Contract: Contract expires June 9, 2022 with optional two (2) additional one-year renewal.

(e) Product or Service Provided: To provide sanitary sewer, manhole, and lift station wet well rehabilitation.

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.

RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND LIFT STATION

WET WELL REHABILITATION SERVICES

PRICE PROPOSAL FORM

Note: The unit prices entered on the Sample Project 1 and 2 must match the prices offered on this Proposal Form.

A. Ancillary Services	Unit	Granite Inliner	Hinterland Group	Insituform	Miller Pipeline, LLC	Vortex/Vacvision
Mobilization	LS	\$1,500.00	\$1,500.00	\$9,000.00	\$5,500.00	\$7,000.00
Traffic Control (per day)	per day	\$100.00	\$400.00	\$211.60	\$480.00	\$800.00
Traffic Control (per week)	per week	\$400.00	\$1,500.00	\$1,269.40	\$2,400.00	\$3,500.00
Light Cleaning	LF	\$2.00	\$2.00	\$1.80	\$4.00	\$4.00
Medium Cleaning	LF	\$4.00	\$4.00	\$3.70	\$7.00	\$7.00
Heavy Cleaning	LF	\$6.00	\$8.00	\$4.80	\$10.00	\$14.00
Root Removal	LF	\$3.00	\$8.00	\$6.30	\$20.00	\$20.00
Tuberculation	LF	\$35.00	\$12.00	\$14.80	\$30.00	\$35.00
Smoke Testing	LF	\$0.75	\$1.00	\$2.10	\$1.00	\$1.00
Easement Access	EA	\$750.00	\$10.00	\$264.50	\$1,300.00	\$2,000.00
Bypass Pumping						
Bypass Piping						
6" Sewer Flow	LF	\$0.25	\$2.00	\$0.80	\$1.05	\$8.50
8" Sewer Flow	LF	\$0.75	\$3.50	\$1.10	\$1.25	\$10.00
10" Sewer Flow	LF	\$1.00	\$5.00	\$1.10	\$4.80	\$11.00
12" Sewer Flow	LF	\$2.00	\$8.00	\$4.20	\$7.25	\$13.00
15" Sewer Flow	LF	\$3.00	\$10.00	\$6.30	\$9.75	\$15.00
18" Sewer Flow	LF	\$4.00	\$12.00	\$8.50	\$12.00	\$17.00
20" Sewer Flow	LF	\$8.00	\$15.00	\$10.60	\$30.00	\$20.00
Tanker Truck (Capacity _____ gallons)*** SEE BELOW	per load	\$350.00	\$350.00	\$2,644.60	\$3,000.00	\$2,500.00
Pump Set-up						
4" Pump	EA	\$1,990.00	\$200.00	\$105.80	\$2,150.00	\$500.00
6" Pump	EA	\$2,990.00	\$300.00	\$195.70	\$3,225.00	\$1,000.00
8" Pump	EA	\$4,310.00	\$500.00	\$317.40	\$4,675.00	\$1,500.00
Pump Operation						
4" Pump	per hr	\$39.00	\$35.00	\$26.40	\$42.00	\$175.00
6" Pump	per hr	\$62.00	\$50.00	\$52.90	\$66.00	\$300.00
8" Pump	per hr	\$84.00	\$65.00	\$79.30	\$90.00	\$400.00

RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND LIFT STATION
WET WELL REHABILITATION SERVICES
PRICE PROPOSAL FORM

B. Cured-in-Place Pipe Lining (CIPP)

6" Sewer Main	_____	LF	\$50.00	\$45.00	\$30.00	\$45.00	\$55.00
8" Sewer Main	_____	LF	\$30.00	\$24.00	\$27.00	\$30.00	\$35.00
10" Sewer Main	_____	LF	\$33.00	\$28.00	\$29.40	\$33.00	\$40.00
12" Sewer Main	_____	LF	\$40.00	\$30.00	\$39.10	\$36.00	\$45.00
15" Sewer Main	_____	LF	\$50.00	\$45.00	\$46.20	\$60.00	\$75.00
18" Sewer Main	_____	LF	\$60.00	\$55.00	\$63.80	\$85.00	\$100.00
Lateral Reconnection	_____	EA	\$250.00	\$200.00	\$138.50	\$150.00	\$150.00

Lateral Lining

Lateral Lining, up to 15'	_____	EA	\$3,600.00	\$3,800.00	\$3,385.10	\$5,526.00	\$3,520.00
Lateral Lining, 15' to 30'	_____	EA	\$3,900.00	\$4,100.00	\$3,702.40	\$6,504.00	\$3,850.00
Lateral Lining, >30'	_____	LF	\$84.00	\$95.00	\$79.30	\$102.00	\$82.50
Additional for Stack Service	_____	EA	\$2,000.00	\$300.00	\$1,904.10	\$3,900.00	\$1,980.00
Service with Pressure Grouting	_____	EA	\$150.00	\$250.00	\$317.40	\$540.00	\$650.00
Clean-Out Installation	_____	EA	\$950.00	\$800.00	\$2,115.70	\$3,000.00	\$2,500.00

C. Sanitary Manhole and Lift Station Wet Well Rehabilitation

Epoxy Liner Application (per vertical foot)	_____	VF	\$315.00	\$280.00	\$317.40	\$360.00	\$546.25
Invert Repair	_____	per MH	\$250.00	\$300.00	\$528.90	\$2,000.00	\$500.00
Vacuum Jet Cleaning (manhole)	_____	per MH	\$50.00	\$75.00	\$158.70	\$200.00	\$650.00
Vacuum Jet Cleaning (wet well)	_____	per WW	\$1,250.00	\$1,800.00	\$476.00	\$540.00	\$850.00
Removal of Existing Liner	_____	VF	\$100.00	\$75.00	\$116.40	\$240.00	\$470.00
Manhole Inflow Dish	_____	EA	\$75.00	\$60.00	\$52.90	\$186.00	\$250.00
Manhole Chimney Seal or Coating	_____	per MH	\$150.00	\$350.00	\$158.70	\$1,200.00	\$300.00
Manhole Ring & Cover Repair/Replace	_____	per MH	\$1,665.00	\$1,200.00	\$1,269.40	\$1,440.00	\$1,500.00

Injection Grouting

Manhole Depth 0'-5', up to 55 gallons	_____	per MH	\$500.00	\$500.00	\$317.40	\$840.00	\$1,000.00
Manhole Depth 5'1"-10', up to 55 gallons	_____	per MH	\$900.00	\$1,200.00	\$423.10	\$960.00	\$2,000.00
Manhole Depth 10'1"-15', up to 55 gallons	_____	per MH	\$1,200.00	\$2,800.00	\$528.90	\$1,080.00	\$3,000.00
Manhole Depth over 15', up to 55 gallons	_____	per MH	\$1,500.00	\$2,800.00	\$740.50	\$1,200.00	\$5,000.00
Wet Well, up to 55 gallons	_____	per WW	\$1,750.00	\$2,800.00	\$952.10	\$1,440.00	\$6,000.00
Additional Grout	_____	per gal	\$91.00	\$75.00	\$528.90	\$30.00	\$200.00

D. Emergency Services

Mobilization (Emergency)	_____	LS	\$3,890.00	\$2,500.00	\$6,029.70	\$4,500.00	\$7,000.00
Top Hatting	_____	EA	\$2,780.00	\$3,000.00	\$2,644.60	\$4,386.00	\$2,750.00
Point Grouting	_____	per gal	\$91.00	\$150.00	\$21.20	\$300.00	\$200.00
CCTV Inspection	_____	LF	\$1.25	\$1.50	\$2.10	\$3.00	\$700.00

RFP-2019-0467 - SANITARY SEWER, MANHOLE, AND LIFT STATION
WET WELL REHABILITATION SERVICES
PRICE PROPOSAL FORM

Cured-in-Place (CIP) Repair Sleeve

6" Sewer Main, 2'-5'	EA	\$2,780.00	\$1,200.00	\$3,268.70	\$3,708.00	\$3,337.20
6" Sewer Main, 6'-9'	EA	\$2,890.00	\$1,200.00	\$3,496.20	\$3,966.00	\$3,569.40
6" Sewer Main, 10'-12'	EA	\$3,000.00	\$1,200.00	\$3,601.90	\$4,086.00	\$3,677.40
6" Sewer Main, 13'-15'	EA	\$3,120.00	\$1,200.00	\$3,792.40	\$4,302.00	\$3,871.80
6" Sewer Main, 16'-20'	EA	\$3,340.00	\$1,200.00	\$4,167.90	\$4,728.00	\$4,255.20
8" Sewer Main, 2'-5'	EA	\$2,780.00	\$2,400.00	\$3,438.00	\$3,900.00	\$3,510.00
8" Sewer Main, 6'-9'	EA	\$3,000.00	\$2,400.00	\$3,676.00	\$4,170.00	\$3,753.00
8" Sewer Main, 10'-12'	EA	\$3,230.00	\$2,400.00	\$3,792.40	\$4,302.00	\$3,871.80
8" Sewer Main, 13'-15'	EA	\$3,450.00	\$2,400.00	\$3,988.10	\$4,524.00	\$4,071.60
8" Sewer Main, 16'-20'	EA	\$3,670.00	\$2,400.00	\$4,384.70	\$4,974.00	\$4,476.60
10" Sewer Main, 2'-5'	EA	\$3,000.00	\$3,400.00	\$3,475.00	\$3,942.00	\$3,547.80
10" Sewer Main, 6'-9'	EA	\$3,230.00	\$3,400.00	\$3,744.80	\$4,248.00	\$3,823.20
10" Sewer Main, 10'-12'	EA	\$3,450.00	\$3,400.00	\$3,882.30	\$4,404.00	\$3,963.60
10" Sewer Main, 13'-15'	EA	\$3,670.00	\$3,400.00	\$4,078.00	\$4,626.00	\$4,163.40
10" Sewer Main, 16'-20'	EA	\$3,890.00	\$3,400.00	\$4,495.80	\$5,100.00	\$4,590.00
12" Sewer Main, 2'-5'	EA	\$3,340.00	\$3,800.00	\$3,617.80	\$4,104.00	\$3,693.60
12" Sewer Main, 6'-9'	EA	\$3,670.00	\$3,800.00	\$3,919.30	\$4,446.00	\$4,001.40
12" Sewer Main, 10'-12'	EA	\$4,000.00	\$3,800.00	\$4,495.80	\$5,100.00	\$4,590.00
12" Sewer Main, 13'-15'	EA	\$4,340.00	\$3,800.00	\$4,643.90	\$5,268.00	\$4,741.20
12" Sewer Main, 16'-20'	EA	\$4,670.00	\$3,800.00	\$5,035.30	\$5,712.00	\$5,140.80
15" Sewer Main, 2'-5'	EA	\$4,450.00	\$3,800.00	\$4,263.10	\$4,836.00	\$4,352.40
15" Sewer Main, 6'-9'	EA	\$5,000.00	\$3,800.00	\$4,506.40	\$5,112.00	\$4,600.80
15" Sewer Main, 10'-12'	EA	\$5,560.00	\$3,800.00	\$4,744.40	\$5,382.00	\$4,843.80
15" Sewer Main, 13'-15'	EA	\$6,120.00	\$3,800.00	\$4,903.10	\$5,562.00	\$5,005.80
15" Sewer Main, 16'-20'	EA	\$6,670.00	\$3,800.00	\$5,876.30	\$6,666.00	\$5,999.40
18" Sewer Main, 2'-5'	EA	\$5,560.00	\$4,500.00	\$4,855.50	\$5,508.00	\$4,957.20
18" Sewer Main, 6'-9'	EA	\$6,450.00	\$4,500.00	\$6,024.40	\$6,834.00	\$6,150.60
18" Sewer Main, 10'-12'	EA	\$7,340.00	\$4,500.00	\$7,383.70	\$8,376.00	\$7,538.40
18" Sewer Main, 13'-15'	EA	\$8,230.00	\$4,500.00	\$8,060.70	\$9,144.00	\$8,229.60
18" Sewer Main, 16'-20'	EA	\$9,120.00	\$4,500.00	\$8,922.90	\$10,122.00	\$9,109.80

***Please fill in capacity for tanker truck.

Granite Inliner - 2,400 gallons

Hinterland Group - 4,500 gallons

Insituform - 4,000 gallons

Miller Pipeline , LLC - 4,000 gallons

Vortex/Vacvision - 2,000 gallons



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Event Request		
Requested Action		
Recommend to approve the event.		
Staff Report		
Easy Events Inc. has requested to have a two-day event, at Waterfront Park, on Saturday, April 11th & 12th of 2020. The hours will be 12 p.m. to 10 p.m. daily. The event organizer has agreed to comply with all safety requirements from the Clermont Police and Fire Department.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Easter Celebration Application-Council Easter Celebration Application-Council.pdf 2. SFF Event Map SFF Event Map.png		



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

#6849

Today's Date 2-6-20
Name of Event SOUTH LAKE FAIR - EASTER CELEBRATION
Date(s) of Event 11 + 12 @ APRIL, 2020 Estimated Attendance: 5,000 (2,500 each day)
Event Start Time: NOON Event End Time: 10pm
Before Event Setup Time: 8AM DAILY After Event Cleanup Time: MIDNIGHT
Name of Organization/Applicant EASY EVENTS GROUP INC

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 Richard Garvie Email info@easyeventsgroup.com
Day Phone 407 212 9375 Cell Phone _____
Address 827 MAPLE FOREST AVE City MINNEOLA State FL Zip 34715
Secondary Contact TIFFANY HEIS Phone # 407 212 9375

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

VARIOUS LOCAL GROUPS/CHARITIES

Briefly Describe Event: FOOD VENDORS, RETAIL VENDORS, SMALL STAGE, BOUNCE HOUSES + KID RIDES (TBC), FREE ADMISSION

Location of Event on City Property: Map 1 ☒ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

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's

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

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

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

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

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

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: SMALL STAGE

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.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

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

Greg Director

Title

RICHARD CARVILLE

Printed Name

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

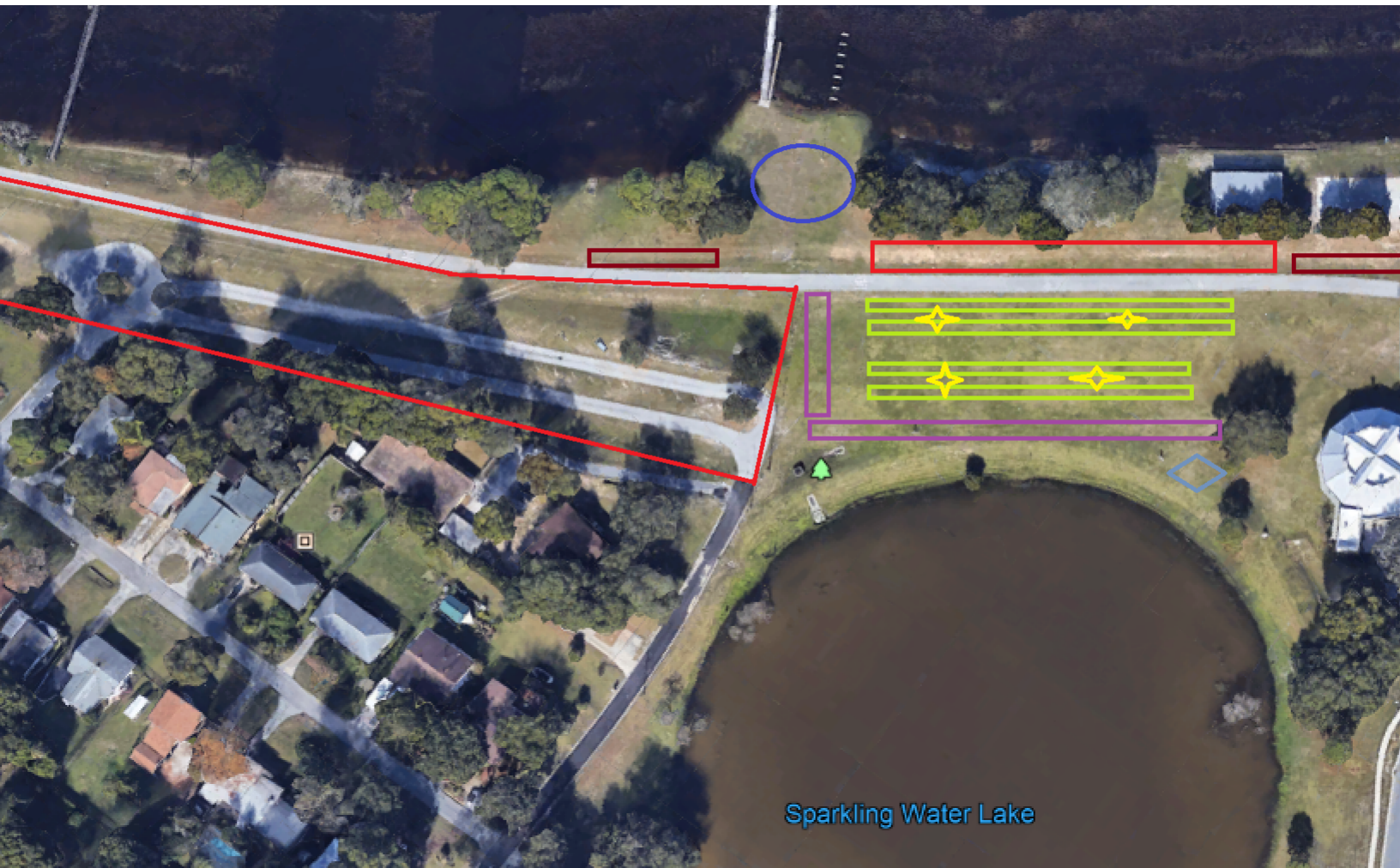
b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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.



South Lake Fair - Easter Celebration Fundraiser



Small Stage



Restrooms



Light Towers



Dumpster

e
ndors
ndors
balloon (Weather)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, February 25, 2020								
Agenda Item Name								
Special Event Request								
Requested Action								
Recommend approval for 10 events with a temporary structure for 2020.								
Staff Report								
The applicant, Jim Anderson with Stormy Hill Harley-Davidson, is requesting the Council's consideration in approving 10 open-air events with a temporary structure for the calendar year 2020 at the Harley-Davidson dealership located at 2480 S. Highway 27. The applicant has submitted a letter with the tentative dates and times for the proposed events. Section 122-348 (a)(2) of the land development code requires this kind of request to come before the Council since it is more than one permit per year. The applicant has previously received Council approval for multiple events the past three years. Prior to each event, a special event application must be submitted to the Fire Department. The Clermont Police Department has no records of complaints the past year regarding these events. Staff recommends approval of the request.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>Special Event Application</td><td>2020 Stormy Hill Special Event Request.pdf</td></tr><tr><td>2.</td><td>Map</td><td>Stormy Hill HD Map.pdf</td></tr></table>			1.	Special Event Application	2020 Stormy Hill Special Event Request.pdf	2.	Map	Stormy Hill HD Map.pdf
1.	Special Event Application	2020 Stormy Hill Special Event Request.pdf						
2.	Map	Stormy Hill HD Map.pdf						



CITY OF CLERMONT
Temporary Structure Permit
or Open Air Sales Permit
Application

PROJECT or BUSINESS NAME (if applicable): Stormy Hill Harley Davidson

APPLICANT & CONTACT PERSON: Jim ANDERSON

Address: 2480 S. Hwy 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-7610

E-Mail: J-ANDERSON@STORMYHILLHARLEY.COM

OWNER: JANICE MALIK

Address: 2480 S. Hwy 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-7610

Type of Structure & Size (tent, etc): See Attached Document

Proposed location of structure, Event or Open Air Sale (attached site plan, map, aerial, etc. as needed to demonstrate proposal): See Attached Document

Description of operation or event (attach additional information as necessary): SEE ATTACHED DOCUMENT

Date(s) for which permit is requested: See Attached Document

Hours of operation: See Attached Document

I /we, the undersigned property owner / applicant, do hereby state that I /we have ready the City of Clermont's regulations for Temporary Structure Permits and will abide by these regulations. By signing below said property owner understands that should the temporary structure not be erected and removed by the dated specified above, subsequent requests for a Temporary Structure Permit may be denied.

Jim Anderson
Applicant Name (print)

X Jim Anderson
Applicant Name (signature)

JANICE MALIK
Owner Name (print)

X JANICE MALIK
Owner Name (signature)

NOTE: The desired dates requested for the Temporary Structure or Event Permit must extend from the date the structure is proposed to be erected through the date the structure is proposed to be removed. Temporary Structure Permits for more than 10 days or for more than one (1) time/year, must be scheduled on the agenda and requested of the Clermont City Council, and shall be considered at a public meeting.

Approved by the City of Clermont _____ Date _____
Notes: _____



January 31, 2020

City of Clermont

RE: Special Event / Open Air Sales Permit Application

We would like the City Council to consider our request for temporary structure permits for year 2020. Our schedule for events currently is 6 with the potential of additional 4 more as we get further into planning the years activities. All of these events with the exception of Leesburg Bike Best are 1 day events. Our single day events run approximately 4 ' hours long and have between 150 and 200 people in attendance per event. Separate from our 20' x 40' tent request we will have vendors utilizing 10' x 10' pop up tents during Leesburg Bike Fest and occasionally on other single day events. These events are a vital part of our business as well as reaching out to our community.

We may have two or three additional events requiring permits for events following the same format as below and request the Council grant up to 10 permits for our event schedule in 2020.

February 22nd – Pig Roast / Jeep Jamboree

February 29th – Pre Bike Week Kick Off. This event runs from 9am to 4 pm. 20' X 40' tent, band, food and vendors with 10' X 10' pop up tents

April 23 – 26th Leesburg Bike Fest – 9 am – 6 pm, Thurs, Fri. and Saturday, 10 am – 4 pm Sunday. This Event will use a 20' X 40' tent for shade and seating. Will have food, vendors, band with 10' x 10' pop up tents.

