



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
AGENDA
6:30 PM, Tuesday, January 12, 2021**

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

ACCEPTANCE OF SPECIAL ELECTION RESULTS

OATH OF OFFICE FOR SEAT NO. 4

PRESENTATIONS

Lake County Roads

PROCLAMATION

75th Anniversary of the Clermont VFW

Arbor Day

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 - Minutes Approval

Consider approval of the minutes of the December 8, 2020 regular City Council meeting.

Item No. 2 - City Council Meeting Calendar

Consider approval of 2021 Council meeting calendar.

Item No. 3 - Surplus Request

Consider declaring end of life inventory as surplus from the departments of: Parks and Recreation, Information Technology, Public Services, Procurement Services, and Police and dispose of in accordance with the Purchasing Policy.

Item No. 4 - Special Events Review

City Council review of upcoming special events in January, February, March and April due to Covid-19.

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| Item No. 5 - Clermont Ridge Utility Easement | Consider utility easement for access and maintenance of a gravity sewer main. |
| Item No. 6 - Utility Service Agreement Amendment | Consider first amendment to the Utility Service Agreement for Wastewater between the City and Minneola School Development, LLC. |
| Item No. 7 - First Amendment to Professional Consultant Services Agreement | Consider amendment to agreement with Levey Consulting, LLC to clarify the expiration date of the two-year contract for consulting services. |

UNFINISHED BUSINESS

- | | |
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| Item No. 8 - Board Appointments | Consider appointments to boards and outside agency. |
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NEW BUSINESS

- | | |
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| Item No. 9 - Event, Open Container, Boat Ramp Closure Requests and Fee Variance | Consider request from Sommer Sports to approve the 2021 season, open container, boat ramp closures and waive all associated facility fees. |
| Item No. 10 - Event, Open Container and Road Closure Request | Consider allowing Suncreek Brewery to host Irish Fest event in downtown Clermont with street closures and open container allowance in March 12-13, 2021. |
| Item No. 11 - Event, Open Container and Road Closure Request | Consider allowing Suncreek Brewery to host Clermont Brews, Blues and BBQ event in downtown Clermont with street closures and open container allowance in February 20, 2021. |
| Item No. 12 - Resolution No. 2021-01 and Budget Amendment | Consider purchase of 0.26 +/- acres of real property located at 1146 Lake Minneola Avenue from Josef and Weena Trapp for \$350,000 for recreational uses and authorize the mayor and city manager to perform all acts necessary and appropriate to close on the property. |

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Item No. 13 - Citizen Request

Consider request from Mr. and Mrs.
Forth.

ADJOURN

Public Notice

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.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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.

PROCLAMATION

Whereas, the Veterans of Foreign Wars (VFW), Clermont Post 5277 was first chartered 75 years ago in 1946; and

Whereas, the VFW Post 5277 will celebrates its 75th Anniversary in 2021; and

Whereas, the VFW Post 5277 is named in memory of William Alfred Suggs, who died on December 7, 1941 aboard the USS Arizona during the attack on Pearl Harbor and is entombed in the USS Arizona, in Pearl Harbor, Hawaii; and

Whereas, the VFW Post 5277 is honored to still have several World War II Veterans serving in its membership; and

Whereas, the VFW Post 5277 continues to serve our country by supporting the troops who are defending our freedom and remembers their fallen comrades at funerals and patriotic holidays; and

Whereas, the VFW Post 5277 assists veterans in obtaining their benefits and supports veterans administration hospitals by donating medical equipment and other necessities; and

Whereas, the VFW Post 5277 has been continuously recognized and awarded for its dedicated service to the community by being named an “All-American Team Post” since 2017 and by being awarded the VFW National Community Service Award; and

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim and recognize the 24th Day of January, Two Thousand and Twenty One to be in honor of the:

William Alfred Suggs VFW Post 5277

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of January in the year Two Thousand and Twenty One.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

PROCLAMATION

- Whereas,* in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas,* Arbor Day is observed in Florida on January 16, 2021 due to the winter dormancy of trees and the ease in planting and transplanting; and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- Whereas,* trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and
- Whereas,* the City of Clermont wishes to acknowledge its commitment to the preservation of nature and its long established history as a Tree City USA by recognizing the celebration of Arbor Day;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 16th Day of January, Two Thousand and Twenty One as:

ARBOR DAY

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of January in the year Two Thousand and Twenty One.

Tim Murry, Mayor
City of Clermont, FL

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
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DECEMBER 8, 2020

The City Council met in a regular meeting on Tuesday, December 8, 2020 in the Clermont City Center. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Bates, and Purvis.

Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Pastor Jose Gonzalez followed by the Pledge of Allegiance.

SELECTION OF MAYOR PRO TEM

Mayor Murry announced that the Council needed to select a Mayor Pro Tem and asked if there were any nominations.

Councilmember Purvis nominated himself; Councilmember Bates nominated himself.

Mayor Murray asked three times if there were any further nominations; seeing none, the floor was closed.

MOTION TO APPOINT Councilmember Bates to the position of Mayor Pro Tem; No Second was provided.

Attorney Mantzaris reminded Mayor Murry that a member of the Council needed to second the motion before it could go to vote. Mayor Murray responded to Attorney Mantzaris stating that he was going to ask for a second shortly. He congratulated Councilmember Bates saying that he was going to nominate him had he not nominated himself.

Mayor Murray then called the question to vote with all members present voicing aye.

PRESENTATIONS

Darren Gray Recognition

Mayor Murry congratulated City Manager Gray on a successful tenure as City Manager with the City of Clermont. He presented him with a plaque on behalf of the City.

Mayor Murry then invited David Colby, President of South Lake Chamber of Commerce to the podium. Mr. Colby thanked City Manager Gray on behalf of the chamber and its membership and presented him with a statute in recognition of their appreciation.

Assistant City Manager Dauderis read a proclamation into the record declaring April 28 to be officially recognized as “Darren Gray Day”.

City Manager Gray then gave a brief presentation highlighting the accomplishments/projects of the city since 2012 via PowerPoint presentation.

Quarterly Budget Update

Finance Director Brosonski presented highlights from the Fiscal Year 2019/2020 via a PowerPoint presentation. She informed the Council that revenues are not as bad as first believed and recommended the Council have a workshop to revisit the Fiscal Year 2021 budget.

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Rise Clermont Initiative

The Rise Clermont Initiative presentation was heard under the proclamations section.

PROCLAMATIONS

Rise Clermont

City Business Liaison Hollerand read the proclamation aloud and presented the Rise Clermont Initiative via a PowerPoint presentation.

The Rise Clermont Initiative is a proactive response led by the businesses and government of Clermont. The goal of the program is to connect and network resources, ideas, and events. The ultimate goal is to drive business to Clermont businesses. The program is centered on a website located at www.riseclermont.com.

PUBLIC COMMENTS

Sharon Keys, 16447 Cagan Crossings, Clermont – Thanked Darren Gray for his support of the South Lake Alliance/Lincoln Park community group and the project to turn the closing elementary school into a community center.

Otis Taylor, 3686 Calidesi, Clermont – Congratulated the newly seated and thanked the Council for their work. Mr. Taylor explained that he runs a non-profit Think Tank and requested that the City Council sponsor 2 to 3 workshops per year to hear the causes of non-profits. He feels that the City favors for-profits over non-profits.

Mayor Murry thanked Mr. Taylor.

Dani Page, Tuscany Hills, Clermont – Reminded the Council that Clermont elections are non-partisan and that Mayor Murry violated Florida Statutes during his election.

Joa Macnalie, 3296 White Blossom Lane, Clermont - Thanked Darren Gray and Council.

Christa Faust and Mya Rosenberg, 1727 Chickadee Way – Thanked Darren Gray for his help with regards to the Moonlight Players.

Charlene Forth, 939 W. Desoto Street, Clermont – Verified with Mayor Murry that what she was about to say was not prearranged. Thanked Darren Gray for his service and spoke to the integrity of Tim Murry. Reminded the Council that Tim Murry decided to switch seats not to be the first black mayor, but so Michelle Pines could win her seat. Apologized to Mayor regarding his inauguration night and the occupancy of 100. She informed the Council that the Mayor tried to get the location changed a week before the meeting, but was not able to do so. She says that both her and the Mayor called dozens of people and told them not to come to the swearing in. She then asserted that there has been significant damage done to the City over the last six (6) years by the prior councils. People have been disrespected by the Council especially the prior Mayor. She demanded that the three (3) minute clock needs to stop. She criticized Councilmembers Bates and Purvis for not standing up to former Mayor Ash and supporting the public's right to speak. She read from Resolution 2017-03 regarding respecting the public's right to speak. Ms. Forth then critiqued City Attorney Mantzaris. She highlighted a lengthy lawsuit with Bee's Auto as her proof of Attorney Mantzaris ineffectiveness for the City. She demands that she sees sweeping changes and that they should begin by firing City Attorney Mantzaris.

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Councilmember Purvis responded jovially to Ms. Forth stating that he hears from Ms. Forth multiple times per day. He then seriously stated that the Mayor and the Council allowed her to say her peace this night, but now he wants a commitment from Ms. Forth that she no longer mentions the Wayne Saunders days or the police department. If the Council is going to move forward, she needs to let it go and stop rehashing the past.

Ms. Forth responded that she hears what Councilmember Purvis is saying but too many people have been hurt by the City Council and they need to make significant changes.

Mayor Murry responded to Ms. Forth by saying he will be addressing the time limit later in the meeting and recognizes that he did invoke the mayor's right to allow a member of the public to exceed the three (3) minute time limit.

REPORTS

CITY MANAGER REPORT

City Manager Gray informed the Council of several agenda changes. He told the Council that staff was pulling Item No. 2 and that Items No. 11 and 12 would need to be tabled.

City Manager Gray also provided an update to the Council regarding future meeting locations notifying them that the Council Chambers would be going through upgrades. They were able to discuss next month if they would like to return to the Council Chambers in February at the earliest. Councilmember Purvis asked what upgrades were being done. City Manager Gray had IT Director Dennis review the upgrades; he stated that they were mostly related to the A/V system and ceiling tiles.

Councilmember Purvis asked if the upgrades included improved WiFi Service to the Clermont City Center. City Manager Gray responded that they do not, but that staff can look into it.

City Manager Gray announced that the December 15 workshop and December 22 meeting are cancelled.

City Manager Gray concluded by informing the Council that they were able to recover more revenues than originally thought, and that revenues are better than expected.

CITY ATTORNEY REPORT

City Attorney Mantzaris stated that it has been an honor to work with Darren Gray as City Manager.

Attorney Mantzaris informed the Council that he has an action item that needs attention. An amendment to the Interlocal Agreement for CARES Act funds is required as a provision for cities allocation which originally stated that all funds had to be expended by December 1 has been extended to December 30 to give the city more time to spend funds. This amendment will also allow for additional public safety wages to be reimbursable. He reminded the Council that in the original CARES Act agreement the City was given \$1.9 million and there is about \$600,000 likely to reimburse wages. He asked the Council to approve the amendment to this agreement.

Councilmember Purvis asked about wage reimbursements. Assistant City Manager Dauderis replied that payroll expenses are going back to March.

MOTION TO APPROVE the amendment to the Interlocal Agreement for the Disbursement of CARES Act funding with Lake County government made by Councilmember Bates. Seconded by Councilmember Pines. Passed unanimously with all members present voicing aye.

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Mayor Murry opened to the floor for comments from the public.

Vincent Niemeic, 6159 Barrister Avenue, Clermont – Asked if it was possible to get a copy of the agreement. City Manager Gray said that his office would forward Mr. Niemeic a copy once executed.

Seeing no further comments, the floor was again closed.

CITY COUNCIL REPORT

Council Member Bates –

- Stated that it has been honor and pleasure to work with Darren Gray. Thanked for all he has done in the community. Will be missed and wish him well.
- Legends has bought the golf course and are renovating the course. The restaurant is currently open.

Council Member Purvis –

- Stated that it is a bittersweet night for the city. He wishes Darren all the best.
- Thanked the departments for their efforts this holiday season, specifically Public Works and Parks & Recreation. He watched the virtual Light Up Clermont, but was not impressed.

Council Member Pines –

- Congratulated Darren on his new endeavors. Wished him the best of luck.
- History of Clermont is important

Mayor Murry –

- Wants to rename areas in Clermont to maintain the history of Clermont.
- Thanked City Manager Gray.
- Attended several community events.
- Informed the Communications Department that he was disappointed that they were not able to highlight a single business owner of color from the downtown in their Light Up Downtown Clermont video. He did get a lot of positive feedback from the community though.
- Announced upcoming events such as the Trees at Victory Pointe, Cookies and Cocoa Walk this Friday in downtown Clermont.
- Informed the Council that Marvin “Jake” Jacobson passed away. Requested Choice Edwards speak at the podium.

Choice Edwards – Jake was president of Clermont Recreation Club. He loved shuffleboard. Requested the Council name the shuffleboard courts after Marvin “Jake” Jacobson.

Councilmember Bates asked what it would involve to name the shuffleboards.

Mayor Murry said that it would just be a plaque and that he needs a motion from the Council.

MOTION TO RENAME the Kehlor Shuffleboard Court to the Marvin “Jake” Jacobson Shuffleboard Courts made by Councilmember Pines. Seconded by Councilmember Bates. Passes 3 to 1 with Councilmember Purvis dissenting.

Before the vote, City Attorney Mantzaris reminded Mayor Murry that he has to open the floor to the public before a vote since this is an action item of the Council.

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Councilmember Purvis felt that this was happening too quickly and asked if the City has a policy in place for naming City facilities. If not, he recommended that the City develop a policy for naming public property.

City Manager Gray stated that the City does not have a formal policy. This is the first request the City has received that he can recall over the last 20 years. The City did name Fire Station #1 after Carle Bishop which was done by Resolution.

Councilmember Purvis stated that he is ok with this moving forward, but if the Council is naming things this night, he wants to discuss renaming Fire Station #2 in memory of Ray Goodgame.

City Manager Gray told the Council that they could draft a policy for the next meeting which would adopt most likely have property adopted by resolution.

Councilmember Purvis expressed a desire to amend the motion on the floor.

Mayor Murry stated he would not entertain Councilmember Purvis's amendment at this time unless Councilmember Pines would allow it to be amended. Councilmember Purvis asked how she would allow it since Mayor Murry will not let him finish speaking. Councilmember Pines did not allow for the friendly amendment to her motion.

Mayor Murry expressed his support of renaming Fire Station #2, but called the current question to vote.

Councilmember Purvis expressed extreme disappointment with the Council that an item so permanent and lasting would be voted on without it being a named agenda item or notification going to the public.

Councilmember Bates asked if the city staff could still develop a policy. City Manager Gray stated that the staff would work on it.

Attorney Mantzaris informed the Council that it was unusual to adopt a naming of city property without a formal resolution. The importance of the resolution is for historical record and research and the adoption by resolution will be included in any policy that will come before them. He stated that if they wanted, he can draft a resolution memorializing their action this night, so that there is a significant historical record of the event, like a proclamation.

Mayor Murry directed Attorney Mantzaris to prepare the resolution for the next City Council meeting in January. He then called the question and the vote was taken.

- Addressed the time limit for public speaking. Said he does not want to see it eliminated. It helps to move the meeting along efficiently. He directed that if anyone plans to speak longer than five (5) minutes that they should contact the City Manager's office to ask if they can be placed on the agenda. He directed the City Manager to develop a policy so that residents of the city can be placed on the agenda. He asserted that he believes that any member of the City Council can place an item or person on the agenda.

Councilmember Bates agreed with the Mayor. He inquired if the plan the Mayor directed be developed will come back to the Council for approval. He does not want anybody to simply get an agenda item if it is not worth the time as it defeats the purpose of the agenda being set and managed by the City Manager's office.

City Manager Gray informed the Council that several of the things asserted by Mayor Murry are not exactly in alignment with the Council's current rules of procedure for agenda development. He strongly recommended that the Council review and amend their rules of procedure, especially if the Mayor is stating that he is going to always waive the three (3) minutes for five (5) minutes. These rules are set by resolution and would have to come back to the Council for final approval.

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Mayor Murry stated that he does not want to see somebody get an agenda item slot but then ramble on all night long.

Councilmember Purvis supports the Mayors position, but would like the rules to say that any Councilmember, not just the Mayor, can grant an extension to a member of the public.

Attorney Mantzaris informed the Council that they have adopted a full set of governing rules on how the board is to conduct themselves and how the agenda is to be developed. Based on the discussion tonight, those existing resolutions would need to be amended. Councilmember Purvis asked if that means the existing resolutions need to be amended or can it be done by vote. Attorney Mantzaris stated that the resolutions are only amendable by amending resolutions unless otherwise specified.

- Lake County Commissioner Sean Parks will be attending the 2nd meeting of each month and should receive a designated spot on the agenda. He expressed congratulations to him for being selected to lead as Chairman the Board of County Commissioners.

The following report was heard out of order and was heard under discussion of the consent agenda.

Chairman Sean Parks, Lake County Board – Thanked Darren Gray on behalf of both the City and the County. Wished him the best and announced that he is planning to be back on a monthly basis during the 2nd meeting of each month to give updates on what the County is working on with Clermont and the south Lake region.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of meeting minutes held November 10, 2020 and the Special City Council meeting held November 17, 2020.

Item No. 2 – Plat Approval

WITHDRAWN BY STAFF

Item No. 3 – Change Order Approvals and Budget Amendment

Consider change order request to the Downtown Streetscapes Phase 1 construction contract with Traverse Group, Inc. and a Budget Amendment in the amount of \$82,451.50 in the Capital Projects Fund.

Item No. 4 – Bid Award and Budget Amendment

Consider awarding bid to Midcoast Construction Enterprises, LLC to replace pier at Lake Hiawatha Park in the total budgeted amount of \$256,000 and a Budget Amendment in the amount of \$197,217.

Item No. 5 – Bid Award

Consider awarding bid to Stage Door II, Inc to provide water main and sidewalk improvements in the total budgeted amount of \$1,406,130.

Item No. 6 – Proposal Award

Consider awarding an on-call professional services contract to Atkins North America, Inc., BESH Halff Associates, Inc., CPH, Inc., Reiss Engineering,

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Inc., Toole Design Group LLC, Woodard & Curran, Inc., and Wright-Pierece, Inc for civil engineer services.

Item No. 7 – Piggyback Purchase

Consider Florida Sheriffs Association contract piggyback with Orlando Freightliner to purchase one (1) dump truck in the budgeted amount of \$105,246.

Item No. 8 – Resolution No. 2020-72R

Consider Fiscal Year 2020-2021 Budget Amendments.

Item No. 9 – Miley Triplex Utility Easement

Consider granting easement to the City for access and maintenance of a water service and associated meters.

Item No. 10 – Event, Open Container, and Road Closure Request

Consider allowing Sun creek Brewery to host Oktoberfest event in downtown Clermont with street closures and open container allowance in October 2021.

Mayor Murry asked if there were any items the Council would like pulled for further discussion. Councilmember Pines pulled Item No. 4. Councilmember Purvis pulled Item No. 10. Mayor Murry pulled Item No. 5.

MOTION TO APPROVE the Consent Agenda Items No. 1, 3,6,7,8 and 9 made by Councilmember Bates. Seconded by Councilmember Pines. Passed unanimously with all members voicing aye.

Item No. 4 – Bid Award and Budget Amendment

Cindy Davis, 10302 Lake Minneola Shores, Clermont – Asked if this was from the funding of the 2016 Hurricane Relief Act.

City Manager Gray responded that the cost would be reimbursed from the 2016 hurricane FEMA funds.

MOTION TO APPROVE the Consent Agenda Item No. 4 made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

Item No. 5 – Bid Award

City Manager Gray stated that Mayor Murry had requested that staff provide an update for the Council.

Assistant Director of Public Services Jim Maiworm stated that staff has been working on Community Development Block Grant (CDBG) project since 2018 and they expect it to be completed in June 2021. The grant was awarded in February 2019.

Mayor Murry asked if the City could apply for another grant before the current grant project was completed. Assistant Director Maiworm replied that after speaking with the City's consultant he was able to confirm

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that the project would need to be completed before the City would be eligible for the next round of funding in 2022. He recommended getting ready for the next cycle as soon as possible.

Councilmember Purvis asked what this project was placing specifically. Assistant Director Maiworm stated that this project is replacing old water mains. The current CDBG funding cycle is part of a larger project to replace old water mains.

MOTION TO APPROVE the Consent Agenda Item No. 5 made by Council Member Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

Item No. 10 – Event Request

Councilmember Purvis expressed concern about giving blanket approval to an event next October without understanding where the pandemic will be at that time.

City Manager Gray responded that on their January agenda, they will be having an events discussion for events in the first quarter of 2021. He offered that they could put a 90 day provision onto the approval allowing the city to review the approval if pandemic conditions should change unfavorably.

Parks and Recreation Director Davidoff explained that event promoters are aware that their events may be cancelled due to Covid-19. All events are contingent on approval of the Council.

Attorney Mantzaris stated that he believes language should be added to all event contracts that secures the City's right to cancel an event. He also expressed a concern about liability that if promoters spend time and money and/or make commitments to their vendors; they would seek reimbursement from the City should the City cancel their event. The City will have to rely on states of emergency and other conditions that preempt the unilateral action of the City Council.

City Manager Gray asked Director Davidoff based on his experience if there was a recommended time frame for cancellation. Director Davidoff said that timeframes greatly depend on the event itself, and advised the City needs to be flexible. There is no precedent.

Councilmember Purvis again asked if there should be a 90 day or 120 day advanced notice. City Manager Gray responded that with the majority of events a 90 day notice should be sufficient.

City Attorney Mantzaris stated that the Council needs to be specific about a window given for final decision so that a promoter does not come after the City should the City cancel an event due to changes in the pandemic closer to the event.

MOTION TO APPROVE the event with an added condition that a 90 day advanced notice window be given in all events contracts to allow the City Council to time review and possibly cancel an event based upon Covid-19 conditions made by Councilmember Purvis. Seconded by Councilmember Bates. Passed unanimously with all members present voicing aye.

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UNFINISHED BUSINESS

Item No. 11 – Ordinance No. 2019-14 FINAL – Wise Annexation

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.

This ordinance was heard out of order and was considered during the City Manager's Report.

City Clerk Howe read the ordinance into the record by title only.

MOTION TO TABLE for further consideration Ordinance No. 2019-14 until February 23, 2021 made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

After the vote, City Attorney Mantzaris requested that for the purpose of the record, the Mayor also ask if there was any dissent from Council. Mayor Murry asked if there was any dissent; hearing none, the Council continued to the next item.

Item No. 12 – Ordinance No. 2019-15 FINAL – Wise Large-Scale Comprehensive Plan Amendment

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.

This ordinance was heard out of order and was considered during the City Manager's Report.

City Clerk Howe read the ordinance into the record by title only.

MOTION TO TABLE for further consideration Ordinance No. 2019-15 until February 23, 2021 made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

After the vote, City Attorney Mantzaris again reminded the Mayor that he needs to ask if there was any dissent for the purpose of the record.

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Item No. 13 – Ordinance No. 2020-30 *FINAL – Encompass Health PUD*

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, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, EFFECTIVE DATE, AND PUBLICATION.

City Clerk Howe read the ordinance into the record by legal title only. The staff presentation was given by Planning Manager Kruse.

Planning Manager Kruse presented the Ordinance to the Council informing them that the applicant is seeking rezoning from low-density residential to Planned Unit Development (PUD) for a 100 bed rehabilitation facility. A billboard currently on the site will be removed prior to development. The facility will use 11 acres and the remaining 32 acres will be for future commercial development. The applicant has provided a complete site plan for phase 1 of 3 of development. The application does require a waiver of one code that is to cut greater than 15 feet due to elevation changes on the site. The applicant is also requesting a variance on the site for a terraced retaining wall. The only access point will be from SR50. It is not a full intersection as outbound traffic will need to utilize a u-turn at Greater Hills Road to head back west. The future connection to Hook Street is paramount and will create a second access point. A condition has been added to the PUD to provide for cross access. This may provide an additional access point in the future. A condition for right-of-way access for Hook Street has been added in return for impact fee credits. Staff has reviewed the whole proposal and has determined that the C2 general commercial is appropriate for the location. Staff recommends approval. Upon review, the City's Planning & Zoning Board recommends approval.

Jimmy Crawford, 702 W. Montrose Street, Clermont – *Applicant Representative*. Congratulated Councilmembers Bates, Pines and Murry on their election. Congratulated Darren Gray on his tenure as City Manager. Mr. Crawford reviewed the process that they had to go through with staff to bring their proposal forward, and they are pleased that they only need to ask for one waiver due to grading and topography. He continued that the hospital plans on employing about 150 employees with the average wage over \$70,000 annually. He also made mention that the hospital is probably one of the lowest traffic generators for a facility of its type, and he will stand on the traffic report. The applicant is planning to donate at no cost over 100 feet of right-of-way for the Hooks Street expansion. This donation is valued at more than \$1,000,000.

Mayor Murry opened the public hearing for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Asked about the clasping waria, an endangered plant.

Mr. Crawford responded that they have encountered this plant species with other properties in the corridor and work with a group to have the plant transferred to the Lake Louisa Wildlife Preserve.

Randy Ebman. 2430 Woodward Hill Court, Clermont – Expressed concern with increased traffic.

Seeing no further comments, Mayor Murry closed the public hearing.

Councilmember Bates asked if the city has received any type of timeline for Hook Street.

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City Manager Gray informed the Council that at the meeting on January 12, the Hook Street design team will be giving an updated presentation on Hook Street to the City Council. Assistant City Manager Dauderis interjected that the County's presentation on the 12th will focus on a variety of projects being developed. The meeting on January 26th, 2021 will focus on the Hook Street expansion.

Councilmember Purvis asked for clarification from City Manager Gray regarding the Hook Street expansion and when the road will be constructed.

City Manager Gray responded that if the phase 2 of the project does not move forward, the County and City could look at transportation impact fees to see if the road could be constructed sooner.

Councilmember Purvis stated that he is in favor of the project, but needs to know that Hook Street will happen in a reasonable timeframe and not be held up by one parcel.

Mr. Crawford told the Council that the Encompass Health team spoke to Fred Schneider and he told them that the timeframe is 2-3 years out. They are looking at grants and developer contributions, but reminded the Council they are donating over \$1,000,000 in right-of-way. They feel that they have done more than their fair share.

Councilmember Pines and Mayor Murry expressed additional concerns regarding the traffic.

Mr. Crawford reminded the Council that the impact of the Encompass Health facility is a very low generator of traffic. The County told them where their access point is to be and they are not able to change that. He stated that his clients have made a significant contribution to get Hook Street built.

Mayor Murry asked about the employment and how many jobs would be brought in from outside versus hiring locally.

Art Wilson, Real Estate Officer – *Applicant Representative*. They do not import employees, but they may bring a chief of medicine or chief administrative officer from another location. The vast majority will be from the local populace. He added that pending approval, they would like to start construction in Mid-2021 with an opening planned for late 2022.