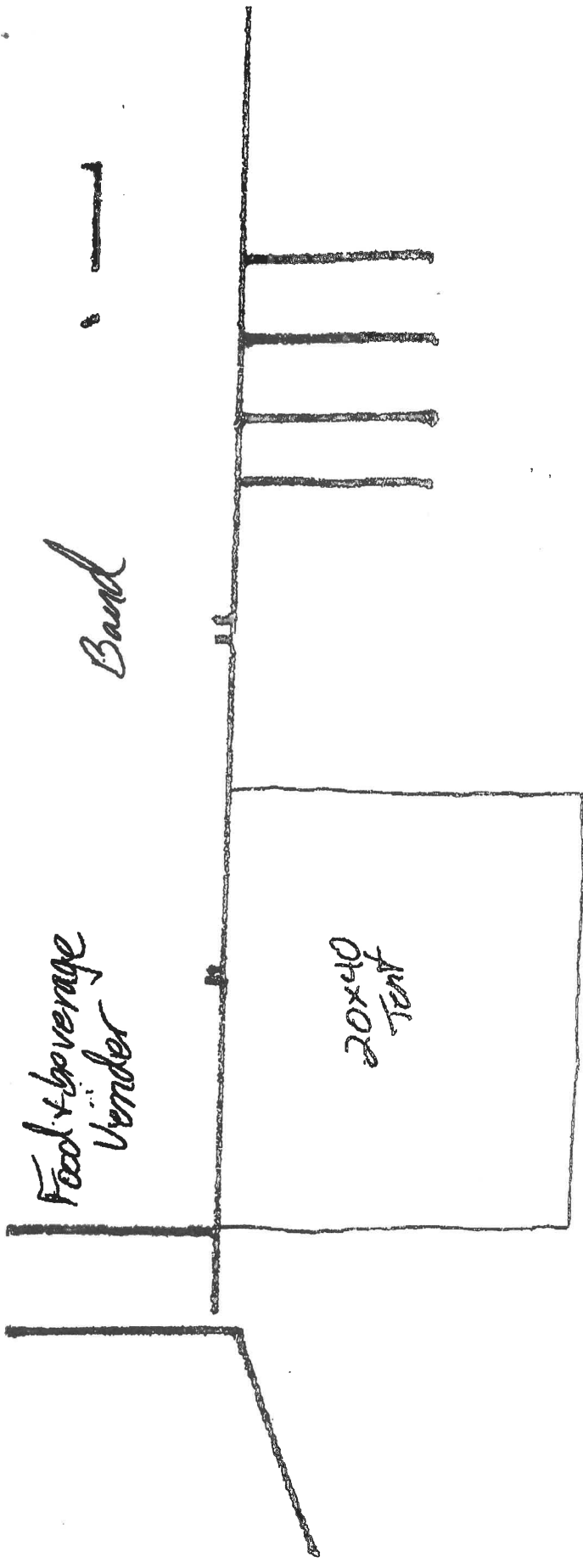
May 16 – Veterans Memorial Day Event

June 6th – Anniversary Party – Food, Vendors, Band and 20' x 40' tend

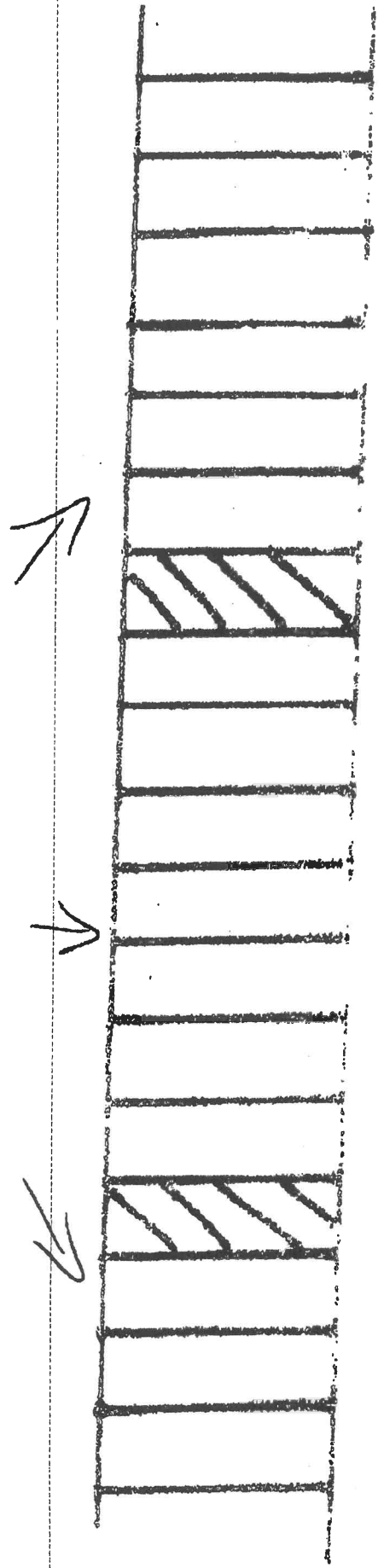
September 12th – Open House – Introduction of new 2021 Models

Thanks you for your time and consideration. We look forward to a positive response.

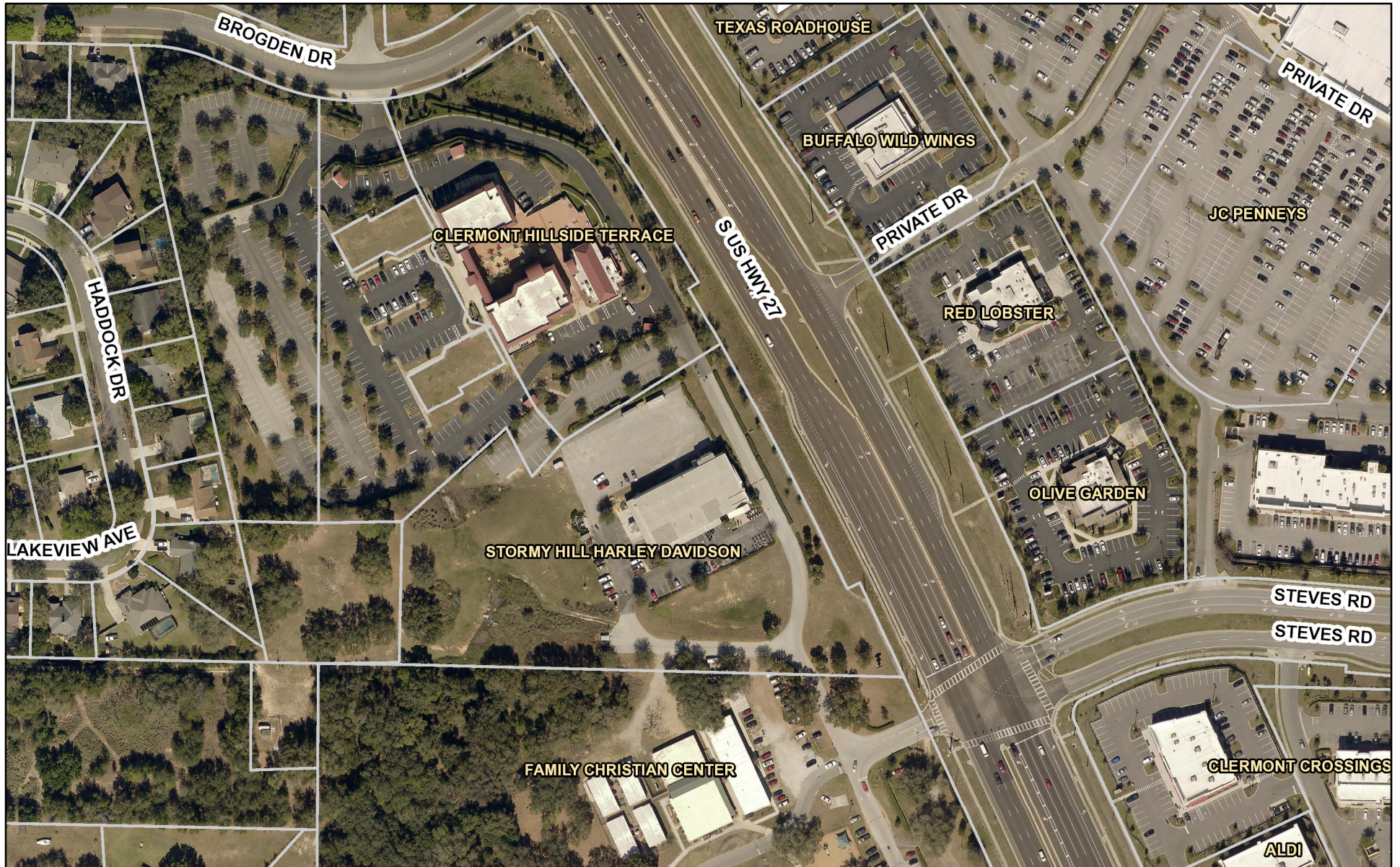
Janice Malik
Owner
Stormy Hill Harley-Davidson



10 x 10 Vendor Locations



Stormy Hill Harley-Davidson



February 3, 2020

Street Names

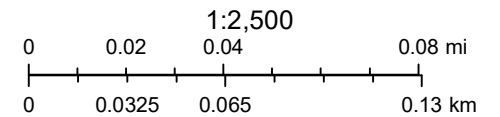


Surrounding Counties

Property Name



Tax Parcels



Lake BCC



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Event and Open Container Request		
Requested Action		
Recommend to approve the event and open container for "Illuminate for Inclusion" event.		
Staff Report		
Central Florida Dreamplex has requested to have an event, at Victory Pointe, with open container from 6 p.m. to 9 p.m. The event organizer has agreed to comply with all safety requirements from the Clermont Police and Fire Department, and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	5-15-20Illuminate for Inclusion application	5-15-20Illuminate for Inclusion application.pdf
2.	VP Layout for Illuminate for Inclusion	VP Layout for Illuminate for Inclusion.pdf



#1146

APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 1/21/2020
Name of Event Illuminate for Inclusion
Date(s) of Event 5/15/2020 Estimated Attendance: 1,000
Event Start Time: 6:00 pm Event End Time: 9:00 pm
Before Event Setup Time: 8:00 am After Event Cleanup Time: 11:00 pm
Name of Organization/Applicant Central Florida Pediatric Therapy Foundation / Central Florida Dreamplex

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 # 85-8016303770C-0

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

Federal ID # or Driver's License # 27-1429422

Event Contact Bruce Haase Email cgomesecfldreamplex.com, brucehaase@gmail.com

Day Phone (352) 409-3692 Cell Phone 414-788-3342

Address _____ City _____ State _____ Zip _____

Secondary Contact Cameron Gomes Phone # 352-394-0212 Ext 104

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Central Florida Dreamplex 2400 S. Hwy 27 Suite B201 Clermont, FL 34711
Briefly Describe Event: Benefit concert with Kid Zone and Food Trucks

Location of Event on City Property:  ☐ Map 2 ☒ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

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* _____

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

Electrical Use: ☒ Yes ☐ No Describe the need: Stage sound & lighting.

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☒ No Describe Use: Light Towers

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

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:

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.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED/COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator.

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☒ 7. Road Closure locations - *(if applicable)*
- ☒ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

FACILITY SALES RECEIPT



Receipt # 49026
Payment Date: 01/30/20
Household: 1146

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

Central Florida Pediatric Therapy Fou
 2400 S Highway 27
 STE B201
 Clermont FL 34711

Reservation Details: Waterfront Park, Victory Pointe

Reserv. Contact: **Central Florida Pediatric Therapy Foundation Inc.**
 Phone Number: **(Not Assigned)**
 Reserv. Number: 6550
 Status: Firm
 Purpose: Illuminate for Inclusion
 Anticipated Count: 1000

<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>
Fri 05/15/2020 6:00A to 10:00P	210.00	210.00	10.00	10.00	200.00
Deposit:	150.00	150.00	150.00	150.00	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
Daily - Resident / Non Profit	200.00	1.00	0.00	0.00	200.00
Deposit	150.00	1.00	0.00	0.00	150.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 01/30/20 @ 3:04 pm by acardarelli

Total New Deposit Fees	150.00
Total New Fees	210.00
Total Due	360.00
Total Deposit Fees Paid	150.00
Total Fees Paid	10.00
Total Paid	160.00
Balance From Receipt	200.00

Payment of: 160.00 Made By: Check With Reference: 1101





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
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, 2020 from 5:00 PM to 9:30 PM. The City will be using licensed caterer and bartender 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, February 25, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend to approve Event and Road Closure Request by FloDash Events for the "Freedom 5K" in Downtown Clermont on July 4, 2020.		
Staff Report		
Requesting approval for road closures to accommodate the "Freedom 5K" event request. The following roads will be closed between 7 a.m. and 9 a.m.: -Montrose Street between 4th Street and 11th Street -Minneola Avenue between 4th Street and Victory Way -Desoto Street between 8th Street and 7th Street -8th Street between Montrose Street and Desoto Street -7th Street between Montrose Street and Desoto Street -4th Street between Minneola Street and Montrose Street -11th Street between Minneola Avenue and Montrose Street		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Freedom 5K	Freedom 5K.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 2-12-2020
Name of Event Freedom 5K
Date(s) of Event 7/4/2020 Estimated Attendance: 400
Event Start Time: 7:30 Event End Time: 8:30
Before Event Setup Time: 5:00 AM After Event Cleanup Time: 9:30 AM
Name of Organization/Applicant Flodash Events LLC

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 # 83-345 6817
Event Contact Kimberly Grogan Email flodashevents@gmail.com
Day Phone _____ Cell Phone 352-217-9291
Address 741 W Montrose St City Clermont State FL Zip 34711
Secondary Contact Amalie Skorman Phone # 407-230-8756
If this event is a fundraiser, who is the beneficiary? (provide contact information and address) _____

Briefly Describe Event: 5k run/walk mile run/walk - family oriented activity

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☒ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: SunCreek Brewery, park beside City Hall

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No only post race by SunCreek

If Yes, State Alcoholic Beverage License REQUIRED for sale of 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* 4 - 10x10

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

Electrical Use: ☐ Yes ☐ No Describe the need: _____

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

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: Start & Finish line music & announcements

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.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

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

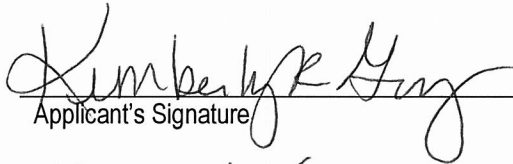
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

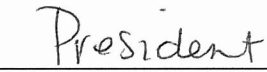
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

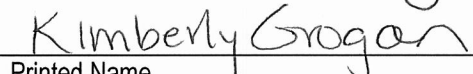
PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, 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.

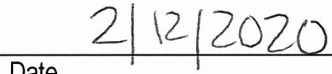
Indemnification, Insurance and Additional Costs

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


Title


Printed Name


Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

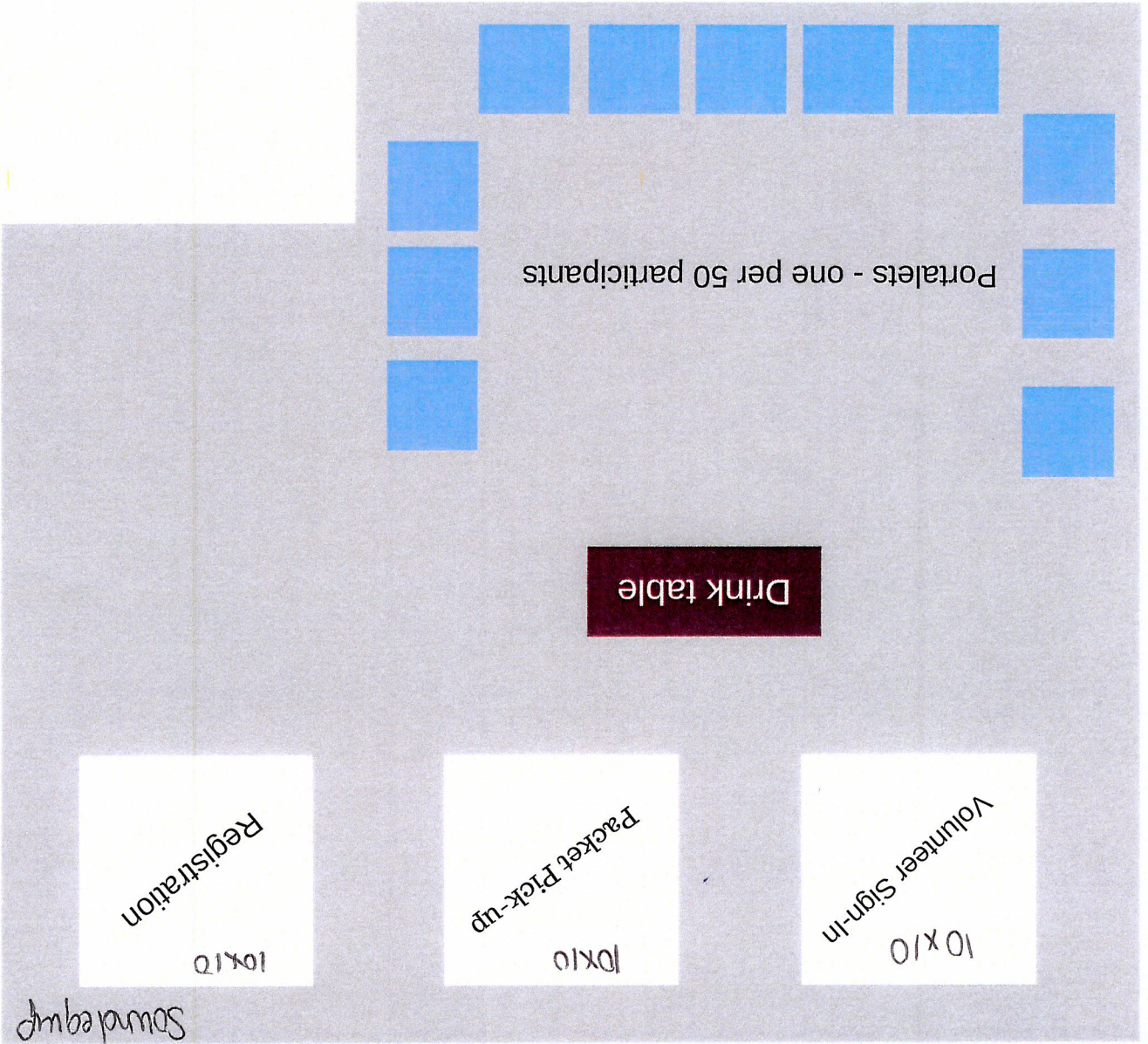
e) Development Services Dept.

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.



Parking Lot

City Hall



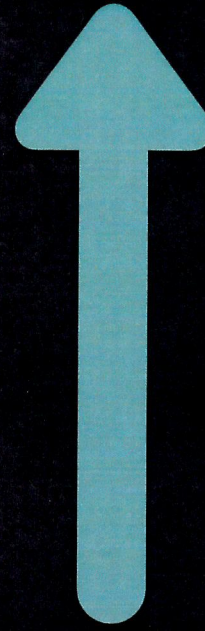
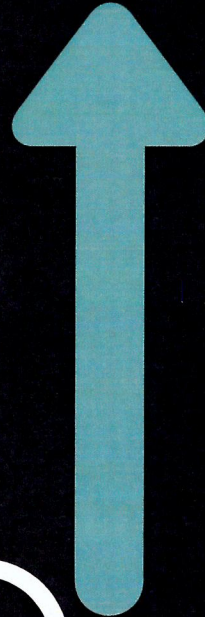
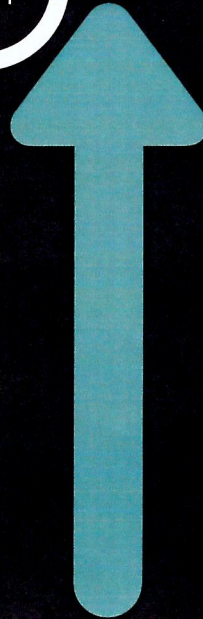
START

8th Street



Medical

Food



Clermont Freedom 5K & One Miler

Presented by FloDash Events

Dear Resident/Business Owner on the Freedom 5K route,

On July 4th, 2020, your neighbors at Dash Sports and FloDash Events are bringing the first Annual Freedom 5K to Downtown Clermont. Celebrating Independence Day with a morning race, will not only attract our local families of walkers and runners, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer. We have carefully designed a course that is unique and will take participants on a nice little tour of Downtown and Victory Point.

Attached please find a map of the course for your reference. You are receiving this letter because your home or business is on the race route and we would love for you to be a part of this special day! Participation can be either by cheering from your location, volunteering at one of our stations or joining us to run /walk. Once we have the registration website opened, we will provide you with a discount code so you and your friends can register at a special rate. In order to make the streets more festive, we are providing all homes and businesses on the route with USA flags so you can help us line up the streets with them.

Below is some key information about the morning and what to expect:

- Friday July 3rd. Start and Finish line setup. Start will be in front of City Hall, Finish line will be in front of Sun Creek Brewery. Flags will be delivered to all those residences and businesses on the route. Cars parked on the route will be left a reminder of road closure the following morning.
- July 4th. 7:30AM 5K starts. 7:35AM 1 Miler starts.
- Street closure will be between 7:00AM - 8:30AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Amalie Skorman at flodashevents@gmail.com . You may also contact us if your business or club would like to be a sponsor or be involved in any way.

Thank you for helping our community grow and live actively!! We look forward to a great event celebrating Independence Day with our neighbors.

FloDash Events & Dash Sports



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Resolution No. 2020-08R		
Requested Action		
Recommend approval of Resolution 2020-08R		
Staff Report		
The Clermont Boat House has been managed by Lake County Rowing Association since the boat house opened. Lake County Rowing Association has grown their programs and events since their inception, and has provided substantial economic development through these programs. The City wishes to continue Lake County Rowing Association's management of the Clermont Boat House with a new Agreement for an additional five (5) years.		
Additional Analysis		
Fiscal Impact Summary		
Lake County Rowing Association pays the City a fee of five hundred dollars (\$500.00) per month. There is no change in the fees.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2020-08R - Resolution - Rowing Association Agreement 2_25_20	2020-08R - Resolution - Rowing Association Agreement 2_25_20.pdf
2.	LCRA Management Agreement 2020 DFM edits	2020-08R - Supplemental - LCRA Management Agreement 2020 DFM edits.pdf

CITY OF CLERMONT
RESOLUTION NO. 2020-08R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CLERMONT, LAKE COUNTY, AND LAKE COUNTY ROWING ASSOCIATION, INC FOR MANAGEMENT OF THE CLERMONT BOAT HOUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve and accept the management agreement between the City of Clermont, Lake County, and Lake County Rowing Association for the management of the Clermont Boat House, subject to the conditions contained in the Agreement.

SECTION 2.

The Mayor is authorized and directed to enter into the agreement attached hereto as Exhibit 'A'.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2020-08R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 25th day of February 2020.

CITY OF CLERMONT

Gail L. Ash
Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

MANAGEMENT AGREEMENT

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This **MANAGEMENT AGREEMENT** (this “**Agreement**”) is entered into on this February __, 2020 and shall be effective on the date of issuance of the Certificate of Occupancy of the Boathouse described herein (the “Effective Date”), by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation (“**Manager**”), and the City of Clermont (“**City**”) a political subdivision of the State of Florida.

RECITALS

WHEREAS, the City owns the Downtown Clermont Waterfront (the “**Boathouse**”) in South Lake County to host national, regional, and local rowing events, team training and to bring in clubs, college teams, and high school teams to Lake County with the assistance of Manager (the “**Program**”); and

WHEREAS, the City desires to lease the Boathouse to Lake County Rowing Association to use the interior of the Boathouse for its club membership and activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. RECITALS.

The above Recitals are true and correct and form a part of this Agreement.

2. TERM.

The term of this Agreement (“Term”) shall commence on the Effective Date and continue for five (5) years. Thereafter this Agreement may be extended for an additional five (5) years as may be mutually agreed to by the Parties in writing. At least twelve (12) but no more than eighteen (18) months prior to the expiration of this Agreement, the parties will meet to discuss an extension to this Agreement and/or processes related to transition of control to the City or Manager’s successor.

3. MANAGER FEE.

In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Manager, Manager shall pay to City the sum of FIVE HUNDRED (\$500)

Initials: ____/____

DOLLARS per month for each month or portion thereof commencing on February 26, 2020 and continuing on the first day of each month thereafter through the Initial Term of this Agreement.

4. BOATHOUSE FACILITY.

(a) **Changes to the Boathouse.** Manager shall not make any modifications, changes or alterations to the Boathouse without City's prior written consent after providing to City any and all applicable plans or any other documentation reasonably required by City. Maintenance at Manager's expense, of the existing appearance of the Boathouse and/or repair or replacement of existing facilities or equipment at Manager's expense, shall not be a change requiring prior approval of City.

(b) **Ownership of the Boathouse.** Manager acknowledges that the City is the owner of the Boathouse. Any additions of permanent fixtures to the Boathouse by Manager shall require City's prior written consent and shall remain the property of City upon termination of this Agreement.

5. RIGHT AND DUTIES OF MANAGER.

(a) **Management of the Boathouse Premises.** Manager agrees to be responsible for managing, directing, operating and coordinating the daily activities on the Boathouse Premises, as described below, to include, organizing, scheduling and advertising, national, regional and local rowing regattas and events utilizing the Boathouse Premises.

Any named events solely established by, exclusively owned by, or bearing the name of Manager at the termination of this Agreement shall be and remain that of Manager, as applicable; this right of ownership shall survive termination of this Agreement. Manager shall not use the name, image or likeness of the City of Clermont or "Choice of Champions" without the express prior written approval of City. Notwithstanding anything herein to the contrary, the parties recognize the benefit of co-branding and the use of the name "Choice of Champions" (or other similar reference to "Champions" or "Choice"), if permitted by the City at the time of organization of the event, shall not otherwise convert or transfer the ownership of the event from Manager to the City if the other conditions set forth in this paragraph are met. Additionally, any the right to use the name "Choice of Champions" (or other similar reference to Champions" or "Choice" granted by City, at any time and for any event, shall be revocable at any time by City and shall not otherwise convert or transfer any ownership rights, license or interest in the name to Manager. Furthermore, Manager shall not have the right to assign or authorize any other person, company or entity to use the name, without the express prior written approval of the City.