Councilmember Purvis asked if the applicant would be willing to do a continuance on this issue rather than have it die this night. Mr. Crawford stated that his client is donating the right-of-way and Waterbrook has it in their PUD to donate the right-of-way and he is not sure what more they can do.

Mr. Crawford reminded the Council that state statute preempts them from denying the request solely based on traffic if a deficiency is not identified in the traffic study; in the current proposal there is no deficiency.

City Attorney Mantzaris informed the Council that the applicant has the right to request a continuance until a full Council is seated.

Mr. Crawford asked for a continuance on behalf of his client.

MOTION TO TABLE for further consideration until January 26, 2021 made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members voicing aye.

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Item No. 14 – Ordinance No. 2020-40 *FINAL – Olympus Zoning*

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 CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by title only. Development Services Director Henschel presented the ordinance.

The applicant is seeking a PUD amendment to the allowed uses with their already approved plan. The uses within the medical office zones are requesting to be amended with a change between offices and multifamily residential.

Mike Carroll, Principal Investor – *Applicant*. Congratulated the newly elected. Provided an update on the Olympus Development and that the project is going to come out of the pandemic stronger than when it went in. He highlighted several strategic partnerships the development district has made.

Mayor Murry opened the floor for comments from the public; seeing none the floor was again closed.

MOTION TO APPROVE and Adopt Ordinance No. 2020-40 amending the zoning map made by Councilmember Bates. Seconded by Councilmember Pines. Passed 4/0 on a roll call vote.

NEW BUSINESS

Item No. 15 – Board Appointments

The Council discussed amongst themselves which member would be appointed to which outside committees.

- South Lake Chamber of Commerce – Councilmember Pines
- Lake County League of Cities – Councilmember Bates
- Metropolitan Planning Organization (MPO) – Councilmember Purvis
- MPO Alternate – Councilmember Bates
- Lake Apopka Natural Gas – Mayor Murry

- MPO Community Advisory Board – Council will consider at January 12 meeting.
- Tourist Development Council – Council will appoint the winner of Seat 4 at January 12 meeting.

Mayor Murry opened the floor for comments from the public at the request of Charlene Forth.

Charlene Forth, 939 W. Desoto Street, Clermont – Spoke against Roman Brana for reappointment to the MPO Community Advisory Board.

Seeing no further comments, Mayor Murry closed the floor.

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MOTION TO APPROVE the appointments of Councilmember Pines to the South Lake Chamber Board, Councilmember Bates to the Lake County League of Cities, Councilmember Purvis to the Metropolitan Planning Organization (MPO), Councilmember Bates as the MPO Alternate, and Mayor Murry to the Lake Apopka Natural Gas Board made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all member present voicing aye.

There were four Planning and Zoning Commission seats up for appointment as well. Mayor Murry asked the applicants to approach the podium. The following applicants spoke on their behalf:

- Joa Macnalie
- Justin Allender
- Vincent Niemeic
- Samii Taylor
- Steve Gums
- Charles Forth
- Lavonte Rogers
- Max Kryzminski, requests reappointment.

Mayor Murry said that Mr. Kryzminski has done a fantastic job and supports his reappointment. The Council members vocally agreed. It was decided by consent of the Council to hold off on making all four appointments to the Planning & Zoning Board until the results of the January 5, 2021 election are made known.

MOTION TO REAPPOINT to the Planning & Zoning Commission Max Kryzminski made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

MOTION TO APPOINT to the Planning & Zoning Commission Vincent Niemeic made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

MOTION TO APPOINT to the Planning & Zoning Commission Charles Seaver made by Councilmember Purvis. Seconded by Councilmember Bates. Passed unanimously with all members present voicing aye.

Councilmember Pines told those non-appointed to keep trying. She stated that she applied and was denied plenty of advisory positions and now she is on the Council.

Item No. 16 – Resolution No. 2020-66R – *Sports Medicine Institute CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MEDICAL AND PROFESSIONAL OFFICE PERMITTED USE IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT.

Item No. 16 was heard and considered with Item No. 17.

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Item No. 17 – Variance Request – *Sports Medicine Institute*

City Clerk Howe read the resolution into the record by title only. The staff presentation was provided by Planning Manager Kruse.

Planning Manager Kruse explained that the applicant is requesting a conditional use permit that will consist of medical and professional office buildings with over 24,000 sq. ft. of occupied space. This applicant has also requested variance in topography. The engineer has provided a grading plan which was displayed to the Council. The variance would allow the parcel to be graded up to a maximum of 25 feet. This will allow the building to be built into the slope instead of with retaining walls. This site complies with other land development code regulations. Staff has reviewed the applicant and has determined that it meets requirements and is compatible with the surrounding community.

Chris Germana, Germana & Associates, 1130 Mineola Avenue – *Applicant*. Mr. Germana distributed renderings that were not in the packet to the Council members. He clarified that the area in the green is a cut; not a fill.

Mayor Murry opened the floor for comments from the public; seeing no comments the floor was again closed.

Councilmember Purvis stated that this is a classic example of the challenges of developing land in Clermont. He applauded the applicant for their creativity with a difficult site and expressed support.

MOTION TO APPROVE and adopt Resolution No. 2020-66R granting the conditional use permit made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

MOTION TO APPROVE the requested variance for the location regarding topography made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

Item No. 18 – Resolution No. 2020-71R – *New Jacobs Chapel CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A CHURCH FACILITY GREATER THAN 5,000 SQUARE FEET IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT.

City Clerk Howe read the resolution into the record by legal title only. The staff presentation was given by Development Services Director Henschel.

Director Henschel informed the Council that the applicant was requesting a Conditional Use Permit (CUP) located at 410 Hwy 50. The Land Development Code 122.204 requires a CUP for a church. In 1986, the Council approved a CUP for construction of storage for the church. This request is for construction a 2,500 sq. ft. multi-purpose building which is to be used for support services, Sunday school, bible studies, and to provide outreach services. After review, staff recommends approval.

Frank Kendrick, Developer – *Applicant Representative*. Space is needed for Sunday school. Requested approval.

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Mayor Murry opened the floor for comments from the public; seeing no public come forth the floor was again closed.

Mayor Murry disclosed that he is a member of the church and serves on the board, but has no financial interest. Attorney Mantzaris said that as long as he will not personally benefit monetarily, he can vote.

MOTION TO APPROVE and adopt Resolution No. 2020-71R for New Jacobs Chapel conditional use permit made by Councilmember Bates. Seconded by Councilmember Pines. Passed unanimously with all members present voicing aye.

Item No. 19 – Mural Request

Development Services Director Henschel presented the request. The applicant is requesting four murals on Montrose Street in the Art Walk District. Staff recommends denial of a portion of the request where renderings are not provided.

Alex Stringfellow, Winter Park – *Applicant*. Mr. Stringfellow reviewed the history of the project. Mr. Stringfellow indicated that their request tonight is for the Council to approve these applications to allow for the continued curation of art in the downtown. They are also asking for a blanket approval so that they do not have to bring back every piece of art for scrutiny. As a show of good faith they are giving to the City three (3) mural spaces to do whatever they want. The art league has expressed interest in assisting the city with the murals. At the end of the day, they want to continue to operate an outdoor art gallery as was originally agreed to back in 2018.

Mayor Murry opened the floor for comments from the public.

Max Kryzminski, 1347 Embers Lane, Clermont – expressed support.

Dani Page, Tuscany Ridge – Informed the Council that these murals are already completed. She accused the Stringfellows of violating the law and then asking for forgiveness. Told the Council that they have advertising for a business on the mural.

Charlene Forth, 939 W. Desoto Street, Clermont – Opposed.

Vincent Niemiec, 1319 Barristor Drive, Clermont – Wanted it clarified whether the mural was painted before or after the City required permission.

Jayson Stringfellow, 1455 Lakeshore Drive, Clermont – *Applicant*. Explained that they were not aware they needed to have a permit and that they stopped the work when they found out. The ordinance was passed after they had put up art. Mr. Stringfellow stated that they are hesitant to bring the art before the City Council because it ruins the unveiling of the art. They are planning to work with local high schools and sponsor competitions, but not if the art is public before opportunity to unveil. They are still a business and need to generate revenue and they do that at art unveilings. They feel that as long as they meet the content requirements of the ordinance, they should not have to supply the renderings to the City Council for approval. Mr. Stringfellow stated if they are considering an artist's name as advertising they will remove it.

Councilmember Pines feels like this is an incomplete application because there are not renderings for all the applications. Mr. Stringfellow stated that there are four (4) applications for four (4) murals. They are asking that the Council allow staff to do a review for the remaining spaces and not bring them before Council. Councilmember Pines stated that she understands the request, but that is not the current law.

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Samii Taylor, Clermont – Approves of the Councils action. Husband works for Disney and their art is heavily scrutinized and review process before release.

Seeing no further comments, Mayor Murry closed the public hearing.

City Attorney Mantzaris asked to be recognized by the Mayor. He informed the applicant that their fourth applicant is contrary to the adopted ordinance and they cannot move forward with that. Second, he advised the Council that they could separate the applications and approve them separately.

The Council further discussed the gator mural and whether the artists name counted as business logo. Mayor Murry expressed support for identifying the name as the business logo. City Attorney Mantzaris cautioned the Council with regards to taking action on the issue stating that there are differences between a Coca-Cola logo and an artist's signature. He is not confident that the name as done violates the code.

Mr. Alex Stringfellow reminded the Council that it's not within their power to regulate what art is. He reminded them that this is not public art, but art in private spaces. The Art District wants to be a partner with City, and so they are giving them three (3) mural locations where they can regulate what is and is not art.

Mayor Murry asked about the competitions and how they can produce a mural if it has not come before the Council. Mr. Stringfellow responded that they would not be possible under the current ordinance. Mr. Jason Stringfellow stated that they could have a competition for renderings to present to the Council.

MOTION TO APPROVE the first three murals and deny the fourth mural made by Councilmember Bates. Motion dies for lack of a second.

MOTION TO APPROVE the first application for the angel wings art piece made by Councilmember Bates. Seconded by Councilmember Purvis. Passed unanimously with all members present voicing aye.

MOTION TO APPROVE the second application for the bicycle mural made by Councilmember Bates. Seconded by Councilmember Pines. Passed unanimously with all members present voicing aye.

MOTION TO APPROVE the third application with the gator mural conditioned on the removal of the "Count Trillion" wording within 30 days made by Councilmember Purvis. Seconded by Councilmember Bates. Passed unanimously with all members present voicing aye.

No action was taken on the fourth mural application as it will return at a later date with a rendering.

Item No. 20 – City Manager Recruitment

City Manager Gray informed the Council that they voted to make Susan Dauderis Interim City Manager. He also stated that there are internal candidates interested, and Assistant City Manager Dauderis has outlined a recruitment schedule. He asserted that Assistant City Manager Dauderis will serve until position is filled.

Mayor Murry asked if the Council would like to go external or keep it in house. He suggested that internal employees could be given a trial as City Manager.

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City Attorney Mantzaris reminded the Council that Assistant City Manager Dauderis has been appointed as interim and it would not be appropriate to have trial managers during her tenure.

Councilmember Purvis stated he would like to go outside for recruitment and follow the plan provided.

Mayor Murry opened the floor for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Would like to see a Citizen Committees for hiring of the City Manager.

Seeing no further comments the floor was again closed.

City Attorney Mantzaris advised that a citizen group only be developed once down to three (3) or four (4) candidates due to sunshine law meeting requirements.

The Council gave their consent to have Assistant City Manager Dauderis lead the recruitment process and keep them apprised.

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ADJOURN: With no further comments, this meeting adjourned at 11:29pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
City Council Meeting Calendar		
Requested Action		
Request approval of the 2021 Council meeting calendar.		
Staff Report		
The 2021 meeting calendar includes the regularly scheduled Council meetings on the second and fourth Tuesday of each month. The second meeting in December is requested to be cancelled. The calendar also includes monthly workshops, budget workshops and budget public hearings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021 Council Calendar	2021 Council Calendar.pdf	

2021 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 12, 2021
Workshop	Tuesday, January 19, 2021
Regular Council Meeting	Tuesday, January 26, 2021
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 9, 2021
Workshop	Tuesday, February 16, 2021
Regular Council Meeting	Tuesday, February 23, 2021
MARCH	DATE
Regular Council Meeting	Tuesday, March 9, 2021
Workshop	Tuesday, March 16, 2021
Regular Council Meeting	Tuesday, March 23, 2021
APRIL	DATE
Regular Council Meeting	Tuesday, April 13, 2021
Workshop	Tuesday, April 20, 2021
Regular Council Meeting	Tuesday, April 27, 2021
MAY	DATE
Regular Council Meeting	Tuesday, May 11, 2021
Workshop	Tuesday, May 18, 2021
Regular Council Meeting	Tuesday, May 25, 2021
JUNE	DATE
Regular Council Meeting	Tuesday, June 8, 2021
Workshop	Tuesday, June 15, 2021
Regular Council Meeting	Tuesday, June 22, 2021
JULY	DATE
Regular Council Meeting	Tuesday, July 13, 2021
Budget Workshop	Tuesday, July 20, 2021
Budget Workshop	Wednesday, July 21, 2021
Regular Council Meeting	Tuesday, July 27, 2021
AUGUST	DATE
Regular Council Meeting	Tuesday, August 10, 2021
Workshop	Tuesday, August 17, 2021
Regular Council Meeting	Tuesday, August 24, 2021
SEPTEMBER	DATE
First Budget Public Hearing - tentative	Wednesday, September 8, 2021
Regular Council Meeting	Tuesday, September 14, 2021
Final Budget Public Hearing -tentative	Wednesday, September 22, 2021
Regular Council Meeting	Tuesday, September 28, 2021
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 12, 2021
Workshop	Tuesday, October 19, 2021
Regular Council Meeting	Tuesday, October 26, 2021

2021 COUNCIL MEETING CALENDAR

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 9, 2021
Workshop	Tuesday, November 16, 2021
Regular Council Meeting	Tuesday, November 23, 2021
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 14, 2021
CANCEL Regular Council Meeting	Tuesday, December 28, 2021

**AGENDA ITEM**

Meeting Date																																																	
Tuesday, January 12, 2021																																																	
Agenda Item Name																																																	
Surplus Request																																																	
Requested Action																																																	
Request to approve and declare end of life inventory as surplus from the Parks and Recreation Department, Information Technology Department, Public Services Department, Procurement Services Department, and Police Department and dispose of in accordance with the Purchasing Policy.																																																	
Staff Report																																																	
The Procurement Services Department, on behalf of the Parks and Recreation Department, Information Technology Department, Public Services, Procurement Services, and Police Department recommends approval of the above action. Parks and Recreation Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Desk</td></tr><tr><td>(1)</td><td>4 Drawer Filing Cabinet</td></tr><tr><td>(13)</td><td>Field Maintenance Equipment</td></tr><tr><td>(1)</td><td>PowerHeart AED</td></tr></tbody></table> Information Technology Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(2)</td><td>APC Battery Back up</td></tr><tr><td>(3)</td><td>Dell Rack Mount Servers</td></tr></tbody></table> Public Services - Sanitation, Water, Grounds, Fleet, Streets <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(350)</td><td>Broken and Damaged Trash Cans</td></tr><tr><td>(1)</td><td>2012 Crane Carrier #5260 74,318 Miles 9,776 Hours</td></tr><tr><td>(1)</td><td>Bizhub C360 Copy Machine</td></tr><tr><td>(1)</td><td>2004 SCAG Tiger Cub Mower</td></tr><tr><td>(1)</td><td>Portable Street Vacuum and Hose Kit</td></tr><tr><td>(1)</td><td>Wheel Balancing Machine</td></tr><tr><td>(1)</td><td>Auto Diagnosis Equipment</td></tr><tr><td>(1)</td><td>Alldata Software</td></tr><tr><td>(1)</td><td>LEO Custom ID System</td></tr></tbody></table> Procurement Services Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(2)</td><td>Unitech PA 692 Inventory Scanners</td></tr></tbody></table> Police Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(12)</td><td>Dell Latitude Laptop</td></tr><tr><td>(1)</td><td>2004 Display for Security Camera</td></tr><tr><td>(1)</td><td>Dell Desktop Computer</td></tr></tbody></table>		Qty.	Property Description	(1)	Desk	(1)	4 Drawer Filing Cabinet	(13)	Field Maintenance Equipment	(1)	PowerHeart AED	Qty.	Property Description	(2)	APC Battery Back up	(3)	Dell Rack Mount Servers	Qty.	Property Description	(350)	Broken and Damaged Trash Cans	(1)	2012 Crane Carrier #5260 74,318 Miles 9,776 Hours	(1)	Bizhub C360 Copy Machine	(1)	2004 SCAG Tiger Cub Mower	(1)	Portable Street Vacuum and Hose Kit	(1)	Wheel Balancing Machine	(1)	Auto Diagnosis Equipment	(1)	Alldata Software	(1)	LEO Custom ID System	Qty.	Property Description	(2)	Unitech PA 692 Inventory Scanners	Qty.	Property Description	(12)	Dell Latitude Laptop	(1)	2004 Display for Security Camera	(1)	Dell Desktop Computer
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Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

Surplus property is anticipated to be sold for approximately \$10,000.00.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Parks and Recreation Property Disposals | Parks and Recreation Property Disposals.pdf |
| 2. | Information Technology Property Disposal | Information Technology Property Disposal.pdf |
| 3. | Public Services Property Disposals | Public Services Property Disposals.pdf |
| 4. | Procurement Services Disposal Forms | Procurement Services Disposal Forms.pdf |
| 5. | Police Property Disposal Forms | Police Property Disposal Forms.pdf |



PROPERTY DISPOSAL FORM

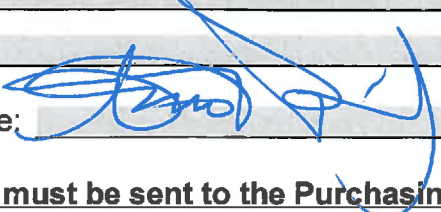
Dept. / Division: P&R/ARC Property Tag #: N/A
Contact Person: Amy Dingman Phone: 352-708-5994
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: _____
Description of Property desk

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 11/3/2020

*****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: _____



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS Property Tag #: Multiple
Contact Person: Chris Dudeck Phone: 352-241-5997
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Field maintenance equipment - Variety

☒ 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:** The items are no longer in the City inventory and were put out to bid approx. 10 years ago when t
the City contracted out field maintenance

Director Signature: [Signature]

Date: 10/23/2020

*****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: _____

Revised 4/12/2017

Asset	Description	City Tag	Physical Location	Classification	Serial/ VIN #	Date Acquired	Initial Cost	Located Y/N
6247	JOHN DEERE MODEL 345 MOWER	6247	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		09,30,99	\$10,870.00	NO
6248	18 HP MIDSIZE MOWER	6248	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		09,30,99	\$3,949.00	NO
6250	355D TRACTOR WITH 54" MOWER	6250	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		09,30,00	\$6,047.00	NO
6258	LIFT JACK	6258	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		09,30,01	\$1,600.00	NO
6259	ANTEC 8 BAY DX800	6259	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		03,15,02	\$879.00	NO
6262	JOHN DEERE 7572 TRACK WITH 60" DECK	6262	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		03,21,03	\$6,803.28	NO
6263	MOWER GX335 L&G WITH 54" DECK	6263	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		03,21,03	\$6,227.28	NO
6264	MOWER GS75 17HP WITH 54" DECK	6264	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		03,21,03	\$3,167.28	NO
6265	QUICK TRAK 60" DECK	6265	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		03,21,03	\$5,543.28	NO
6234	GATOR UTILITY VEHICLE	10053	WASTEWATER TREATMENT PLNT	OTHER MACHINERY & EQUIPMENT		09,29,06	\$4,871.42	NO
6260	TRUELINE STRIPER	10049	PARKS / PLAYGROUNDS	OTHER MACHINERY & EQUIPMENT		12,11,02	\$1,054.00	NO
5670	SCAG TURF TIGER	10047	PARKS / PLAYGROUNDS	OTHER MACHINERY & EQUIPMENT	C7900191	01,12,07	\$9,198.00	NO
6255	JOHN DEERE BUNKER RIG 2653A	10045	PARKS / PLAYGROUNDS	OTHER MACHINERY & EQUIPMENT	FE290D4 99963	04,19,01	\$18,074.50	NO

Comment

All items listed above have been surplused in the past (approx 10 years ago) when the City out sourced field maintenance duties



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS Property Tag #: 6510
Contact Person: Chris Dudeck Phone: ext 5997
Year / Make / Model: Powerheart AED G3 Vehicle No.
Miles / Hours: Serial / VIN: 4360556
Description of Property AED

☐ 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:** Removed from inventory

Director Signature: [Signature] Date:

*****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:

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: APC ES550 Vehicle No.
Miles / Hours: Serial / VIN: BE550G
Description of Property battery back up

☐ 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:** no battery installed

Director Signature: Donald C. De

Date: 11/9/2020

*****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:

PROPERTY DISPOSAL FORM

Department: Sanitation Property Tag #: none
Contact Person: Brian Camp Phone: 352-267-2558
Year / Make / Model: Otto 95/65 gal. trash carts Vehicle No. none
Miles / Hours: none Serial / VIN: none
Description of Property 350 broken&damaged trash carts

☐ 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: Stoney Brunson 

Date: 12/01/2020

*****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: _____

Rev. 8-22-16



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #: 10258
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 2012 Crane Carrier/Wayne Vehicle No. 5260
Miles / Hours: 74318 / 9776 hrs Serial / VIN: 1CYCHL580CT050257
Description of Property 2012 Crane Carrier/Wayne body. White in color

☐ 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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- ☒ **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:** Has expired life for the city / Replaced with new.

Director Signature: [Signature]

Date: 12/7-20

*****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./WATER Property Tag #: ID# 9472-7555
Contact Person: ANGELA BANAS Phone: 352-241-0178
Year / Make / Model: MANUFACTURED SEPTEMBER, 2010 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: A0ED011011516
Description of Property KONICA MINOLTA - BIZHUB C360 COPY MACHINE

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

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

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

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

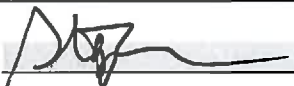
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: 

Date: 12-16-20

*****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: _____



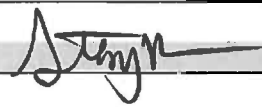
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10153
Contact Person: Adam Swanson Phone: _____
Year / Make / Model: 2007 OPTIPLEX 745 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: B449CD1
Description of Property 2007 DELL OPTIPLEX 745 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).
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- ☐ **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: 12-21-20

*****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: 5532

Revised 4/12/2017



PROPERTY DISPOSAL FORM

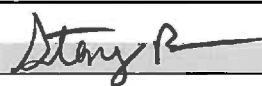
Dept. / Division: ENV. SVCS. / WATER Property Tag #:
Contact Person: Adam Swanson Phone:
Year / Make / Model: 2007 OPTIPLEX 745 Vehicle No.
Miles / Hours: Serial / VIN: 3549CD1
Description of Property 2007 DELL OPTIPLEX 745 DESKTOP COMPUTER

☐ 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:** Remove from Inventory

Director Signature: 

Date: 12-21-20

*****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: 5372

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10035
Contact Person: Adam Swanson Phone: _____
Year / Make / Model: 2008 OPTIPLEX 755 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 8CYJQF1
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.

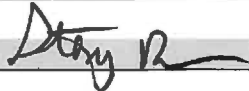
☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **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: 12-21-20

*****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: 5537

Revised 4/12/2017



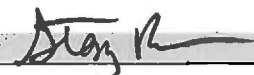
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10001
Contact Person: Adam Swanson Phone: _____
Year / Make / Model: 2010 OPTIPLEX 760 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6PFLHK1
Description of Property 2010 DELL OPTIPLEX 760 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.
- ☐ **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: 12-21-20

*****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: 6417



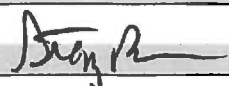
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10150
Contact Person: Adam Swanson Phone:
Year / Make / Model: 1194 SOFTWARE MGT INC MFS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1994 SOFTWARE MGT INC MFS

☐ 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: 12-21-20

*****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: 5501

Revised 4/12/2017



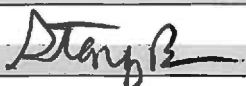
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10201
Contact Person: Adam Swanson Phone: _____
Year / Make / Model: 2002 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: CUTLER-HAMMER 50-MDP-1
Description of Property 2002 SURGE PROTECTION SUPPRESSION

☐ 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.
- ☐ **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: 12-21-20

*****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: 5516

Revised 4/12/2017



PROPERTY DISPOSAL FORM

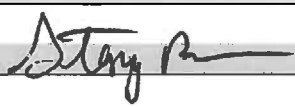
Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10152
Contact Person: Adam Swanson Phone:
Year / Make / Model: 2002 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2002 BLACK MTN SOFTWARE

☐ 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.
- ☐ **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: 12-21-20

*****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: 5518

Revised 4/12/2017



PROPERTY DISPOSAL FORM

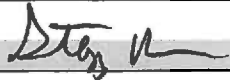
Dept. / Division: ENV. SVCS. / WATER Property Tag #: 10153
Contact Person: Adam Swanson Phone: _____
Year / Make / Model: 2004 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2004 UTILITY DEPT SOFTWARE

☐ 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:** Remove from Inventory

Director Signature: 

Date: 12-21-20

*****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: 5521

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Justin Franz Phone: 352-255-5897
Year / Make / Model: Scag Tiger Cub 2004 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2004 Scag Tiger Cub Mower

☐ 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:** THIS ITEM HAS BEEN DISPOSED OF IN THE PAST AND IS NO LONGER HERE AT THE
PROPERTY. PLEASE REMOVE FROM INVENTORY LIST.

Director Signature: [Signature]

Date: 10-27-20

*****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: 6521



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: Asset #6504
Contact Person: JUSTIN FRANZ Phone: 352-267-2563
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 030308327
Description of Property 27" PORTABLE STREET VACUUM AND HOSE KIT

☐ 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:** HAS BEEN DISPOSED OF IN THE PAST. ASSET #6504. PURCHASED IN 2011

Director Signature: [Signature]

Date: 10-27-20

*****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: 6504



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: 6193
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 1995 coats wheel balancer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Wheel balancing machine

☐ 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:** Was surplus years ago - Remove From Inventory

Director Signature: [Signature]

Date: 12-14-20

*****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: 6193



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: 6719
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: 2014 Autel maxidas ds708 Vehicle No.
Miles / Hours: Serial / VIN: ds26q016652
Description of Property auto diagnosis 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.
- ☐ **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:** Out of date and can not renew software. Remove from Inventory

Director Signature: Step B

Date: 12-14-20

*****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: 6719



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #: 6383
Contact Person: Tim Cayton Phone: _____
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Yearly electronic repair manuals, Alldata Software

☐ 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:** Yearly subscription to Online repair manuals - Remove from inventory

Director Signature: [Signature]

Date: 12-14-20

*****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: 6383



PROPERTY DISPOSAL FORM

Dept. / Division: PW /STREETS Property Tag #:
Contact Person: Dusty Pacheco Phone: 8776
Year / Make / Model: 2003 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 LEO CUSTOM ID 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:** Disposed previously - Remove from Inventory

Director Signature: 

Date: 12-17-20

*****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: 6038



PROPERTY DISPOSAL FORM

Dept. / Division: PURCHASING Property Tag #: 11212
Contact Person: Ramsey Gross Phone: _____
Year / Make / Model: 2016 UNITECH PA692 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 2614244051
Description of Property PA 692 BARCODE SCANNER

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

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

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

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: 

Date: 12-18-20

*****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: 7591



PROPERTY DISPOSAL FORM

Dept. / Division: PURCHASING Property Tag #: 10582
Contact Person: Ramsey Gross Phone: _____
Year / Make / Model: 2016 UNITECH PA692 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6501551139
Description of Property UNITECH HANDHELD SCANNING DEVICE PA692

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 12-18-20

*****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: 7005

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10301
Contact Person: Brent Joyner Phone: _____
Year / Make / Model: DELL LATITUDE E5420 LAPTOP Vehicle No. _____
Miles / Hours: _____ Serial / VIN: GNSY5S1
Description of Property 2012 DELL LATITUDE E5420 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.
- ☐ **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: 12.29.20

*****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: 6566

Revised 4/12/2017



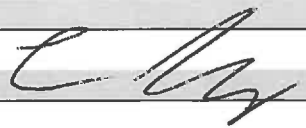
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2012 DELL LATITUDE E5420 Vehicle No.
Miles / Hours: Serial / VIN: 32SOBT1
Description of Property 2012 DELL LATITUDE E5420 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.
- ☐ **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: 12-29-20

*****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: 6582

Revised 4/12/2017



PROPERTY DISPOSAL FORM

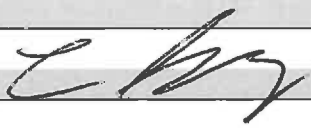
Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2012 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: DRCGBS1
Description of Property 2012 DELL LATITUDE E6500 Laptop

☐ 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.
- ☐ **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: 12.29.20

*****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: 6565

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2010 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: 44ZH3L1
Description of Property 2010 DELL LATITUDE E6500 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.
- ☐ **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: [Signature]

Date: 12-29-20

*****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: 6427

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2010 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: 9R2RQM1
Description of Property 2010 DELL LATITUDE E6500 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.
- ☐ **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: 12.29.20

*****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: 6415

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2010 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: JSFDQM1
Description of Property 2010 DELL LATITUDE E6500 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.
- ☐ **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: 12.29.20

*****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: 6408

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2010 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: FSFDQM1
Description of Property 2010 DELL LATITUDE E6500 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.
- ☐ **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: 12-29-20

*****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: 6407



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2009 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: 5C4MYK1
Description of Property 2009 DELL LATITUDE E6500 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.
- ☐ **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: 12-29-20

*****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: 6387



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2009 DELL LATITUDE E6500 Vehicle No.
Miles / Hours: Serial / VIN: JMD9BK1
Description of Property 2009 DELL LATITUDE E6500 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.
- ☐ **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: 12-29-20

*****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: 6360

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2007 Dell Laptops Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 Dell Laptops

☐ 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: 12-29-20

*****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: 6173

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2005 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 Display for Security Camera

☐ 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:** Remove from Inventory

Director Signature: 

Date: 12-29-20

*****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: 6112

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone:
Year / Make / Model: 2004 Dell Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 Dell 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.
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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: 12-29-20

*****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: 6042

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10378
Contact Person: Brent Joyner Phone: _____
Year / Make / Model: DELL LATITUDE E6510 LAPTOP Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 18VV3Q1
Description of Property 2010 DELL LATITUDE E6510 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.
- ☐ **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:** Remove from Inventory

Director Signature: _____

Date: 12-29-20

*****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: 6413



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10377
Contact Person: Brent Joyner Phone: _____
Year / Make / Model: DELL LATITUDE E6510 LAPTOP Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 4TFDQM1
Description of Property 2010 DELL LATITUDE E6510 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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- ☐ **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: [Signature]

Date: 12-29-20

*****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: 6409



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																																						
Tuesday, January 12, 2021																																						
Agenda Item Name																																						
Special Events Review																																						
Requested Action																																						
Recommend approval of special events																																						
Staff Report																																						
The Council is required to approve special events held on City property that require road closures, alcohol waivers and those events that have over 500 attendees. The Council requested to review previously approved Special Events for the first quarter during the December 8 Council meeting and will continue to review on a rolling basis. The City Council has previously approved the following upcoming "Festival" events: <table border="1"> <thead> <tr> <th><u>Event</u></th> <th><u>Organizer</u></th> <th><u>Attendance</u></th> </tr> </thead> <tbody> <tr> <td>1/16 – Mega Food Truck</td> <td>CDP</td> <td>Estimated Attendance 2500</td> </tr> <tr> <td>2/5 – First Friday</td> <td>CDP</td> <td>Estimated Attendance 1000</td> </tr> <tr> <td>2/27 – Home and Garden Show</td> <td>CDP</td> <td>Estimated Attendance 3000</td> </tr> <tr> <td>3/5 – First Friday</td> <td>CDP</td> <td>Estimated Attendance 1000</td> </tr> <tr> <td>4/2 – First Friday</td> <td>CDP</td> <td>Estimated Attendance 1000</td> </tr> </tbody> </table> All previously approved "Athletic" events have been canceled Upcoming Events That Do Not Require City Council Approval <table border="1"> <thead> <tr> <th><u>Event</u></th> <th><u>Organizer</u></th> <th><u>Attendance</u></th> </tr> </thead> <tbody> <tr> <td>1/23 – Champions Trail Race</td> <td>Clermont Triathlon Club</td> <td>Estimated Attendance 400</td> </tr> <tr> <td>1/30 - Praise Rally</td> <td>Private rental</td> <td>Estimated Attendance 200</td> </tr> <tr> <td>3/6 - Great Clermont Campout</td> <td>City Run Event</td> <td>Estimated Attendance 200</td> </tr> <tr> <td>4/10 - Becoming A Better You 5K</td> <td>Becoming A Better You, Inc</td> <td>Estimated Attendance 75</td> </tr> <tr> <td>4/24 - City of Clermont Earth Day</td> <td>City Run Event</td> <td>Estimated Attendance 100</td> </tr> </tbody> </table> Language has been added, as requested by the City Council, to notify Special Event applicants that the Council will be reviewing already approved special event permits approximately ninety (90) days prior to their event and may be withdrawn if public health, safety and welfare conditions warrant.			<u>Event</u>	<u>Organizer</u>	<u>Attendance</u>	1/16 – Mega Food Truck	CDP	Estimated Attendance 2500	2/5 – First Friday	CDP	Estimated Attendance 1000	2/27 – Home and Garden Show	CDP	Estimated Attendance 3000	3/5 – First Friday	CDP	Estimated Attendance 1000	4/2 – First Friday	CDP	Estimated Attendance 1000	<u>Event</u>	<u>Organizer</u>	<u>Attendance</u>	1/23 – Champions Trail Race	Clermont Triathlon Club	Estimated Attendance 400	1/30 - Praise Rally	Private rental	Estimated Attendance 200	3/6 - Great Clermont Campout	City Run Event	Estimated Attendance 200	4/10 - Becoming A Better You 5K	Becoming A Better You, Inc	Estimated Attendance 75	4/24 - City of Clermont Earth Day	City Run Event	Estimated Attendance 100
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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, January 12, 2021		
Agenda Item Name		
Clermont Ridge Utility Easement		
Requested Action		
Consider utility easement to be granted to the City for access and maintenance of a gravity sewer main.		
Staff Report		
As part of the construction of the Clermont Ridge project, a section of existing City maintained gravity sewer main located on the property was relocated. The proposed easement will allow City staff to access and maintain the relocated gravity sewer main.		
Additional Analysis		
Fiscal Impact Summary		
N/A		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Public Utility Easement	Public Utility Easement.pdf	

PUBLIC UTILITY EASEMENT

THIS EASEMENT made _____, 2020,

between CLERMONT RIDGE, LTD., a Florida limited partnership,
whose interest in the Property described on Exhibit A
(the "GRANTOR PARCEL") is **fee simple** or if other than fee simple is:

For recording use only

None
(if none other, write none)

whose mailing address is c/o Blue Sky Communities, 5300 W. Cypress Street #200, Tampa, Florida 33607, herein referred to as ("GRANTOR"), and the CITY OF CLERMONT, a Florida Municipal Corporation, whose mailing address is 685 W. Montrose Street, Clermont, Florida 34711, herein referred to as ("GRANTEE").

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR paid by GRANTEE, receipt of which is acknowledged, does hereby grants and convey to and for the benefit of the GRANTEE, and its tenants, occupants, invitees, licensees, agents, contractors and employees an easement (i) for sewer utility purposes, in, over, across or on the surface of, under and through the following described parcel, piece, or strip of land, situate, lying, and being in the County of Lake, State of Florida, hereinafter "Easement Property" to-wit:

SEE EXHIBIT "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

including the right to carry in said easement such sewer underground utility lines necessary to serve the Grantor Parcel, including, but not limited to, such underground or surface equipment and appurtenances of any water and sewer utility company, such utility lines, equipment and appurtenances hereinafter referred to as "Utility Lines"; and (ii) to access the Easement Property for the purpose of excavating, inspecting, maintaining, installing, repairing and/or removing the Utility Lines. The Grantee, its agents and employees, will not unreasonably interfere with the use of the Grantor Parcel, and will diligently proceed to complete any installation, maintenance, repair or removal of the Utility Lines, and restore the ground to its existing condition as of the date prior to the work within the Easement Property, excluding any and all landscaping, pavers or brick surfaces or paths, installed after the date hereof. The Grantor will not construct any permanent improvements on the Easement Property without the written permission from the Grantee.

Further, GRANTOR acknowledges and agrees that in the event GRANTOR requires the relocation of any UTILITY LINES or appurtenant systems installed by GRANTEE pursuant to this EASEMENT, said relocation shall be at the sole expense of GRANTOR and completed so as to not unreasonably interrupt the use of the utility system by GRANTEE.

Reserving to the GRANTOR all rights not inconsistent with said EASEMENT, including reversion upon release.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

CLERMONT RIDGE, LTD., a Florida limited partnership

Angela Hatcher
Witness
Print Name ANGELA HATCHER

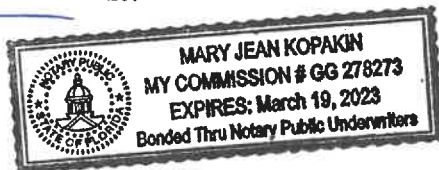
By: Blue Sky Clermont ALP, LLC, a Florida limited liability company, its general partner

Frank Cornier
Witness
Print Name: Frank Cornier

By: Shawn Wilson
Name: Shawn Wilson
Title: Manager

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of November, 2020, by Shawn Wilson, as partner of Clermont Ridge, LTD., a Florida limited partnership, on behalf of the partnership, who is personally known to me.



Mary Jean Kopak
(Signature of Notary Public)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of:

Mayor,

ATTEST:

City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of Clermont _____

EXHIBIT A
Grantor Parcel

EXHIBIT B
Easement Property
[See Attached 2 Pages]

LEGAL DESCRIPTION

PROPOSED UTILITY EASEMENT

A PORTION OF LAND LYING IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT 61B, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 61B, LAKE HIGHLANDS COMPANY; THENCE RUN NORTH 00°29'29" EAST ALONG THE EAST LINE OF SAID TRACT 61B AND WEST LINE OF LAKEVIEW POINT AS RECORDED IN PLAT BOOK 52, PAGES 52 TO 56 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 717.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST AND WEST LINE RUN NORTH 67° 27' 25" WEST FOR A DISTANCE OF 57.44 FEET; THENCE RUN SOUTH 72° 44' 02" WEST FOR A DISTANCE OF 106.82 FEET; THENCE RUN NORTH 79° 09' 46" WEST FOR A DISTANCE OF 93.83 FEET; THENCE RUN NORTH 55° 15' 23" WEST FOR A DISTANCE OF 98.77 FEET TO A POINT ALONG THE WEST LINE OF AFORESAID TRACT 61B; THENCE RUN NORTH 00° 31' 12" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 18.14 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 55° 15' 23" EAST FOR A DISTANCE OF 105.80 FEET; THENCE RUN SOUTH 79° 09' 46" EAST FOR A DISTANCE OF 86.90 FEET; THENCE RUN NORTH 72° 44' 02" EAST FOR A DISTANCE OF 108.49 FEET; THENCE RUN SOUTH 67° 27' 25" EAST FOR A DISTANCE OF 56.79 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF TRACT 61B; THENCE RUN SOUTH 00° 29' 29" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 16.18 FEET TO THE AFORESAID POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.123 ACRES (5360 SQUARE FEET), MORE OR LESS.

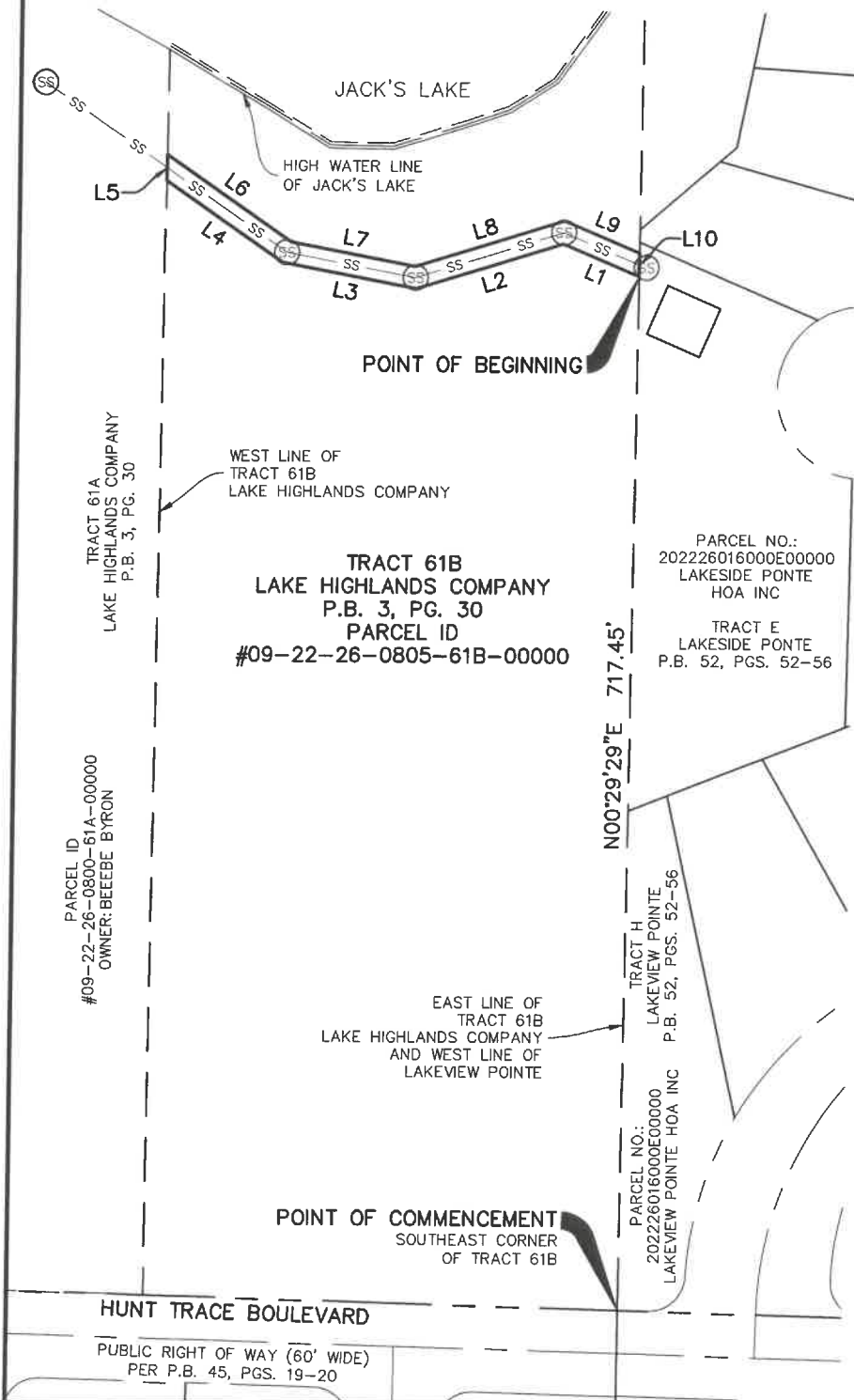
SURVEY NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
4. BEARINGS SHOWN HEREON ARE BASED ON EAST LINE OF TRACT 61B, LAKE HIGHLANDS COMPANY, AS BEING NORTH 00°29'29" EAST.
5. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
7. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DEFINE A 15 FEET WIDE UTILITY EASEMENT CENTERED OVER A CONSTRUCTED SANITARY SEWER LINE.
8. THE SURVEYED PROPERTY SHOWN HEREON CONTAINS A TOTAL AREA OF 0.123 ACRES (5360 SQUARE FEET) MORE OR LESS.
9. THIS SURVEY CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERTIFIED TO: 1. 2. 3. 4.		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.																			
CLERMONT RIDGE		Digitally signed by Sherry Manor Date: 2020.12.02 '09:08:06 -05'00 		 L & S Diversified <i>Professional Surveyors and Mappers</i> 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829																	
<table border="1"><tr><td>PROJECT No.</td><td>200010</td><td>DRAWN DATE</td><td>2020.09.17</td></tr><tr><td>SURVEY BY</td><td>T. TAYLOR</td><td>REVIEWED BY</td><td>S. MANOR</td></tr><tr><td>SURVEY DATE</td><td>2020.09.04</td><td>APPROVED BY</td><td>S. MANOR</td></tr><tr><td>DRAWN BY</td><td>S. MANOR</td><td>CLIENT FILE No.</td><td>N/A</td></tr></table>						PROJECT No.	200010	DRAWN DATE	2020.09.17	SURVEY BY	T. TAYLOR	REVIEWED BY	S. MANOR	SURVEY DATE	2020.09.04	APPROVED BY	S. MANOR	DRAWN BY	S. MANOR	CLIENT FILE No.	N/A
PROJECT No.	200010	DRAWN DATE	2020.09.17																		
SURVEY BY	T. TAYLOR	REVIEWED BY	S. MANOR																		
SURVEY DATE	2020.09.04	APPROVED BY	S. MANOR																		
DRAWN BY	S. MANOR	CLIENT FILE No.	N/A																		
<table border="1"><thead><tr><th>No.</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>		No.	DATE	BY	DESCRIPTION													SHERRY LEE MANOR, PSM - LS# 6961 THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE			
No.	DATE	BY	DESCRIPTION																		

SKETCH OF DESCRIPTION
PROPOSED UTILITY EASEMENT



SYMBOL AND ABBREVIATION LEGEND:

L##=LINE TAG LABEL

(SEE LINE TABLE FOR BEARING/LENGTH)

LB=LICENSED BUSINESS

LS=LICENSED SURVEYOR

P.B.=PLAT BOOK

PG.=PAGE

⊗ =SANITARY MANHOLE

— ss —=SANITARY SEWER LINE

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N67°27'25"W	57.44
L2	S72°44'02"W	106.82
L3	N79°09'46"W	93.83
L4	N55°15'23"W	98.77
L5	N00°31'12"E	18.14
L6	S55°15'23"E	105.80
L7	S79°09'46"E	86.90
L8	N72°44'02"E	108.49
L9	S67°27'25"E	56.79
L10	S00°29'29"W	16.18

SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

CERTIFIED TO:

- 1.
- 2.
- 3.
- 4.

CLERMONT RIDGE

PROJECT No. 200010 | DRAWN DATE 2020.09.17
SURVEY BY T. TAYLOR | REVIEWED BY S. MANOR
SURVEY DATE 2020.09.04 | APPROVED BY S. MANOR
DRAWN BY S. MANOR | CLIENT FILE No. N/A

No.	DATE	BY	DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.

Digitally signed
by Sherry Manor
Date: 2020.12.02
'09:09:12 -05'00



SHERRY LEE MANOR, PSM - LS# 6961

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE

0 120 240
Feet



L & S
Diversified
Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Utility Service Agreement Amendment		
Requested Action		
Recommend approval of the first amendment to the Minneola School Development, LLC, waterwater utility service agreement.		
Staff Report		
The original agreement, dated January 12, 2016, is being amended by the Minneola School Development, LLC. The amendment includes an increase in wastewater capacity for an expanded charter school facility or facilities up to and not to exceed 73,600 square feet. In addition, the amendment extends the date until midnight on January 12, 2026. Staff supports the amendment and 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)		
1. pinecrestlakes utility agmt amend V1	pinecrestlakes utility agmt amend V1.docx	
2. Minn School Dev-signed USA for wastewater	Minn School Dev-signed USA for wastewater.pdf	

**FIRST AMENDMENT TO UTILITY SERVICE AGREEMENT FOR
WASTEWATER BETWEEN
THE CITY OF CLERMONT AND MINNEOLA SCHOOL DEVELOPMENT, LLC**

This Addendum is to that certain agreement of January 12, 2016 (the Agreement) between the CITY OF CLERMONT, FLORIDA, hereinafter referred to as "CITY" and MINNEOLA SCHOOL DEVELOPMENT, LLC, and hereinafter referred to as "OWNER". The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.

2. The City agrees to provide wastewater service to and on behalf of the property for an expanded school facility or facilities up to and not to exceed 73,600 square feet. Provided and as a condition of the expansion of the existing facility or facilities above a total of 53,800 square feet, the additional expansion area shall be constructed in full compliance with the terms and conditions of the Agreement, including, but not limited to, compliance with the design and development review and standards set forth in the Agreement.

3. Section 6 of the Agreement is hereby amended to provide that the Agreement shall remain in full force an effect unless terminated as provided therein until midnight on January 12, 2026.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum for the purposes herein expressed on the dates set forth below.

CITY OF CLERMONT

MINNEOLA SCHOOL DEVELOPMENT,
LLC a/k/a Pinecrest Lakes Academy

By _____
Tim Murry, Mayor

By _____
_____ Manager

Date: _____

Date: _____

UTILITY SERVICE AGREEMENT FOR WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy), and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a private school with up to 53,800 sq. ft., which is located on real property (the "Property") described on *Exhibit 'A'*, attached hereto and by this reference made a part hereof; and

Whereas, the Property is located within the City of Minneola and the OWNER is requesting wastewater/sewer service from the CITY; and

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

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

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

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

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

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY. The connection points will be those closest to the Property.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from Hancock Road or Old Hwy. 50 into the development, along the northern property boundary line.
- 1.9 The existing utilities along Old Hwy. 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.11 and 1.12 from the CITY in the form of Impact Fee Credits (if applicable).
- 1.15 The Impact Fee Credits (if applicable) shall be established subject to Sections 1.11 and 1.12 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.16 Impact Fee Credits (if applicable) may not be transferred outside of the Property described and shown on the location map in Exhibit "A", but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees (if applicable), connection fees and permitting fees.
- 1.18 The City may require a looped system to provide reliability and redundancy to the property. Easements in accordance with Clermont standards may be required for access, as determined by the City of Clermont.
- 1.19 The point of sewer connection shall be coordinated with the existing utilities on the Old Hwy. 50. The City will not accept ownership of utilities within the Old Hwy 50 right-of-way.
- 1.20 The Pinecrest Lakes Academy development will be required to disconnect from the CITY of Clermont sewer system, at the OWNER's expense, and connect to Minneola's system upon notice from the City of Minneola.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted. Parking shall not be permitted on any State or local road right-of-ways.
- 1.23 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.24 The development shall be in substantial compliance with the Site Plan and Architectural Plan as shown in Exhibit "B". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for sewer is 1,200 gpd, based on an annual average. Exceeding these amounts may require a new Utility Services Agreement. (gpd = gallons per day). Allowed overage of up to 10% allowed.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan and architectural renderings (Exhibit "B") as submitted with the Utility Service Agreement request, dated September 2015 by *BESH*.

Section 3. SEVERABILITY

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

Section 4. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

OWNER

Minneola School Development, LLC
6340 Sunset Drive
Miami, FL 33143

Section 5. AMENDMENTS

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

Section 6. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor, authorized to execute same by City Council action, and OWNER through Roseanne Wright, MANAGER.

DATED this 12th day of January, 2016.

CITY OF CLERMONT

Gail L. Ash
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe
Tracy Ackroyd Howe, City Clerk



OWNER: Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy)

Rosanne Wright Title: Manager
Signature

Rosanne Wright
Print Name

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 12 day of April, 2016, by ROSANNE WRIGHT, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public [Signature] SEAL:

Type/print name Marilyn Bovea



Marilyn Bovea
Commission # FF931571
Expires: October 28, 2019
Bonded thru Aaron Notary

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy)

Description:

LANDS DESCRIBED IN O.R. BOOK 0946, PAGE 2402 AND O.R. BOOK 0946, PAGE 2404, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS BEING A PORTION OF TRACT 40-B, 41 AND OLD RAILROAD RIGHT-OF-WAY AS SHOWN ON THE PLAT OF LAKE HIGHLANDS COMPANY PLAT OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3 PAGE 32, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF EASTRIDGE PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGES 4-6, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY; THENCE SOUTH 00°02'10" EAST ALONG SAID EAST LINE, A DISTANCE OF 37.70 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1025, PAGE 1905, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING THE POINT-OF-BEGINNING; THENCE NORTH 89°57'50" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1049, PAGE 0734, AND O.R. BOOK 3131, PAGE 2164, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, A DISTANCE OF 580.00 FEET TO THE SOUTHEAST CORNER OF SAID O.R. BOOK 3131, PAGE 2164; THENCE NORTH 08°43'11" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 3131, PAGE 2164, A DISTANCE OF 208.56 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 2097, PAGES 1698-1702, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING 10 FEET SOUTH (BY PERPENDICULAR MEASUREMENT) OF THE SOUTH RIGHT-OF-WAY LINE OF OLD COUNTY ROAD 50 (AS SHOWN) ON COUNTY ROAD OLD 50 RIGHT-OF-WAY AND SURVEY & MAINTENANCE RIGHT-OF-WAY MAP RECORDED IN MAP BOOK 9, PAGES 1-27, OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 957.00 FEET, AND A CENTRAL ANGLE OF 09°39'59"; THENCE FROM A TANGENT BEARING OF SOUTH 49°35'11" EAST, RUN SOUTHEASTERLY, PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID SOUTH LINE OF O.R. BOOK 2097, PAGES 1698-1702, AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 161.44 FEET TO A POINT ON THE WEST LINE OF THE NORTHERLY EXTENSION OF SKYRIDGE VALLEY PHASE II REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 87-88, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, THENCE SOUTH 00°05'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 697.07 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. BOOK 2403, PAGE 1587, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 880.00 FEET, AND A CENTRAL ANGLE OF 14°06'42"; THENCE FROM A TANGENT BEARING OF NORTH 75°55'28" WEST, RUN WESTERLY ALONG THE NORTH LINE OF SAID O.R. BOOK 2403, PAGE 1587, AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 216.74 FEET; THENCE SOUTH 89°57'50" WEST ALONG SAID NORTH LINE, A DISTANCE OF 445.78 FEET TO THE SAID EAST LINE OF EASTRIDGE PHASE II; THENCE NORTH 00°02'10" WEST ALONG SAID EAST LINE, A DISTANCE OF 579.20 FEET TO THE POINT-OF-BEGINNING.