(b) **Use of Boathouse.** During the Term of this Agreement, Manager shall have the exclusive right to possession and management of all interior areas of the Boathouse, as more particularly described in Exhibit "B" attached hereto and incorporated herein and referred to as the "Boathouse Premises", subject only to the City's right to use the outside surrounding areas and its right to enter for maintenance, repair, and inspection as further set forth herein. Manager's exclusive rights hereunder shall only apply to the interior of the Boathouse any use of the exterior surrounding areas shall be subject to the prior approval of the City, including but not limited to any accessory structures. It is expressly understood that the Manager does not have exclusive use of any docks or mooring facilities located on the lake adjacent to or near the Boathouse Premises. Any such docks or mooring facilities shall be open to the public as may be determined by the City Manager, or his or her designee, in collaboration with Manager to ensure continuity of scheduling of events and activities at the Boathouse Premises and the safety of the individuals and clubs who utilize the Boathouse and its surrounding areas. For the purposes of Manager's members, visiting teams, and storage of equipment, the Boathouse Premises shall be subject to Manager's exclusive control,

Initials: ____/____

provided however, City shall have at all times during the Term(s) of this agreement the right of entry upon the Boathouse Premises for inspection and examination and for the purpose of making any alterations or repairs to the Boathouse Premises that the City may deem necessary for the safety or preservation of the Boathouse Premises. Manager agrees to maintain the Boathouse Premises and paved areas surrounding the Boathouse that were created in association with construction of the Boathouse and shall establish and adopt written rules and restrictions regarding the use of these areas (said rules and restrictions shall be approved by the City Manager of City). Unless otherwise agreed to in writing by the parties, Manager shall provide, at its expense, all equipment used at the Boathouse, such as but not limited to: office furniture, computers, supplies, copiers, printers, laminator, tables, chairs, tents, telephones, wireless set up, safe, garbage receptacles, water coolers, tables and chairs, bleachers, benches, umbrellas, barricades, exercise equipment, boat trees, any and all communication hook ups, and fixtures. Manager shall not sublet the Boathouse Premises or otherwise assign any right hereunder without express written consent of the City.

(c) **Use of Other Facilities.** Manager acknowledges that the Boathouse Premises are located on the City's property and on the property of City of Clermont Waterfront Park in Clermont, Florida and that this Agreement does not include access to any other facilities owned or controlled by the City except for the fenced area on or around the Boathouse Premises, which is designated for boat storage and activities hosted or supported by City and Manager at Waterfront Park, If Manager desires to use these other facilities, Manager shall make separate arrangements, subject to availability, with the City regarding use of any of its facilities or services and the costs thereof; however, guests or employees of Manager shall not be charged fees for use of City facilities that are greater than the fees charged to the general community.

(d) **Use of Rowing Course.**

(i) Manager shall notify the Parks and Recreation Director in writing a minimum of forty-five (45) days prior to any requested use of the rowing course.

(ii) Manager shall not install the rowing course sooner than fourteen (14) days prior to any approved event date and shall remove the course, except anchors, no later than fourteen (14) days after the approved event.

(iii) Manager shall notify the Parks and Recreation Director in writing within twenty-four (24) hours of the course being removed.

(e) **Personnel.** Manager shall provide sufficient personnel to perform the duties assigned to Manager in this Agreement. All such personnel shall be employed by, contracted with, and otherwise paid by Manager. Manager shall ensure all staff members have training and educational backgrounds proper to their duties and that all staff members meet security and criminal and background clearances. City reserves the right at any time, but not the obligation, to direct the type and level of security and criminal background screening to be completed by Manager. Manager shall not be an agent of the City or the County and shall have no authority to bind personnel to employment relationships with any of the aforementioned entities.

(f) **Receipts and Operating Costs.** Manager shall be entitled to receive all cash receipts, charge and debit sales, and other revenues received in connection with the Boathouse activities, events, concessions and sponsorships. For clarity, Manager has all rights to income generated through the Boathouse, including but not limited to regattas, tournaments, events, rents collected from renting out the Boathouse for events, sponsorships, marketing agreements, vendors, concessions, hotel rebates, theme park ticket sales from participants and spectators, financial assistance, and merchandise sales. Manager shall pay for all operating costs, including office equipment and supplies, employment benefits, payroll taxes,

Initials: ____/____

utilities, repairs and maintenance of the interior of the physical facilities, and contract services from third party vendors. Manager shall also be responsible for any taxes on the Boathouse operations. Manager shall be entitled to retain all net operating revenues and shall be responsible for all net operating losses of the Boathouse.

(g) **Financial Statements.** Annually on January 1st and July 1st, Manager shall provide to City, in a format acceptable to City, a financial statement showing all revenue and expenses associated with or derived by Manager from any regatta, event, or activity that occurred on the Boathouse Premises during the reporting period. Notwithstanding the foregoing, the parties recognize that the Manager will act as both a manager of the Boathouse and hosting, organizing and maintaining, independent of the City a rowing club at the Boathouse in addition to making the Boathouse and Boathouse Premises available for third party use to promote economic development. Therefore, the City recognizes that Manager may not have access to the financial records of these third parties and agrees that, unless otherwise required by law or by the terms of this Agreement, the third party entity will have to disclose private financial information to the City. The intent of the financial statement is to make available to the City all revenues and expenses associated with the management of the Boathouse premises and the financial statement shall reflect these revenues and expenses. Tax filings will be provided to the City upon request; in addition, if the City Manager requests to view or inspect Manager's financials at any time, Manager agrees to make its financials available for inspection within a reasonable time of City's request. Except as provided for herein, Manager shall be solely responsible for its operating budget and shall be under no obligation to disclose its budget, revenues, costs, or operating expenses to the City or any other person or entity except as required by Florida law, as may be required by City to obtain any permit related to activities related to the Boathouse, to comply with any requirements of any County, State or Federal agency or as necessary to demonstrate compliance with the Program.

(i) Manager shall provide to the City, in a format acceptable to City, a complete breakdown by activity of all revenue generated specific to the use of the rowing course. This shall be provided to the Parks and Recreation Director annually on the following dates; March 15, June 15, September 15 and December 15.

(h) **Contractual Authority.** Manager shall have authority to enter into contracts with groups, individuals, organizations, and schools for events to be held on the Boathouse Premises; however, Manager shall not have authority to bind the City to any such contracts. No such contracts shall extend beyond the Term of this Agreement without the City's prior written approval.

(i) **Specific Duties.** Without limiting the Manager's duties under this Agreement and with the exception of all items identified as the City's responsibilities under this Agreement, Manager shall perform the following specific duties related to management of the Boathouse:

(i) Negotiate all user agreements and process all invoicing for groups, teams, individuals and camps.

(ii) Review and pay all bills for services and products related to Boathouse events.

(iii) Provide orientation of the Boathouse with all individuals and groups reasonably requesting same.

(iv) Ensure that groups, teams, individuals and camp participants execute and deliver to Manager a waiver document in a form approved by City, waiving, and releasing City from, any and all

Initials: ____/____

claims that the group, team, individual or participant may have against the City resulting directly or indirectly from any activity of any kind at or associated with the Boathouse. All such waivers shall be maintained by Manager for a period of at least five (5) years from the date of any event or activity and shall be provided to City by Manager upon City's request.

(v) Maintain and repair equipment and keep inventory of equipment.

(vi) Purchase equipment, as needed, to replace equipment that is broken or is no longer safe or serviceable. All equipment purchased by Lake County Rowing Association shall be and remain that of Lake County Rowing Association at the termination of this Agreement.

(vii) Maintain the interior of the physical facilities and buildings, and other areas comprising the Boathouse Premises in an attractive and safe condition.

(viii) Open the Boathouse Premises for scheduled events and activities and lock and/or secure equipment and fencing around the Boathouse Premises when events and activities are done or at the end of the day.

(ix) Ensure officials are provided, when necessary.

(x) Apply for all sanctions when necessary or desired for events at the Boathouse.

(xi) Provide set-up and tear-down, as required, for events at Boathouse.

(xii) Provide hospitality service to visiting groups in the form of assistance in obtaining housing, transportation, and amusement tickets, if appropriate for the event.

(xiii) Not to install or display any signs, banners, flyers, flags or similar items without the prior written approval of City.

(xiv) Conduct, and ensure that all entities conducting, activities at the Boathouse or related thereto are conducted in strict compliance with all applicable federal, State and local laws.

(j) **Management Reports.**

(i) During the Term(s) of this Agreement, the Manager shall provide the City a report of all activities taking place at the Boathouse during the previous quarter and the economic impact of those activities, if known or measured (the "Report"). The Report shall be provided to City within thirty (30) days of the end of the applicable quarter. The Parks and Recreation Director will meet with the authorized agent of Manager within thirty (30) days of each Quarterly Report to discuss the items addressed in the Quarterly Report and to give Manager feedback and comments to ensure the Manager is performing to the City's satisfaction.

6. DUTIES OF THE CITY.

(a) **Copies of Contracts.** Upon Manager's request, provide complete copies of all contracts and agreements arising out of and/or related to the Boathouse for Manager's review and records.

Initials: ____/____

(b) **Maintenance.** The City agrees to maintain the unpaved grounds around the Boathouse as it would for the rest of Waterfront Park and to provide for landscaping, in City's sole discretion, that would benefit both the Waterfront Park's scenic beauty and that of the Boathouse.

(c) **Delegation of Day-to-Day Management of the Boathouse Premises.** Except as otherwise provided herein, the City agrees to delegate decisions regarding event authorization, day to day management, directing and operations, marketing authorization and promotional planning.

(d) **Maintenance of Restrooms.** The City shall be responsible for maintenance of the restrooms and ensuring that the restrooms are open and available to the public as determined by the City. Notwithstanding the foregoing, Manager shall have a key to the restrooms and access to same at all times, provided however, that Manager shall have no authority to restrict public access at any time to the restrooms.

(e) **Maintenance of Structural Items.** The City shall be responsible for maintenance of structural issues arising out of or related to the Boathouse (including, but not limited to, HVAC, plumbing, structural integrity, and roof.).

(f) **Utilities.** The City, at its expense, shall provide to the Boathouse Premises telephone, water, sewer, and electric utility service. All other services shall be the responsibility of the Manager.

7. INSURANCE.

(a) **City as Insured.** The Manager further covenants and agrees to provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Manager and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Boathouse Premises and the improvements thereon by Manager. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Manager, as aforesaid. The City shall be listed on said policies as additional insured. Nothing herein shall be construed as a waiver, either in whole or in part of the City's sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

(b) **Boathouse Structures.** Manager shall also provide and maintain at all times during the term of this Agreement and any renewal hereof, policies of insurance, insuring all structures on the Boathouse Premises for at least 100% of their value against fire and casualty. The City shall be listed on said policies as additional insured.

(c) **Copies to be Provided.** Copies of the aforementioned policies of insurance and original certificates of the issuance thereof, shall be delivered to the City as evidence of the compliance by the Manager with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better, or as otherwise approved by City. Should the Manager fail to maintain such insurance in force, the City may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of

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the Manager and all such payments shall be immediately due and payable to City, upon written demand therefore.

(d) **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, the Manager shall, as soon as the Manager has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. Until such time as the City has replaced the unacceptable insurer with an insurer acceptable to City, the Manager shall be deemed in default of this Agreement.

8. BREACH.

In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ninety (90) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

(a) **Breach.** In the event of a material breach of this Agreement which is not cured within the Cure Period set forth in Section 8 above (a "Breach") or in the event of a breach as to which no Cure Period is provided by this Agreement, the non-breaching party may terminate this Agreement upon no less than ninety (90) days' written notice. This remedy shall be in addition to any other remedy available at law or in equity. Failure to terminate this Agreement shall not waive any breach of this Agreement.

(b) **Convenience.** Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

(c) **Casualty.** Manager shall restore any damages to the Boathouse to the extent that insurance proceeds are sufficient for restoration. In the event that the physical plant housing the Boathouse is destroyed or is so damaged such that it is reasonably anticipated that insurance proceeds will be insufficient for Manager to repair or reconstruct the damaged facilities with a view toward resuming full operation, then either The City or the Manager may terminate this Agreement upon no less than sixty (60) days' notice and such insurance proceeds shall be paid to the Manager proportionately to the extent of their respective losses

(d) **Insolvency.** Either party may terminate this Agreement upon sixty (60) days' notice in the event the other party becomes insolvent or fails to pay, or admits in writing its inability to pay, its debts as they mature; or a trustee, receiver or other custodian is appointed for the other party for all or a substantial part of the other party's property and is not discharged within sixty (60) days; or any bankruptcy reorganization, debt, arrangement, or other proceeding under any bankruptcy or insolvency law or any

Initials: ____/____

dissolution or liquidation proceeding is instituted by or against the other party and if instituted against the other party is consented to or acquiesced in by that party or remains for sixty (60) days undismissed; or any warrant or attachment is issued against any substantial portion of the property of the other party which is not released within sixty (60) days of service.

10. EFFECTS OF TERMINATION.

In the event of the termination or expiration of this Agreement for any reason, Manager shall immediately relinquish the Boathouse Premises to the City and deliver up to the City, all of the Boathouse Premises in as good condition and repair as upon delivery of possession to the Manager, ordinary wear and tear and damage by fire or other casualty only excepted. The termination of this Agreement for any reason, other than Breach by Manager, shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the date of termination or which may become due after such termination. Manager shall accomplish a smooth transfer of operations and events back to the City, by providing to the City copies of all documentation, contracts, and other arrangements, including transfer of all advance financial deposits, regarding events, programs, or activities scheduled or under negotiation to occur after termination of this Agreement and the parties shall inform others that the events have been so transferred. Notwithstanding anything herein to the contrary and except as to termination for Breach by Manager, in the event Manager has already scheduled, promoted, advertised, or otherwise committed to any events, programs, or activities at the Boathouse Premises and said events, programs, or activities will occur after the effective date of Termination, the City agrees that Manager shall be permitted to conduct those events on the same terms and conditions as otherwise set forth in this Agreement at no additional expense from the Manager to the City except those already in place at the effective date of Termination.

11. INDEMNIFICATION AND HOLD HARMLESS.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

(a) **Indemnification.** Each party (an "Indemnitor") agrees to indemnify and hold harmless the other party, its shareholders, directors, officers, and employees ("an Indemnified Party") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims), which may be asserted against an Indemnified Party or for which they may now or hereafter become subject arising in connection with the activity of the Indemnitor ("Claim"), including but not limited to: (i) alleged or actual failure by the Indemnitor to perform any of its duties hereunder, including by negligence or willful or wanton misconduct and (ii) any violation of any requirements applicable to the Indemnitor under any federal, state or local environmental/hazardous waste or similar law or regulation; except only to the extent that such Claims may have been caused, in part, by the negligence or willful or wanton misconduct of the Indemnified Party seeking indemnification pursuant to this Agreement. No party shall recover any amount in excess of actual damages incurred. Nothing herein shall be construed, interpreted or act as a waiver of any sovereign immunity that City may enjoy as a matter of law.

(b) **Notice of Claim.** In the event that any claim is made which may result in the right of indemnity hereunder, the Indemnifying Party against whom the claim is made shall promptly give notice to the Indemnitor and give the Indemnitor the opportunity to defend the claim with counsel reasonably satisfactory to the Indemnified Party, and the Indemnitor shall pay all costs of such defense (including reasonable attorney fees), whether or not the claim is successful). Each Indemnitor agrees that no settlement of any Claim involving its Indemnified Party will be made without the consent of such Indemnified party. Likewise, each Indemnified Party agrees that it will not settle any Claim without the consent of its

Initials: ____/____

Indemnitor. The Indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein, all at the Indemnitor's expense.

(c) **Non-Payment of Claims.** In the event an Indemnitor fails to pay, timely and fully, any amounts due relative to any Claims, its Indemnified Party may pay such Claim to a third party. In such event, such Indemnified Party may recover from its Indemnitor in addition to the amount so paid, interest on the amount claimed at the lesser of 12% per annum or such maximum amount of interest as is permitted by law and also recover the costs of such Indemnified Party's reasonable attorneys' fees in connection with the enforcement of this Agreement.

12. NOTICES.

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

To Manager:

LAKE COUNTY ROWING ASSOCIATION, Inc.
Attn: President
Mike Furukawa
P O Box 120173
Clermont, FL 34712

With a copy to:

Alison Strange, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

To the City:

City of Clermont
Attn: City Manager
685 West Montrose Street
Clermont, Florida 34711

With a copy to:

Daniel Mantzaris, Esq.
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
PO Box 87
Orlando, Florida 32802

13. ASSIGNMENT.

Initials: ____/____

Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

14. NO AGENCY OR PARTNERSHIP.

Manager is an independent contractor under this Agreement. The City, the County, and Manager are not partners, joint venturers, or principal or agent of the other.

15. COMPLIANCE WITH LAW.

Manager shall perform the services described in this Agreement in accordance with applicable statutes, rules and regulations required by Federal and Florida law, as may be from time to time be in effect or applicable to Manager. **MISCELLANEOUS.**

(a) **Headings.** Section headings are, for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

(c) **Severance.** Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

(d) **Authority.** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

(e) **Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.

(f) **Public Records.** Manager expressly understands records associated with this project may be public records and agrees to comply with Florida's Public Records law, to include, to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

Initials: ____/____

records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(v) IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7330.

(g) **Amendment.** This Agreement may not be modified except in writing executed by the party to be charged.

(h) **Entire Agreement.** This Agreement and the Program constitute the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof. A Sponsorship Agreement between Manager and The City, dated the same date as this Agreement, deals with other matters.

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT

**LAKE COUNTY ROWING
ASSOCIATION, INC.**

Mayor Gail Ash

February____, 2020

Mike Furukawa

President

February____, 2020

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Resolution No. 2020-09R		
Requested Action		
Recommend approval of Resolution 2020-09R		
Staff Report		
The Florida Department of Environmental Protection requires the City of Clermont to enter into a Consent Order and Temporary Use Agreement in order to utilize the rowing course on Lake Minneola as the City works towards the submittal of all applicable permits. This will allow for the installation of the course for use by Lake County Rowing Association for training and events.		
Additional Analysis		
Fiscal Impact Summary		
The City is required to pay a fine of \$4,000 for the previous unauthorized installation of the rowing course.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2020-09R - Resolution - DEP Consent Order 2_25_20	2020-09R - Resolution - DEP Consent Order 2_25_20.pdf
2.	Clermont Consent Order_Final (00000002) 1_30_20	Clermont Consent Order_Final (00000002) 1_30_20.docx

CITY OF CLERMONT
RESOLUTION NO. 2020-09R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSENT ORDER AND TEMPORARY USE AGREEMENT BETWEEN THE CITY OF CLERMONT, LAKE COUNTY, AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve and accept the Consent Order and Temporary Use Agreement between the City of Clermont, Lake County, and The Department of Environmental Protection and Board of Trustees of Internal Improvement Trust Fund of the State of Florida for the installation of a rowing course on Lake Minneola subject to the conditions contained in the Agreement.

SECTION 2.

The Mayor is authorized and directed to enter into the agreement attached hereto as Exhibit 'A'.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2020-09R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 25th day of February 2020.

CITY OF CLERMONT

Gail L. Ash
Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
and BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA,

vs.

CITY OF CLERMONT

IN THE OFFICE OF THE CENTRAL DISTRICT

OGC File No. 19-1317

This Consent Order and Temporary Use Agreement (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board), as complainants, and City of Clermont (Respondent) to reach settlement of certain matters at issue between the Department, the Board and Respondent.

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce chapter 373, Part IV, and chapter 403, Florida Statutes, and the rules promulgated and authorized thereunder, title 62, Florida Administrative Code. The Department has jurisdiction over the matters addressed in this Order.

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3. Respondent is a person within the meaning of sections 253.04 and 373.019(15), Florida Statutes.

4. Respondent is the owner of real property located at 1050 Victory Way, Parcel ID 23-22-25-0400-117-00400 and Lake Minneola Drive, Parcel ID 23-22-25-0400-117-00800, Clermont, in Lake County.

5. The Department and the Board find that the Respondent violated rules 62-330.020(2)(a), 62-256.300(2)(a), and 18-21.005(1)(d), Florida Administrative Code, respectively.

a) An inspection by Department personnel on May 11, 2019 revealed that an approximately 6,561-ft. x 354-ft. rowing course totaling 2,322,594 square feet, was installed and operated for revenue generating purposes on these sovereign lands (Sovereign Lands) without a valid permit from the Department and valid sovereignty submerged lands lease from the Board (Proprietary Authorization) to use Sovereign Lands, in violation of Chapter 403.161, F.S. and Chapters 62-330.020 and 18-21.005, F.A.C. The above described activity was conducted on these Sovereign Lands within the waterward extent of Lake Minneola, waters of the state as defined by Florida Law, adjacent to Respondent's riparian upland real properties without the Board's approval or authorization.

b) On August 3, 2019, the Respondent authorized a cardboard boat race event to be held in Lake Minneola and the burning of the vessels in the surface water, in violation of Rules 18-21.005(1)(d) and 62-256.300(2)(a), Florida Administrative Code.

6. Respondent desires to enter into this Order to resolve these violations and to use the Sovereign Lands and water column adjacent to the Respondent's riparian upland real property described in paragraph 4 of this Order.

7. Respondent desires to obtain Proprietary Authorization from the Board to maintain and use the structures located on the Sovereign Lands as depicted in Exhibit "A".

8. The parties acknowledge that the application, approval and issuance of Proprietary Authorization to use the Sovereign Lands may require a time period of several months.

9. The Respondent desires to have the temporary use of the structures located on Sovereign Lands during the processing and review of the Respondent's application for Proprietary Authorization to use the Sovereign Lands.

Having reached a resolution of the matter Respondent, the Department and the Board mutually agree and it is,

ORDERED:

10. All notifications required by this consent order shall be submitted by electronic mail to DEP_CD@dep.state.fl.us.

11. Within 90 days of the effective date of this Order, Respondent shall submit a permit application to the Department.

a) Respondent shall submit any additional information requested by the Department within 90 days of request.

b) Respondent shall complete their application within 120 days of application submission as required in paragraph 11.

12. The Department agrees to allow Respondent to re-install the remaining rowing course components (tethers and buoys) for planned events under the following conditions:

a) Respondent shall notify the Department of a planned event at least 30 days prior to the event taking place.

b) Respondent shall re-install the rowing course components no sooner than 14 days prior to a planned event and shall remove all components, except anchors, no later than 14 days after the event.

c) Respondent shall notify the Department within 96 hours of having removed the rowing course components after each event.

d) Respondent shall maintain records of revenue generated on state lands during planned events, including but not limited to registration fees, and shall provide this documentation to the Department on the first day of each calendar quarter (January, April, July, and October).

13. In the event that an application for Proprietary Authorization to use the Sovereign Lands is not approved by the Board, or the Respondent fails to execute the Lease prior to the expiration or termination of the temporary use agreement, whichever occurs first, the Respondent shall remove all structures referenced herein from [on] the Sovereign Lands at the Respondent's sole expense. In the event that the Respondent asserts title to the Sovereign Lands identified above, and either the Respondent fails to timely submit the information concerning title as required herein, or the Board denies the Respondent's claim of title and the Respondent has not

commenced an action to quiet title as specified herein, the Respondent shall remove all structures referenced herein from [on] the Sovereign Lands at the Respondent's sole expense. In the event that the Respondent fails to complete the requirements of paragraph 10 of this Order, the Respondent shall remove all structures referenced herein from [on] the Sovereign Lands at the Respondent's sole expense. The complete removal of the structures as required by this paragraph shall be accomplished within 180 days following the expiration or termination of the temporary use agreement, whichever occurs first.

14. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$4,000.00 in settlement of the matters addressed in this Order. This amount includes \$ 500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalties are apportioned as follows: \$3,000.00 for violation of Rules 62-330.020 and 18-21.005, Florida Administrative Code and \$500.00 for violation of Rule 62-256.300(2)(a), Florida Administrative Code.

15. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

16. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 10, 11, 12, and 13 of this Order. A separate stipulated penalty shall be assessed for each violation of this Order. Within 30 days of written demand from the Department, Respondent shall make payment of the appropriate stipulated penalties to the "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any of the terms of this Order. Any penalties assessed under this paragraph shall be in addition to the settlement sum agreed to in paragraph 14 of this Order. If the Department is required to

file a lawsuit to recover stipulated penalties under this paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Order in an amount greater than the stipulated penalties due under this paragraph.

17. The Respondent acknowledges and understands that the grant of this Order and the payment of the amount herein does not guarantee that the Board will grant the Respondent a Proprietary Authorization to use the Sovereign Lands or that the Department of Environmental Protection will recommend that the appropriate form of Proprietary Authorization be granted.

18. The Respondent is hereby granted the temporary exclusive use of the structures located on the Sovereign Lands identified above, consisting of approximately 2,322,594 square feet, waterward of Respondent's riparian upland real property described above in paragraph 4. This temporary exclusive use is for a term not to exceed one year from the effective date of this Order, or until the date of execution of Proprietary Authorization to use the Sovereign Lands between the Board and the Respondent, whichever occurs first. The Respondent shall make no claim of title to or interest in the Sovereign Lands identified above solely by reason of occupancy or use thereof under this Order.

19. The existing structures can only be utilized as they were on the effective date of this Order. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Respondent agrees to either obtain written consent for the offending structure [or use] from the affected adjacent upland riparian owner or remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this Order and be grounds for immediate termination of this Order at the sole option of the Board.

20. If any event, including administrative or judicial challenges by third parties unrelated to the Respondent, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondent, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed

deadlines be a cause beyond the control of Respondent, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department and the Board orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department and the Board, notify the Department and the Board in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondent intends to implement these measures. Respondent shall notify the Department's Central District Office via phone at 407-897-4100 and email at DEP_CD@FloridaDEP.gov, and the Board via phone at 850-245-2555 and email at public.services@FloridaDEP.gov. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondent to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements of this Order.

21. Respondent shall allow all authorized representatives of the Department and the Board access to the Respondent's riparian upland property and the Sovereignty Lands at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes of the Department and the Board.

22. Respondent shall not conduct any dredging, filling, or construction activities on or within the landward extent of waters of the state without first obtaining a valid Department permit or written notification from the Department that the activities appear to be exempt as proposed from Department permitting requirements; nor shall Respondent conduct any activities on state lands below the ordinary or mean high water line without first obtaining the appropriate form of Proprietary Authorization to use the Sovereign Lands from the Board.

23. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

24. Respondent shall save and hold harmless and indemnify the Board, the Department, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or

damage to any property arising out of or connected with Respondent's occupation and use of the Sovereignty Lands and the structures or activities located thereon. By execution of this Order, Respondent waives any claim it may have against the Department or the Board concerning the Sovereign Lands.

25. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69, 253.04 and 373.129, Florida Statutes. Failure to comply with the terms of this Order shall constitute a violation of sections 253.04 and 373.430, Florida Statutes.

26. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties of up to \$10,000 per day per violation [and administrative fines of up to \$10,000 per day per violation] and criminal penalties.

27. The Department and the Board hereby expressly reserve the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Order.

28. The Department and the Board, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations addressed in this Order.

29. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes, on the terms of this Order. Respondent acknowledges its right to appeal the terms of this Order pursuant to section 120.68, Florida Statutes, and waives that right upon signing this Order.

30. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order shall be effective until reduced to writing and executed by both Respondent, the Department, and the Board.

31. In the event of a sale or conveyance of the Respondent's riparian upland property, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the property, (1) notify the Department of such sale or conveyance and (2) provide a copy of this Order with all attachments to the new owner. The sale or conveyance of the property shall not relieve the Respondent of the obligations imposed in this Order. Further, this Order and any rights and privileges contained herein, are for the sole benefit

and use of the Respondent and shall not be assigned or transferred by the Respondent to any other party without the prior written consent of the Department and the Board, which consent shall not be unreasonably withheld.

32. The terms of this Order pertaining to the Respondent's use of the Sovereign Lands may be enforced by the Board notwithstanding that the proprietary authorization granted hereunder has expired.

33. Unless otherwise specified, all submittals and payments required by this Order to be submitted to the Department shall be sent to the Florida Department of Environmental Protection, Compliance Assurance Program, 3319 Maguire Blvd., Suite 232, Orlando, FL 32803, and shall include the OGC number.

34. This Order is a settlement of the Department's and the Board's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

35. This Order is a final order pursuant to section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with chapter 120, Florida Statutes. Upon the timely filing of a petition this Order will not be effective until further order.

NOTE: The Board's actions relating to Proprietary requirements contained in this Consent Order are not subject to challenge under Chapter 120, Florida Statutes. Any litigation involving these Proprietary requirements shall be initiated and maintained only in Leon County.

36. Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;

- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 3319 Maguire Blvd., Suite 232, Orlando, FL 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Florida Administrative Code Rule 62-110.106(12).

37. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

DATE

(Name)
(Title) _____

FOR DEPARTMENT USE ONLY:

DONE AND ORDERED this _____ day of _____, 2020,

in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director

Filed, on this date, pursuant to Section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

BOARD OF TRUSTEES OF THE
INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: _____
Aaron Watkins
District Director, State of Florida
Department of Environmental Protection,
as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust
Fund of the State of Florida

cc: Lea Crandall, Agency Clerk
Mail Station



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Professional Consultant Services Agreement		
Requested Action		
Recommend approval of an agreement with Kinz Consulting, LLC to providing general consulting services pertaining to Water, Wastewater, Reclaimed, Stormwater and Master Plan areas in the amount of \$75,000 per year.		
Staff Report		
Professional consulting services to assist the City of Clermont in multiple services to include: General consulting services pertaining to Water, Wastewater, Reclaimed Stormwater and Master Plan, including but not limited to providing strategic guidance, facility operations, long term planning and associated utility related services for and on behalf of the City of Clermont and providing general services to the City's Environmental Services and Public Works Departments in the amount of \$75,000 per year. Funding through Water at 50% and Sewer at 50%.		
Additional Analysis		
Fiscal Impact Summary		
The annual amount of this contract is \$75,000 and the amount for FY 2020 (\$37,500) is included in the current year approved budget. Department Account Code: 41533-53100 Department Account Code: 42535-53100		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Professional Consultant Services. Kinz LLC	Professional Consultant Services. Kinz LLC.pdf	

PROFESSIONAL
CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT, made this 25th day of February, 2020, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Kinz Consulting, LLC, whose address is 235 Harbour Cove Way, Clermont, FL 34711 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the City is in need of qualified, professional consulting services to assist the City with multiple services with regard to the Water, Wastewater, Reclaimed and Stormwater area, including but not limited to providing strategic guidance, facility operations, long term planning and associated utility related services for and on behalf of the City of Clermont and providing general services to the City's Environmental Services and Public Works Depart Departments.

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The project and services provided hereunder shall be provided in accordance with any and all applicable laws and professional standards. The CITY agrees to and does engage CONSULTANT to perform the professional services as more particularly described in the Scope of Services set forth in Exhibits "A".

All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the Scope of Services or make revisions to the work performed.

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth in the Scope of Services until such time as CONSULTANT has received written authorization from the City Manager, or his designee, to perform the specific tasks set forth therein. In the event that CONSULTANT commences any such services without such authorization, CONSULTANT expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.

3. **COMPENSATION:**

a. The CITY agrees to and does engage CONSULTANT to perform the professional services for as described in Exhibit "A" for compensation in the total amount of \$6,250 per month which may be increased as authorized by the City Manager. CONSULTANT shall bill CITY one time per month and in accordance herewith.

b. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific phase or sub-task, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall include a statement identifying the services provided in accordance with the Scope of Services.

c. CITY shall pay all valid, approved and undisputed invoices within thirty (30) days of receipt from CONSULTANT. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

4. **TERM.** This Agreement shall take effect on April 1, 2020 and shall continue for a period of twelve (12) months, until March 31, 2021, or the agreement is terminated as provided in Section 5 below. The term may be extended by mutual written consent of the parties for up to 5 years.

5. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination, without cause, by the CITY pursuant to this section, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

6. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, it shall perform all the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT shall provide at such frequency as may be determined by CITY, report as to CONSULTANT's progress as to performance of the Scope of Services authorized hereunder.

b. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY. CONSULTANT expressly acknowledges that any and all documents, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT.**

a. **Workers Compensation.** CONSULTANT agrees to pay for and maintain in full force and effect all applicable workers compensation insurance as required by Federal and Florida Law.

b. **Comprehensive Automobile Liability.** CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. **Proof of Insurance.** The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Each policy shall name the CITY as an additional insured. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of this Agreement and thereafter, within thirty (30) days immediately following each renewal thereof.

d. **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

10. INDEMNIFICATION. CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. INDEPENDENT CONTRACTOR. The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. FORCE MAJEURE. With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

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

CONSULTANT: Kinz Consulting, LLC
235 Harbour Cove Way
Clermont, FL 34711

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

14. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS.**

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

b. **Waiver.** The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

c. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be void and enforceable to the fullest extent permitted by applicable law.

d. **Amendment.** Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

e. **Entire Agreement.** This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes and replaces any and all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

f. **Assignment.** This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

g. **Venue.** The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

h. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

i. Public Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract 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 the CITY in a format that is compatible with the information technology systems of the CITY.

(5) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 352-241-7330.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____

Tracy Ackroyd Howe, City Clerk

BY: _____

Gail L. Ash, Mayor

Kinz Consulting, LLC

BY: _____

James Kinzler, EA, CPM

Managing Director

Exhibit "A"

- 1.0 Assist in the planning, review, and approval of the City's Water Supply Conditional Use Permit process with the St. Johns River Water Management District to secure a cost effective sustainable water supply.
- 2.0 Assist in the planning, review, and approval of the City's 2020 Water, Sewer, Reclaimed and Stormwater Master Plans.
- 3.0 Assist in the design, value engineering, equipment selection and construction administration of the City's Water Reclamation facility expansion.
- 4.0 Assist in the design, value engineering, equipment selection and construction administration of the City's Potable Water Reclamation facilities expansion.
- 5.0 Develop a long range strategy for a viable and sustainable Alternative Water Supply.
- 6.0 Provide operational audit and review of major facilities and infrastructure to compliance with Federal, State and Local regulations
- 7.0 Assist in regional planning to include:
 - 7.1 South Lake Regional Technical Advisory Committee to explore regional water supply and sustainability opportunities.
 - 7.2 Alternative water supply projects and solutions.
 - 7.3 Wellness Way Regional Planning.
- 8.0 Collaborate in the production of RFP/RFQ processes to solicit qualified contractors for City Capital projects.
- 9.0 Advise on negotiations with contractors, supplies and major vendors.
- 10.0 Attend various meetings to facilitate the objectives listed in the Exhibit "A".
- 11.0 Any other services, consistent with the above, as may be approved in advance by the City Manager.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 25, 2020	
Agenda Item Name	
Ordinance No. 2020-09 <i>Final</i> Bloxam Street Office CPA	
Requested Action	
Recommend approval of Ordinance No. 2020-09	
Staff Report	
The applicant is requesting a small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Commercial for property located at 1227 Bloxam Avenue. This request is being presented concurrently with the a request to rezone the subject parcel from R-2 Medium Density Residential to R-3 Residential/Professional and a Conditional Use Permit to allow for a professional office. The Land Development Regulations, Section 122-184 requires a Conditional Use Permit for professional office use in the R-3 zoning district. The subject property was previously used as a single family home. The parcel located to the east is a law office, with a commercial future land use and the parcel located at the southeast corner of Almond and Hampton Street has a commercial designation and is currently approved to allow for a professional office use.  This area of the City has been subject to transition from single family residential to professional office with light traffic patterns. The City has received several requests for land use changes and rezoning that would allow this type of transition and not be out of character with the existing neighborhoods. The intent of the Comprehensive Plan is to allow certain areas the ability to provide a mixture of residential and professional office uses that are consistent with the character of the adjacent residential uses. The intent is to promote mixed-use development that allow orderly growth and to enhance the quality of life for all residents. Staff has reviewed the application and finds the request to change the future land use from Medium Density Residential to Commercial is not out of character with the Clermont Comprehensive Plan goals, objectives and policies, and is consistent with the development pattern of the surrounding areas. Staff recommends approval of Ordinance No. 2020-09 to change the future land use from Medium Density Residential to Commercial.	

The Planning and Zoning Commission at their meeting, voted 4-1 to recommend approval of Ordinance No. 2020-09.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | CPA Ord. 2020-09-Final | CPA Ord. 2020-09-Final.pdf |
| 2. | Location Map | Location Map.pdf |
| 3. | Future Land Use Map | Future Land Use Map.pdf |
| 4. | Comprehensive Plan Amendment Application | Comprehensive Plan Amendment Application.pdf |
| 5. | ORD 2020-09-Legal AD | ORD 2020-09-Legal AD.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-09

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

CLERMONT HEIGHTS S 1/2 OF LOT 250, N 1/2 OF LOT 251, N 10 FT OF S 1/2 OF LOT 251 PB 4 PG 1 ORB 5319 PG 111, Public Records of Lake County, Florida, Containing approximately 0.23 +/- Acres, more or less.

LOCATION:

1227 Bloxam Avenue
(Alternate Key# 1618347)

CHANGE IN FUTURE LAND USE CLASSIFICATION

**From: Medium Density Residential
To: Commercial**

SECTION 2.

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

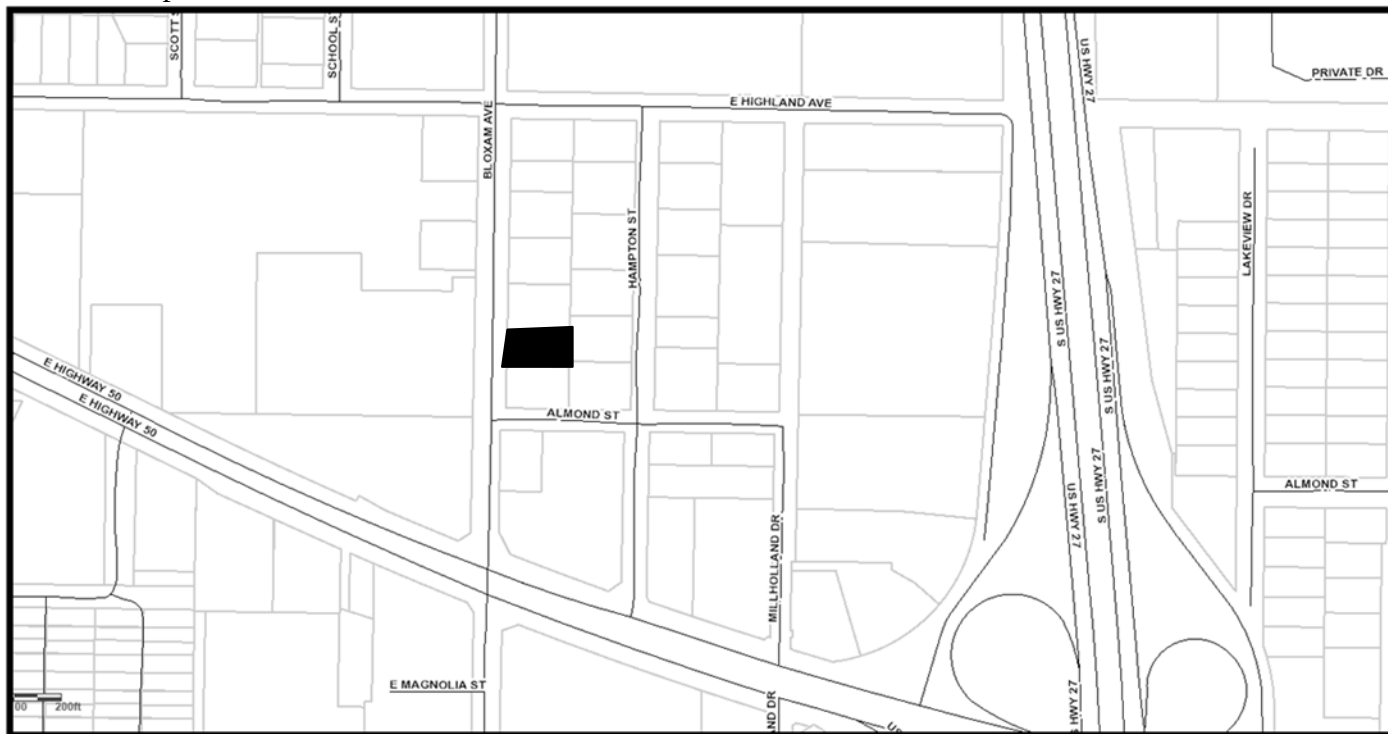
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this ____ day of _____, 2020.

Gail L. Ash, Mayor

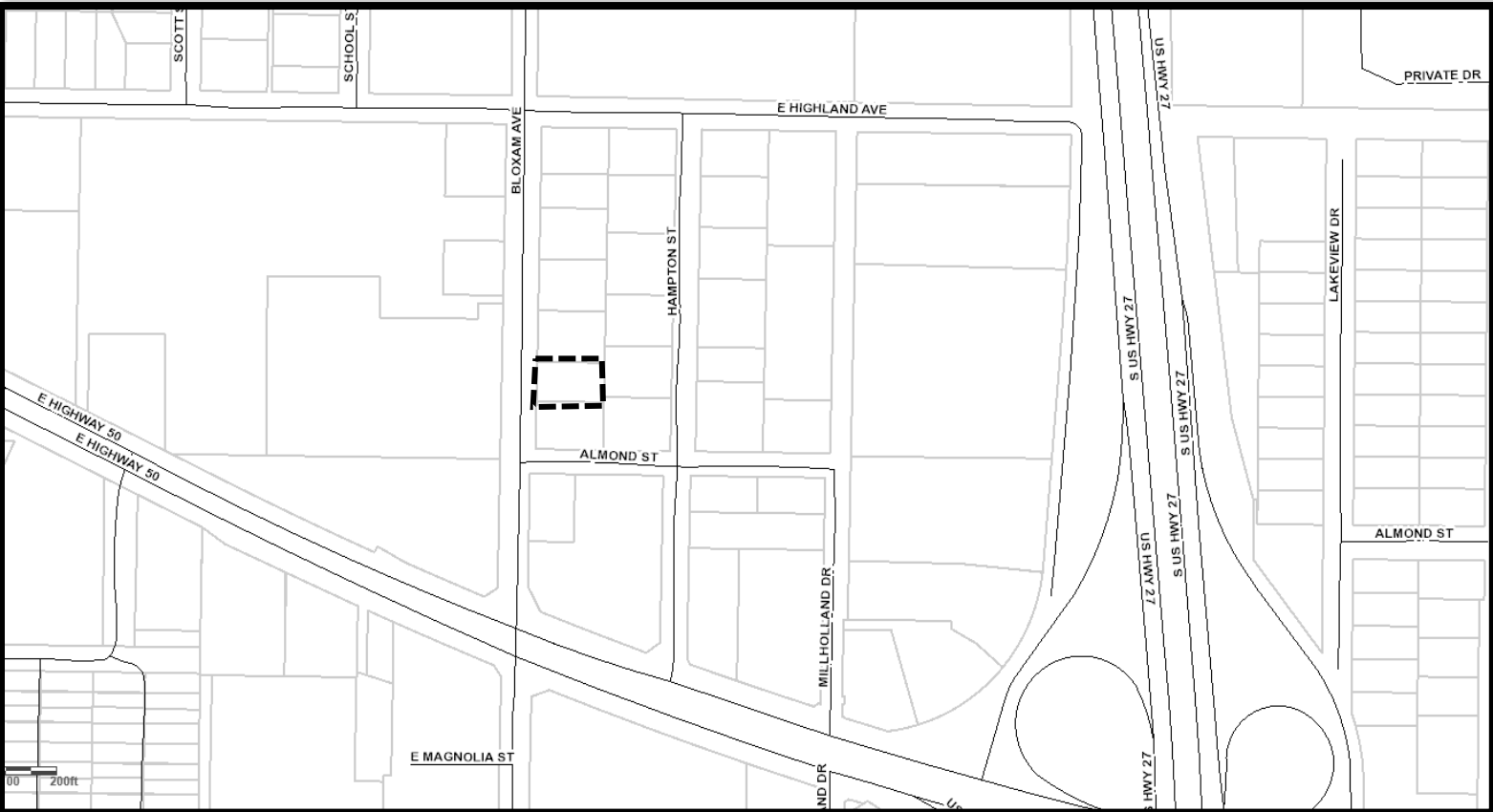
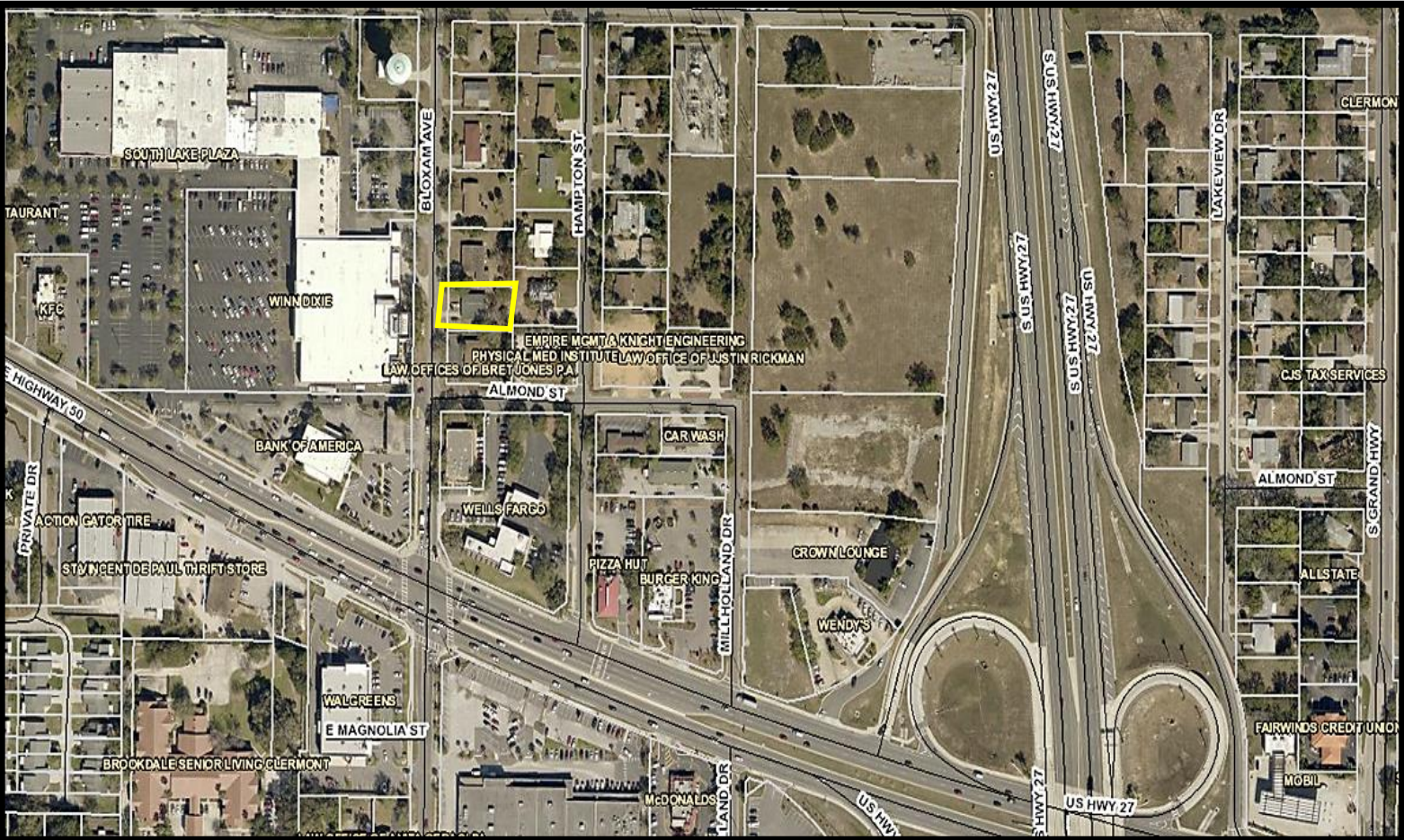
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



Clermont Future Land Use Map

Low Density Residential

Future Land Use Change Request:
FROM: Medium Density Residential
TO: Commercial

Parks

Public Facilities

High Density Residential

Medium Density Residential

Commercial

50

US HWY 27

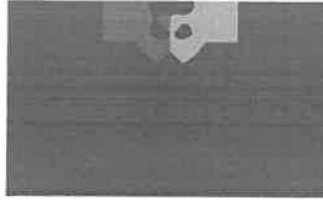
LAKEVIEW DR

S GRAND HWY

S US HWY 27

Legend

- City Limits
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Residential/Office
- Office
- Downtown MU
- Commercial
- Conservation
- Industrial
- Master Planned Development
- Parks
- Public Facilities



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 10/31/2019

FEE: \$755

Project Name (if applicable): Bloxam Avenue Professional Building

Applicant: Castro-Dieppa, LLC

Contact Person: Roberto Castro

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

E-Mail: roberto@cdibrokers.com

OWNER: Castro-Dieppa, LLC

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

E-Mail: roberto@cdibrokers.com

General Location: On east side of Bloxam Avenue north of Almond Street

Legal Description (include copy of survey): See attached

Property size (in acres or square feet): _____

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Residential

Existing Zoning: R-2

Existing Future Land Use: Medium Density Residential

Proposed Future Land Use: Commercial

Type of development proposed: Professional Office



Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: R-3

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

The proposed project will convert an existing residential building to a professional office. The existing building is 1,183 SF and will not increase as part of the professional office. On-site parking and landscape buffers will be provided as part of the development.