Containing 9.15 acres, more or less

Address:

14012 Old Hwy. 50

Lake County Alternate Key Numbers:

1647673

EXHIBIT "A" (cont.)

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ LOCATION MAP

Aerial view:



Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ SITE PLAN:



EXHIBIT "B" (cont.)

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ ARCHITECTURAL:

View from west looking east



View from the SE looking NW





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
First Amendment to Professional Consultant Services Agreement		
Requested Action		
Request approval of the first amendment to professional consultant services agreement with Levey Consulting, LLC.		
Staff Report		
In 2016, the City Council approved a contract with Levey Consulting, LLC for planning consulting services to support the City's downtown master plan and to provide guidance on the City's participation in the development of the Wellness Way area. The scope of services included creation of a Downtown Clermont Economic Development Strategic Plan, analysis of City-owned real estate, annexation strategies, and technical support and review of the City's land development regulations and permitting process to facilitate business recruitment, retention and expansion. Upon expiration of the initial agreement, a new contract was approved by the Council in October 2019 that provided for general planning consulting services for City projects and continued support of the master plan implementation as well as planning support for Wellness Way. The scope of the Wellness Way contract includes project administration coordination among the City, Lake County and landowners, development of an implementation plan establishing a detailed approach to the character, timing, and staging of development within the study area, creation of design guidelines and development of outreach and marketing strategies. The scope of services outlined in the October 2019 agreement included a two-year performance timeframe. The October 2019 agreement provided that it would terminate after one year unless extended by the parties. The purpose of this first amendment to the professional consultant services agreement is to extend the October 2019 agreement to Oct. 31, 2021, which is consistent with the two-year performance timeframe of the original agreement. It should be noted that the City has a companion agreement with Lake County, executed in October 2019, whereby the County agreed to and did fund \$89,090 of the services provided by Levey Consulting, LLC for the services provided in regards to the development of Wellness Way. The agreement with the County remains in effect until Nov. 4, 2021 and provides that the County will fund up to \$45,000 of the services provided under the second year of the agreement for the continued development of Wellness Way. The secondary part of the contract with Levey Consulting LLC which provides for consulting services for Development Services will cost \$2,500 per month or \$30,000 annually for FY2021.		
Additional Analysis		
Fiscal Impact Summary		
The services provided in the first amendment to the agreement are included in the FY 2021 approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Levey Consulting Agreement First Amend1.12.21 (3)	Levey Consulting Agreement First Amend1.12.21 (3).pdf
2.	2019 Professional Consultant Services Agreement_Levey Consulting LLC	2019 Professional Consultant Services Agreement_Levey Consulting LLC.pdf

- | | | |
|----|--|--|
| 3. | 2019 Interlocal Agreement_City of Clermont & Lake
County_Levey Consulting LLC | 2019 Interlocal Agreement_City of Clermont & Lake
County_Levey Consulting LLC.pdf |
|----|--|--|

**FIRST AMENDMENT TO PROFESSIONAL
CONSULTANT SERVICES AGREEMENT**

THIS FIRST AMENDMENT is made this ____ day of _____, 2021 between the City of Clermont, a Municipal Corporation of the State of Florida (hereinafter referred to as the "CITY") and Levey Consulting, LLC, whose address is PO Box 560156-0156, Orlando, Florida 32856-0156 (hereinafter referred to as "CONSULTANT") and is to that certain agreement dated the 8th day of October, 2019, hereinafter the Agreement. The parties, in exchange for the mutual covenants contained herein and, in the Agreement, agree as follows:

WHEREAS, the Agreement provided an initial scope of services to be performed by Consultant over a period of two years; and

WHEREAS, the Agreement includes an expiration date of October 31, 2020 which is inconsistent with the two-year scope of services;

WHEREAS, the parties desire to amend and clarify the Agreement to provide that the term of the Agreement is for a total of two years.

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

1. This Amendment expressly modifies and clarifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
2. The term of the Agreement is hereby clarified to be for two (2) years and the expiration date shall be October 31, 2021, unless terminated as otherwise provided in the Agreement.
3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

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: _____

Tim Murry, Mayor

Levey Consulting, LLC

BY: _____

Richard L. Levey, Ph.D., AICP
Managing Director

**PROFESSIONAL
CONSULTANT SERVICES
AGREEMENT**

THIS AGREEMENT, made this 8th day of October, 2019, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Levey Consulting, LLC, whose address is PO Box 560156-0156, Orlando, Florida 32856-0156 (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 planning and economic development area, including but not limited to providing strategic guidance, planning and development services for and on behalf of the City and Lake County and for the Wellness Way area and providing general services to the City's Planning Department.

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 and shall be divided into two Tasks. Task One shall be the Wellness Way Area services provided on behalf of the City and Lake County and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Task Two shall be City general planning services as assigned by the City Manager and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "B". 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" and "B".

CONSULTANT agrees to assign Richard L. Levey, Ph.D., AICP to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY and for Task One in the best interests of the City and Lake County during the term of this Agreement. 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 Task One as described in Exhibit "A" for compensation in the total amount of TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) which may be increased as authorized by the City Manager. CONSULTANT shall bill CITY in installments no more frequently than one time per month and in accordance herewith.

- Year One: CONSULTANT shall complete the Implementation Plan, the Design Guidelines and ongoing Project Administration as outlined in the Project Scope attached in Exhibit A.
- Year Two: CONSULTANT shall complete ongoing Project Administration as outlined in the Project Scope attached in Exhibit A.

b. The CITY agrees to and does engage CONSULTANT to perform the professional services for Task Two as described in Exhibit "B" for compensation in the amount of \$2,500 per month.

c. 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.

d. All invoices submitted for compensation shall include a statement by CONSULTANT that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

e. 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 November 1, 2019 and shall continue for a period of twelve (12) months, until October 31, 2020, or the agreement is terminated as provided in Section 5 below. The term may be extended by mutual written consent of the parties.

5. **TERMINATION.**

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

b. CONSULTANT recognizes that the services to be provided as part of Task One and set forth in Exhibit "A" are provided as part of an Interlocal Agreement between the City and Lake County. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "C". In the event of expiration or termination of that Interlocal for any reason, the portion of this Agreement related to Task One, the services to be provided and the obligation of payment shall immediately terminate as of the effective date of the termination of the Interlocal Agreement. In the event of such termination, the portion of this Agreement related to Task Two, unless otherwise terminated as provided in this Section 5, shall remain and continue in full force and effect.

c. 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 5c, 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, through the above-referenced assigned personnel, it shall perform all the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT acknowledges that CITY and Lake County have entered into an Interlocal Agreement, Exhibit "C" hereto, related to the provision of services as set forth in Exhibit "A". CONSULTANT expressly agrees that to the extent that the terms or conditions as set forth in Exhibit "C" are applicable to CONSULTANT and the performance of services hereunder, those terms and conditions are incorporated herein, and CONSULTANT shall comply therewith to the fullest extent.

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

c. 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:

Levey Consulting, LLC
PO Box 560156-0156
Orlando, FL 32856-0156

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
Tracy Ackroyd Howe, City Clerk

BY: Gail L. Ash
Gail L. Ash, Mayor

Levey Consulting, LLC

BY: Richard L. Levey
Richard L. Levey, Ph.D., AICP
Managing Director

Exhibit "A"
Task One

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County "Owners Rep" in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be managed by consultant)
 - ii. Quarterly landowner meetings (To be managed by County District Commissioner. Support on agenda and discussion materials from consultant));
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Implementation Plan

- a. The Implementation Plan will establish a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. This Plan will include the following recommended items:
 - i. A consolidated plan reflecting land owner desired development plans and a subsequent establishment of a general plan for the area, identifying residential, employment and commercial districts;
 - ii. Urban Design and Community Character standards;
 - iii. Park/Open Space/Trails;
 - iv. Water/Wastewater & Reclaimed Water Utility Extensions;
 - v. Public Safety facilities;
 - vi. Transportation/mobility plan;
 - vii. K-12 education facilities;
 - viii. Technology strategies;
 - ix. Infrastructure funding mechanisms;

- x. Capital Improvement schedule;
- xi. Exploration and recommendation of incentive programs to assist in business attraction and recruitment

III. A set of recommended Design Guidelines will be created to govern the character of the built environment. The design guidelines will reflect the direction of development established in the plan but will be created as a separate document. These will include the following:

- i. Employment District framework and development guidelines
- ii. Residential District framework and development guidelines
- iii. Commercial District framework and development guidelines
- iv. Framework Roadway/Street cross section guidelines
- v. Landscape/Hardscape Guidelines
- vi. Lighting Guidelines

IV. Outreach and Marketing

- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant.
 - ii. Collaborate with City and County on the concepts, messaging, content and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters
- c. Wayfinding Plan (Optional)
 - i. Master Sign Plan
 - ii. Messaging Strategy
 - iii. Sign Palette (vehicle and pedestrian directional, monument/location)

Exhibit "B"

Task Two

Scope of Services

The City and Consultant agree that the Consultant will perform the services as set forth below, which may be updated from time to time via direction from the City Manager and/or the Development Services Director. The Services that Consultant shall provide to the City of Clermont are as follows in the following key strategic areas and includes both immediate deliverables for services and ongoing services:

1.0-Downtown Clermont. Coauthoring economic development strategic plan for downtown Clermont. Goal is to conjoin waterfront and downtown into a holonic functioning unit, which generates and absorbs economic growth and activity.

1.1-Assist in the measurement and identification of the economic drivers for the Downtown/Waterfront Master Plan to help guide capital investment decision making by the City

1.2-Advise on key steps in accelerating private investment in response to the Master Plan, including but not limited to:

1.2.1 - Establishment of incremental steps to bring critical retail and support services (food & beverage, etc.) to promote expanded use of Waterfront, including strategic use of city-owned real estate

1.2.2 - Assist in the creation of content for marketing presentations and materials.

1.2.3 – Facilitate introductions/presentations to network of land development and redevelopment firms as potential investors in Downtown/Waterfront Master Plan

1.2.4 - Assess potential of City-owned fiber network to be utilized to attract technology based businesses

2.0-City Owned Real Estate (CORE)

2.1 - Review inventory of properties for reuse/disposition for potential private activity/implementation of Master Plan

2.1.1 - Assist in developing financial analyses of various use options

2.1.2 - Assist in the production of RFP/RFQ processes to solicit private investment/interest in CORE Support Economic Development

3.0 - Annexation

4.1 - Refine/Develop overall City annexation strategy, including refining fiscal impact analysis to expand municipal tax base

4.0 - Land Development Code & Development/Permitting Process

5.1 - Assist Development Services Director in designing community engagement process to improve code, land development, and permitting process

5.2 - Provide substantive code, land development and permitting process content and expertise during change process

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF CLERMONT, FLORIDA
FOR CONSULTING SERVICES FOR WELLNESS WAY**

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

WITNESSETH:

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

WHEREAS, the Wellness Way Area Plan (the "WWAP"), is a special planning area in southeast Lake County, south of SR 50 and east of US 27 totaling approximately 15,000 acres that is expected to accommodate a significant regional employment center which will promote significant economic development while encouraging fiscally efficient and well-balanced development patterns; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the WWAP that includes a conceptual master plan that portrays the program elements, and associated design guidelines; and

WHEREAS, the CITY has entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the "CONSULTANT"), to assist the CITY in developing and executing strategies for economic development in the WWAP; and

WHEREAS, the parties desire to enter into this Agreement in order to collaborate on the economic development of the WWAP.

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

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

2. **Purpose.** The purpose of this Agreement is to memorialize the collaboration and support of the CITY and the COUNTY for the economic development of the WWAP, including financial contribution by the COUNTY (the "PROJECT").

3. **City Obligations.**

A. The parties acknowledge that the CITY has solicited and retained the services of the CONSULTANT to assist the CITY for the PROJECT. The Project Scope, as identified in Exhibit A, attached hereto and incorporated herein by reference, to be provided by the CONSULTANT for the PROJECT will benefit both the CITY and the COUNTY.

B. The CITY, or the CONSULTANT at the CITY'S request, will provide monthly work task schedules to the COUNTY outlining the CONSULTANT'S proposed work tasks on the PROJECT on a monthly basis. Nothing by way of execution of this Agreement is intended to make CONSULTANT, its employees or agents to be contractors, agents, or employees of the COUNTY or obligate the COUNTY to make payments directly to the CONSULTANT.

C. The CITY shall ensure that the CONSULTANT will comply with Section 119.0701, Florida Statutes.

4. **County Obligations.**

A. The parties agree and acknowledge that the total budget for the PROJECT is estimated to be approximately \$275,000. The COUNTY'S share of the total budget shall not exceed **\$155,000** to be divided as follows:

- Year One: The COUNTY shall be responsible for remitting to the CITY an amount not to exceed **\$110,000**. This funding shall be used to complete the Implementation Plan, the Design Guidelines and for ongoing Project Administration as outlined in the Project Scope attached in Exhibit A.
- Year Two: The COUNTY shall be responsible for remitting to the CITY an amount not to exceed **\$45,000** to be used for ongoing Project Administration as outlined in the Project Scope attached in Exhibit A.

B. The CITY shall submit monthly invoices to the COUNTY outlining the approved tasks completed by the CONSULTANT. The COUNTY agrees to pay such invoices until the COUNTY'S share of the total budget has been reached as set forth in subsection A above; but in no event will the COUNTY be required to pay more than \$155,000 during the term of this

Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

C. Funding by the COUNTY to the CITY for the services provided by the CONSULTANT on the PROJECT will continue until such time as the CITY'S contract with the CONSULTANT expires or terminates or this Agreement is terminated, whichever is earlier. In the event funds obligated under this Agreement become reduced or unavailable, the COUNTY will notify the CITY of such occurrence, and the COUNTY may terminate this Agreement without penalty or expense to the COUNTY. The COUNTY will be the final authority as to the unavailability of funds.

D. In the event any of the funding for the PROJECT is funded by grant monies received by the CITY, the COUNTY will not be liable for any non-compliance with the provisions of such grant.

5. **Coordination.** The parties hereby agree that each will keep the other informed of communications that take place with the CONSULTANT. Each will provide notice to the other of all meetings or conference calls, or copy each other on written communications, so that both parties have the opportunity to participate fully in the development of the PROJECT with the CONSULTANT. The parties also agree that in the event a meeting or conference call takes place, and one party cannot participate, that the participating party will provide a written summary of the meeting or call to the other in a timely manner.

6. **Future Projects.** Nothing in this Agreement will prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

7. **Term.** The term of this Agreement will be for a period of two (2) years beginning on the effective date.

8. **Termination.**

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Within twenty (20) days after the effective date of termination, the terminating party shall remit to the non-terminating party a payment equal to fifty percent (50%) of all PROJECT costs incurred as of the date of termination as well as fifty percent (50%) of all PROJECT work mutually authorized to proceed but which has not yet been completed. Nothing

in this Agreement will preclude the non-terminating party from seeking additional support for the PROJECT.

B. In the event the CITY assigns or terminates the contract with the CONSULTANT, the CITY shall provide written notice to the COUNTY. In the event the CITY assigns the contract with the CONSULTANT to another vendor or sub-consultant, the COUNTY may terminate this Agreement if the Lake County Manager or designee determines that the vendor or sub-consultant is not acceptable or in the best interest of the COUNTY.

9. **Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity with this Agreement.

10. **Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

CITY

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

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

C. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. The parties may designate other parties or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

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

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

13. **Effective Date.** This Agreement will become effective on the date the last party executes this Agreement ("effective date").

14. **Assignment.** No party to this Agreement may assign the rights and obligations under this Agreement without the prior consent of the other party.

15. **Counterparts.** This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

ATTEST:

for *Carlie Fenter*
City Clerk

CITY

CITY OF CLERMONT, FLORIDA

Gail L. Ash
Gail L. Ash, Mayor

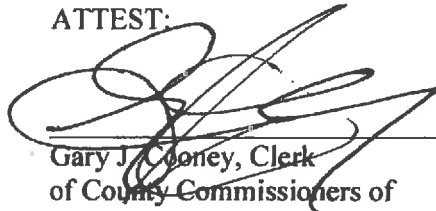
This 8th of October, 2019.

Approved as to form and legality:

[Signature]
City Attorney

Interlocal Agreement between Lake County and the City of Clermont for Consulting Services for Wellness Way

ATTEST:


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



COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS


Leslie Campione, Chairman

This 4th of November, 2019.

Approved as to form and legality:


Melanie Marsh, County Attorney

EXHIBIT A

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County "Owners Rep" in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
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 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Implementation Plan

- a. The Implementation Plan will establish a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. This Plan will include the following recommended items:
 - i. A consolidated plan reflecting landowner desired development plans and a subsequent establishment of a general plan for the area, identifying residential, employment and commercial districts;
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 - iii. Park/Open Space/Trails;
 - iv. Water/Wastewater & Reclaimed Water Utility Extensions;
 - v. Public Safety facilities;
 - vi. Transportation/mobility plan;
 - vii. K-12 education facilities;
 - viii. Technology strategies;
 - ix. Infrastructure funding mechanisms;
 - x. Capital Improvement schedule;
 - xi. Exploration and recommendation of incentive programs to assist in business attraction and recruitment

- b. The Implementation Plan shall be completed no later than September 30, 2020. A copy shall be provided to both Lake County and the City of Clermont.

III. Design Guidelines

- a. A set of recommended Design Guidelines will be created to govern the character of the built environment. The design guidelines will reflect the direction of development established in the plan but will be created as a separate document. These will include the following:
 - i. Employment District framework and development guidelines
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 - iii. Commercial District framework and development guidelines
 - iv. Framework Roadway/Street cross section guidelines
 - v. Landscape/Hardscape Guidelines
 - vi. Lighting Guidelines
- b. The Design Guidelines shall be completed no later than September 30, 2020. A copy shall be provided to both Lake County and the City of Clermont.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Board Appointments		
Requested Action		
Consider approval of board appointments.		
Staff Report		
There are two outside agency appointments for consideration. The Tourism Development Council (TDC) and the Metropolitan Planning Organization (MPO) Community Advisory Board each has one seat open for appointment. Additionally, notice was advertised requesting a resume and letter of interest to be submitted to the Clerk's office for individuals interested in serving on available boards. The Planning & Zoning Board has one seat expiring. It is currently held by Ebo Entsuah who has resigned due to his election to the Council. The city code requires individuals serving on the Planning and Zoning Commission to be an elector of the city. The Police Officers Pension Board of Trustees has one seat expiring. The seat is currently held by Mark Vitek. He has requested reappointment. Also, the Police Officers Pension Board reappointed Jason Sayre, the fifth Trustee, to another term. This is a request for the Council to acknowledge the appointment as a ministerial duty. The Community Redevelopment Agency (CRA) has two citizen seats expiring. The current incumbents are Roman Brana and Kimberly Grogran. The city code requires individuals to either live or own a business in the Central Business District. Mr. Jeff Powell, a downtown business owner, has requested consideration for one of the seats.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Outside Agency Appt CY2021 - Voted 01.12.2021	Outside Agency Appt CY2021 - Voted 01.12.2021.pdf	
2. 2021 PLANNING AND ZONING COMMISSION (002)	2021 PLANNING AND ZONING COMMISSION (002).pdf	
3. Niemiec, Vincent - 01.07.2021 - MPO Interest Letter	Niemiec, Vincent - 01.07.2021 - MPO Interest Letter.pdf	
4. Board Appointment Requests (2021-2022) - Voted 01.12.2021	Board Appointment Requests (2021-2022) - Voted 01.12.2021.pdf	
5. Allender, Justin - 11.2020 - P&Z Board	Allender, Justin - 11.2020 - P&Z Board.pdf	
6. Forth, Charles - 12.7.2020 - P&Z Board	Forth, Charles - 12.7.2020 - P&Z Board.pdf	
7. Gums, Steve - 11.11.2020 - P&Z Board	Gums, Steve - 11.11.2020 - P&Z Board.pdf	
8. Hoisington, Paula - Unknown Date - P&Z Board	Hoisington, Paula - Unknown Date - P&Z Board.pdf	
9. Macnalie, Joa - 11.19.2020 - P&Z Board	Macnalie, Joa - 11.19.2020 - P&Z Board.pdf	

10.	Rogers, Lavonte - 11.30.2020 - P&Z Board	Rogers, Lavonte - 11.30.2020 - P&Z Board.pdf
11.	Taylor, Samii - 10.29.2020 - P&Z Board	Taylor, Samii - 10.29.2020 - P&Z Board.pdf
12.	Whitehead, Cuquid - 11.01.2020 - P&Z Board	Whitehead, Cuquid - 11.01.2020 - P&Z Board.pdf
13.	Ebo Entsuah - Resignation - 01.06.2021	Ebo Entsuah - Resignation - 01.06.2021.pdf
14.	MarkVitekreatptrequest	MarkVitekreatptrequest.pdf
15.	Sayre, Jason - 11.24.2020 - Police Pension Board Appointee	Sayre, Jason - 11.24.2020 - Police Pension Board Appointee.pdf
16.	Grogan, Kimberly - 01.05.2021 - CRA Board	Grogan, Kimberly - 01.05.2021 - CRA Board.pdf
17.	Powell, Jeff - 01.05.2021 - CRA Board	Powell, Jeff - 01.05.2021 - CRA Board.pdf

OUTSTANDING OUTSIDE AGENCY APPOINTMENTS

Agency/Board	Current Appointee CY2020	CY2021	Term Expiration
MPO Community Advisory Committee	Roman Brana	VACANT	Term Expires in December 2023
Tourism Development Council	Council Member Travis	VACANT	Term Expires December 2022

PREVIOUS APPOINTMENTS *(Meeting of 12.08.2020)*

Agency/Board	CY2021	Term Expiration
South Lake Chamber of Commerce	Councilmember Pines	December 2021
Lake County League of Cities Board of Directors	Councilmember Bates	December 2021
Metropolitan Planning Organization (MPO) Governing Board	Councilmember Purvis	December 2021
MPO Governing Board (Alternate)	Councilmember Bates	December 2021
Lake County Arts and Cultural Alliance	Mr. Chris Dudeck	July 2023
Lake County Arts and Cultural Alliance (Alternate)	Ms. Shirley Draper	September 2023
Lake Apopka Natural Gas	Mayor Murry	January 2021



PLANNING AND ZONING COMMISSION (2 Year Terms)

NAME	Telephone/E-mail
David Colby Started 1/2018	518-965-1660 davidc@southlakechamber-fl.com
Joe Gustafson Started 1/2020	Cell: 407-491-3139 Home: 407-654-9004 jgustafson4@cfl.rr.com
Jane McAllister Started 1/2020	352-989-5764 Janemca1012@yahoo.com
Vincent Niemiec Started 1/2021	646-251-7655 vinnie@nvdjentertainment.com
Chuck Seaver Started 1/2021	407-375-3220 cseaver2218@aol.com
Max Krzyminski Started 1/2018- Present Re-new 1/2021	708-289-1115 maxkrz08@gmail.com
VACANT	

Vincent Niemiec
4569 Barrister Drive
Clermont, FL 34711

January 6, 2021

Email: Vinnie@NvdjEntertainment.com
Phone: (646) 251-7655

Curt Henschel
Clermont City Clerk
685 West Montrose Street
Clermont, FL 34711

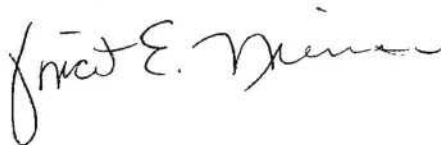
Dear Curt Henschel,

It came to my attention, that there is a MPO Community Advisory Committee Board Seat is available. I am respectfully requesting to be appointed to that seat. I am confident that my skills are well-aligned with the role and that I would be an excellent fit for that seats position.

For the past two years, I have been actively attending the Clermont City Council, Clermont Planning and Zoning and Lake County Board of County Commissioner meetings. I have been motivated by the Planning and Zoning Board devotion to make recommendations concerning the development of the City of Clermont. I am actively on the Planning and Zoning Board and I do have knowledge on the procedures of the MPO Community Advisory Committee.

I believe that my experience and track record make me an excellent fit on the MPO Community Advisory Committee Board. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent E. Niemiec", written in a cursive style.

Vincent Niemiec

2021-2022 BOARD APPOINTMENT REQUESTS

PLANNING AND ZONING COMMISSION (1 Seats Available) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED VOTER	REQUESTING
	Joa Macnalie	3296 Whiteblossom Lane	None Provided	Yes	Verified	Appointment
	Justin Allender	3289 Jackson Bluff Way	None Provided	Yes	Verified	Appointment
	Steve Gums	1765 Bella Lago Drive	None Provided	Yes	Verified	Appointment
	Sheila "Samii" Taylor Yakovetic	4480 Powderhorn Place Drive	None Provided	Yes	Verified	Appointment
	Cuqui Whitehead	700 Hook Street	2007 - 2012; 2014 - 2018	Yes	Verified	Appointment
	Charles Forth	939 West Desoto Street	2000	Yes	Verified	Appointment
	Lavonte Rogers	676 Osceola Street	None Provided	Yes	Verified	Appointment
	Paula Hoisington	564 E Desoto Street	None Provided	Yes	Verified	Appointment

POLICE PENSION BOARD (1 Seats Available) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED VOTER	REQUESTING
	Mark Vitek	1290 North Ridge Blvd. #2613	2018-Present	Yes	Yes	Reappointment
PPB Appointee	Jason Sayre	None Provided	None Provided	Yes	Yes	Appointment Approval

COMMUNITY REDEVELOPMENT AGENCY (CRA) (2 Seats Available) (4 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES/OWNS BUSINESS IN CRA	REGISTERED VOTER	REQUESTING
	Kimberly Grogan	1030 West Lakeshore Drive	2020-Present	YES	Not Required	Reappointment
	Jeff Powell	713 West Montrose Street	None Provided	YES	Not Required	Appointment
	Lavonte Rogers	667 West Osceola Street	None Provided	YES	Not Required	Appointment

Justin Allender
3289 Jackson Bluff Way
Clermont, FL 34711
November 16, 2020

Ms. Tracy Ackroyd Howe
City Clerk
City of Clermont
685 West Montrose Street
Clermont, FL 34711

Dear Ms. Tracy Ackroyd Howe:

Please let this letter serve as a notice of my interest in volunteering to serve on the Planning and Zoning Commission. Per the City's request, I am enclosing my resume.

I am excited about this opportunity. I live here, worship here, and my children attend school here—I would appreciate the chance to have an impact on the City's future as the Choice of Champions. I can be contacted at 850.910.1101 if you have any questions, comments or concerns.