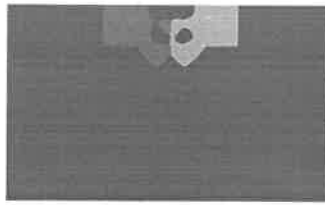
The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

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

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

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

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Roberto Castro Diappa, who being

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

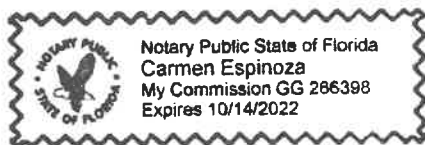
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Residential to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Roberto Castro
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

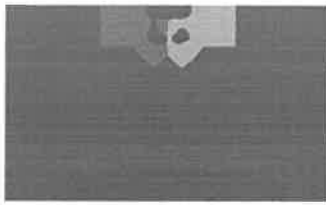
SWORN to and SUBSCRIBED before me by

or personally known by me this 5th day of November, 2019.



X [Signature] Carmen Espinoza
Notary Public, State of Florida at Large

My Commission Expires: 10.14.2022.



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Roberto Castro, who being

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

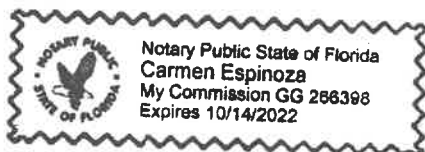
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application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

Roberto Castro
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 5th day of November, 2019.



[Signature] Carmen Espinoza
Notary Public, State of Florida at Large

My Commission Expires: 10.14.2022

PROPERTY RECORD CARD

General Information

Owner Name: CASTRO-DIEPPA LLC **Alternate Key:** 1618347
Mailing Address: 365 CITRUS TOWER
 BLVD # 108 **Parcel Number:** 30-22-26-0400-000-25000
 CLERMONT, FL 34711 [Update Mailing Address](#)
Millage Group and City: 000C (CLERMONT)
Total Certified Millage Rate: 17.9211
Trash/Recycling/Water/Info: [My Public Services Map](#)
Property Location: 1227 BLOXAM AVE
 CLERMONT FL 34711 [Update Property Location](#)
Property Name: [Submit Property Name](#)
[School Locator & Bus Stop Map](#)
School Information: [School Boundary Maps](#)
Property Description: CLERMONT, CLERMONT HEIGHTS S 1/2 OF LOT 250, N 1/2 OF LOT |
 251, N 10 FT OF S 1/2 OF LOT 251 PB 4 PG 1 |
 ORB 5319 PG 111 |

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

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Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1	LT	\$0.00	\$37,500.00

[Click here for Zoning Info](#)

[FEMA Flood Map](#)

Residential Building(s)

Building 001

Residential Single Family Building Value: \$89,212.00

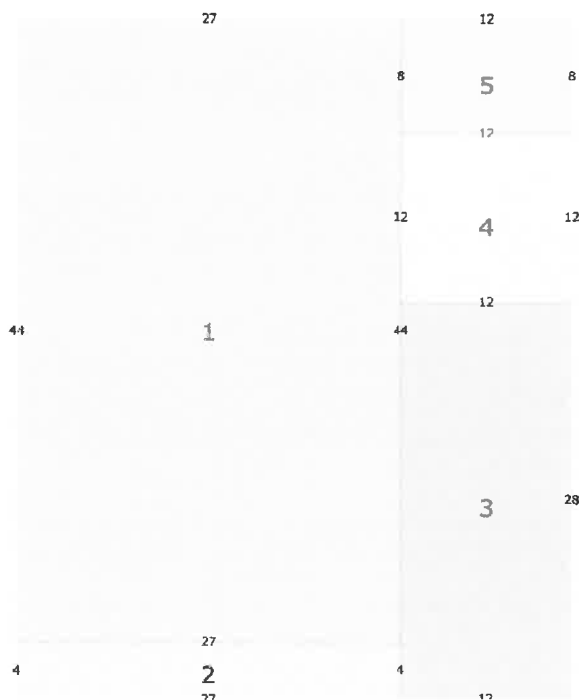
Summary

Year Built: 1958	Total Living Area: 1188	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0

[Incorrect Bedroom, Bath, or other information?](#)

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Block (002)	1	1188	N	0%	0%	
2	OPEN PORCH FINISHED (OPF)	No Wall Type (000)	1	108	N	0%	0%	
3	CARPORT FINISHED (CPF)	No Wall Type (000)	1	336	N	0%	0%	
4	UTILITY / STORAGE FINISHED BLOCK (SBF)	Block (002)	1	144	N	0%	0%	
5	OPEN PORCH UNFINISHED (OPU)	No Wall Type (000)	1	96	N	0%	0%	

[View Larger / Print / Save](#)**Miscellaneous Improvements**

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	UTILITY BUILDING - UNFINISHED (UBU)	56	SF	1976	\$90.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5319 / 111	7/31/2019	Warranty Deed	Qualified	Improved	\$185,000.00
5242 / 844	2/26/2019	Warranty Deed	Unqualified	Improved	\$112,500.00

11/5/2019

Property Details : Lake County Property Appraiser

<u>5207 / 1859</u>	11/13/2018	Certificate of Title	Unqualified	Improved	\$81,000.00
<u>3528 / 186</u>	10/9/2007	Quit Claim Deed	Unqualified	Improved	\$0.00
<u>3204 / 2155</u>	6/29/2006	Trustees Deed	Unqualified	Improved	\$0.00
<u>1183 / 1011</u>	8/1/1992	Quit Claim Deed	Unqualified	Improved	\$0.00
<u>984 / 679</u>	10/1/1988	Warranty Deed	Unqualified	Improved	\$0.00
<u>659 / 2312</u>	1/1/1978	Misc Deed/Document	Qualified	Improved	\$31,500.00

[Click here to search for mortgages, liens, and other legal documents.](#)

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SCHOOL BOARD STATE	\$126,802	\$126,802	\$126,802	3.88500	\$492.63
SCHOOL BOARD LOCAL	\$126,802	\$126,802	\$126,802	2.99800	\$380.15
CITY OF CLERMONT	\$126,802	\$126,802	\$126,802	4.20610	\$533.34
ST JOHNS RIVER FL WATER MGMT DIST	\$126,802	\$126,802	\$126,802	0.24140	\$30.61
LAKE COUNTY VOTED DEBT SERVICE	\$126,802	\$126,802	\$126,802	0.11000	\$13.95
LAKE COUNTY WATER AUTHORITY	\$126,802	\$126,802	\$126,802	0.35570	\$45.10
SOUTH LAKE HOSPITAL DIST	\$126,802	\$126,802	\$126,802	0.00000	\$0.00
			Total:	17.3325	Total: \$2,197.80

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)

[Learn More](#) [View the Law](#)

Additional Homestead Exemption (up to an additional \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to county millage - up to \$50,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to city millage - up to \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)

[Learn More](#) [View the Law](#)

Widow / Widower Exemption (up to \$500)

[Learn More](#) [View the Law](#)

Blind Exemption (up to \$500)

[Learn More](#) [View the Law](#)

Disability Exemption (up to \$500)

[Learn More](#) [View the Law](#)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, February 25, 2020

Agenda Item Name

Ordinance No. 2020-10 *Final*
Bloxam Street Office

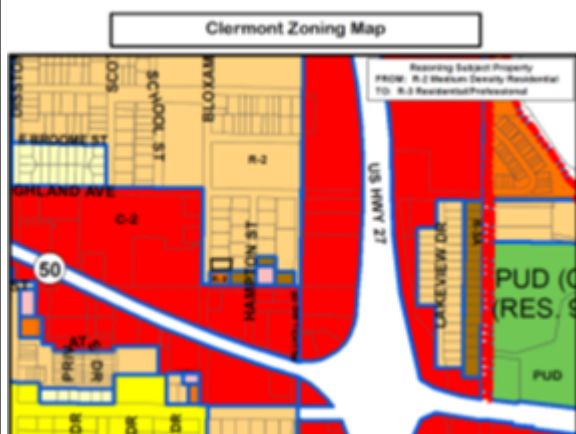
Requested Action

Recommend approval of Ordinance No. 2020-10.

Staff Report

The applicant is requesting to change the zoning of the subject parcel from R-2 Medium Density Residential to R-3 Residential/Professional district for property located at 1227 Bloxam Avenue. In conjunction with the rezoning application is a request for a land use change from Medium Density Residential to Commercial and a request for a Conditional Use Permit to allow for an office use.

The subject property was previously used as a single family home. The parcel located to the east is a law office, with an R-3 Residential/Professional zoning category. The parcel located at the southeast corner of Almond and Hampton Street is zoned R-3A Residential/Professional and has a current use of a professional office. This area of the City has been subject to transition from single family residential to professional office with light traffic patterns. The City has received several request for land use changes and rezoning that would allow this type of transition and not be out of character with the existing neighborhoods. The intent of the R-3 Residential/Professional category is to promote mixed-use development that allow orderly growth and to provide professional services not in conflict with the residential uses and neighborhoods. The R-3 Residential/Professional zoning allows certain residential areas to transition and provide some very low impact office and commercial uses in some residential neighborhoods.



Staff has reviewed the application and finds the request to change the current zoning from R-2 Medium Density Residential to R-3 Residential/Professional is not in conflict with the intent of the Clermont Comprehensive Plan goals, objectives and policies, and is consistent with the development pattern of the surrounding areas. Therefore, Staff recommends approval of Ordinance No. 2020-10.

The Planning and Zoning Commission at their meeting; voted 4-1 to recommend approval of Ordinance No. 2020-10.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------|---------------------------|
| 1. | REZ ORD 2020-10-Final | REZ ORD 2020-10-Final.pdf |
| 2. | Location Map | Location Map.pdf |
| 3. | Zoning Map | Zoning Map.pdf |
| 4. | Rezoning Application | Rezoning Application.pdf |
| 5. | ORD 2020-10-Legal AD | ORD 2020-10-Legal AD.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-10

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND PUBLICATION.

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

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

CLERMONT HEIGHTS S 1/2 OF LOT 250, N 1/2 OF LOT 251, N 10 FT OF S 1/2 OF LOT 251 PB 4 PG 1 ORB 5319 PG 111, Public Records of Lake County, Florida, Containing approximately 0.23 +/- Acres, more or less.

LOCATION:

1227 Bloxam Avenue
Alternate Key# 1618347

**From: R-2 Medium Density Residential District
To: R-3 Residential/Professional District**

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The provisions of this Ordinance shall be effective as provided by law.

CITY OF CLERMONT
ORDINANCE NO. 2020-10

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this ____ day of _____, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

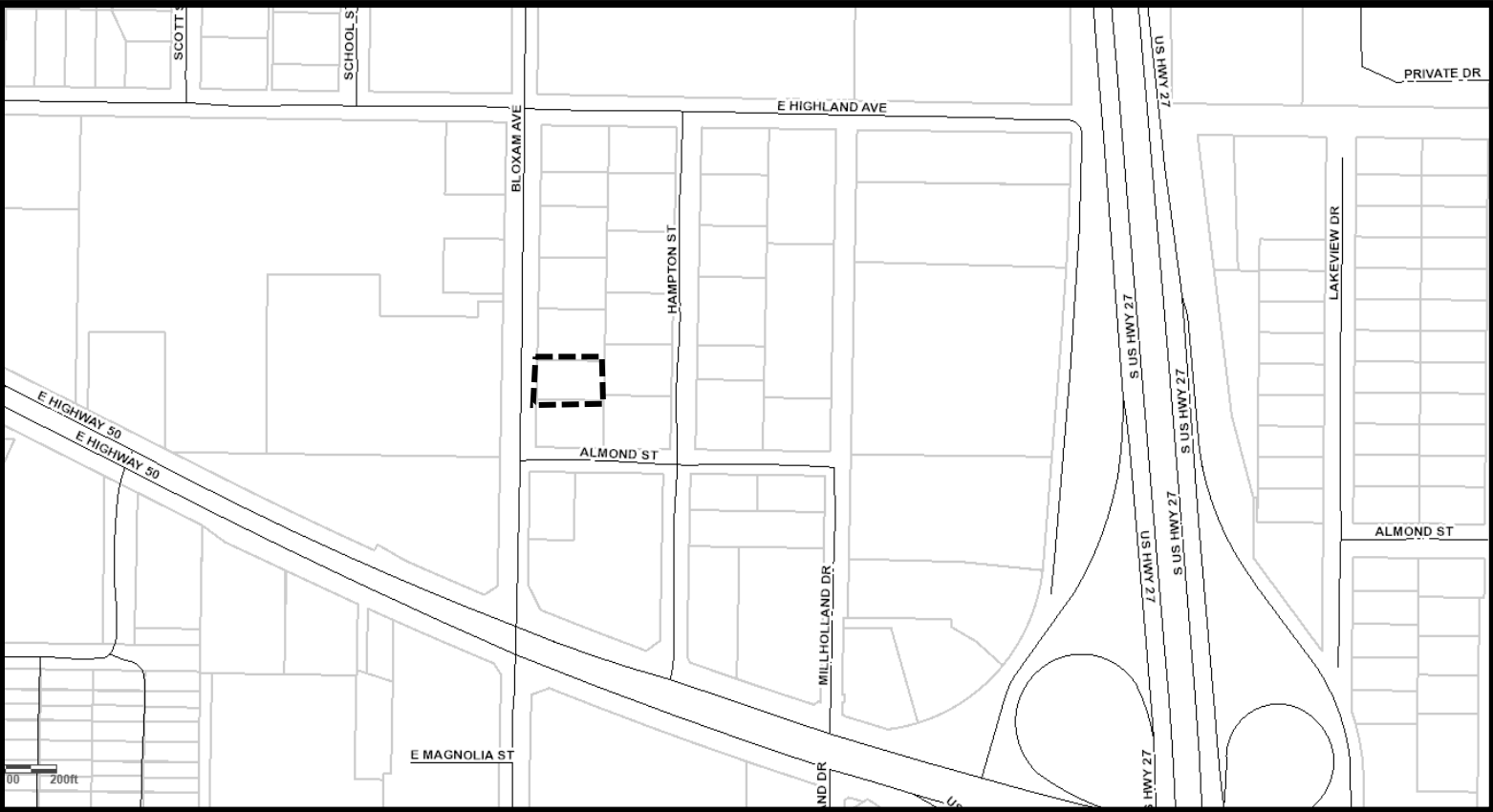
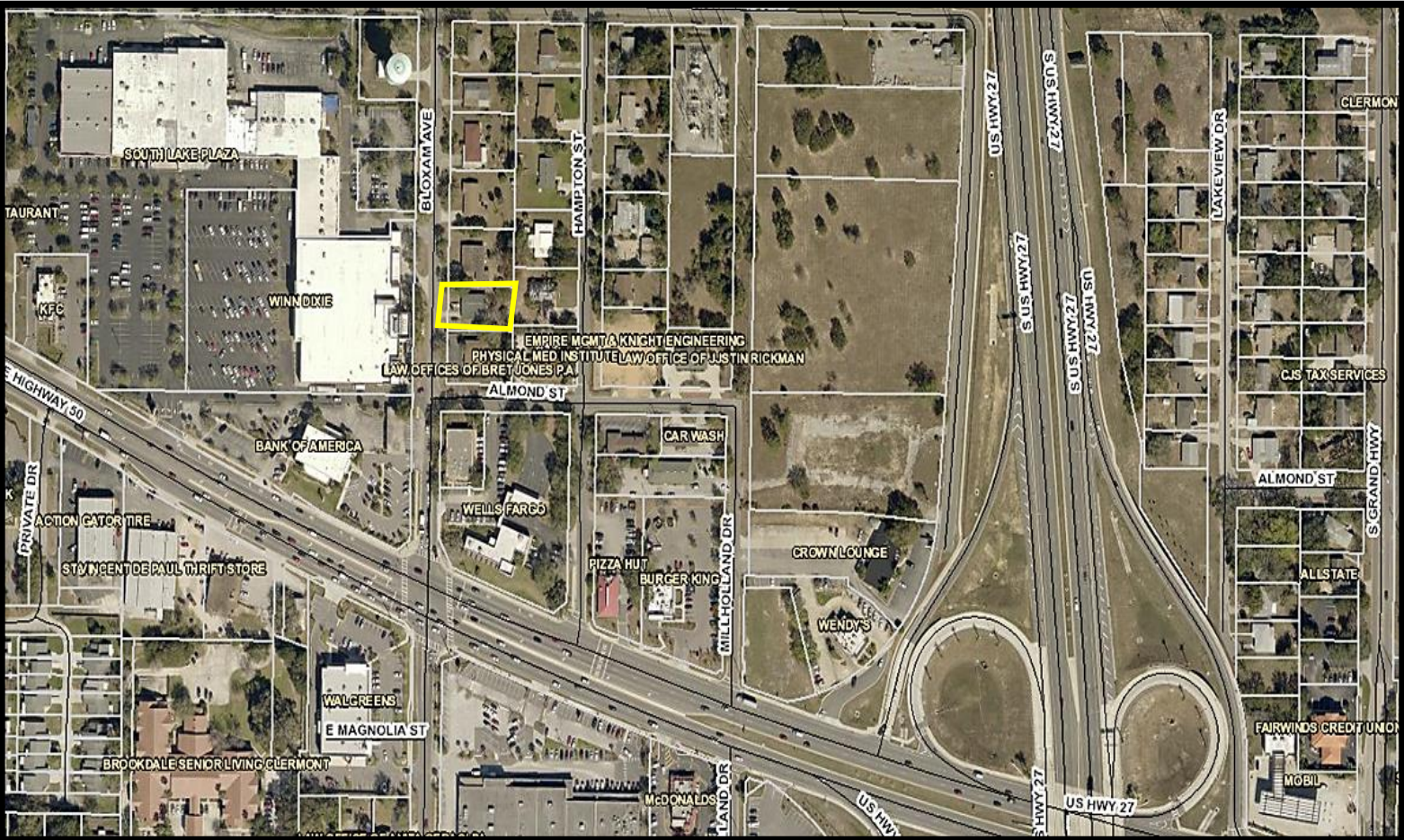
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

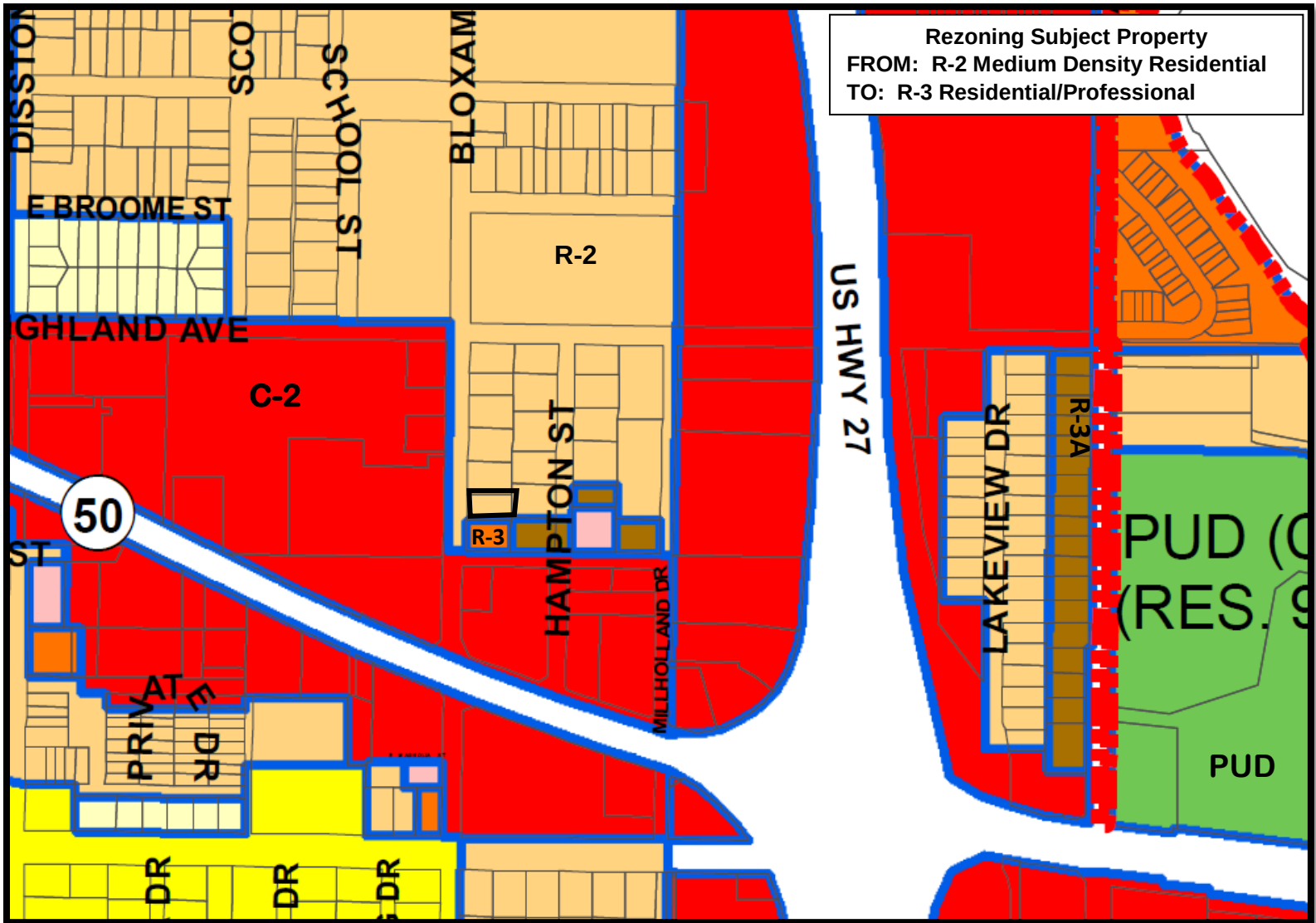
Daniel F. Mantzaris, City Attorney

LOCATION MAP



Clermont Zoning Map

Rezoning Subject Property
FROM: R-2 Medium Density Residential
TO: R-3 Residential/Professional



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
- C-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



CITY OF CLERMONT
REZONING
APPLICATION

DATE: 10/31/2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Bloxam Avenue Professional Building

APPLICANT: Roberto Castro

CONTACT PERSON: Castro-Dieppa, LLC

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

E-Mail: roberto@cdibrokers.com

OWNER: Castro-Dieppa, LLC

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

Address of Subject Property: 1227 Bloxam Avenue

Legal Description (include copy of survey): See Attached

Acreage: 0.23 Acres Land Use: Medium Density Residential
(City verification required)

Present Zoning: R-2 Proposed Zoning: R-3
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**

Page 2

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

What are you proposing to do that would require a rezoning?

The proposed project will convert an existing residential building to a professional office. The
existing building is 1,183 SF and will not increase as part of the professional office. On-site
parking and landscape buffers will be provided as part of the development.

Roberto Castro
Applicant Name (print)

X 
Applicant Name (signature)

Roberto Castro
Owner Name (print)

X 
Owner Name (signature)

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

PROPERTY RECORD CARD

General Information

Owner Name:	CASTRO-DIEPPA LLC	Alternate Key:	1618347
Mailing Address:	365 CITRUS TOWER BLVD # 108 CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	30-22-26-0400-000-25000
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1227 BLOXAM AVE CLERMONT FL 34711 Update Property Location	Property Name:	— Submit Property Name School Locator & Bus Stop Map School Boundary Maps
		School Information:	
Property Description:	CLERMONT, CLERMONT HEIGHTS S 1/2 OF LOT 250, N 1/2 OF LOT 251, N 10 FT OF S 1/2 OF LOT 251 PB 4 PG 1 ORB 5319 PG 111		

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[Click here for Zoning Info](#)

[FEMA Flood Map](#)

Residential Building(s)

Building 001

Residential Single Family Building Value: \$89,212.00

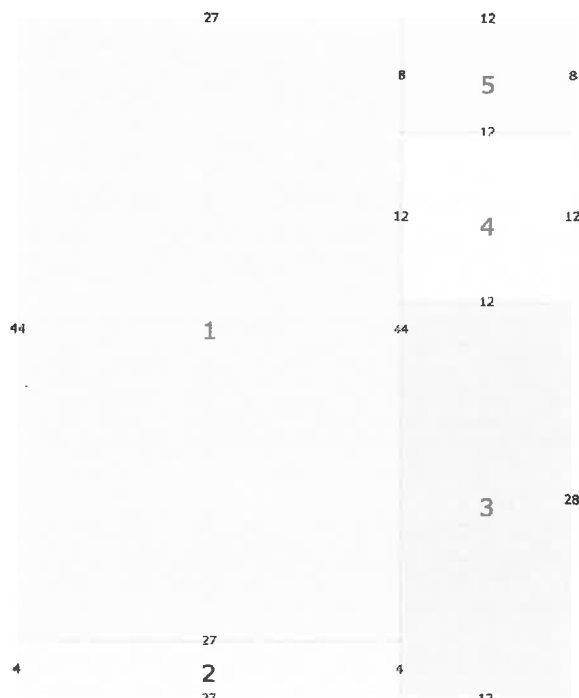
Summary

Year Built: 1958	Total Living Area: 1188	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0

[Incorrect Bedroom, Bath, or other information?](#)

Section(s)

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[View Larger / Print / Save](#)**Miscellaneous Improvements**

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			Total:	17.3325	Total: \$2,197.80

Exemptions Information

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[Learn More](#) [View the Law](#)

Additional Homestead Exemption (up to an additional \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to county millage - up to \$50,000)

[Learn More](#) [View the Law](#)

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[Learn More](#) [View the Law](#)

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[Learn More](#) [View the Law](#)

Blind Exemption (up to \$500)

[Learn More](#) [View the Law](#)

Disability Exemption (up to \$500)

[Learn More](#) [View the Law](#)

LEGAL NOTICE

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

ORDINANCE NO. 2020-10

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

1227 Bloxam Avenue, Clermont, FL
Alternate Key 1618347

LEGAL DESCRIPTION

CLERMONT HEIGHTS S 1/2 OF LOT 250,
N ½ OF LOT 251, N 10 FT OF S ½ OF LOT
251 PB 4 PG 1 ORB 5319 PG 111, Public
Records of Lake County, Florida, Alternate
Key 1618347.

FROM: R-2 Medium Density Residential District
TO: R-3 Residential/Professional District

The Planning & Zoning Commission will consider this request on Tuesday, February 4, 2020 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, February 11, 2020 at 6:30 p.m. for Introduction and for Final Adoption on Tuesday, February 25, 2020. All meetings will be held at City Hall, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

D052598 - January 20 & February 10, 2020

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D052598 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X10
PUBLICATION: LF-DAILY COMMERCIAL
PROOF CREATED AT: 1/16/2020 12:08:50 PM
NEXT RUN DATE: 01/20/20
PROOF DUE: 01/17/20 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 25, 2020	
Agenda Item Name	
Resolution No. 2020-01R <i>Bloxam Street Office CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2020-01R.	
Staff Report	
The applicant is requesting a Conditional Use Permit to allow for a professional office use in the R-3 Residential/Professional zoning district for property located at 1227 Bloxam Avenue. The Land Development Code, Section 122-184 (1) allows professional office use with a Conditional Use Permit (CUP). In conjunction with the Conditional Use Permit is a request for a land use change from Medium Density Residential to Commercial and a rezoning request for R-3 Residential/Professional district, that will be presented concurrently with the Conditional Use Permit. The subject parcel has an existing single family home that will be converted to a professional office use. The existing building is 1,183 square feet and will be required to comply with any building and fire life safety regulations for commercial use. The site will also be required to provide landscape buffers and parking onsite that meet the Land Development Codes. The parcel located to the east is a law office, with R-3 Residential/Professional zoning. The parcel located at the southeast corner of Almond and Hampton Street current zoning is R-3A Residential/Professional and is being used for a professional office. This area of the City has been subject to transition from single family residential to professional office with light traffic patterns. The City has received several request for land use changes and rezoning that would allow this type of transition and not be out of character with the existing neighborhoods. The intent is to promote mixed-use development that allows orderly growth and to provide professional services that are not in conflict with the residential character of the existing neighborhoods.  An aerial photograph showing a residential and commercial area. A yellow rectangular box highlights a specific property located at the intersection of Bloxam Avenue and another street. The surrounding area includes various buildings, parking lots, and green spaces. A highway with multiple lanes and overpasses is visible on the right side of the image.	
When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 86-144 requires specific development standards be met for granting the request. Staff has reviewed the application as submitted in	

accordance with the development standards criteria and provisions and finds the proposed use has met the general criteria for granting the Conditional Use Permit (CUP). The proposed use is consistent with the current development patterns and mixed use character of the neighborhoods. The use is not in conflict with the Comprehensive Plan goals, objective and policies and would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Therefore, Staff Recommends approval of Resolution No. 2020-01R with the conditions specified for such use.

The Planning and Zoning Commission at their meeting; voted 4-1 to recommend approval of Resolution No. 2020-01R.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CUP RES 2020-01R	CUP RES 2020-01R.pdf	
2. Location Map	Location Map.pdf	
3. Site Plan	Site Plan.pdf	
4. CUP Application	CUP Application.pdf	
5. BLOXAM AVENUE OFFICE CUP	BLOXAM AVENUE OFFICE CUP.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2020-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL OFFICE USE IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT.

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

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 4, 2020 recommended approval of this Conditional Use Permit to allow for a professional office use in the R-3 Residential/Professional Zoning District; at the following location:

LOCATION:

1227 Bloxam Avenue, Clermont, FL
(Alt. Key 1618347)

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 professional office use in the R-3 Residential/Professional Zoning District; shall be granted subject to the following conditions:

CONDITIONAL USE PERMIT 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 condition herein set out.
2. Upon approval of the resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by an amendment and approval of the City of Clermont City Council.



CITY OF CLERMONT
RESOLUTION NO. 2020-01R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed by the Clermont City Clerk's office within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The Fire Marshal shall inspect the structure for life safety requirements. All requirements must be in compliance prior to the issuance of any Certificate of Occupancy.
9. The City Building Inspector shall inspect the structure and all building code violations must be corrected prior to the issuance of any Certificate of Occupancy.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.
12. Should the professional office cease operation for more than 180 days, a new Conditional Use Permit shall be required for a same or similar operation.



CITY OF CLERMONT
RESOLUTION NO. 2020-01R

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.

SECTION 2. Land Use

1. The property is approved for a Conditional Use Permit to allow for a professional office use within the R-3 Residential/Professional Zoning District.
2. The site may also be used for any permitted use in the R-3 Residential/Professional Zoning District. All uses must adhere to the requirements of the Land Development Code.
3. The conversion from residential use to professional office use must comply with any required building and fire life safety code requirements for use as a commercial structure.
4. The site must comply with all Land Development Codes for parking and Landscape Buffers to ensure adequate screening for the property.



CITY OF CLERMONT
RESOLUTION NO. 2020-01R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of February 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

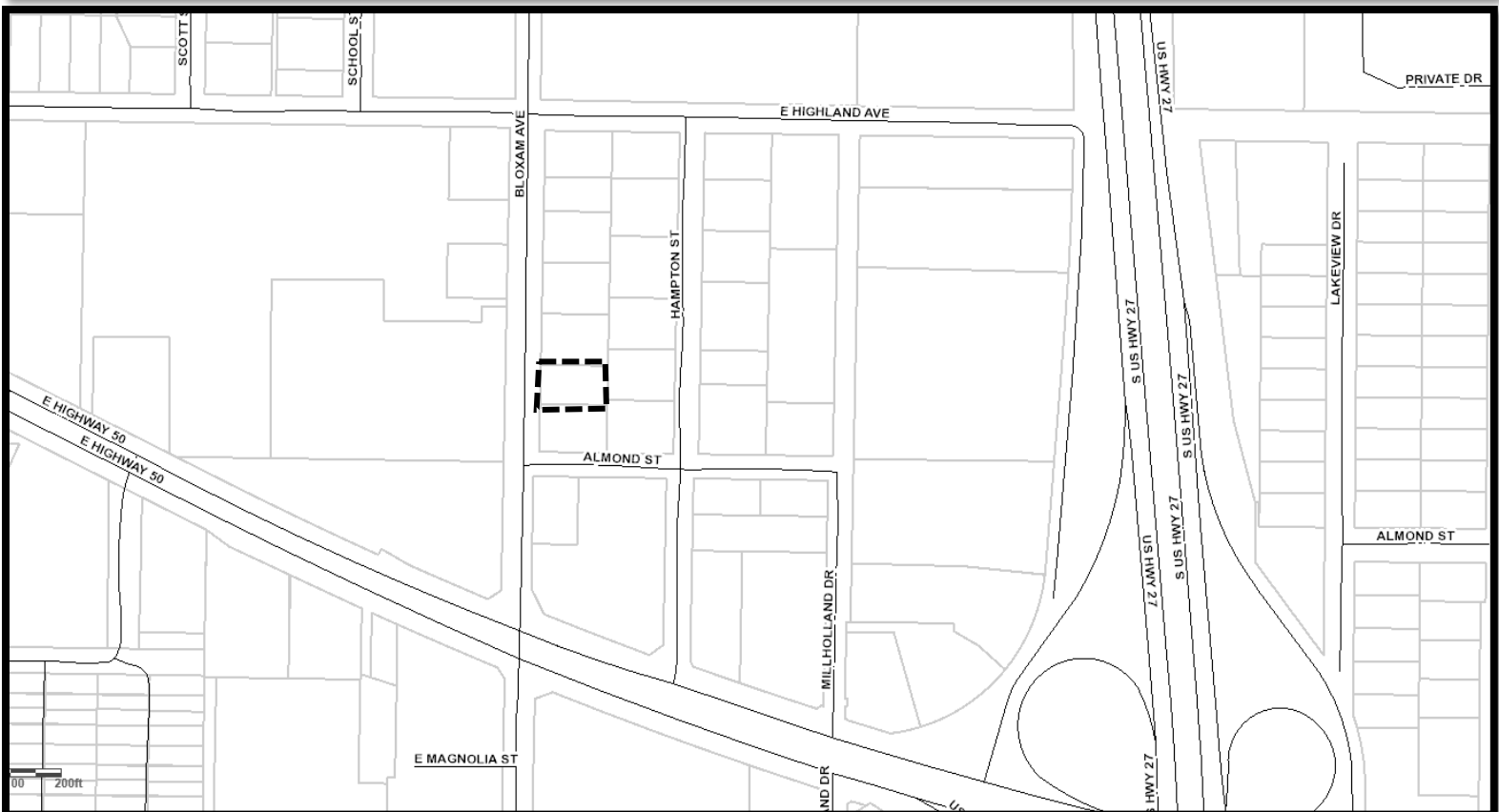
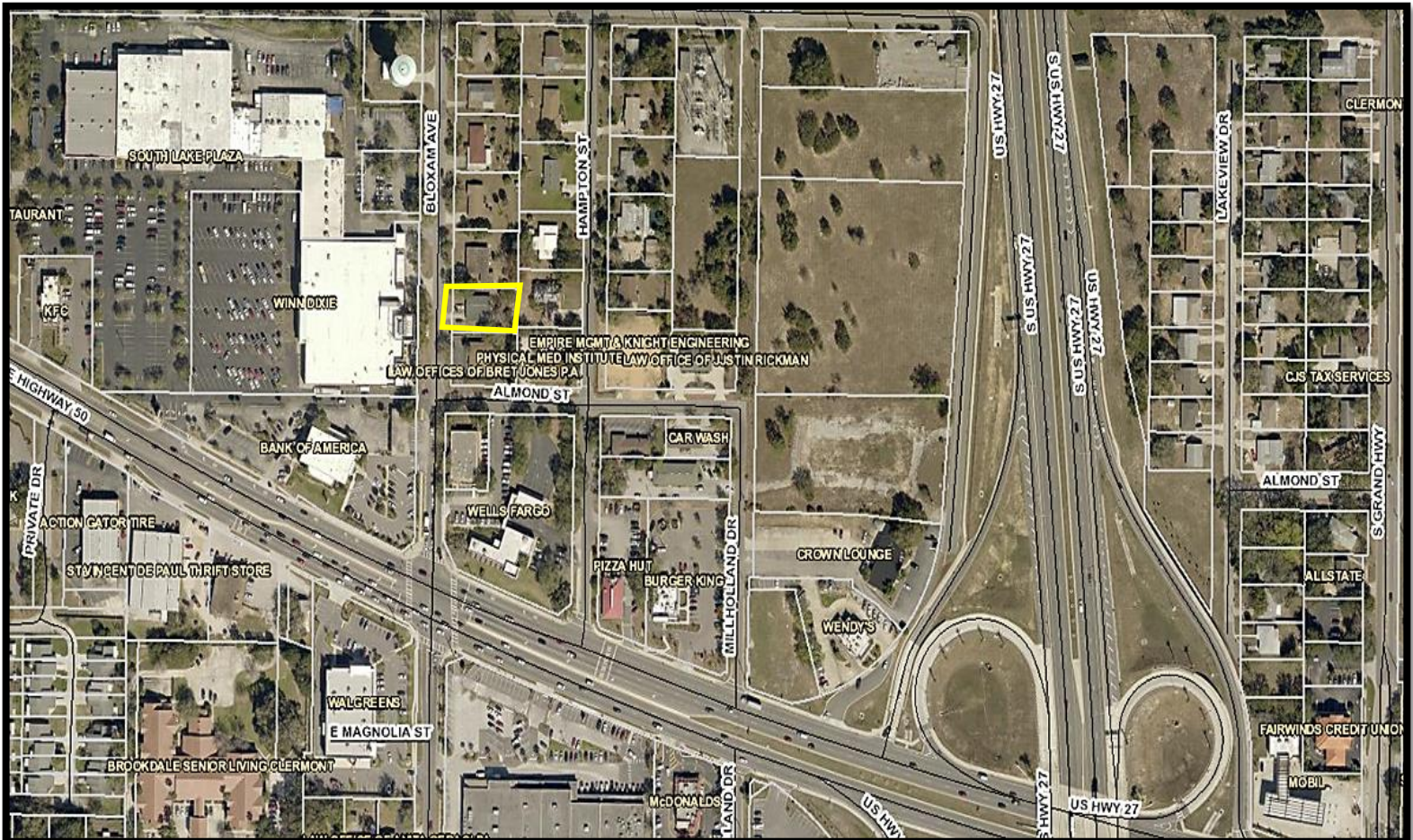
ATTEST:

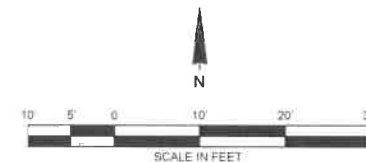
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





1. SITE AREA = 0.23 AC / 10,174 SF

1. **SITE AREA** = 0.23 AC / 10,174 SF
2. **SITE LOCATION**
- 1227 BLOXAM AVENUE
CLERMONT, FLORIDA 34711
SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST
3. **SITE DESCRIPTION**
- TAX PARCEL ALT KEY #: 1618347
- EXISTING ZONING: R-2 (MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING: R-3 (RESIDENTIAL/PROFESSIONAL)
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
4. **SITE REQUIREMENTS**
- MAXIMUM ISR: 70%
MAXIMUM BUILDING HEIGHT: 45'
- NORTH LANDSCAPE BUFFER: 10'
EAST LANDSCAPE BUFFER: 10'
SOUTH LANDSCAPE BUFFER: 10'
WEST LANDSCAPE BUFFER: 20'
- FRONT SETBACK: 25'
SIDE SETBACK: 15'
REAR SETBACK: 25'
5. **BUILDING DATA**
- USE TYPE: PROFESSIONAL OFFICE
DIMENSIONS: VARY
AREA: 1,183 SF
6. **PARKING DATA**
- 15 SPACE / 206.5F OFFICE:
REQUIRED PARKING = 6 SPACES
- PROVIDED PARKING = 6 SPACES
- (6.26 SPACES PROVIDED)
REQUIRED HANDICAP PARKING = 1 SPACE
- PROVIDED HANDICAP PARKING = 1 SPACE
7. **IMPERVIOUS DATA**
- EXISTING IMPERVIOUS AREA: 2,312.5F / 233%
PROPOSED IMPERVIOUS AREA: 1,776.5F / 17%

 PROPERTY LINE
 EXTERIOR PARCEL LINE
 BUILDING SETBACK
 LANDSCAPE BUFFER
 PROPOSED CONCRETE
 PROPOSED GEOMAT GRASSPAVE2

1	HANDICAP PARKING SPACE (SEE DETAIL SHEET C10)
2	PERVIOUS GEOMAT MATERIAL (GRASSPAVE2, TYPICAL)
3	6" THICK 3 000 PSI CONCRETE
4	HANDICAP SIGNAGE ON BOLLARD POST
5	CONCRETE WHEEL STOP
6	4" WIDE WHITE PAINTED PARKING SPACE DELINEATION (TYPICAL)
7	TYPE D CURB
8	6" CONCRETE BOLLARD (TYPICAL)
9	24" WIDE WHITE THERMOPLASTIC STOP BAR

ALT KEY
1618339
NO. 101 DEL

AL KE
1714364

618.E

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
(352) 242-9229
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 29579
COPYRIGHT © 2016

PROJECT # GE0342019

CLERMONT, FLORIDA

CONCEPT
SITE PLAN

**BLOXAM AVENUE
PROFESSIONAL BUILDING**

DATE _____

REVISIONS

of

SCALE: 1" = 10'

DATE: -

SHEET

CONCEPT

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
11-06-19

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29278



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Oct 31, 2019 FEE: 845.00

PROJECT NAME (if applicable): Bloxam Avenue Professional Building

APPLICANT: Castro-Dieppa, LLC

CONTACT PERSON: Roberto Castro

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

E-Mail: roberto@cdibrokers.com

OWNER: Castro-Dieppa, LLC, Roberto Castro

Address: 365 Citrus Tower Boulevard, Suite 108

City: Clermont State: Florida Zip: 34711

Phone: 407-900-1524 Fax: _____

Address of Subject Property: 1227 Bloxam Avenue

General Location: On east side of Bloxam Avenue north of Almond Street

Legal Description (include copy of survey): See Attached

Land Use (City verification required): Medium Density Residential

Zoning (City verification required): R-2 (Medium Density Residential)

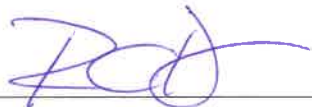


CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

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

The proposed project will convert an existing residential building to a professional office. The existing building is 1,183 SF and will not increase as part of the professional office. On-site parking and landscape buffers will be provided as part of the development.

Roberto Castro
Applicant Name (print)

X 
Applicant Name (signature)

Roberto Castro
Owner Name (print)

X 
Owner Name (signature)

***** NOTICE *****

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

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

PROPERTY RECORD CARD

General Information

Owner Name:

CASTRO-DIEPPA LLC

Alternate Key:

1618347

Mailing Address:

365 CITRUS TOWER
BLVD # 108
CLERMONT, FL 34711
[Update Mailing Address](#)

Parcel Number:

30-22-26-0400-000-25000

Millage Group and City:

000C
(CLERMONT)

Total Certified Millage Rate:

17.9211

Trash/Recycling/Water/Info:

[My Public Services Map](#)

Property Location:

1227 BLOXAM AVE
CLERMONT FL 34711
[Update Property Location](#)

Property Name:

—
[Submit Property Name](#)
[School Locator & Bus Stop Map](#)

School Information:

[School Boundary Maps](#)

Property Description:

CLERMONT, CLERMONT HEIGHTS S 1/2 OF LOT 250, N 1/2 OF LOT |
251, N 10 FT OF S 1/2 OF LOT 251 PB 4 PG 1 |
ORB 5319 PG 111 |

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1	LT	\$0.00	\$37,500.00

[Click here for Zoning Info](#)

[FEMA Flood Map](#)

Residential Building(s)

Building 001

Residential

Single Family

Building Value: \$89,212.00

Summary

Year Built: 1958

Total Living Area: 1188

Bedrooms: 3

Full Bathrooms: 1

Central A/C: Yes

Half Bathrooms: 0

Attached Garage: No

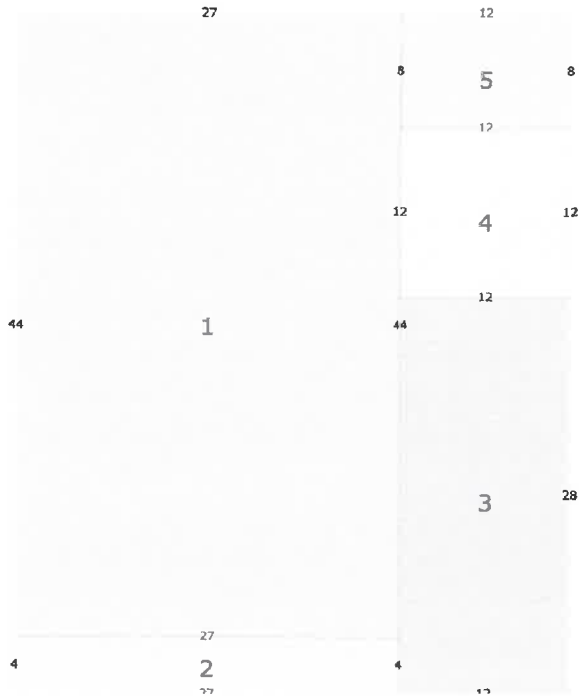
Fireplaces: 0

[Incorrect Bedroom, Bath, or other information?](#)

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
1	FINISHED LIVING AREA (FLA)	Block (002)	1	1188	N	0%	0%	
2	OPEN PORCH FINISHED (OPF)	No Wall Type (000)	1	108	N	0%	0%	
3	CARPORT FINISHED (CPF)	No Wall Type (000)	1	336	N	0%	0%	
4	UTILITY / STORAGE FINISHED BLOCK (SBF)	Block (002)	1	144	N	0%	0%	
5	OPEN PORCH UNFINISHED (OPU)	No Wall Type (000)	1	96	N	0%	0%	

[View Larger / Print / Save](#)



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	UTILITY BUILDING - UNFINISHED (UBU)	56	SF	1976	\$90.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5319 / 111	7/31/2019	Warranty Deed	Qualified	Improved	\$185,000.00
5242 / 844	2/26/2019	Warranty Deed	Unqualified	Improved	\$112,500.00