Sincerely,



Justin Allender

Enclosure

JUSTIN G. ALLENDER, M.B.A.

3289 Jackson Bluff Way
Clermont, Florida 34711
(850) 910-1101 (cell)
justinallender@yahoo.com

Education:

Florida State University, Tallahassee, Florida

- M.B.A.
- B.S., Finance

Massachusetts Institute of Technology CoLab, France; Bolivia; Germany; & Boston, Mass.

- 2015-2016 Global Alliance for Banking on Values Leadership Academy

Work Experience:

Commercial Lender / Finance Officer, full-time. First National Bank, Mount Dora, FL (5/20 to present)

- Responsible for business development of loans and deposits. Perform complex finance duties and ensure the Bank's compliance with rules and regulatory guidance. Give strategic recommendations to ensure both clients and the Bank grow together.

Mortgage Loan Originator, full-time. Success Mortgage Partners, Montverde, FL (6/19 to 4/20)

- Responsible for business development and advising clients on best home loan options. Experience included FHA, USDA, VA & Conventional loan programs.

Small Business Banker / AVP, full-time. Seacoast Bank, Clermont, FL (10/18 to 5/19)

- Successor by merger to First GREEN Bank. Responsible for leading business development with a primary focus on lending and deposit growth while maintaining market leadership presence in the local community.

Market Executive / AVP, full-time. First GREEN Bank, Clermont, FL (8/16 to 10/18)

- Commercial Lender for the South Lake County market area responsible for a \$50MM+ loan portfolio. Actively solicited new business through outside sales calls and existing customer base; assisted in the implementation of new products and programs to provide better service to customers and stimulate growth; maintained communication between branch operations and management by providing periodic reports regarding operations and productivity.

Portfolio Manager / Officer, full-time. First GREEN Bank, Mount Dora, FL (11/15 to 8/16)

Credit Analyst, full-time. First GREEN Bank, Mount Dora, FL (5/14 to 11/15)

Licensed Relationship Banker, full-time. Chase Bank, Clermont, FL (7/11 to 5/14)

Teller, part-time. Hancock Bank, Tallahassee, FL (10/08 to 5/09)

Accomplishments & Skills

- Proficient in MS Office, specifically Excel
- Conversational Spanish
- Participant in FSU Global Business Seminar in Chile on corporate social responsibility

Mar. 7, 2020

I, Charles Fortt Jr.; wish to submit my name for consideration to sit on Planning & Zoning Board.

I was not aware of the notices in the newspapers and only became aware over the weekend.

- 1) I have previous experience on Clermont P&Z approx. 20 years ago.
- 2) I have Building, Zoning, Codes experience.
- 3) I have a personal desire to see Clermont grow responsibly.
- 4) I am retired and have the time to be available to serve on the Board.

Charles W. Fortt Jr.
939 W. Deroto St.
Clermont, Fla. 34711

Letter of interest to serve on the
Clermont Planning and Zoning Board

Date: 11/11/2020

Clermont City Planning and Zoning Board

It is my understanding that there is an open seat on the Planning and Zoning Board for the city of Clermont. I am interested in serving on this board at this time. It is my goal to become more involved in the activities and development in the city of Clermont. I have not served on a public board before; however, I have served as full time board member of Colorado Hockey Club Ice Hockey organization as both a primary member and technical advisor. I have included my resume along with this letter. I hope you consider my request and I look forward to any feedback you may have.

Thank you

p

Steve Gums

Phone: 303-902-6531

Email: sgums@voast.com

1765 Bella Lago Dr.

Clermont, FL 34711

Goal:

To achieve a position where I can combine my fascination and love of technology with my analytical skills to create new, innovative and efficient solutions. Work with a team of talented individuals to create something great that will make an impact on many.

Experience: C/C++/C#/ASPX - 20+ yrs
Objective C - 10+ yrs
Java, JSP, JavaScript - 20+ yrs

20+ years experience in the follow areas:

Windows development, UNIX/Linux (Solaris Certified),
UNIX scripting (BSH, KSH, ZSH),
SED, AWK, Python, PHP, Perl, Expect Scripting
Avaya Call Center Products (CMS, AES, Breeze, eIVR),
HTML/HTML5, CSS, xml, flash
Crystal Reports 7 & 8, SQL Server Reporting,
ODBC/JDBC development,
Informix (ISQL, esql/c experience as well), SQL Server, Firebird embedded
Database, MySQL, PostgreSQL

Other skills -

VBScripting, qmail, Sendmail, apache, tomcat, JNDI, Gnome, DirectX, Network
integration, nCurses, IIS Administration, ELK.

ASA Solutions

11/2020-present

Chief Technology Officer

Provide sound and informed technical leadership to guide the company in all aspects of the business. Communicate with employees, customers and stakeholders to ensure the company's technologies are used appropriately. Help all areas of the company to use technology to achieve their business goals. Discover, research and implement new technologies that yield a competitive advantage. Supervisor system infrastructure to ensure efficiency and functionality. Build disaster recovery solutions to allow the company to recovery quickly from catastrophic events.

Voast Services

10/2000-present

CEO/Owner

Designed and developed applications for customers all over the world. With a focus on efficiency and stability and not cutting corners. Several applications have been certified by Microsoft using C#. Developed solutions for various areas including but not limited to; biometric devices, specialized printers (tickets and receipts), Raspberry Pi, Arduino, DMX and many others. Created applications that create and use published web services. Created thin clients using .NET to access data sources via mobile devices such as mobile phones and PDAs. Designed and developed applications using direct X for .NET to create 3-D customer interfaces and displays. Managed teams and outside resources on software design projects. Provided and managed contracts with solutions providers for custom developed solutions. These applications include but are not limited to client/server software, windows services and UNIX daemons, Thick client applications for data management and analysis. Created mobile applications using IOS for iPad and iPhones. Specialize in the design and development of Avaya's CMS applications, including the first CMS application to be approved by Avaya;s DevConnect.

Cross Telecom/Arrow

01/2009-01/2011

Application Developer

Provides CMS support and custom application development on the Avaya CMS platform. Provides team training and assistance on advanced database transactions. Acted as central point of contact for all CMS issues. Created custom applications for customers to automate tedious processes on windows and UNIX machines. Was given the responsibility to learn new applications or solutions first and train the rest of the team.

Avaya

01/03/2007-10/14/2008

Customer Support/Developer

Support customers with the Avaya Call Management Systems. Develop, Test, and maintain custom interfaces for user consumption or external application usage. These applications are developed using the standard C or C++ languages. Subject Matter expert on UNIX security and Windows Development.

First Data Corporation

07/01-01/02

Senior Telecomm Analyst

In charge of Avaya Conversant administration and maintenance. Responsible for Avaya CMS administration and Maintenance. Backup for Definity g3r administrator, and MAC technician. Responsible for providing counsel on new technologies. Responsible for developing applications to simplify and replace inefficient internal procedures.

Lucent Technologies/Avaya Communication

Englewood, CO

Technical Integration Consultant

06/98 to 07/01

Custom report creation using ISQL, ESQ/c, SED, AWK and CMS Screen Painter, Seagate Crystal Reports. Create, Maintain and correct UNIX scripts and programs. Develop, design, and create new solutions to increase business productivity and revenue. Being the central point of contact for key client relationships and new customers. On-site trainer of custom reports and the CMS database. Trained new associates.

Education:

Regis University

Denver, CO/Colorado Springs

Bachelors of Computer Science

Present

Did not complete degree.

Product Specific Certifications**05/01**-Became a "Sun Certified System Administrator" for Solaris

11/20 – Avaya Certified CMS Administrator

11/20 – Avaya CMS Support Specialist and Installer

Awards:Received an award in March of 2000, "My teammates will not fail". This award was presented to me by the Canadian division of Lucent Professional Services for outstanding international support.

Received the "Top Rookie" award from Lucent Technologies in October of 1998 for top revenue earnings and client satisfaction ratings.

Received the "Leader of the Pack" in October 1997 from First Data Corporation. Leader of the Pack is a quarterly award and second only to the "President's Club Award". This award is given for excellence within your current position.

References:**Kal Bahkta**kbahkta@asasolutions.com

623-229-3660

Doug Hrdlicka

310-880-5043

dlhrdlicka@aol.com

Roger Skidmore

Business associate

411 Dinerstein Drive

Webster, TX 77075

281-480-7824

Susan Masse

10900 Nesbitt Ave S.

Bloomington, MN 55437

952-456-3714

smasse@arrows3.com

James Cook

Cross Telecomm

303-771-2171

jcook@arrows3.com**Christine Putt**

Arc Consulting

cputt@arcconsulting.ca

(905) 944-0770

Kevin Archer

1548 Wildflower Drive

Brighton, CO 80601

kparcher@avaya.com

303-659-4979

Dear Tracy,

I would like to express my interest in becoming a member of Planning and Zoning Commission where I can use my skills to help the city of Clermont reach its objectives.

I have held the position of Board Chair and Member with several well-known organizations in the area. During this time, I took part in meetings and helped the organization look for ways to improve their operation.

I have administrative experience and excellent leadership skills that I would like to put to use for the City of Clermont. I have a keen eye for reviewing new projects that will enhance the performance of our city and I have the ability to help create marketing campaigns that can generate new business.

I am resourceful and I have the ability to multi-task to ensure everything is done on time, while still maintaining a high level of efficiency.

I get along well with others when working in a group setting and I have the ability to help others find common ground when they disagree on what actions to take. Sometimes, it just takes a little negotiating to help reach a reasonable agreement that benefits the city. I am confident that I have the skills and experience to hold this position and to be a great benefit on Planning and Zoning Commission

I look forward to hearing from you. Please feel free to call (407)-489-0418 or you may e-mail me at pjjhoisington@aol.com

With warm regards,

A handwritten signature in cursive script that reads "Paula Hoisington". The ink is dark and the signature is fluid, with a large initial 'P'.

Paula Hoisington

Paula Hoisington, Net Communications

Senior Vice President, Policy & Government Affairs

As Senior Vice President for Policy & Government Affairs, Ms. Hoisington works with CEOs and senior management of major communications, cable, water and electric utilities. She develops regulatory strategies as well as coordinates public policy forums, assists clients in the identification of strategic alliance partners and facilitates the establishment of corporate and community-based coalitions. Ms. Hoisington plays a vital role in developing clients' business growth and development plans for new market opportunities.

Prior to working for Net Communications, Ms. Hoisington served as the Deputy Assistant Secretary for Community Corrections and a national auditor for the American Correction Association. She is a national expert on Corrections policy.

She currently serves as the Chairwoman of the Central Florida Urban League Board, Chairwoman of the Corporate Roundtable, the National Black Caucus of State Legislators, Chairwoman, Southlake Black Achievers, Chairwoman, Business Council, National African American Mayors Association, Vice Chairwoman, of the Abraham Johnson Legacy Foundation.

Ms. Hoisington was the top African American female executive at the gubernatorial level serving under the leadership of two governors. She also served as the liaison between the agency and the Executive Office of the Governor on all matters involving the implementation of gubernatorial initiatives into departmental programming.

Ms. Hoisington received her Bachelor of Science from the University of Central Florida and Certified as a Public Manager from Florida State University.

Ms. Hoisington has received numerous awards and recognitions to include , 2017 National Congress of Black Women, Dr. C. Delores Tucker Award, Onyx Magazine, 2018, Women on The Move and 2018 Women's Executive Council of Orlando Women's Achievement Award.

Ms. Hoisington served on the Transition Team for Governor Bush, Governor Scott, Governor DeSantis and Mayor Jerry Demings. She was recently named to the statewide subcommittee on Accountability and Societal Change by the Florida Police Chief's Association.

Tracy Ackroyd

From: Darren Gray
Sent: Sunday, November 22, 2020 12:14 PM
To: Tracy Ackroyd; Curt Henschel
Cc: Susan Dauderis
Subject: Fwd: Planning and Zoning Board Application
Attachments: Joa PZD board.docx

Here you go

Darren Gray
City Manager - City of Clermont
685 W. Montrose St, Clermont FL 34711
Tel 352-241-7358. / Fax 352-394-4087
dgray@clermontfl.org
www.clermontfl.gov

Begin forwarded message:

From: Jojo Macnalie <jmacnalie@gmail.com>
Date: November 19, 2020 at 9:53:57 PM EST
To: Darren Gray <dgray@clermontfl.org>
Subject: Planning and Zoning Board Application

Good Evening Mr. Gray,

Attached in this e-mail is my resume for yours and the council's review. Please consider this as my formal request to be considered for a position on the planning and zoning committee. It is my honor to serve the champions of Clermont and to inspire the next generation of young leaders while doing so. It is my belief that serving on the board will give me a greater insight into Clermont and how I can best protect the interest of our residents when I later run for office again at a later date. Thank you for the opportunity and consideration, and I look forward to hearing from you soon.

Kind regards,

Joa Macnalie

Joa Macnalie
Email: JMacnalie@Gmail.com
Cell phone: 646-508-0005

Objective

Engaged and compassionate community leader seeking a position on the Planning & Zoning Board to serve the residents of Clermont.

Skills

Extraordinary people skills
Superb negotiation skills
Outstanding internal and external communications abilities
Adept strategic thinker
Outstanding ability to relate and make connections with diverse groups of people
Unique ability to approach a problem with out-of-the-box thinking
Ability to gather, organize and evaluate information and prepare logical conclusions

Education

Doctor of Education, Curriculum & Instruction	GPA: 3.9	President's List
Master of Arts, Professional Counseling		
Bachelor of Science, Psychology		
Recipient, Axinn Student-Leadership Scholarship for devotion to community service		

Experience

Macnalie Books LLC, New York, NY	May 2018 – Present
<u>CEO/Founder of Macnalie Books LLC</u>	

- Develops daily lesson and activity plans in coordination with state regulations
- Partners with the Department of Education to provide reading material for grades K-6.
- Distributes reading material locally, nationally, and internationally
- Promotes children's literacy programs statewide
- Recognized for national book awards
- Made Forbes 30 under 30 list in education
- Made Amazon Best-Seller's List in all three formats
- Collaborates with major brands and platforms like Barnes & Noble, Wells Fargo, KITH and more

Joa for Clermont Seat 1, Clermont, FL	June 2020-November 2020
<u>Candidate for Political Office</u>	

- Organized a political campaign for Clermont City Council seat 1
- Crowdfunded over \$8,000 as a first time candidate
- Received 38% of the vote as a first time candidate
- Second youngest to run for political office in Clermont
- First African American woman to run for political office in Clermont

The Salvation Army, New York, NY	January 2016-May 2018
<u>Mental Health Intern</u>	

- A key player in the start-up of the Article 31 Mental Health Program
- Conducted intake interviews and screenings to determine patient eligibility in program
- Collaborated with clients to develop treatment plans that reflect upon agreed goals
- Facilitated group sessions with a maximum of 12 members
- Conducted 45 minute individual sessions on a weekly basis
- Developed and maintained clinical records, progress notes, referrals, and assessments
- Contributed to weekly meetings with mental health workers, licensed social workers, PhD psychologists, and program director providing progress updates to enhance patient outcomes
- Completed over 2,000 hours of face-to-face counseling
- Engaged in active supervision under an LCSW and PhD Psychologist.

References available upon Request

Lavonte Rogers

667 W. Osceola St | Clermont, FL 34711 | 352-459-5137 | rogerslvt@gmail.com

November 30th, 2020

Dear Clermont Council Members:

First, I'd like to thank you all for this opportunity to serve this great city! Clermont has been my home for 20+ years now. As a proud member of this diverse community, it would be a privilege to serve on the Planning and Zoning Committee.

I am Lavonte Rogers. I'm an Educator and Director of a Youth Theatre Program called Twilight Theatre for Youth here in Clermont. Currently I teach History, Theatre and Art at The Key to Learning. In addition to teaching Middle School, I am also the sponsor of our schools Student Government Association. Having been a member of Student Government during my time at South Lake High School, it has been an honor to bring this program to my current school.

Even though I don't have much experience with local politics, I eagerly want to further my knowledge in hopes of one day running for a council position. I believe that my love and passion for this beautiful city and the people who live will help me succeed if given the opportunity to serve on the P&Z board.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Lavonte F. Rogers

LAVONTE F ROGERS

667 W Osceola St Clermont, FL 34711 | 352-459-5137 | rogerslvt@gmail.com

SKILLS & ABILITIES

- Experienced customer service with an outgoing personality
- Proficient in Microsoft Office (Word, Excel, PowerPoint)
- Strong communication and interpersonal skills
- Adapt well to changing environments and situations
- Efficient multitasker and organized
- Punctual and team player

EXPERIENCE

Secondary Teacher, The Key to Learning

February 2020 – Present

Clermont, FL

- Create and implement curriculum and lesson plans in a manner that ensures integrity.
- Motivate students to learn and participate in a safe environment.
- Instruct students regarding a variety of curriculum topics.
- Provide a variety of learning materials and resources for use in educational activities.
- Identify and select different instructional resources and methods to meet students' varying needs.

Local Store Market, Texas Roadhouse

November 2014 – March

2020

Clermont, FL

- Marketing for the Clermont, FL Location
- Community Liaison. I go into the community and market Texas Roadhouse.
- Set up events both in and outside of the four walls.
- Help to raise sales and guest count.
- **HIGHLIGHT:** One of three original trainers with continuing trainer status. Have received multiple awards for my work since taking on this position.

Administrative Assistant, Realty Professionals of FL
Clermont, FL

April 2014 – present

- Set and confirm appointments for agents.
- Answer incoming calls for new and existing customers.
- File and Scan professional documents.
- List properties on Craigslist, Zillow and more.
- **HIGHLIGHT:** Loyal Administrative Assistant over the years. Received “Unsung Hero” award in 2019.

Substitute Teacher, Lake County Schools
Lake County, FL

August 2015 - 2018

- Assume duties of regular classroom teacher in accordance with school rules
- Implement existing lesson plans in a manner that ensures integrity
- Motivate students to learn and participate
- Instruct students regarding a variety of curriculum topics
- **HIGHLIGHT:** Assigned a permanent substitute position as a Theatre teacher at Mount Dora High School during first year of employment

EDUCATION

South Lake High School – Groveland, FL

Graduated June 2011 GPA 3.2

Lake Sumter State College – Clermont, FL

Theatre Education / Psychology Degree

REFERENCES

Tiana Sandh

Teacher, East Ridge Middle School
352-536-8020

Trista Fouts

Property Manager, Realty Professionals of FL
352-404-5942

Alfreda D. Coward, Esq.

Personal Reference
954-579-9279

Samii Taylor
4480 Powderhorn Place Drive
Clermont, Florida 34711
909-241-6089
samiitaylor711@gmail.com

29 October 2020

Darren Gray – City Manager
City of Clermont
685 W Montrose Street
Clermont, Florida 34711

Re: Planning and Zoning Board

Dear Mr. Gray –

I respectfully request an appointment to the Planning and Zoning Board for the City of Clermont upon the next available Board opening.

My previous experiences as a legislative advocate and champion for seniors, veterans, and at risk members of the community involved the issues of land use, affordable housing, utility and transportation infrastructures, and community development.

In an effort to prevent extortive utility charges by owners of sub metered utility services, I proudly served on a Public Utilities Commission Working Group created by former California Assemblyman Alex Padilla. I prepared extensive research for both staff and bi-partisan Assembly members on this issue, revealing to them the existence of Class D utilities – a class of utility provider so obscure that only one existed in the entire state. I subsequently drafted legislation to prevent the misuse of utility discounts dedicated for maintenance of sub metered utility infrastructures.

I frequently testified before the California Department of Housing and Community Development, state subcommittees, and local councils on affordable housing, elder abuse, and abusive housing practices affecting California's migrant workers.

In 2017, I received an Associate of Arts degree in English. My area of specialty is screenwriting and broadcasting. As part of my course requirement, I prepared a Public Relations campaign targeting a major multi-national corporation that was so comprehensive that my instructor, a professional PR consultant, offered me a job on the spot. I have received scholarships, industry awards, and national attention for my audio/video productions, which included public service programming on such hot button issues as gender equality, workforce advancement, and pharmaceutical injuries.

Darren Gray
Page 2

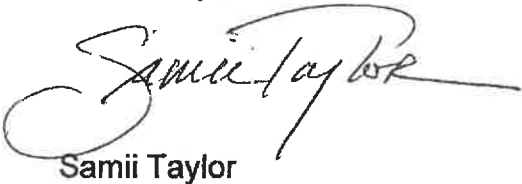
My public service involved working with the Union Rescue Mission of Los Angeles, the Professional Dancers' Society, ARAS, SHARE INC., the La Mirada Symphony Orchestra, and various theatrical organizations. As a volunteer, I consulted with and provided case background research on asbestos exposure in a housing project to OSHA, the EPA, the Legal Aid of Southern California and the American Civil Liberty Union.

I have also served as a member of the Los Angeles County Sheriffs Department Volunteer On Patrol (VOP) program. I was a member of the last class to be fully trained by Academy personnel. I served as a uniformed, unarmed presence for traffic and crowd control, community outreach, neighborhood patrol, and business protection detail.

It has been my practice to attend meetings of the Planning and Zoning Board and the Clermont City Council or to watch the Council broadcasts on the Internet.

Being a current candidate for Council Seat 4 demonstrates my level of commitment to helping make Clermont the jewel of communities in Lake County. Regardless of the outcome of this election, I wish to be a voice for the citizens of Clermont in any way possible. This is my home and I intend to be a vital part of its future!

Yours truly,



Samii Taylor

City of Clermont,

Nov 1, 2020

I wish to be reappointed to the City
of Clermont's Planning and Zoning Board.

I have served in Clermont for the
past 40 years in such organizations as the
Clermont Planning and Zoning for eleven
and a half years, most of which I was
chairperson. The Parks and Recreation
for eight and a half years as chair.

I have also served in the Kiwanis
club, South Lake Chamber of Commerce,
The Caribbean American Assoc. of Lake
County, The Lake County School Board.

Thank you for your consideration,

Cuzai Whitehead
700 Hook St
Clermont, FL 34711

352-348-9222

Brian Lueth

Subject: FW: Resignation

From: Ebo Entsuah <eentsuah@gmail.com>

Sent: Tuesday, January 05, 2021 8:06 PM

To: Brian Lueth <blueth@clermontfl.org>; Tracy Ackroyd <TAckroyd@clermontfl.org>

Subject: Resignation

Hello Tracy and Brian,

This is my official notice that I am resigning from the Clermont planning and zoning board.

Thank you

--

Kind regards,

Ebo Entsuah,

Mark J. Vitek

1290 North Ridge Blvd., #2613; Clermont, FL 34711 · 352-272-5969 · mjvitek@gmail.com

December 21, 2020

Tracy Ackroyd Howe
City Clerk
City of Clermont
685 West Montrose Street
Clermont, FL 34711

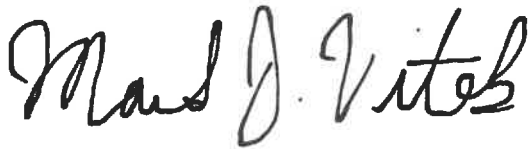
Dear Ms. Howe,

As the Trustee seat I fill on the Clermont Police Pension Board is up for being assigned by the City Council, I'm writing to let you know that I do want to continue with another term on the Board.

I have three years of experience serving on the Clermont Police Pension Board during which time I have become familiar with the processes of the Board as well as the funds invested in for the pensions. I would like to continue using this experience in service to the City of Clermont and to our Police Department.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Mark J. Vitek". The signature is written in a cursive, flowing style with a large initial "M".

Mark J. Vitek

Brian Lueth

Subject: FW: Clermont Police Officers Retirement Plan (Re: Police Pension Board reappointments)

From: Baur, J Scott <scott@resourcecenters.com>

Sent: Tuesday, November 24, 2020 2:16 PM

To: Nadine Ohlinger <nohlinger@clermontfl.org>

Cc: Scott Christiansen <scott@cdpension.com>; Albert Lovingood <ac@resourcecenters.com>

Subject: Clermont Police Officers Retirement Plan (Re: Police Pension Board reappointments)

Nadine:

Mark Vitek does need reappointment. He indicated in the public meeting that he was willing to continue to serve. The Board also reappointed Jason Sayre, the fifth Trustee, to another term. Council should acknowledge the appointment as a ministerial duty. We have no other terms on Police expiring or renewing at this time.

All the terms on Fire expire in December 2021, except for the fifth Trustee, renewing in April 2022. So we have no other pending terms or appointments.

Scott Baur

J. Scott Baur, Managing Partner
Resource Centers, LLC

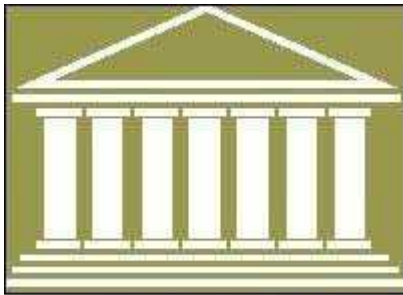
Main Office: 4360 Northlake Blvd. Suite 206, Palm Beach Gardens, FL 33410

Contact: Office 561.624.3277 | Fax 561.624.3278 | Toll Free 800.206.0116

Ft Myers: 4100 Center Pointe Drive, Suite 108, Ft Myers, FL 33916 | Office 239.573.4750 | Fax 239.573.4752

Orlando: 231 East Colonial Drive Suite 100, Orlando, FL 32801

Email: Scott@ResourceCenters.com | Please visit our website: www.ResourceCenters.com



THE RESOURCE CENTERS

Brian Lueth

Subject: FW: CRA Board

From: kimberlyrose215@gmail.com <kimberlyrose215@gmail.com>

Sent: Tuesday, January 05, 2021 4:00 PM

To: Curt Henschel <CHenschel@clermontfl.org>

Subject: Re: CRA Board

Hello, Yes I'm still interested. I was already planning on being at that meeting.
Thank you, Kimberly

Sent from my iPhone

On Jan 5, 2021, at 3:58 PM, Curt Henschel <CHenschel@clermontfl.org> wrote:

Hi Kimberly!

I hope you will still be interested, but technically you were filling in a CRA board seat because someone had left the seat early, and now the term is ending.

I just need a brief email that you are still interested in remaining on the CRA board.

Next Tuesday the city council will be appointing/re-appointing seats on several boards.

Let me know!

Thanks!

Curt Henschel
Planning & Development Services Director

685 W. Montrose St., Clermont, FL 34711

Tel 352-241-7308

chenschel@clermontfl.org

www.cityofclermontfl.com

<image001.jpg>

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Brian Lueth

Subject: FW: CRA Board

From: Jeff Powell <jeff@powellstudioarch.com>

Sent: Tuesday, January 05, 2021 5:15 PM

To: Curt Henschel <CHenschel@clermontfl.org>

Subject: CRA Board

Good afternoon Curt,

It is my understanding that a position on the Community Redevelopment Agency (CRA) may be opening up, and I would like to express my interest. As a lifetime resident of Clermont, downtown business owner, and an Architect, I would very much enjoy the opportunity to serve my community.