11/5/2019	Property Details : Lake County Property Appraiser				
5207 / 1859	11/13/2018	Certificate of Title	Unqualified	Improved	\$81,000.00
3528 / 186	10/9/2007	Quit Claim Deed	Unqualified	Improved	\$0.00
3204 / 2155	6/29/2006	Trustees Deed	Unqualified	Improved	\$0.00
1183 / 1011	8/1/1992	Quit Claim Deed	Unqualified	Improved	\$0.00
984 / 679	10/1/1988	Warranty Deed	Unqualified	Improved	\$0.00
659 / 2312	1/1/1978	Misc Deed/Document	Qualified	Improved	\$31,500.00

[Click here to search for mortgages, liens, and other legal documents.](#) 

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 WORKING VALUES.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

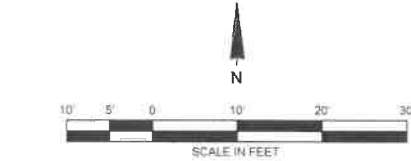
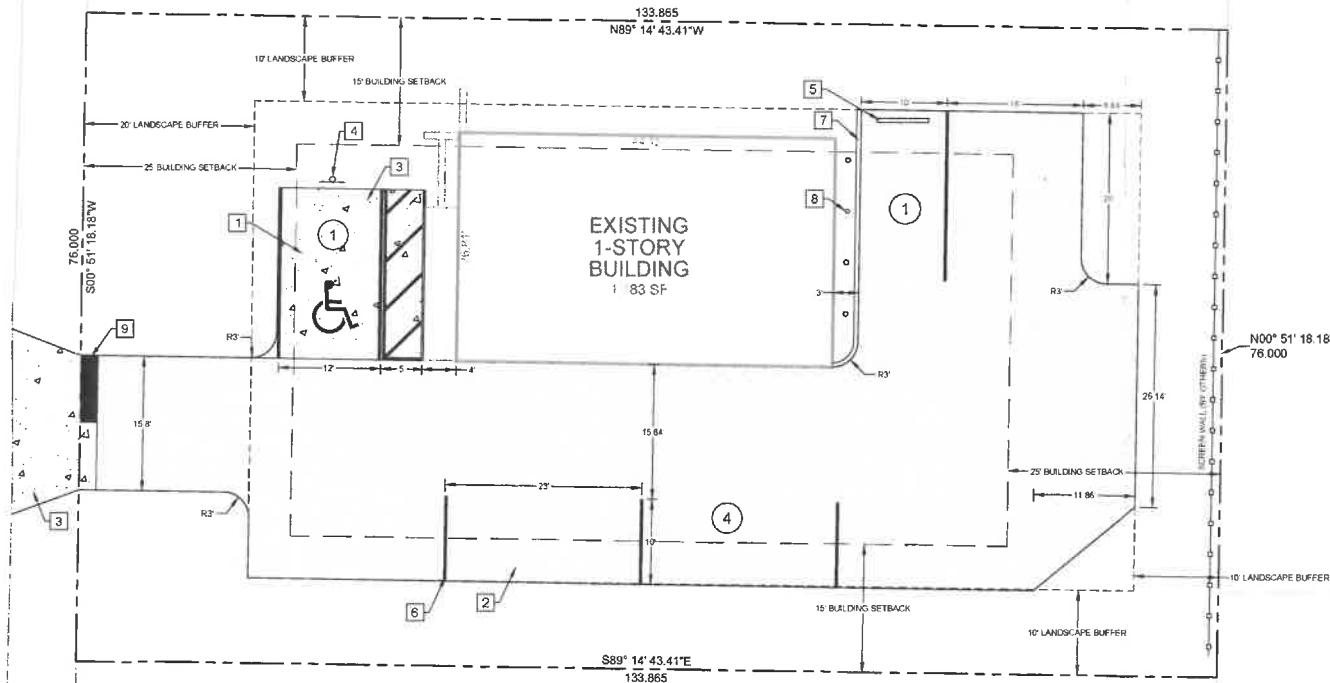
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$126,802	\$126,802	\$126,802	5.07340	\$643.32
LAKE COUNTY MSTU AMBULANCE	\$126,802	\$126,802	\$126,802	0.46290	\$58.70
SCHOOL BOARD STATE	\$126,802	\$126,802	\$126,802	3.88500	\$492.63
SCHOOL BOARD LOCAL	\$126,802	\$126,802	\$126,802	2.99800	\$380.15
CITY OF CLERMONT	\$126,802	\$126,802	\$126,802	4.20610	\$533.34
ST JOHNS RIVER FL WATER MGMT DIST	\$126,802	\$126,802	\$126,802	0.24140	\$30.61
LAKE COUNTY VOTED DEBT SERVICE	\$126,802	\$126,802	\$126,802	0.11000	\$13.95
LAKE COUNTY WATER AUTHORITY	\$126,802	\$126,802	\$126,802	0.35570	\$45.10
SOUTH LAKE HOSPITAL DIST	\$126,802	\$126,802	\$126,802	0.00000	\$0.00
			Total:	Total:	
			17.3325		\$2,197.80

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law

BLOXAM AVENUE
(RW VARIES)



SITE DATA

- SITE AREA** = 0.23 AC / 10,174 SF
- SITE LOCATION**
1227 BLOXAM AVENUE
CLERMONT, FLORIDA 34711
SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST
- SITE DESCRIPTION**
TAX PARCEL ALT KEY # 1618347
EXISTING ZONING: R-2 (MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING: R-3 (RESIDENTIAL/PROFESSIONAL)
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
- SITE REQUIREMENTS**
MAXIMUM ISR: 70%
MAXIMUM BUILDING HEIGHT: 45'
NORTH LANDSCAPE BUFFER: 10'
EAST LANDSCAPE BUFFER: 10'
SOUTH LANDSCAPE BUFFER: 10'
WEST LANDSCAPE BUFFER: 20'
FRONT SETBACK: 25'
SIDE SETBACK: 15'
REAR SETBACK: 25'
- BUILDING DATA**
USE TYPE: PROFESSIONAL OFFICE
DIMENSIONS: VARY
AREA: 1,163 SF
- PARKING DATA**
(1 SPACE / 200 SF OFFICE) = 6 SPACES
REQUIRED PARKING = 6 SPACES
PROVIDED PARKING = 6 SPACES
(0.25 SPACES PROVIDED)
REQUIRED HANDICAP PARKING = 1 SPACE
PROVIDED HANDICAP PARKING = 1 SPACE
- IMPERVIOUS DATA**
EXISTING IMPERVIOUS AREA: 2,312 SF / 23%
PROPOSED IMPERVIOUS AREA: 1,776 SF / 17%

LEGEND

- PROPERTY LINE
- EXTERIOR PARCEL LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- PROPOSED CONCRETE
- PROPOSED GEOMAT GRASSPAVE2

KEY LEGEND

- HANDICAP PARKING SPACE (SEE DETAIL SHEET C10)
- PERVIOUS GEOMAT MATERIAL (GRASSPAVE2, TYPICAL)
- 6" THICK 3,000 PSI CONCRETE
- HANDICAP SIGNAGE ON BOLLARD POST
- CONCRETE WHEEL STOP
- 4" WIDE WHITE PAINTED PARKING SPACE DELINEATION (TYPICAL)
- TYPE D CURB
- 6" CONCRETE BOLLARD (TYPICAL)
- 24" WIDE WHITE THERMOPLASTIC STOP BAR

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
11-06-19

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER: 26079
COPYRIGHT © 2016

**BLOXAM AVENUE
PROFESSIONAL BUILDING**

PROJECT # GED342019

CLERMONT, FLORIDA

**CONCEPT
SITE PLAN**

CONCEPT

SCALE: 1" = 10'

DATE -

SHEET

Page : 1 of 1 01/24/2020 15:57:52

Order Number : 10094162
PO Number :
Customer : 7101866 CITY OF CLERMONT
Contact : Carlie Zinker
Address1 : P.O. BOX 120219
Address2 :
City St Zip : CLERMONT FL 34712
Phone : (352) 241-7331
Fax : (352) 394-2379

Printed By : liana.rickman
Entered By : liana.rickman

Keywords : LEGAL NOTICE Notice is hereby given that the City
Notes :
Zones :

Ad Number : 10271944
Ad Key :
Salesperson : D001 - Liana Davis - D001
Publication : Daily Commercial
Section : Public Notices
Sub Section : Public Notices
Category : LEGAL NOTICES
Dates Run : 01/28/2020-02/18/2020
Days : 2
Size : 1 x 5.31, 55 lines
Words : 219
Ad Rate : Open
Ad Price : 170.60
Amount Paid : 0.00
Amount Due : 170.60

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a professional office use in the R-3 Residential/Professional Zoning District, at the following location:

LOCATION

1227 Bloxam Avenue, Clermont, FL
(AK 1618347)

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 4, 2020 at 6:30pm.

The Clermont City Council shall consider this request at a public meeting to be held on Tuesday, February 25, 2020 at 6:30pm.

All meetings shall be held in the Clermont City Hall, Council Chambers located at 685 West Montrose Street, Clermont FL.

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: 10094162
January 28, 2020 &
February 18, 2020



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 25, 2020	
Agenda Item Name	
Variance Request <i>Poston 210 2nd Street</i>	
Requested Action	
Recommend approval of the variance request.	
Staff Report	
The property owner is requesting a variance to allow for a side street setback to be less than the 25 feet requirements of the Land Development Code, for R-2 Medium Density Residential zoning, Section 122-146 for a vacant lot on the corner of Orange Avenue and 2nd Street.  The owner would like to construct a new single family home on the property. The vacant pie shaped lot is on the corner of Orange Avenue and Second Street, which requires a 25 feet side yard setback adjacent to any street. A pie shape lot may present a challenge because of the irregular shape and sometimes may be harder to develop. The variance request is for encroachment of 9 feet into the required 25 feet setback from the street; which will provide a 16 feet setback from the property line on that corner. The encroachment will only be for a small corner of the house, not the entire structure. The new single family home will be similar in design to other homes in the area, and will provide an opportunity for infill re-development and improvements to the neighborhood and community. Section 86-174 of the Land Development Code requires a positive finding on the variance review criteria in order to grant a variance, and staff believes that evidence submitted meets required positive findings as required by the Code. Staff recommends approval of the variance request to the Clermont 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-Poston	New 86-174 Review Criteria-Poston.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Map of Area	Map of Area.pdf
4.	Site Plan-Survey	Site Plan-Survey.pdf
5.	Elevations	Elevations.pdf
6.	Application	Application.pdf
7.	CORNER OF ORANGE AVE AND SECOND ST VARIANCE AD	CORNER OF ORANGE AVE AND SECOND ST VARIANCE AD.pdf

Poston - 2nd Street and Orange 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: No answer provided.

Staff comments: The variance request is to allow for an encroachment into the required 25-foot side street setback. The single-family pie shaped lot is located at the corner of 2nd Street and Orange Avenue, which requires a 25 feet setback from the street. The property owner would like to construct a new single family home on the lot that will be similar in design to other homes 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: N/A.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the property. The existing vacant pie shaped lot, which may present a challenge to develop. The variance will allow reasonable use of the property and will not be out of character with other properties in the R-2 zoning district.

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:

Staff comments: The requested variance to the land development code will not further any city objective, and will a new residential home in the area. Therefore, providing infill development in this area.

Positive finding

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

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:

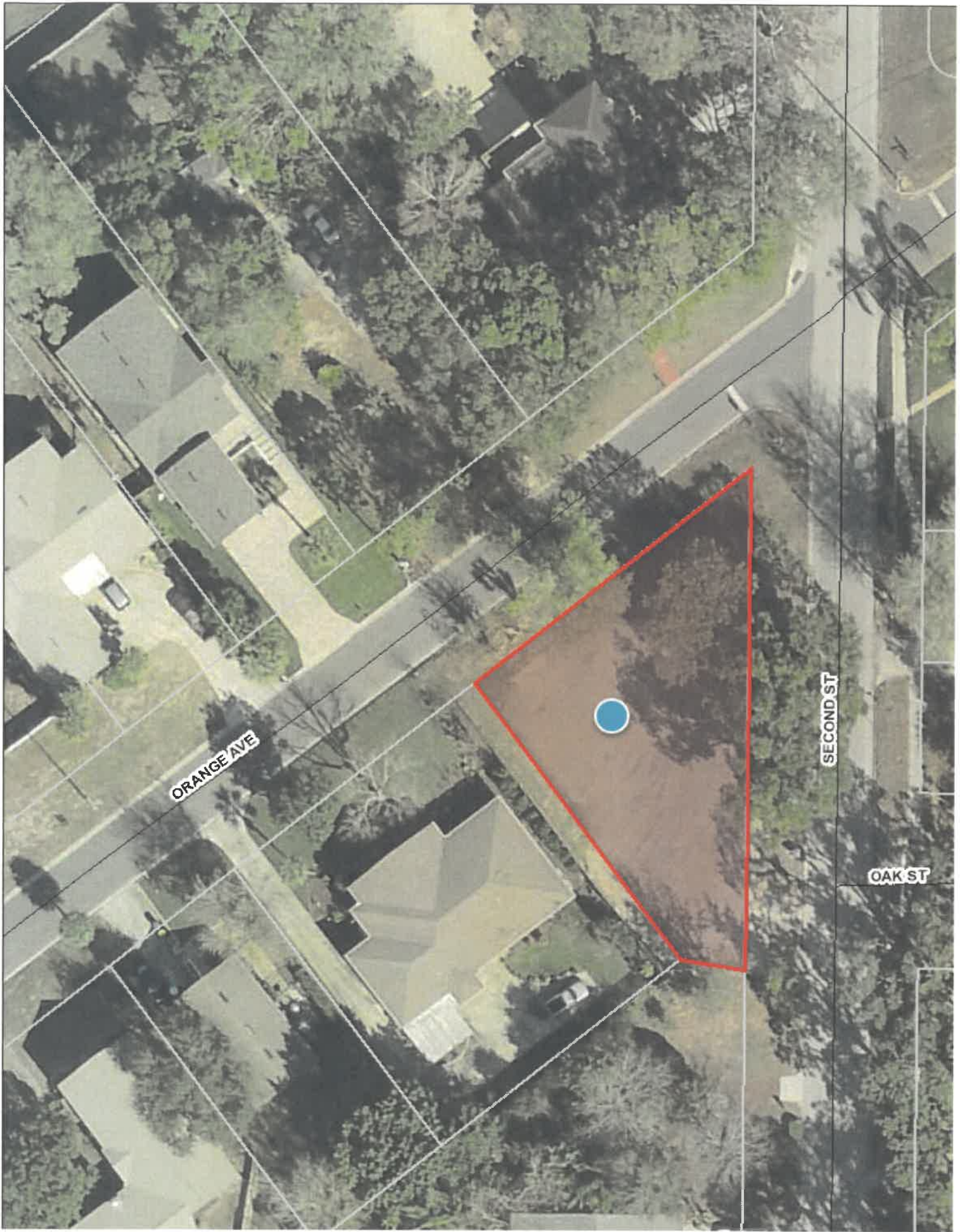
Staff comments: The requested variance is the minimum to allow reasonable use of the land. The proposed single family residential home will be consistent with other properties in the community and will not be out of character with the surrounding neighborhoods.

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





ORANGE AVE

SECOND ST

OAK ST

PROPERTY RECORD CARD

General Information

Owner Name:	POSTON ALEXANDER JR & DEANA M	Alternate Key:	1628130
Mailing Address:	2550 CITRUS TOWER BLVD APT 2301 CLERMONT, FL 34711 Update Mailing Address	Parcel Number: ⓘ	24-22-25-0400- 007-00100
		Millage Group and City:	0C1X (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	210 2ND ST CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, SUNSET HEIGHTS LOTS 1, 2, BEG AT MOST N'LY COR LOT 23, RUN S 20.99 FT, W'LY 26.81 FT TO MOST S'LY COR LOT 2, NE'LY 34.04 FT TO POB, BLK 7 PB 5 PG 42 ORB 5379 PG 1216		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		2	LT	\$0.00	\$40,000.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

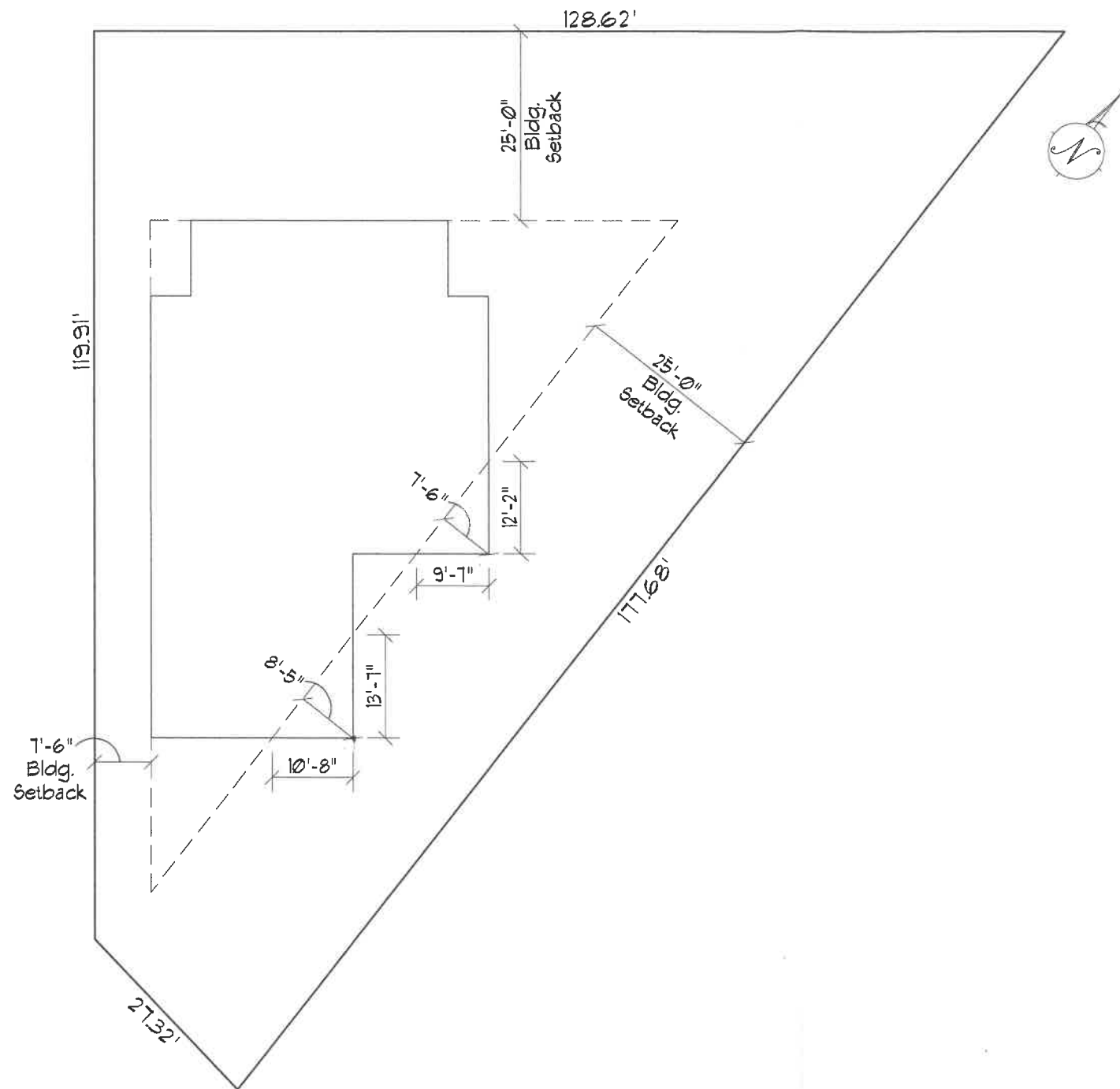
Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5379 / 1216	11/18/2019	Warranty Deed	Unqualified	Vacant	\$94,900.00
4330 / 1724	5/16/2013	Certificate of Title	Unqualified	Improved	\$100.00
2256 / 1100	1/31/2003	Warranty Deed	Qualified	Improved	\$190,000.00
1592 / 2076	3/16/1998	Warranty Deed	Qualified	Improved	\$135,000.00
1365 / 1763	5/11/1995	Personal Rep Deed	Qualified	Improved	\$96,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.



A BUILDING LOCATION
8 SCALE: 1" = 20'

SQUARE FOOTAGE	
UPPER FLR LIVING	1,421
LOWER FLR LIVING	797
TTL A/C	2,218
GARAGE	658
COVERED PORCH	340
ENTRY	89
TTL UNDER ROOF	3,305

DATE: 2-3-2020
 DRAWN BY: GCW
 SCALE: AS NOTED
 JOB # 3097

SHEET #

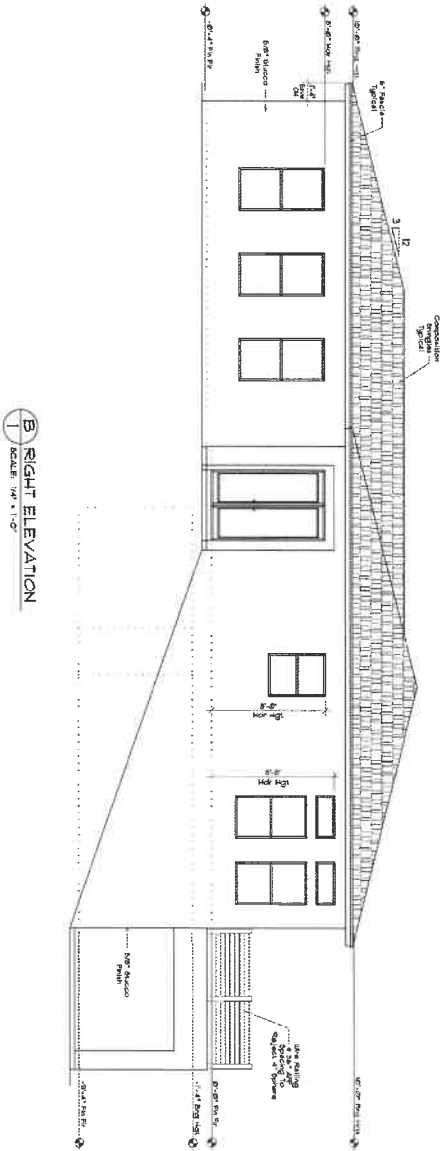
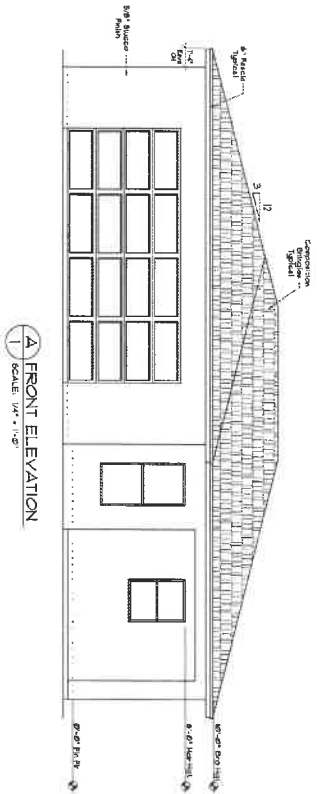
8

NEW RESIDENCE FOR
 "Alex & Deana Poston"

WEBER CONSTRUCTION
 OFFICE 352-394-5364
 CLERMONT, FL. 34111
 LICENCE # CBC033071

PLAN REVIEW	DATE
1 PRELIMINARY	
2 DESIGN REVIEW CHANGES	
3 DESIGN REVIEW CHANGES	
4 DESIGN REVIEW CHANGES	
5 BUILDING LOCATION	
6	
7	
8	

LAKE DRAFTING
 AND GRAPHICS INC.
 GROVELAND, FLORIDA 34736
 PHONE (352)944-1152



PLAN REVIEW	
1	PROJECT NAME
2	DATE
3	DESIGNER
4	CHECKED
5	APPROVED
6	DATE
7	SCALE
8	NOTES

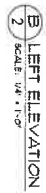
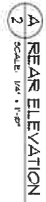
LAKE DRAFTING
AND GRAPHICS INC.
CHICAGO, ILL. 60612
708.252.2412

NEW RESIDENCE FOR
"Alex & Deana Poston"

SQUARE FOOTAGE	
UPPER FLS. LIVING	1,431
LOWER FLS. LIVING	797
TOTAL A.F.	2,228
PRICE	\$54
COSTED PER SQ. YD.	540
CITY	86
TOTAL UNDER ROOF	3,302
DATE: 1-10-20	
DRAWN BY: GJM	
SCALE: AS NOTED	
JOB # 3097	

SHEET #

1

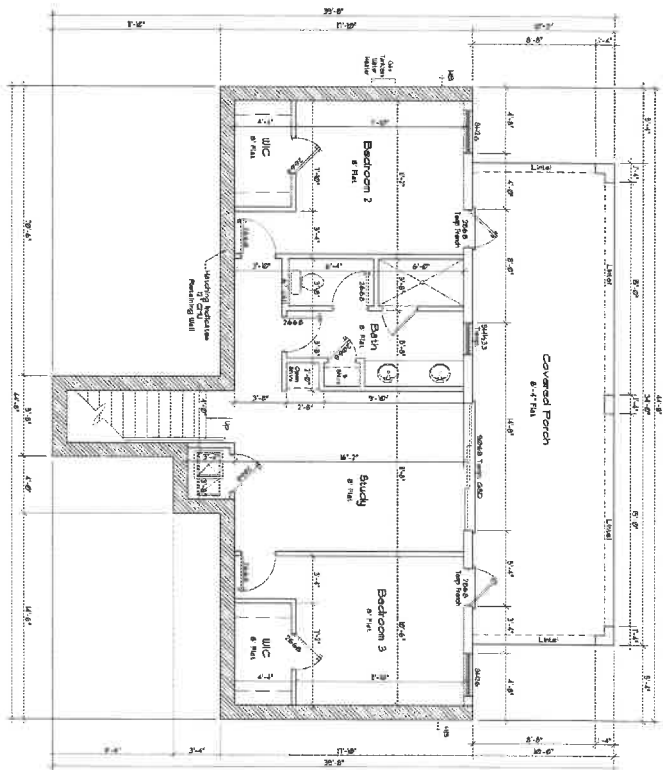


LAKE DRAFTING
AND GRAPHICS INC.
CHICAGO, ILL. 60604
PHONE (312) 441-1111

SQUARE FOOTAGE	
UPPER FLR LIVING	1,422
LOWER FLR LIVING	791
TLT. A/C	2,213
GARAGE	655
COVERED PORCH	340
ENTRY	85
TLT. UNFR. ROOF	3,403
DATE: 1-10-20	
DRAWN BY: GCW	
SCALE: AS NOTED	
JOB #	3097

SHEET 4

2



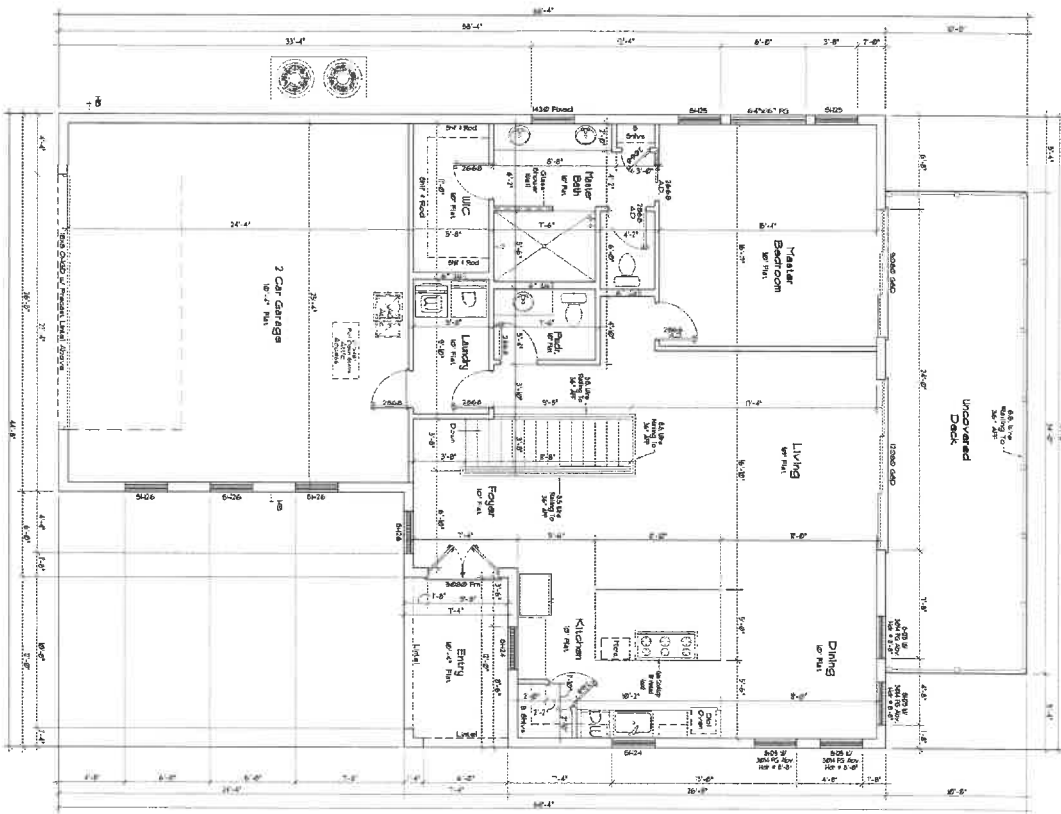
A LOWER LEVEL FLOOR PLAN
 SCALE: 1/4" = 1'-0"

PLAN REVIEW	
1	DATE: 11-10-20
2	BY: [Signature]
3	CHECKED: [Signature]
4	APPROVED: [Signature]
5	DATE: 11-10-20
6	BY: [Signature]
7	CHECKED: [Signature]
8	APPROVED: [Signature]
9	DATE: 11-10-20
10	BY: [Signature]
11	CHECKED: [Signature]
12	APPROVED: [Signature]

**LAKE DRAFTING
 AND GRAPHICS INC.**
 10000 100TH AVE. S.W.
 SUITE 100
 BURNABY, B.C. V5A 4G5
 TEL: 604-291-1111
 FAX: 604-291-1112
 WWW.LAKEDRAFTING.COM

NEW RESIDENCE FOR
 "Alex & Deana Poston"

SQUARE FOOTAGE	
UPPER FLS. LIVING	1,478
UPPER FLS. DINING	757
UPPER FLS. KITCHEN	757
UPPER FLS. BATH	558
UPPER FLS. BEDROOM	558
UPPER FLS. WIC	558
UPPER FLS. PORCH	558
UPPER FLS. ENTRY	558
UPPER FLS. STAIRS	558
UPPER FLS. TOTAL	5,558
LOWER FLS. LIVING	1,478
LOWER FLS. DINING	757
LOWER FLS. KITCHEN	757
LOWER FLS. BATH	558
LOWER FLS. BEDROOM	558
LOWER FLS. WIC	558
LOWER FLS. PORCH	558
LOWER FLS. ENTRY	558
LOWER FLS. STAIRS	558
LOWER FLS. TOTAL	5,558
TOTAL	11,116



5 UPPER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE	
UPPER FLOOR	1,472
LOWER FLOOR	1,357
TOTAL	2,829
COVERED PORCH	144
SCREENED PORCH	64
TOTAL COVERED PORCH	208

NEW RESIDENCE FOR
"Alex & Deana Poston"

NO.	REVISION
1	PRELIMINARY
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
4	REVISED PER COMMENTS
5	REVISED PER COMMENTS
6	REVISED PER COMMENTS
7	REVISED PER COMMENTS
8	REVISED PER COMMENTS

DATE	BY
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW
11-10-20	GCW

LAKE DRAFTING
AND GRAPHICS INC.
1700 W. 10TH AVE. SUITE 100
DENVER, CO 80202



CITY OF CLERMONT
VARIANCE
Application

DATE: February 3, 2020

FEE: \$300.00

PROJECT NAME (if applicable): _____

APPLICANT: Alexander Poston, Jr.

CONTACT PERSON: (same as Applicant)

Address: 2550 Citrus Tower Blvd. - Apt. #2301

City: Clermont, State: FL Zip: 34711

Phone: _____ Fax: _____

E-Mail: alex@postons.net

OWNER: Alexander Poston, Jr.

Address: 2550 Citrus Tower Blvd. - Apt. #2301

City: Clermont, State: FL Zip: 34711

Phone: 615-414-2801 Fax: _____

Address of Subject Property: 210 2nd Street, Clermont, FL 34711

General Location: Corner of 2nd Street & Orange Avenue

Legal Description (include copy of survey): Clermont, Sunset Heights Lots 1, 2
Beg at most N'ly Cor lot 1/23 Run S 20.99 Ft., W'ly 26.81 ft
to most S'ly Cor lot 2 | Ne'ly 34.04 ft. to POB, BIK 7
PB 5 Pg. 42 | ORB 5379 Pg 1216

Land Use (City verification required): _____



Zoning (City verification required): _____

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:

What are you proposing to do that would require a variance and why? We would like
TO INFRINGE ON THE EAST SETBACK LINE 7' 6" ON
THE ENTRY CORNER AND 8' 5" ON THE GARAGE CORNER. DOUBLE FRONT
SETBACKS MAKE IT UNREASONABLE

How does the Code create a hardship? DO TO THE SHAPE AND SIZE OF THIS
LOT, THE DOUBLE FRONT SETBACK MAKE IT IMPOSSIBLE
TO BUILD ANY REASONABLE TYPE HOUSE.

*** * * * 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;



(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;

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;

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

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



CITY OF CLERMONT
VARIANCE
Application
Page 4

Alexander Poston, Jr.
Applicant Name (print)

X [Signature]
Applicant Name (*signature*)

Alexander Poston, Jr.
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,

Page : 1 of 1 02/07/2020 11:22:55

Order Number : 10094569
PO Number :
Customer : 7101866 CITY OF CLERMONT
Contact : Carlie Zinker
Address1 : P.O. BOX 120219
Address2 :
City St Zip : CLERMONT FL 34712
Phone : (352) 241-7331
Fax : (352) 394-2379

Printed By : liana.rickman
Entered By : liana.rickman

Keywords : LEGAL NOTICE Notice is hereby given that the Cler
Notes :
Zones :

Ad Number : 10272873
Ad Key :
Salesperson : D001 - Liana Davis - D001
Publication : Daily Commercial
Section : Public Notices
Sub Section : Public Notices
Category : LEGAL NOTICES
Dates Run : 02/18/2020-02/18/2020
Days : 1
Size : 1 x 4.83, 50 lines
Words : 211
Ad Rate : Open
Ad Price : 103.50
Amount Paid : 0.00
Amount Due : 103.50

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for the following variance: (1) to allow for a side yard setback to be less than the minimum requirements for R-2 Medium Density Residential zoning, Section 122 -146 at the following location:

LOCATION:

210 2nd Street
Vacant lot on the corner of Orange
Avenue
and Second Street
(Alt. Key 1628130)

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 25, 2020 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: 10094569
February 18, 2020



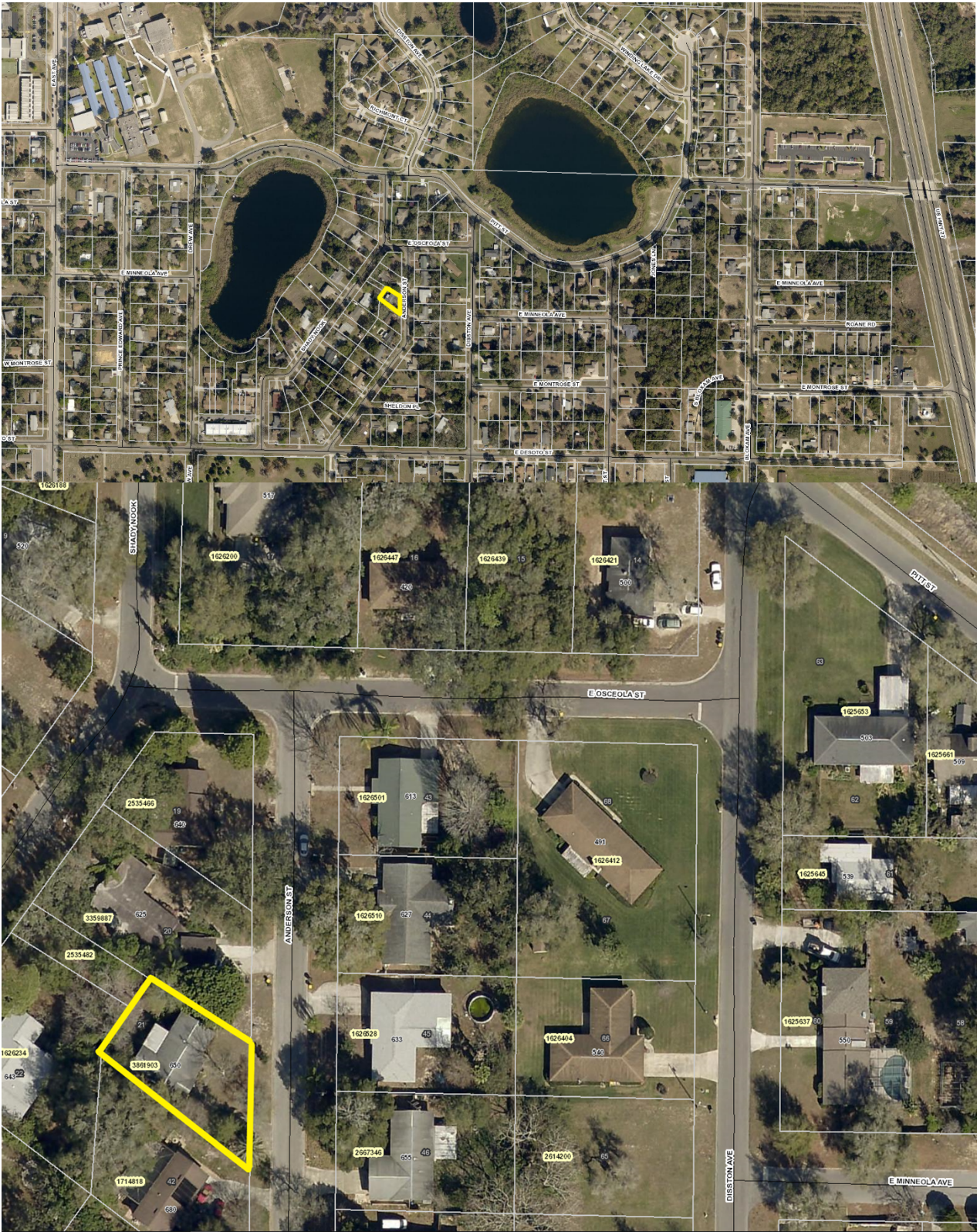
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
On July 10, 2017, Code Enforcement was contacted by the Clermont Police Department in regards to squatters in a vacant house without water located at 650 Anderson St. The city's Code Enforcement Officer posted the house as unsafe and started a case against the property. A Violation Notice was sent out on July 10, 2017 with a compliance date of August 10, 2017. Code Enforcement had contact with Bayview Loan Servicing (bank foreclosing on the mortgage) during August of 2017. On September 19, 2017 the Special Magistrate found the property in violation and gave a new compliance date of October 20, 2017 or a fine of \$250 per day. The property remained in violation and a lien was imposed at the Special Magistrate on March 19, 2019. The property was sold to the Bank of New York Mellon for \$106,000 on October 30, 2019 and the property was brought into compliance on January 7, 2020. The new owners are now requesting a reduction from the total lien amount of \$202,000.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.docx	
2. Code Enforcement Lien	Code Enforcement Lien.pdf	
3. Cert. of Sale	Cert. of Sale.pdf	
4. Lien Reduction Request	Lien Reduction Request.pdf	

650 Anderson Street – C2017-000308



650 Anderson Street – C2017-000308



CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA

CITY OF CLERMONT,
Petitioner,

Case No: C2017-000308
650 Anderson Street
CLERMONT, FL

VS.

RICKY E. and CONNIE A. WRIGHT

Respondents.

ORDER IMPOSING ADMINISTRATIVE FINE AND CREATING LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on March 19, 2019, after due notice to Respondents upon Petitioner's Motion for Order Imposing Fine and Creating Lien, at which time the Special Magistrate heard from Craig Stein, on behalf of Bayview Loan Servicing, LLC, having further noted that Respondents Ricky E. and Connie A. Wright were not present and was advised that the Respondents did not timely comply with the Special Magistrate's Order of September 26, 2017 and that the subject property remains in non-compliance.

It is hereby ORDERED THAT:

1. A fine is imposed in the amount of ONE HUNDRED TWENTY EIGHT THOUSAND AND SEVEN HUNDRED AND FIFTY DOLLARS (\$128,750) and shall continue to accrue thereafter at the rate of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per day until the date that compliance has been documented by the Code Enforcement Officer.

2. This Order shall be recorded in the Public Records of Lake County and thereafter shall constitute a lien against the following described land on which the violation exists and upon any other real or personal property owned by Respondents Ricky E. and Connie A. Wright.

Parcel Id No. 19-22-26-1300-000-02102

Alt Key: 3861903

Legal Description:

CLERMONT, SHADY NOOK UNITS 1 & 3 FROM N'LY COR OF LOT 21 RUN
S 33-41-58 W ALONG NW'LY LINE OF SAID LOT 24.89 FT, S
58-42-20 E 97.98 FT FOR POB, RUN N 33-18-15 E 28.62 FT TO
NE'LY LINE OF SAID LOT 21, S 60-53-07 E ALONG SAID NE'LY
LINE 82.08 FT TO NE COR OF LOT 21, S 01-49-42 E 84.26 FT TO
SE COR OF LOT 21, N 56-03-51 W ALONG SW'LY LINE OF SAID LOT
21 A DIST OF 130.36 FT, N 33-18-15 E 32.85 TO POB PB 14 PG 1
ORB 3405 PG 877

AS LISTED IN LAKE COUNTY PUBLIC RECORDS

Case No: C2017-000308

3. This Order shall be in addition to any other Order Imposing a Fine and Creating a Lien in this matter.

DONE and ORDERED this 29th day of March, 2019.

Andrew Lanius

Andrew Lanius, Esquire
Special Magistrate
Fla Bar No.: 93427

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 29 day of March 2019, by Andrew Lanius, as City of Clermont Code Enforcement Special Magistrate who is personally known to me or produced FL DRLC as identification.

Lynette Seebach
Signature of person taking acknowledgment

Lynette Seebach
Name of Officer taking acknowledgment typed,
printed or stamped



I HEREBY CERTIFY that on this 03rd day of March, 2019, a true and correct copy of this Order has been furnished by certified and regular first class mail to the Respondents, Ricky E. and Connie A. Wright, 2716 Coventry Lane, Ocoee, FL 34761 and 6969 N Carl Grose Hwy, Hernando, FL 34442-2124 and Bayview Loan Servicing, LLC c/o Joanna Navarro, 4435 Ponce De Leon Blvd, Coral Gables, FL 33146.

Matthew Reusch

Matthew Reusch, Code Enforcement Officer

IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT, IN AND FOR LAKE
COUNTY, FLORIDA
CASE NO. 352019CA000084AXXXXX

THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2007-8CB,
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2007-8CB,

Plaintiff,

vs.

CONNIE A. WRIGHT; RICKY E. WRIGHT A/K/A
RICKY WRIGHT, et al.
Defendants

2019 OCT 30 PM 1:55
CLERK OF CIRCUIT
AND COUNTY COURT
LAKE COUNTY, FLORIDA

CERTIFICATE OF SALE

The undersigned, Gary J. Cooney, Clerk of the Court, certifies that notice of public sale of the property described in the final judgment was published in THE DAILY COMMERCIAL, a newspaper circulated in LAKE County, Florida, in the manner shown by the proof of publication attached and on 10/30/19, the property was offered for public sale to the highest bidder for cash. The highest and best bid received for the property was submitted by The Bank of New York Mellon* to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the final judgment.

WITNESS my hand and the seal of the court this 30 day of Oct, 2019.

Dated this 30 day of Oct, 2019.

(SEAL)

*FKA The Bank of New York, as Trustee
for the Certificate Holders of CWALT, Inc.,
Alternative Loan Trust 2007-8CB,
Mortgage Pass-Through Certificates,
Series 2007-8CB

Gary J. Cooney
CLERK OF THE CIRCUIT COURT

BY

Shari Denham
As Deputy Clerk



Any person claiming an interest in the
surplus from the sale, if any, other than the
property owner as of the date of the lis pendens must
file a claim before the clerk reports the surplus as unclaimed

CASE NO.: 352019CA000084AXXXXX

SERVICE LIST:

VAN NESS LAW FIRM, PLC
1239 E. NEWPORT CENTER DRIVE, SUITE #110
DEERFIELD BEACH, FLORIDA 33442
PLEADINGS@VANLAWFL.COM
ATTORNEY FOR PLAINTIFF

CONNIE A. WRIGHT
120 S. BELLEVIEW WAY, APT 3
INVERNESS, FL 34450-1922
LAST KNOWN ADDRESS

RICKY E. WRIGHT A/K/A RICKY WRIGHT
3426 CIRQUE CIRCLE
ORLANDO FL 32817-2083
LAST KNOWN ADDRESS

2005 RESIDENTIAL TRUST 3-2
C/O WILMINGTON SAVINGS FUND SOCIETY,
FSB 500 DELAWARE AVENUE, 11TH FLOOR
WILMINGTON, DE 19801

UNKNOWN TENANT IN POSSESSION OF SUBJECT PROPERTY
650 ANDERSON STREET
CLERMONT, FL 34711
VACANT

• *Property sold for \$106,000*

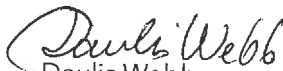
NUMBER ONE CHOICE REALTY

January 23, 2020

To: City of Clermont
Attn. Clermont City Council
685 W. Montrose St., Clermont, FL 34711

This letter is to request a reduction of lien for Case# C2017-000308 with property address 650 Anderson St, Clermont, FL 34711. BANK OF NEW YORK MELLON is the current owner of this property, and the home is currently in compliance with code enforcement. BANK OF NEW YORK MELLON was not the owner of this property when such violations occurred, and such lien is preventing the sale of this property to a new buyer.

Sincerely yours,


Daulis Webb

Property Manager/ Listing Broker

(407)234-9789

Cc. City of Clermont Code Enforcement Special Magistrate

Cc. Katherine Neil, Code Enforcement Officer



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, February 25, 2020			
Agenda Item Name			
Board Appointment			
Requested Action			
Consider board appointment			
Staff Report			
The Clerk's office received two requests for appointments to the Fire Fighters Pension Board of Trustees. Judy Proli requested reappointment. She was appointed to the board in 2018. Michelle Pines has requested appointment.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 25, 2020		
Agenda Item Name		
Ordinance No. 2020-18 <i>Introduction MSTU</i>		
Requested Action		
Request approval of Introduction of Ordinance No. 2020-18.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for one year. Staff recommends approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance No. 2020-18 - MSTU	2020-18 - MSTU.pdf	
2. ORD 2020-18 - Legal AD Proof	ORD 2020-18 - Legal AD Proof.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."



CITY OF CLERMONT
ORDINANCE NO. 2020-18

SECTION 2.

This consent shall be for a term of one (1) year.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Florida.



CITY OF CLERMONT
ORDINANCE NO. 2020-18

PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 10th day of March, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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

Account Number: 7101866
Order Number: 10094798
Phone: (352) 241-7331
Date: 02/17/20
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 t	02/25/2020	02/25/2020	\$120.33

LEGAL NOTICE

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

proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10094798
February 25, 2020

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, March 10, 2020 at 6:30pm for final enactment.

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

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the

Payment Info	
Ad Price	\$120.33
Tax	\$0.00
Sub Total	\$120.33
Prepaid Amount	\$0.00
Balance Due	\$120.33