Sincerely,

Jeff Powell, A.I.A., Architect

President



713 W. Montrose St.

Clermont, FL 34711

Office: (352) 874-2340

Fax: (877) 680-7183

Email: Jeff@powellstudioarch.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Event, Open Container, Boat Ramp Closure Requests and Fee Variance		
Requested Action		
Recommend to approve the Sommer Sports 2021 season, open container allowance, boat ramp closures and waive all facility fees.		
Staff Report		
In 2017, the Sommer Sports Race Series was classified by the City Council as a "Community Partner Event" along with The Spring Games and Pig On The Pond, and therefore has had all facility and permitting fees waived. The total estimated amount of requested fee waivers is approximately \$43,069. Sommer Sports is requesting approval of their 2021 season which includes races on the following dates which will take place at Victory Pointe and Waterfront Park. March 13-14, 2021 - Boat ramp closure requested from 6 a.m. to 11 a.m. on Saturday, March 13, 2021. March 27, 2021 April 17, 2021 April 24, 2021 May 8, 2021 June 5, 2021 June 19, 2021 July 10, 2021 July 17, 2021 August 14, 2021 September 11, 2021 October 23, 2021- Boat ramp closure requested from 5 a.m. to 11 a.m. on October 23, 2021. October 30, 2021 December 18, 2021 (Downtown Clermont) Sommer Sports will adhere to all Covid-19 guidelines. Sommer Sports is also requesting to allow an open container allowance during each of the race seasons which allow each participant one beverage per race. The organization has agreed to follow the City's open container policy. There are also two requests to close the boat ramp because they have longer swims that take swimmers out further into Lake Minneola and into possible boat ramp traffic.		
Additional Analysis		
Fiscal Impact Summary		
Total estimated amount of fee waivers is \$43,069.00.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Council Packet New	Council Packet New.pdf	
2. 2021 Santa Clermont Road Notice to Residents and Businesses	2021 Santa Clermont Road Notice to Residents and Businesses.docx	
3. KEEPING ATHLETES SAFE	KEEPING ATHLETES SAFE.pdf	

SOMMER SPORTS 2021 CLERMONT EVENTS

March 13, 2021	Great Clermont Triathlon/Florida Challenge Triathlon* - Start at Waterfront Park and finish at Victory Pointe
March 27, 2021	Lake Minneola Half Marathon and 5K* - Victory Pointe
April 17, 2021	Earth Day 5 Miler & 2 Miler*- Victory Pointe
April 24, 2021	Lake Minneola Sunset Tri & 5K* - Waterfront Park
May 8, 2021	Girlz on Fire Tri & 5K* - Waterfront Park
June 5, 2021	Cool Sommer Mornings #1*- Waterfront Park
June 19, 2021	TriKidz #1*- Victory Pointe
July 10, 2021	Cool Sommer Mornings #2*- Waterfront Park
July 17, 2021	TriKidz #2*- Victory Pointe
August 14, 2021	Cool Sommer Mornings #3*- Waterfront Park
September 11, 2021	Cool Sommer Mornings #4*- Waterfront Park
October 23, 2021 finish at Victory Pointe	31st Annual Great Floridan Triathlon** - Start at Waterfront Park
October 30, 2021	Nightmare on the Clermont Trails*- Victory Pointe
December 18, 2021	Santa's Twilight – Clermont* - Downtown



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Great Clermont Triathlon/Florida Challenge Triathlon
Date(s) of Event March 13, 2021 Estimated Attendance: 600-800
Event Start Time: 7:30am Event End Time: 5:00pm
Before Event Setup Time: March 11 & 12, 2021 After Event Cleanup Time: March 13, 2021, 2:00pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will be on Thursday 3/11 starting at 8am. Packet pickup will be on site Friday 3/12/2021 2-6pm. Florida Challenge will host a sprint and 70.3 distance, and the Great Clermont will host an olympic distance.

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: Waterfront Park



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event Florida Challenge Triathlon/ Great Clermont Triathlon
Date(s) of Event 3/13/2021 Location Waterfront Park
Event Start Time: 7:30AM Event End Time: 2:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Triathlon Event hosting sprint, olympic, and 70.3 distances. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

DATE

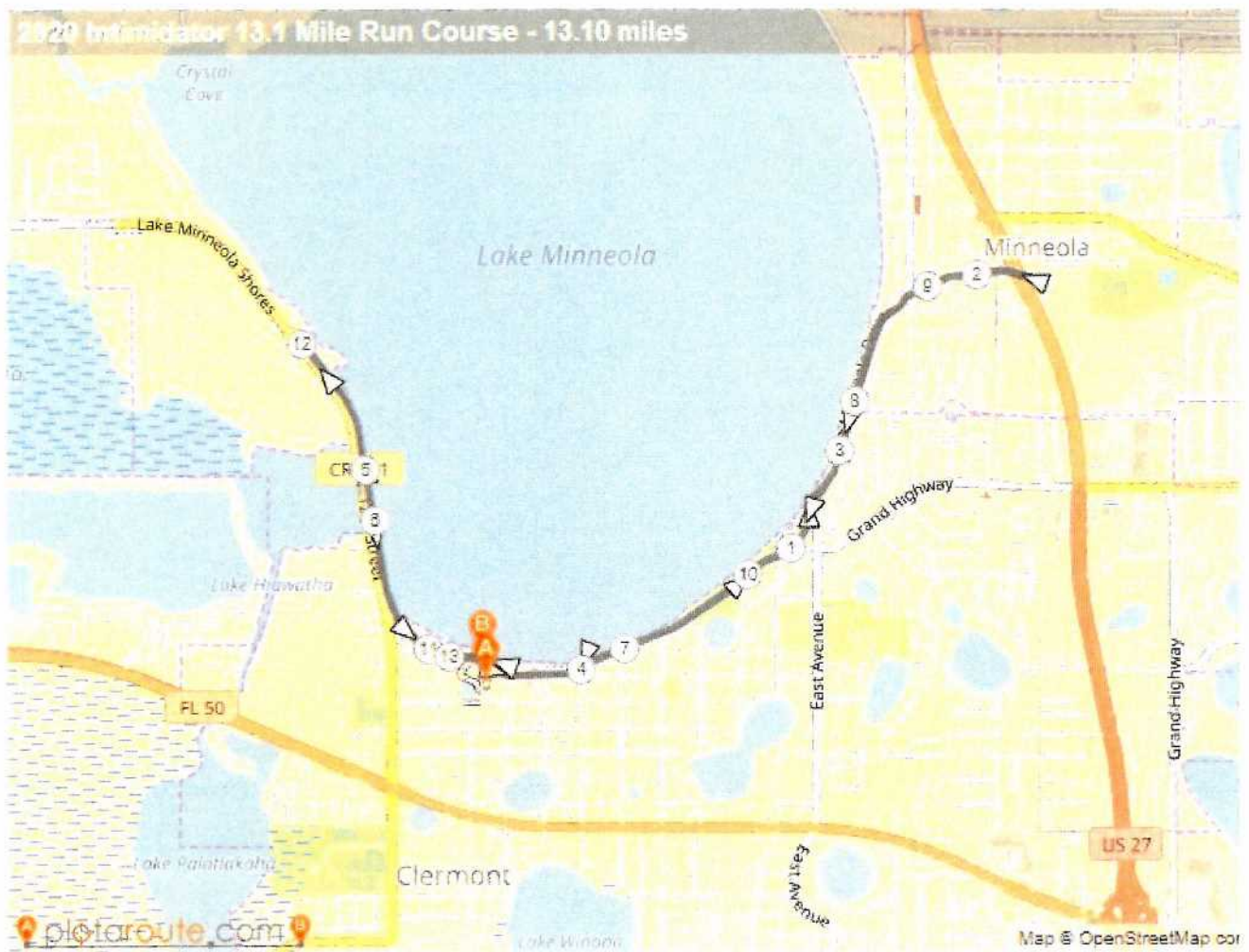
Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



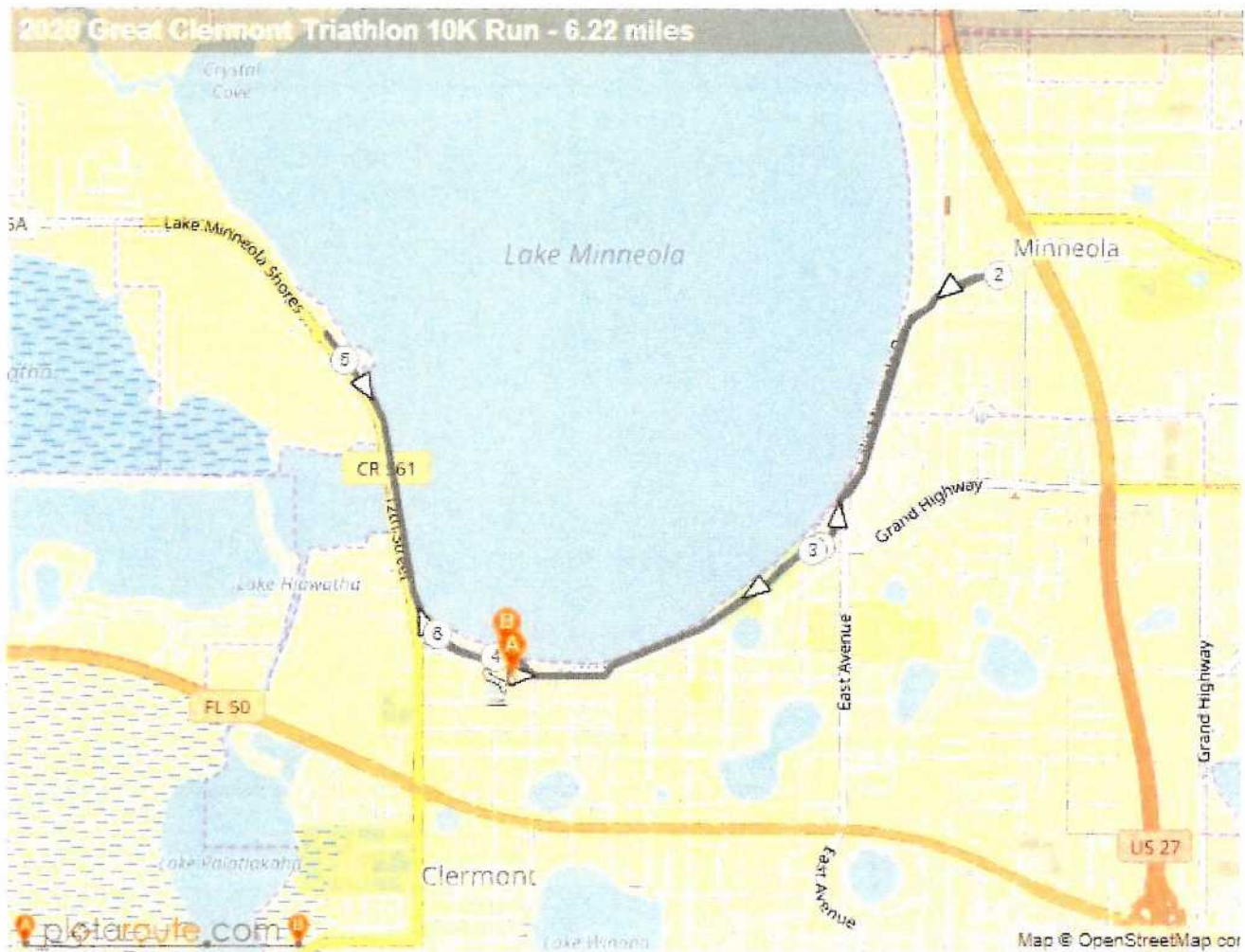
SWIM WAVES

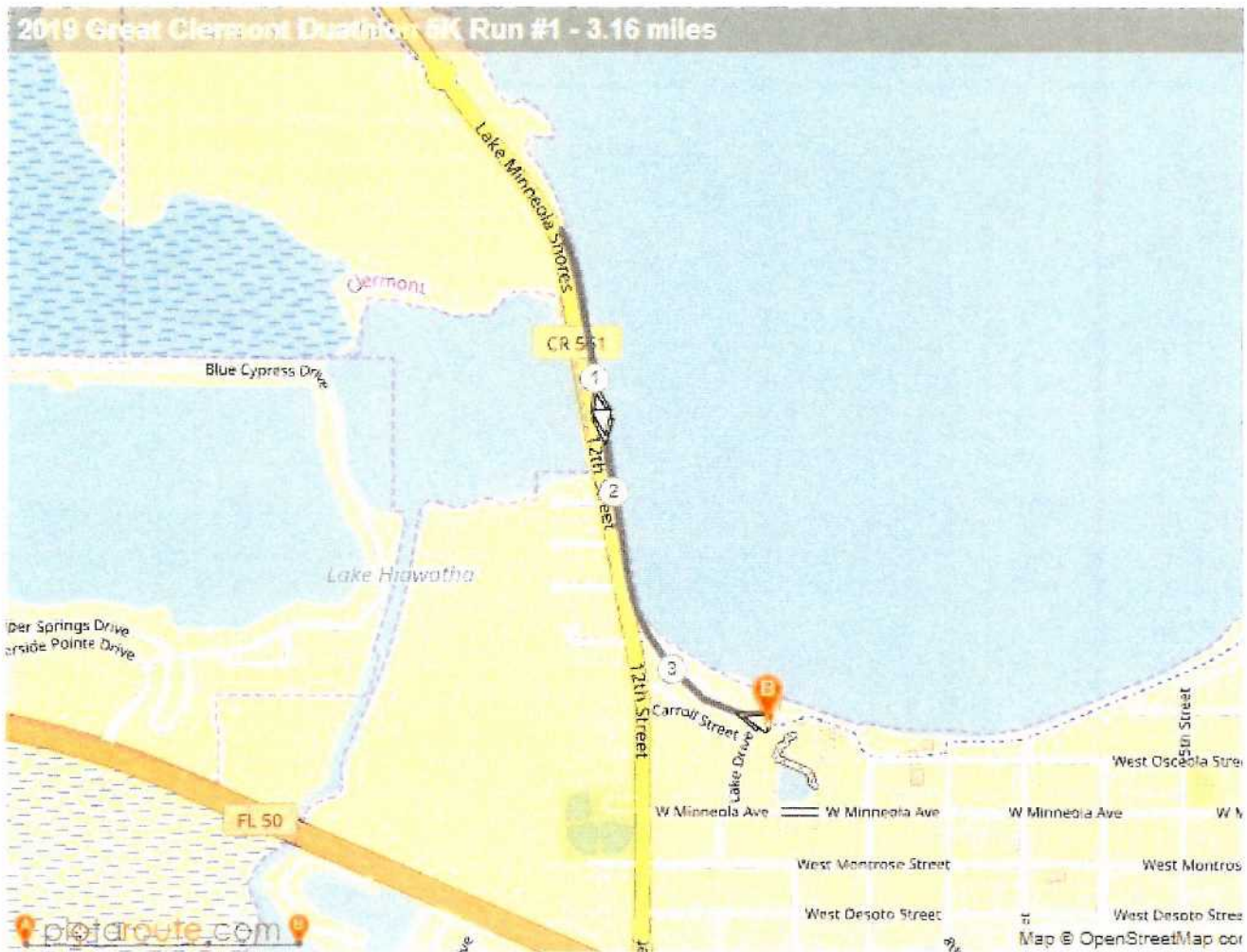
#1	7:20am	GREEN	OPEN MEN & WOMEN
#2	7:23am	WHITE	AGE GROUP MEN: 6-49
#3	7:26am	YELLOW	AGE GROUP MEN: 50 & UP, CLYDESDALE, MALE FAT TIRE MALE AQUA BIKE
#4	7:29am	LT BLUE	AGE GROUP WOMEN 39 & UNDER ATHENA, WOMEN FAT TIRE & AQUA BIKE RELAY TEAMS
#5	7:32am	RED	AGE GROUP WOMEN 40 & OVER FRIENDSHIP & FIRST TIMER

[illegible]











APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Lake Minneola Half Marathon - 10K - 5K
Date(s) of Event March 27, 2021 Estimated Attendance: 700-900
Event Start Time: 7:00am Event End Time: 12:00pm
Before Event Setup Time: Friday 3/26/2021 After Event Cleanup Time: Saturday 3/27, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Half Marathon (13.1 miles), 10K (6.2 miles), 5K (3.1 miles)

Course is a flat and fast run out and back on the south lake trail and alongside portions of Lake Minneola;

Course Support and aid stations will be available for 4 hours, but the finish line will be open until the final participant is finished.

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: Victory Point



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event Lake Minneola Half Marathon - 10K - 5K
Date(s) of Event 3/27/2021 Location Victory Pointe
Event Start Time: 7:00AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Running event hosting half marathon, 10K, and 5K distances. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

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

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

[Signature] 7/31/2020
Applicant Signature Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

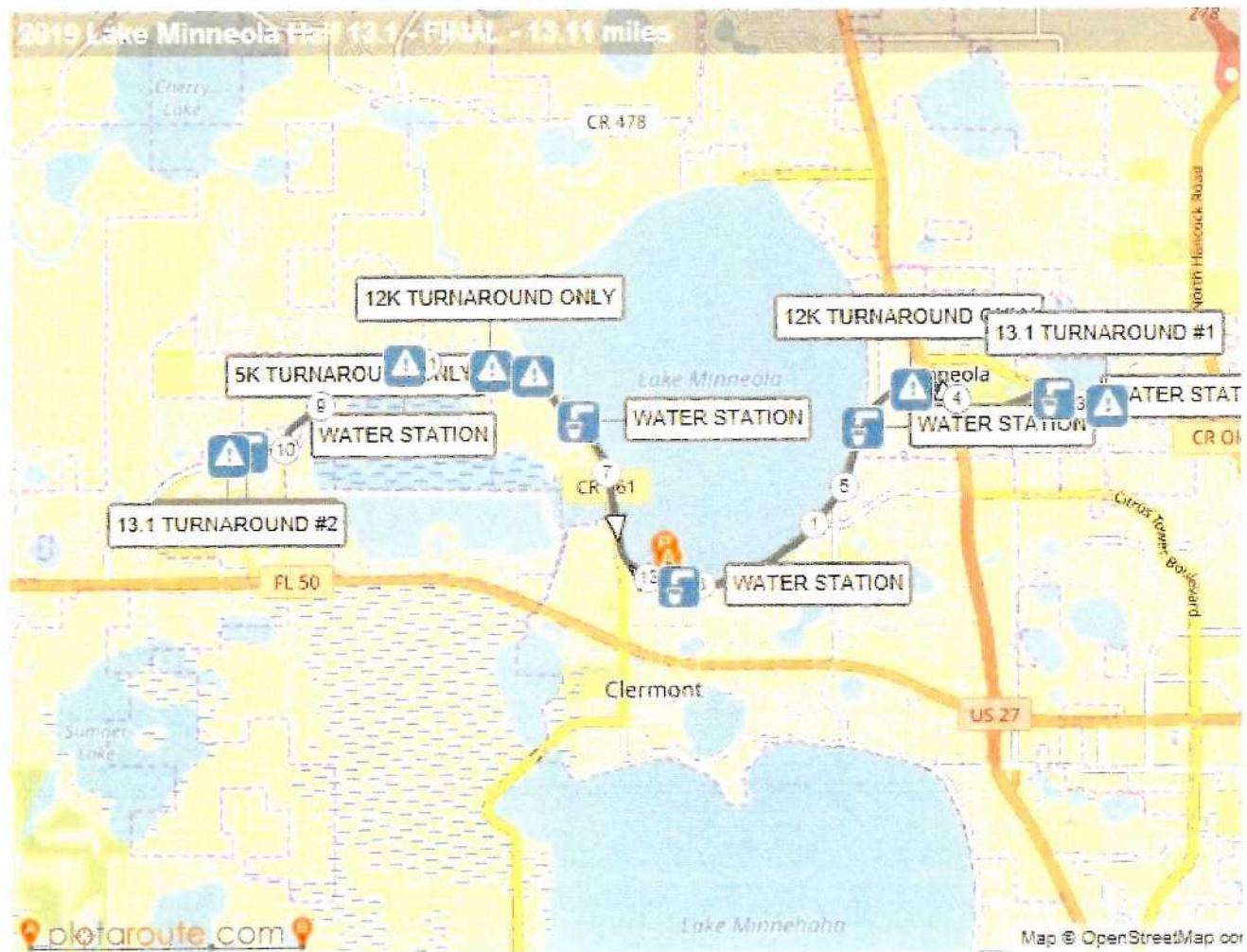
☐ **DENIED** for the following reason(s): _____

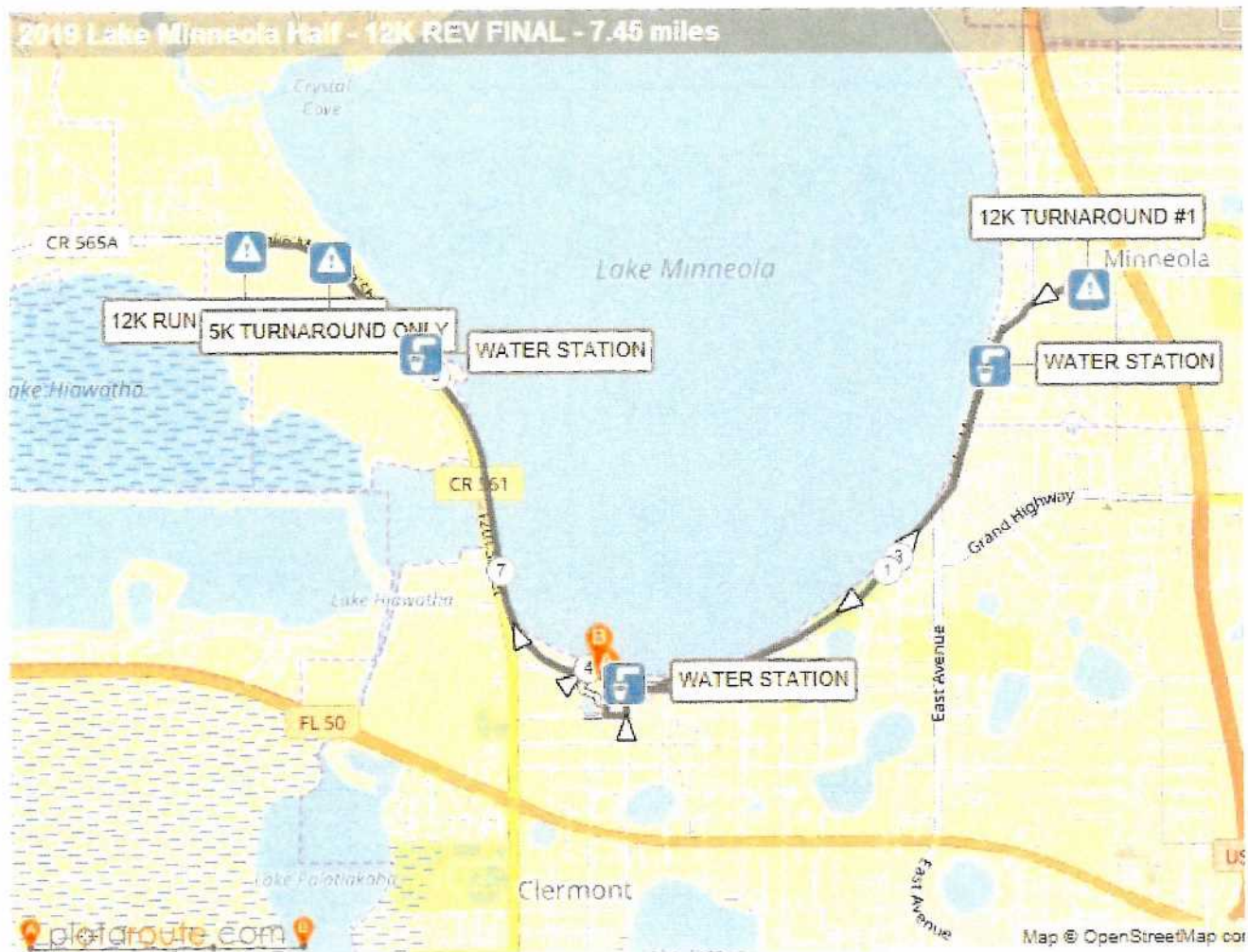
SIGNATURE

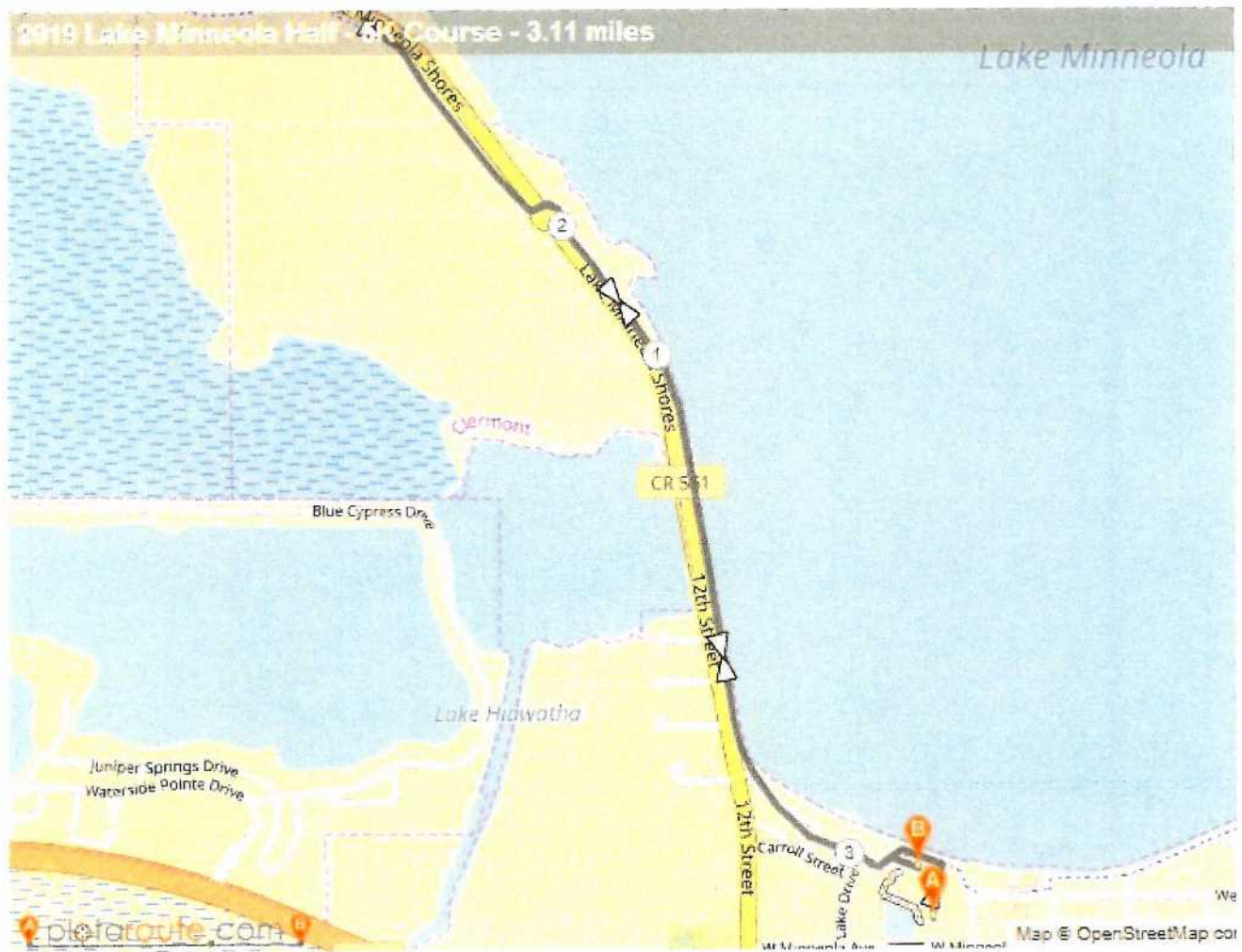
TITLE

DATE

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









APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Earth Day 2 Miler & 5 Miler
Date(s) of Event April 17, 2021 Estimated Attendance: 500-800
Event Start Time: 7:00am Event End Time: 12:00pm
Before Event Setup Time: Friday 4/16/2021 After Event Cleanup Time: Saturday 4/17, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Both the 5 mile and 2 mile courses are out and back on the South Lake Trail.

Setup Friday 4/16/2021 starting at 8am, packet pickup 4pm-7pm at Victory Pointe.

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: Victory Point



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event Earth Day 2 Miler & 5 Miler
Date(s) of Event 4/17/2021 Location Victory Pointe
Event Start Time: 7:00AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Running event hosting 5 mile and 2 mile distances. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

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

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

Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

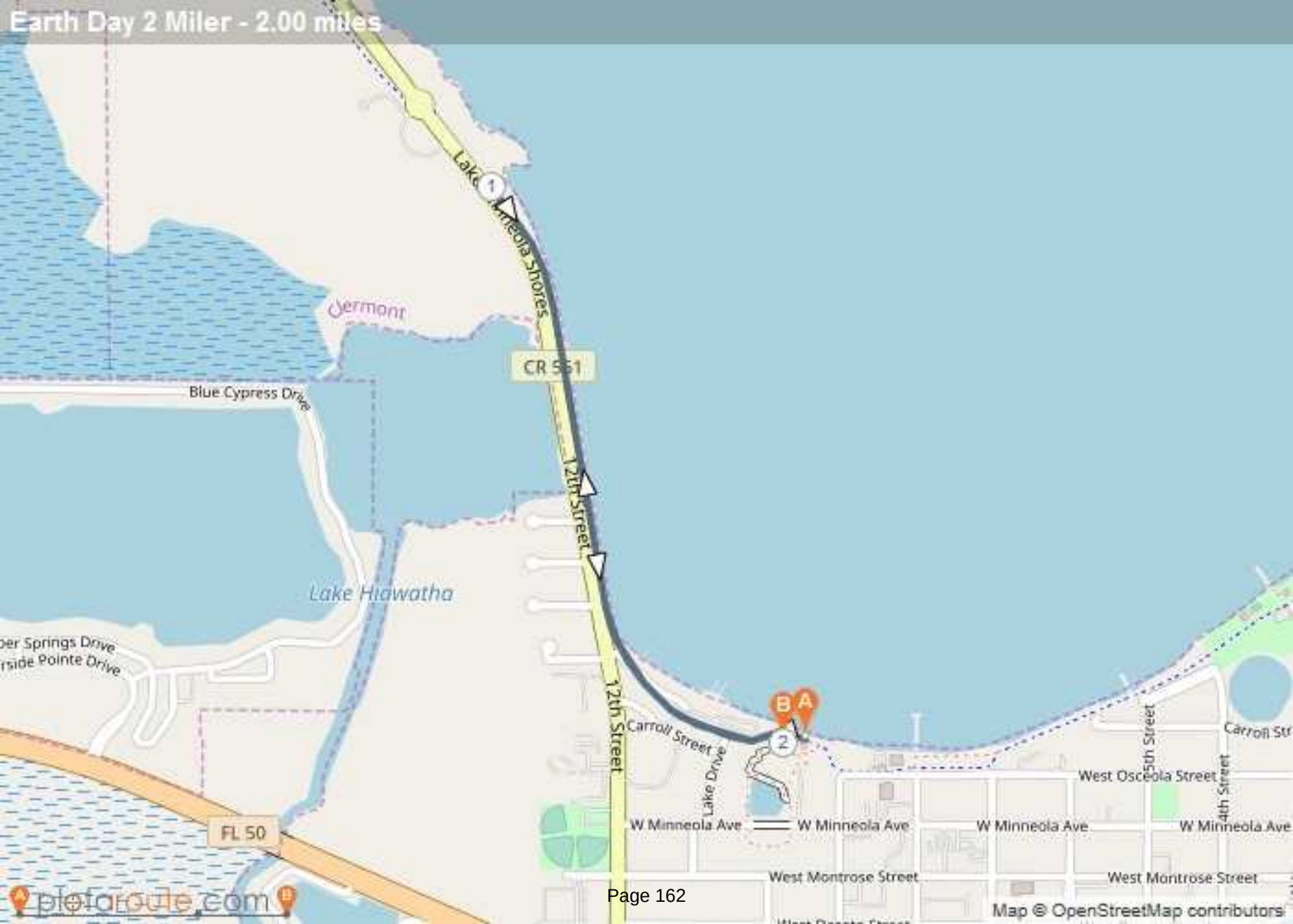
☐ **DENIED** for the following reason(s): _____

SIGNATURE

TITLE

DATE

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



Lake Minneola

Questions

CR 551

Blue Cypress Dr.

Lake Hiawatha

Springs Drive
Le Pointe Drive

placaroute.com

Page 163

Map © OpenStreetMap contributors



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 8/28/2020
Name of Event Lake Minneola Sunset Triathlon & 5K
Date(s) of Event 4/24/2021 Estimated Attendance: 300-500
Event Start Time: 6:30pm Event End Time: 8:30pm
Before Event Setup Time: 9:00am-4:00pm After Event Cleanup Time: 8:00pm-10:00pm
Name of Organization/Applicant Triamerica Foundation/Sommer Sports

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 # 36-4612557
Event Contact Fred Sommer Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Lake Minneola Sunset Triathlon and 5K are evening events that will take place at Waterfront Park.

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: Waterfront Park



CITY OF CLERMONT Alcohol Request Form

Today's Date 8/28/2020
Name of Event Lake Minneola Sunset Triathlon & 5K
Date(s) of Event 08/28/2020 4-24-2021 Location Waterfront Park
Event Start Time: 6:30pm Event End Time: 8:30pm
Name of Organization/Applicant TriAmerica Foundation Inc.
Email info@sommersports.com
Day Phone 352-988-9485 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Fun evening triathlon and 5K run.
Fun evening triathlon and 5K run.

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

What is your beverage containment area? Barricaded area near the finish line

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer**? _____

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

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

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

Applicant Signature

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

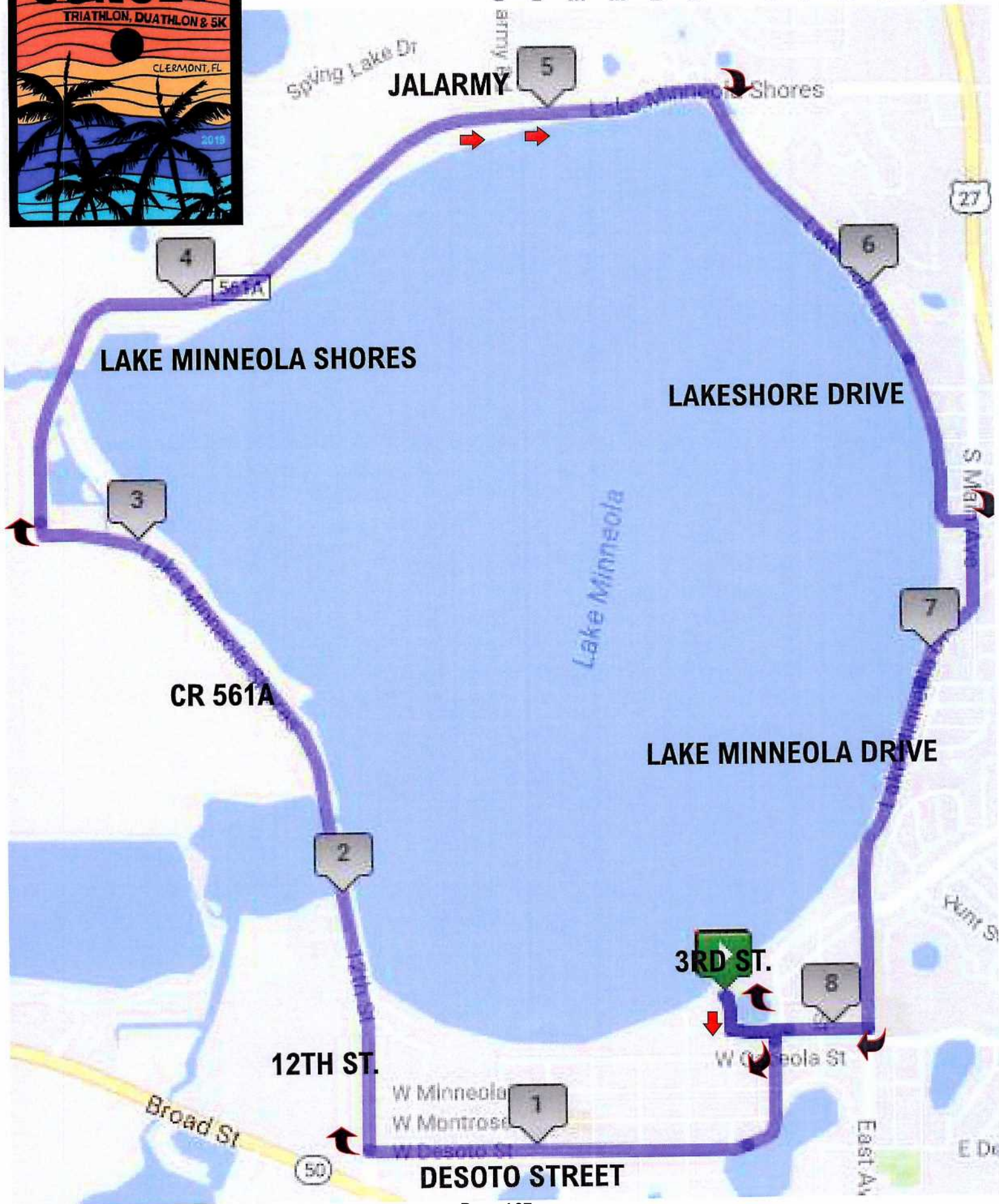
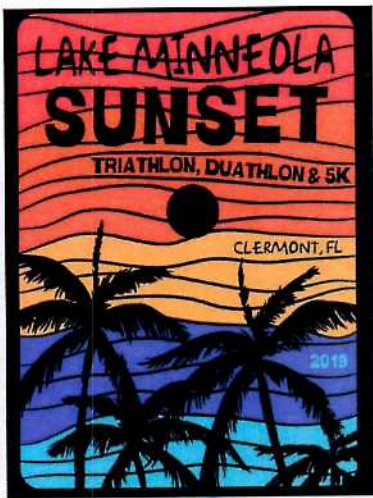
DATE

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



SWIM WAVES

#1	7:20am	GREEN	OPEN MEN & WOMEN
#2	7:23am	WHITE	AGE GROUP MEN: 6-49
#3	7:26am	YELLOW	AGE GROUP MEN: 50 & UP, CLYDESDALE, MALE FAT TIRE MALE AQUA BIKE
#4	7:29am	LT BLUE	AGE GROUP WOMEN 39 & UNDER ATHENA, WOMEN FAT TIRE & AQUA BIKE RELAY TEAMS
#5	7:32am	RED	AGE GROUP WOMEN 40 & OVER FRIENDSHIP & FIRST TIMER



5K Run Course

The 5K Run Course is an out and back course, run completely on the South Lake Trail. Runners start by running to the west (left on the trail).





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Girlz on Fire Triathlon & 5K
Date(s) of Event May 8, 2021 Estimated Attendance: 800
Event Start Time: 7:30am Event End Time: 12:00pm
Before Event Setup Time: Friday 5/7/2021 After Event Cleanup Time: Saturday 5/8, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will be on Friday 5/7 starting at 8am. Packet pickup will be 4-7pm.

Saturday 5/8, athletes will begin arriving at the venue at 5:30am. Distances include a sprint tri & 5K run.

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: WATERFRONT PARK



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event Girlz on Fire Triathlon & 5K
Date(s) of Event 5/8/2021 Location ~~Veterans Pointe~~ Waterfront Park
Event Start Time: 5:30AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Womens-only event hosting a sprint triathlon, duathlon, and aqua bike as well as a 5K. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

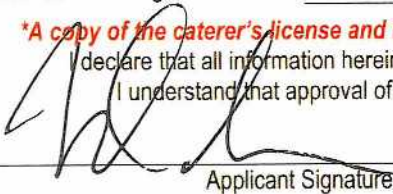
Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

*I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.*


Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

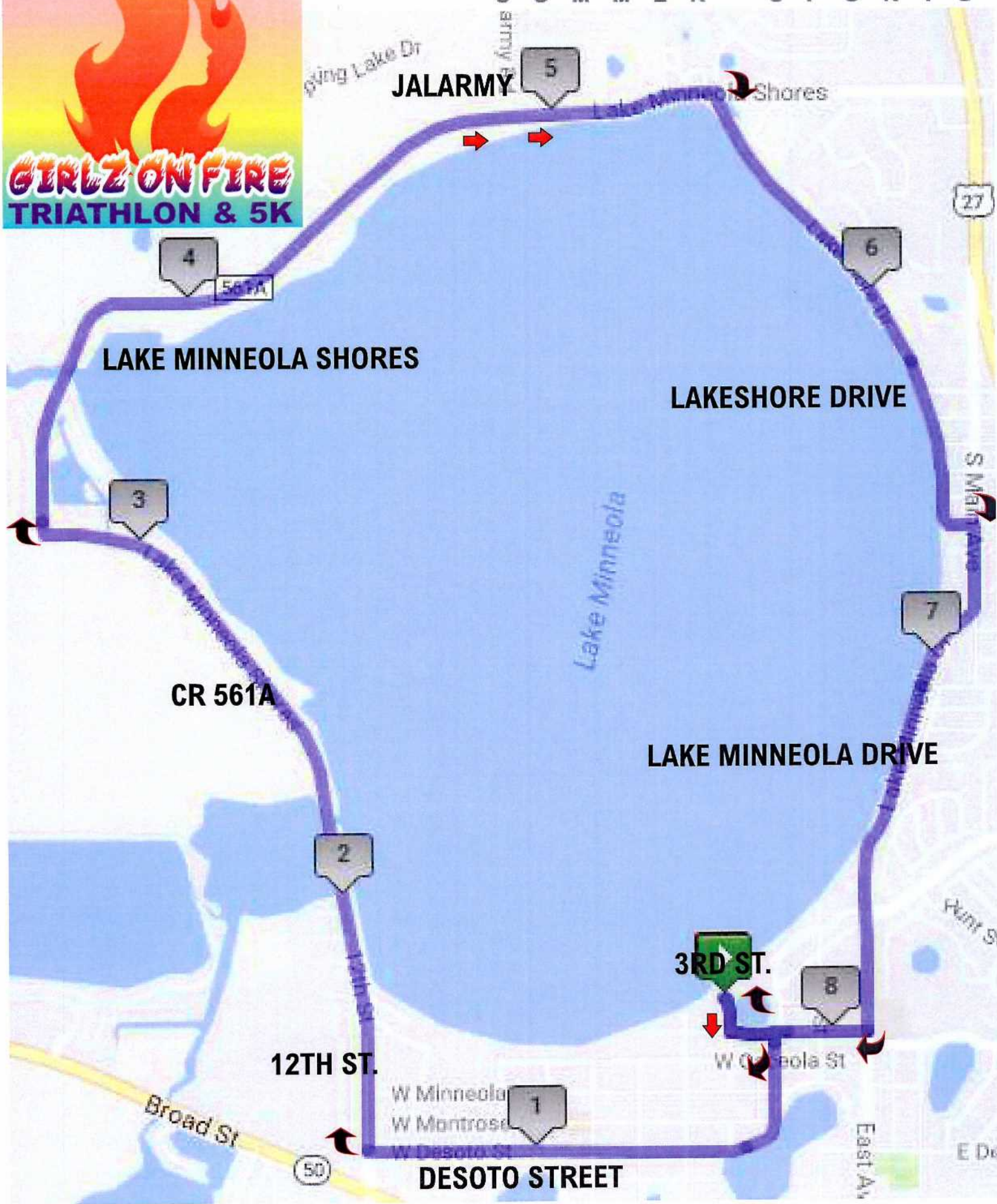
DATE

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



SWIM WAVES

#1	7:20am	GREEN	OPEN WOMEN
#2	7:23am	WHITE	AGE GROUP WOMEN 39 & UNDER
#3	7:26am	YELLOW	ATHENA, WOMEN FAT TIRE & AQUA BIKE RELAY TEAMS
#4	7:29am	LT BLUE	AGE GROUP WOMEN 40 & OVER FRIENDSHIP & FIRST TIMER



5K Run Course

The 5K Run Course is an out and back course, run completely on the South Lake Trail. Runners start by running to the west (left on the trail).



BE INSPIRING
S O M M E R S P O R T S



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event 36th Annual Cool Sommer Mornings Triathlon/5K Series #1
Date(s) of Event June 5, 2021 Estimated Attendance: 800-1000
Event Start Time: 7am Event End Time: 12:00pm
Before Event Setup Time: Thursday 6/3/2021 After Event Cleanup Time: Saturday 6/5, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will be on Thursday 6/3 starting at 8am. Packet pickup will be Friday 6/4, 4-7pm in the Highlander Building.

Saturday 6/5, athletes will begin arriving at the venue at 5:30am with a start at 7am.

Events include a Super Fun Mini Sprint, Sprint, and International Triathlons, a Sprint Duathlon, an International Aqua Bike, and a 5K.

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: Waterfront Park



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event 36th Annual Cool Sommer Morning Triathlon/5K Series #1
Date(s) of Event 6/5/2021 Location Waterfront Park
Event Start Time: 7:00AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Events include a super fun mini sprint, sprint, and international triathlons, a sprint duathlon, an International Aqua Bike, and a 5K. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

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

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

Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

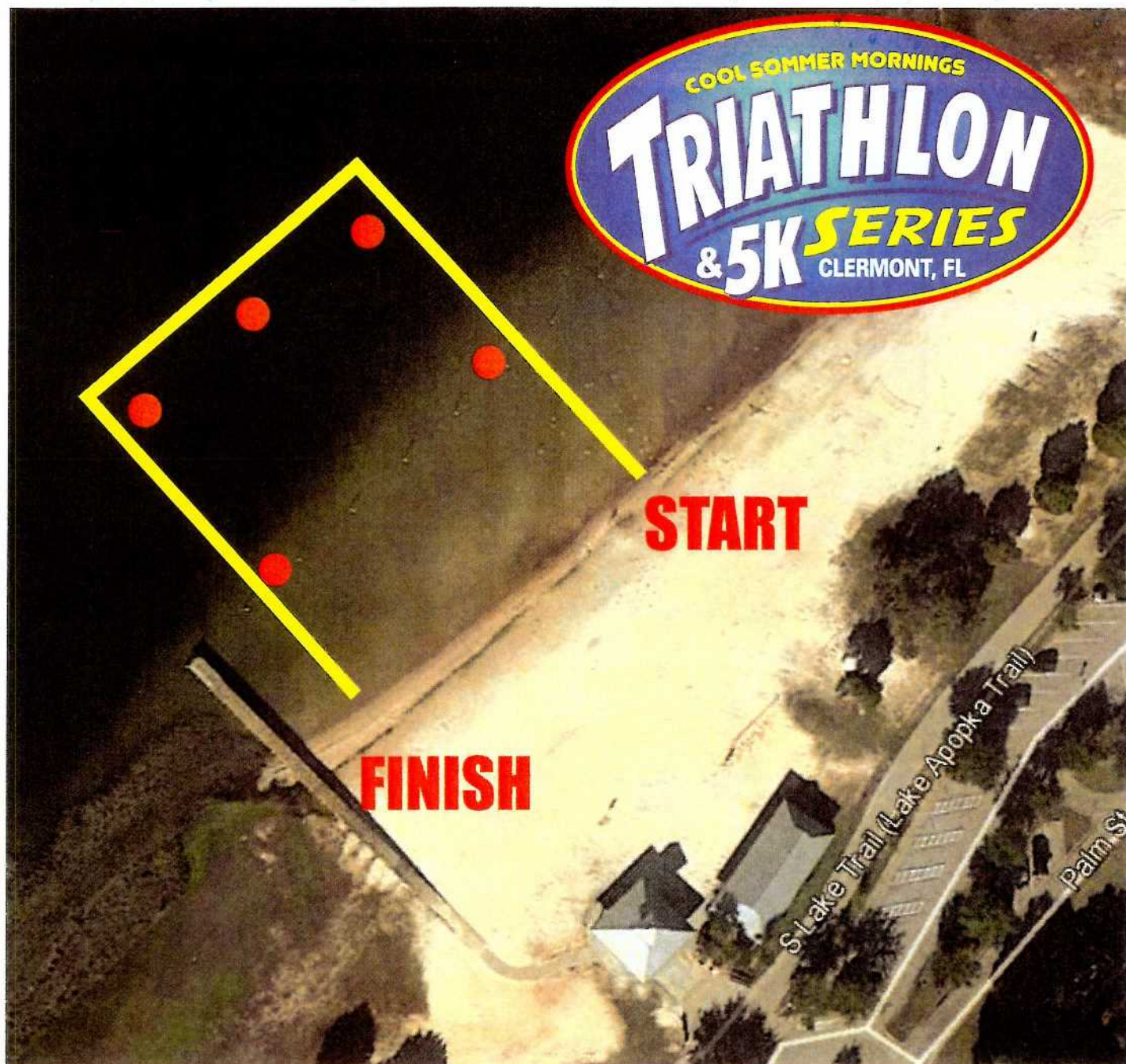
☐ **DENIED** for the following reason(s): _____

SIGNATURE

TITLE

DATE

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



**SWIM START INFORMATION WILL BE PROVIDED
PRIOR TO THE RACE. WE ARE CURRENTLY
WORKING TO INCORPORATE SOCIAL DISTANCING
INTO ALL SEGMENTS OF THE RACE.**

Pin
Share
More

Cool Sommer Mornings

11 Mile Bike Course

By Cool Sommer Mornings Series

10.8 mi
+ 419 ft
5.9 %

00:00
- 422 ft
-5.7 %

Send to Device

The 11 mile bike course for the Sommer Sports Cool Sommer Mornings Triathlon-Duathlon-Aquabike Series Details at [CoolSommerSeries.com](#)

Clermont, FL Public (1188 views)
Created May 27, 2020 Updated Jun 3, 2020

Cuesheet

Turn right onto Palm St	0.0 mi
Turn right onto 3rd St	0.0 mi
Continue onto Crystal Lake Dr	0.4 mi
Continue onto W Desoto St	0.5 mi
Turn right onto 12th St	1.4 mi

Show Full Cuesheet









APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event TriKidz #1
Date(s) of Event June 19, 2021 Estimated Attendance: 100
Event Start Time: 7:30am Event End Time: 12pm
Before Event Setup Time: Friday 6/18/2021 After Event Cleanup Time: Saturday 6/19/2021 at 12pm
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will start Friday 6/18. Packet pickup will be Saturday 6am-7:15.

Saturday 6/19, kids & their families will begin arriving at the venue at 6am with a start at 7:30am.

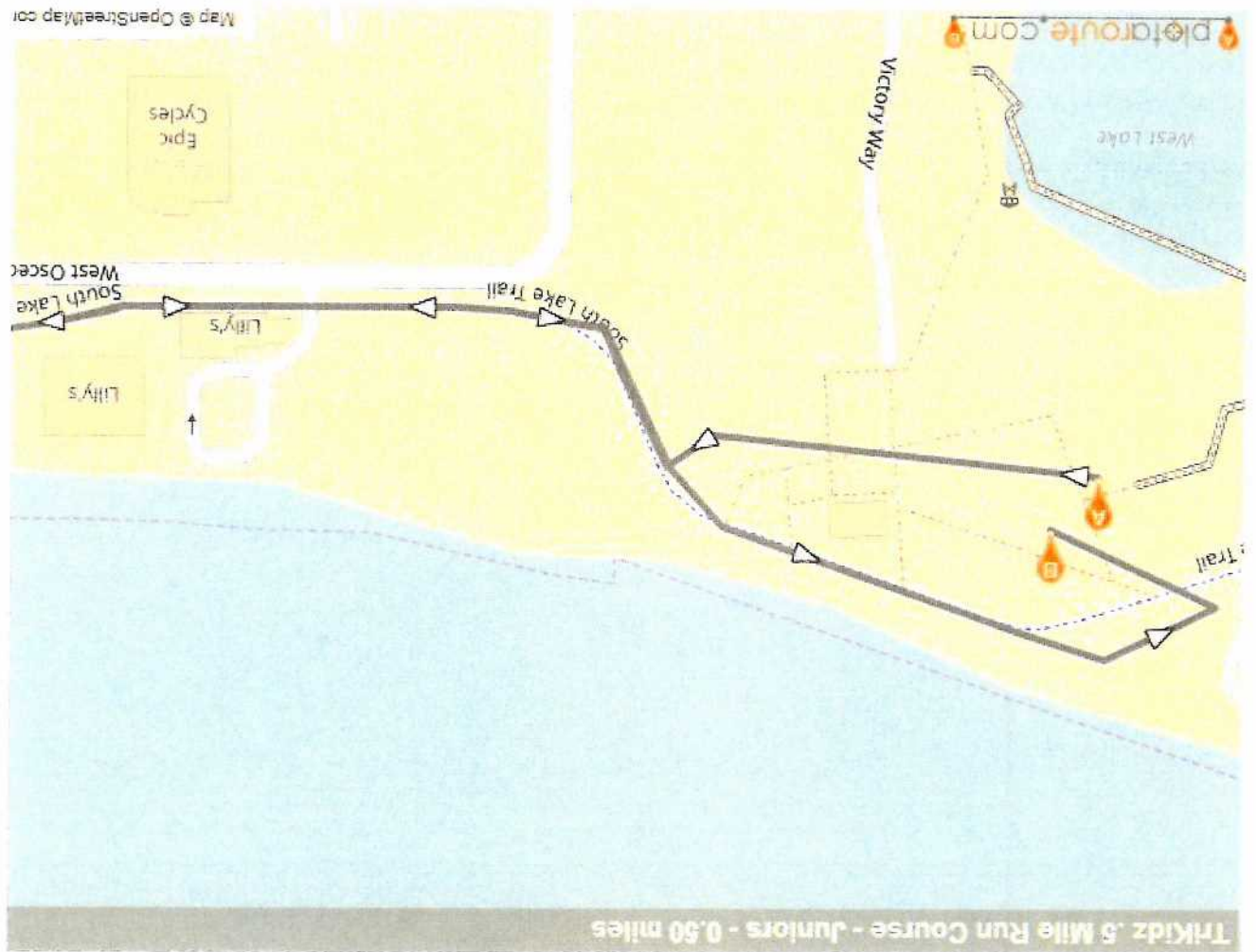
This event is for kids only ages 6-14.

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

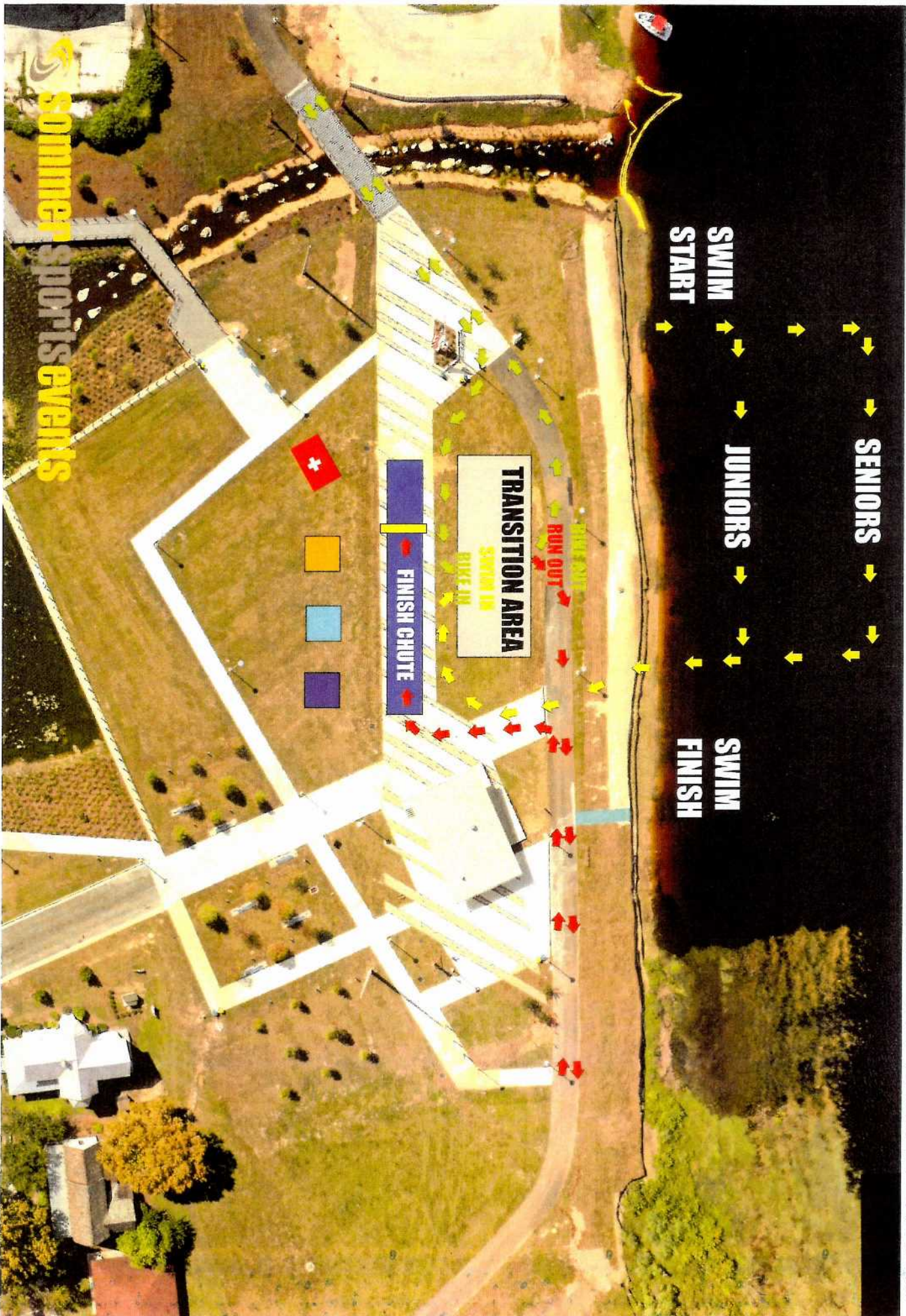
Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Victory Pointe





TRIKIDZ TRIATHLON - SWIM COURSE AND TRANSITIONS





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event 36th Annual Cool Sommer Mornings Triathlon/5K Series #2
Date(s) of Event July 10, 2021 Estimated Attendance: 800-1000
Event Start Time: 7am Event End Time: 12:00pm
Before Event Setup Time: Thursday 7/8/2021 After Event Cleanup Time: Saturday 7/10, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will be on Thursday 7/8 starting at 8am. Packet pickup will be Friday 7/9, 4-7pm in the Highlander Building.

Saturday 7/10, athletes will begin arriving at the venue at 5:30am with a start at 7am.

Events include a Super Fun Mini Sprint, Sprint, and International Triathlons, a Sprint Duathlon, an International Aqua Bike, and a 5K.

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: Waterfront Park



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event 36th Annual Cool Sommer Morning Triathlon/5K Series #2
Date(s) of Event 7/10/2021 Location Waterfront Park
Event Start Time: 7:00AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Events include a super fun mini sprint, sprint, and international triathlons, a sprint duathlon, an International Aqua Bike, and a 5K. All participants over the age of 21 will receive a complimentary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

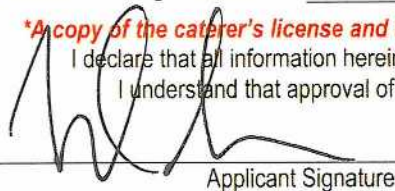
Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

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

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


Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

DATE

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



**SWIM START INFORMATION WILL BE PROVIDED
PRIOR TO THE RACE. WE ARE CURRENTLY
WORKING TO INCORPORATE SOCIAL DISTANCING
INTO ALL SEGMENTS OF THE RACE.**

Pin
Share
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Cool Summer Mornings

11 Mile Bike Course

By [Cool Summer Mornings Series](#)

10.8 mi
419 ft
5.9 %
00:00
422 ft
-5.7 %



The 11 mile bike course for the Summer Sports Cool Summer Mornings Triathlon-Duathlon-Aquabike Series. Details at [CoolSummerBikes.com](#)

Clermont, FL
Public (11.88 v ams)
Created May 27, 2020
Updated Jun 3, 2020

Cuesheet

- Turn right onto Palm St 0.0 mi
- Turn right onto 3rd St 0.0 mi
- Continue onto Crystal Lake Dr 0.4 mi
- Continue onto W Desoto St 0.5 mi
- Turn right onto 12th St 1.4 mi

[Open Full Cuesheet](#)



Pin

Share

More

8.4 mile Super Fun Sprint Bike Course

By Cool Summer Mornings Series

8.4 mi

231 ft

6.5 %

00:00

234 ft

-4.5 %

Event by Google

1

The 8.4 mile Super Fun Sprint Bike course for Summer Sports Cool Summer Mornings Triathlon Series. Event details at

[CoolSummerMornings.com](#)

Clermont, FL

Public (197 views)

Created May 27, 2020

Updated May 27, 2020

Cuesheet

- Turn right onto Palm St 0.0 mi
 - Turn right onto 3rd St 0.0 mi
 - Continue onto Crystal Lake Dr 0.4 mi
 - Continue onto W Desoto St 0.5 mi
 - Continue onto Lake Minneola Shores 2.2 mi
- Show Full Cuesheet







APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event TriKidz #2
Date(s) of Event July 17, 2021 Estimated Attendance: 100
Event Start Time: 7:30am Event End Time: 12pm
Before Event Setup Time: Friday 7/16/2021 After Event Cleanup Time: Saturday 7/17/2021 at 12pm
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will start Friday 7/16. Packet pickup will be Saturday 6am-7:15.

Saturday 7/17, kids & their families will begin arriving at the venue at 6am with a start at 7:30am.

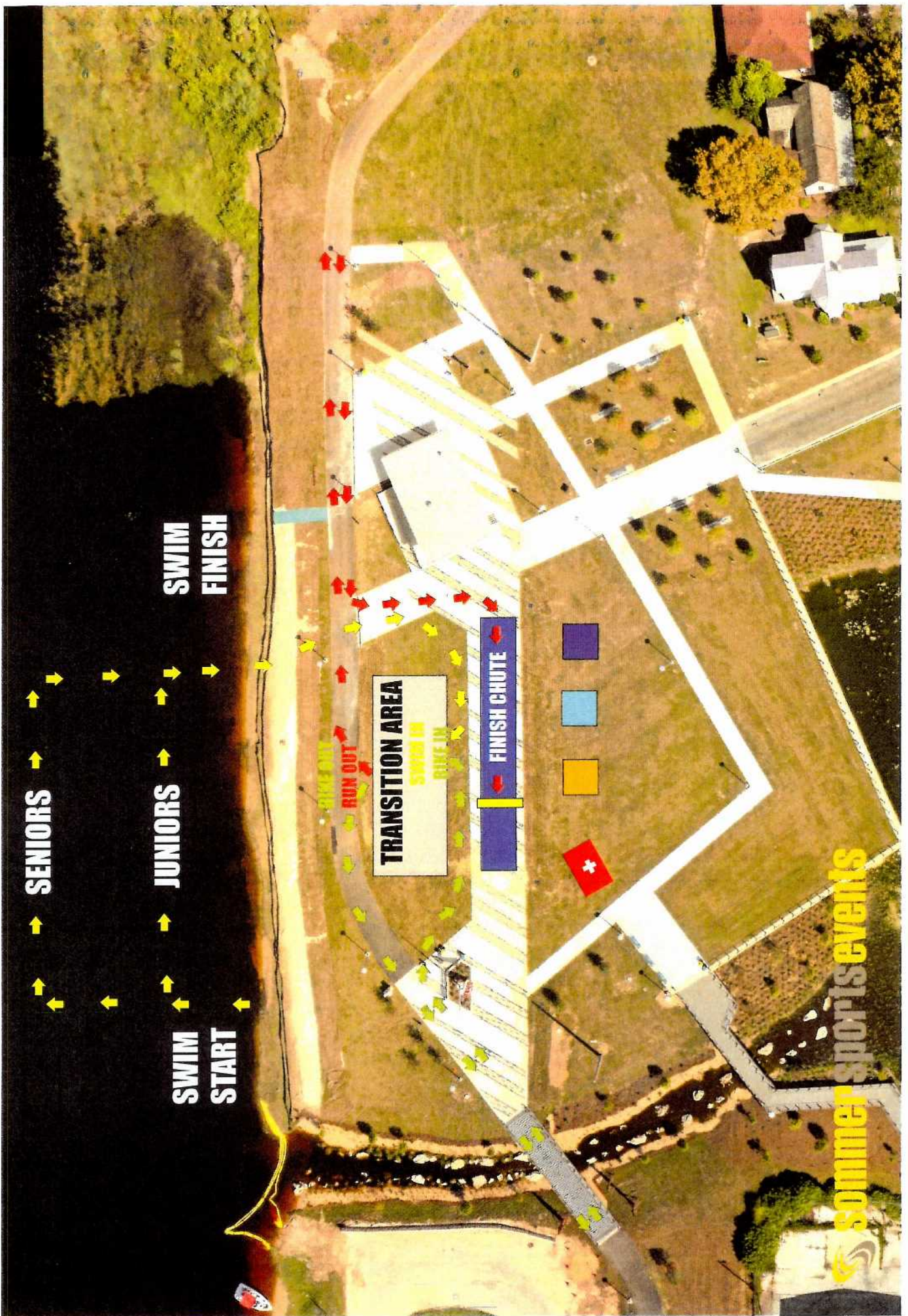
This event is for kids only ages 6-14.

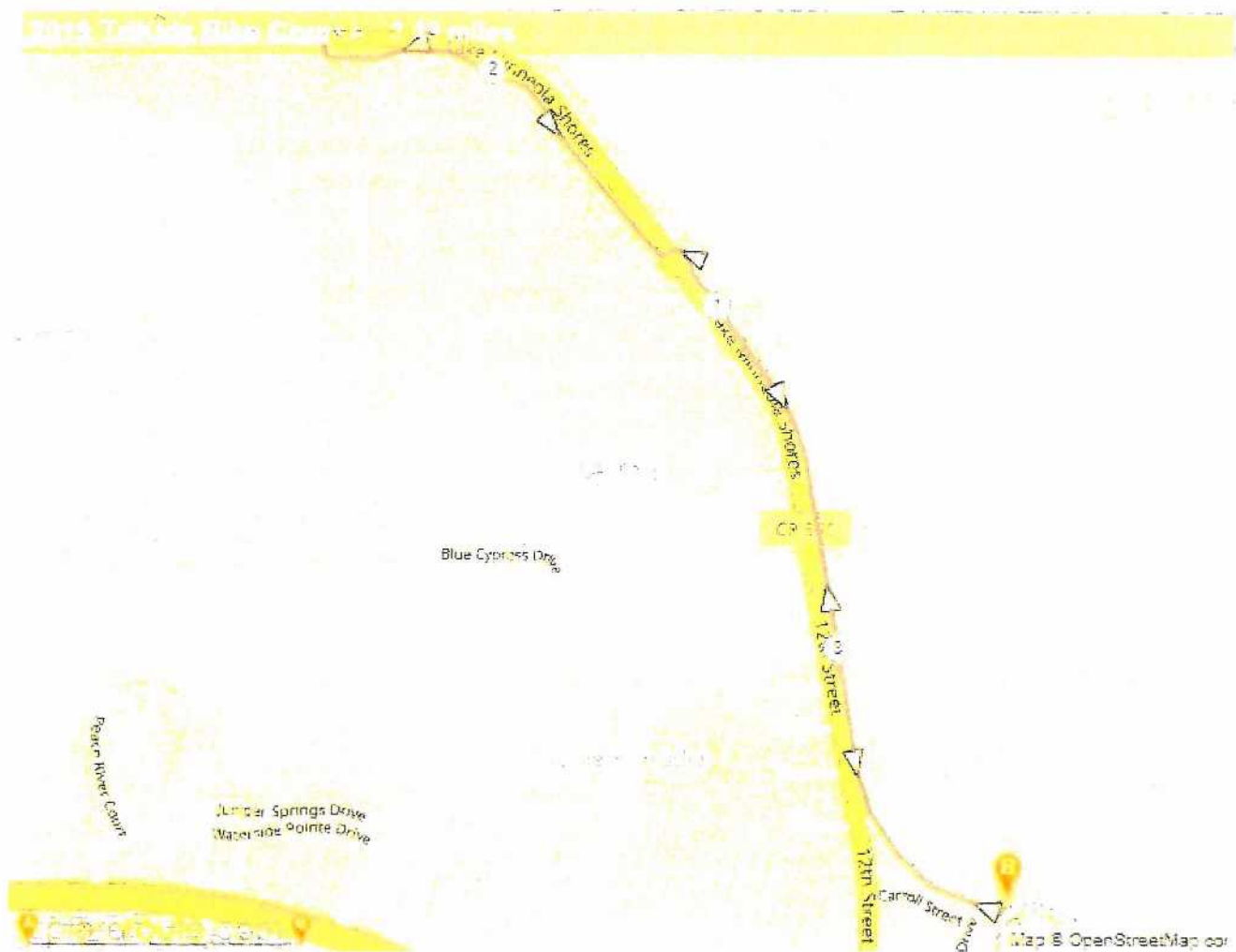
Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☐ Map 2 ☐ Map 3

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

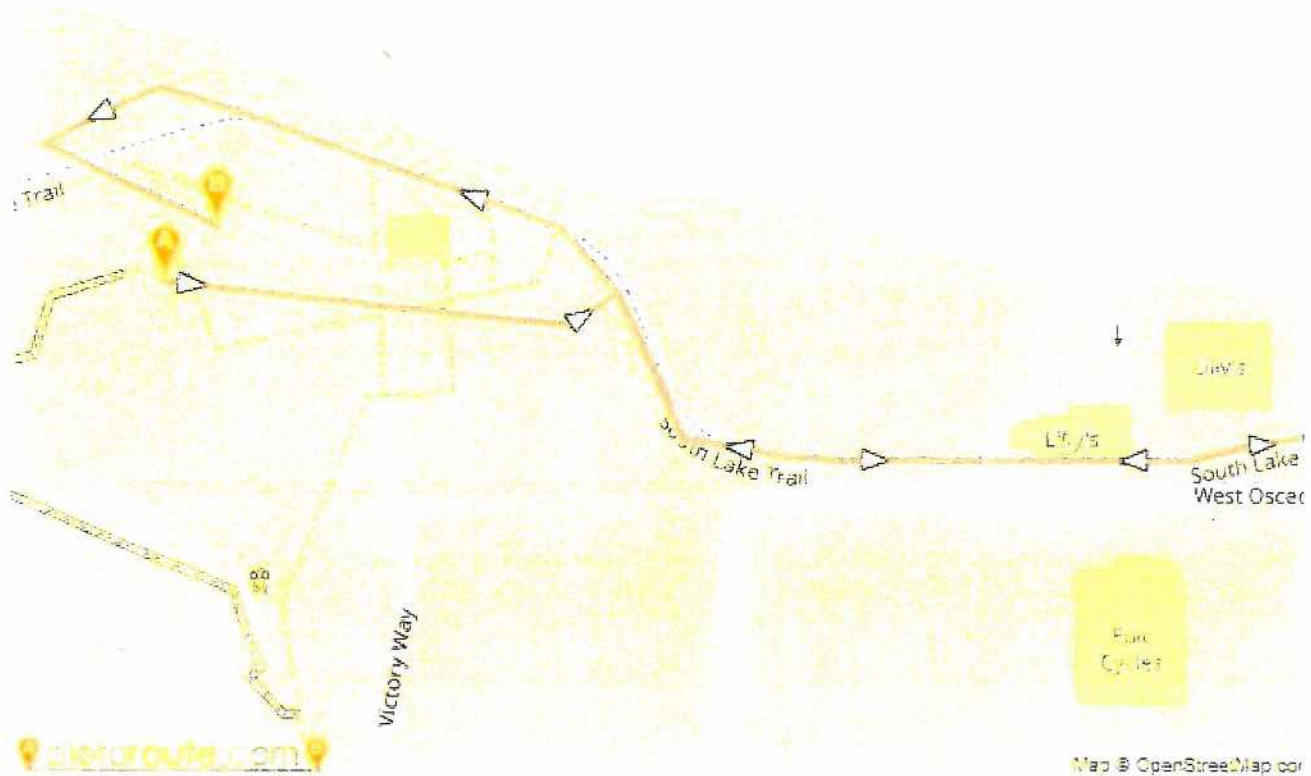
Other Location: Victory Pointe

TRIKIDZ TRIATHLON - SWIM COURSE AND TRANSITIONS

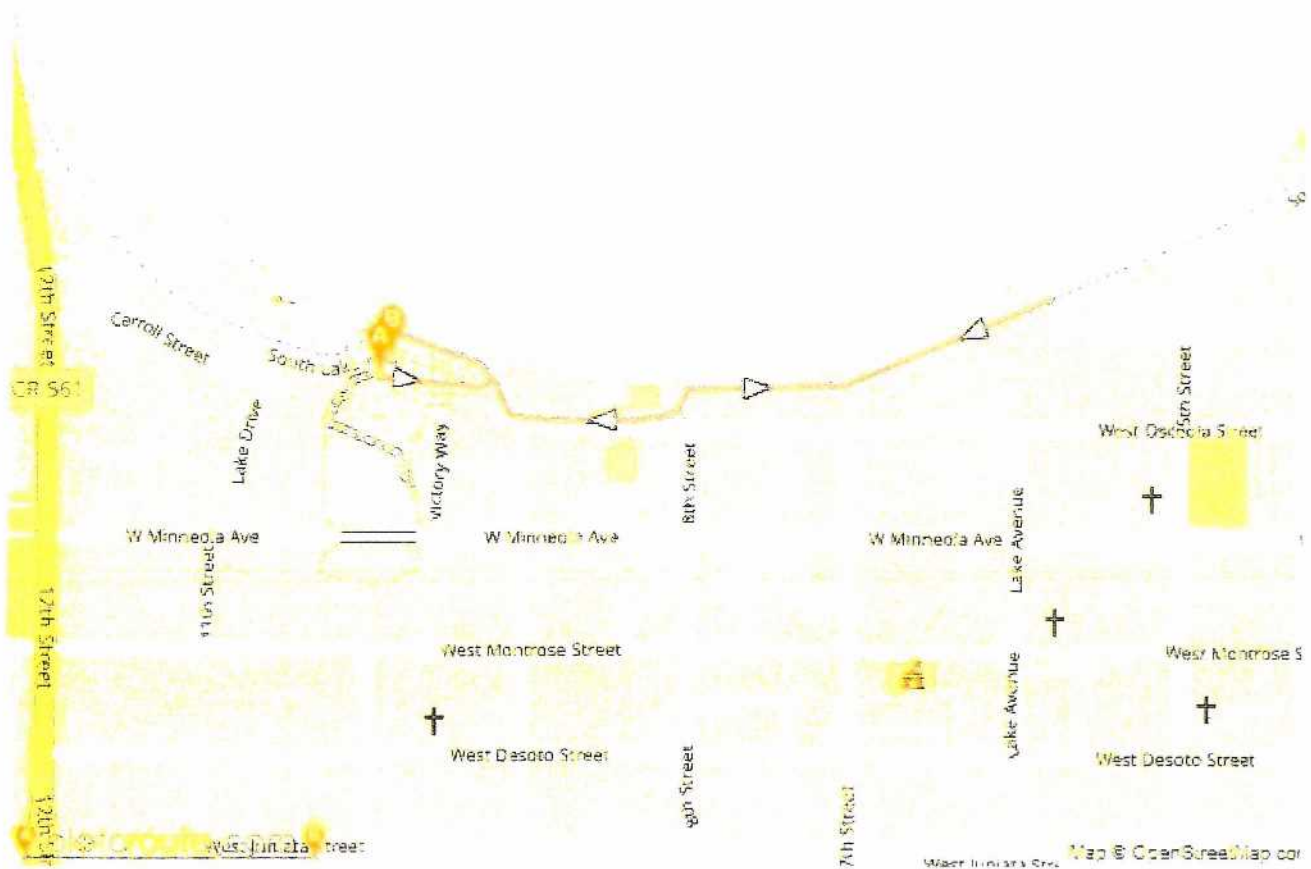




Trail: 5 Mile Run Course - Adults - 0.50 miles



Trakitz 1 Mile Run - Sensors - 1.02 miles





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event 36th Annual Cool Sommer Mornings Triathlon/5K Series #3
Date(s) of Event August 14, 2021 Estimated Attendance: 800-1000
Event Start Time: 7am Event End Time: 12:00pm
Before Event Setup Time: Thursday 8/12/2021 After Event Cleanup Time: Saturday 8/14, 12pm on
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will be on Thursday 8/12 starting at 8am. Packet pickup will be Friday 8/13, 4-7pm in the Highlander Building.

Saturday 8/14, athletes will begin arriving at the venue at 5:30am with a start at 7am.

Events include a Super Fun Mini Sprint, Sprint, and International Triathlons, a Sprint Duathlon, an International Aqua Bike, and a 5K.

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: Waterfront Park



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event 36th Annual Cool Sommer Morning Triathlon/5K Series #3
Date(s) of Event 8/14/2021 Location Waterfront Park
Event Start Time: 7:00AM Event End Time: 12:00PM
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Events include a super fun mini sprint, sprint, and international triathlons, a sprint duathlon, an International Aqua Bike, and a 5K. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

DATE

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



**SWIM START INFORMATION WILL BE PROVIDED
PRIOR TO THE RACE. WE ARE CURRENTLY
WORKING TO INCORPORATE SOCIAL DISTANCING
INTO ALL SEGMENTS OF THE RACE.**

Pin

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Cool Summer Mornings

11 Mile Bike Course

By [Cool Summer Mornings Series](#)

10.8 mi

419 ft

5.9 %

00:00

422 ft

-5.7 %

Download

The 11 mile bike course for the Summer Sports Cool Summer Mornings Triathlon-Duathlon-Aquabike Series Details at [CoolSummerMornings.com](#)

Clermont, FL Public (1188 views)
Created May 27 2020 Updated Jun 3 2020

- ### Cuesheet
- | | |
|-------------------------------|--------|
| Turn right onto Palm St | 0.0 mi |
| Turn right onto 3rd St | 0.0 mi |
| Continue onto Crystal Lake Dr | 0.4 mi |
| Continue onto W Desoto St | 0.5 mi |
| Turn right onto 12th St | 1.4 mi |
- [Show Full Cuesheet](#)



Pin
Share
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8.4 mile Super Fun Sprint Bike Course

By **Coast Sports & Wellness Series**

8.4 mi
231 ft
6.5 mi

00:00
234 ft
-4.5 mi

[Send to Device](#)

The 8.4 mile Super Fun Sprint Bike course for Summer Sports Co's Summer Mornings Triathlon Series. Event details at [Go to Event Details](#)

Clearmont FL
Public (197 views)

Created May 27, 2020
Updated May 27, 2020

Cuesheet

Turn right onto Palm St	0.0 mi
Turn right onto 3rd St	0.0 mi
Continue onto Crystal Lake Dr	0.4 mi
Continue onto W Desoto St	0.5 mi
Continue onto Lake Minneola Shores	2.2 mi

[Show Full Cuesheet](#)





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event 31st Annual Great Floridian Triathlon
Date(s) of Event October 23, 2021 Estimated Attendance: 800-1000
Event Start Time: 10/23 at 7am Event End Time: 10/24 at 2am
Before Event Setup Time: Wednesday 10/20/2021 After Event Cleanup Time: Sunday 10/24/2021
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will start Wednesday 10/20 at 8am. Packet pickup will be Friday 10/22, 10am-8pm.

Saturday 10/23, athletes will begin arriving at the venue at 5:30am with a start at 7am, and the course will close at 2am on 10/24.

Events include a Full 140.6 Triathlon/Aqua Bike/Duathlon, along with 1/3 and 2/3 distances, and a Sprint Triathlon.

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: Race start will be at Waterfront Park, with race end at Victory Pointe



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event 31st Annual Great Floridian Triathlon
Date(s) of Event 10/23/2021 Location Victory Pointe -Waterfront Park
Event Start Time: 7:00AM Event End Time: 10/24/21 at 2am
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Events include a full 140.6 Triathlon/Duathlon/Aqua Bike, along with 1/3 and 2/3 distances and a sprint Triathlon. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

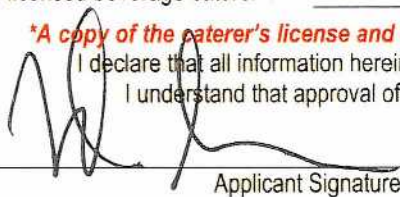
Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

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

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


Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

DATE

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

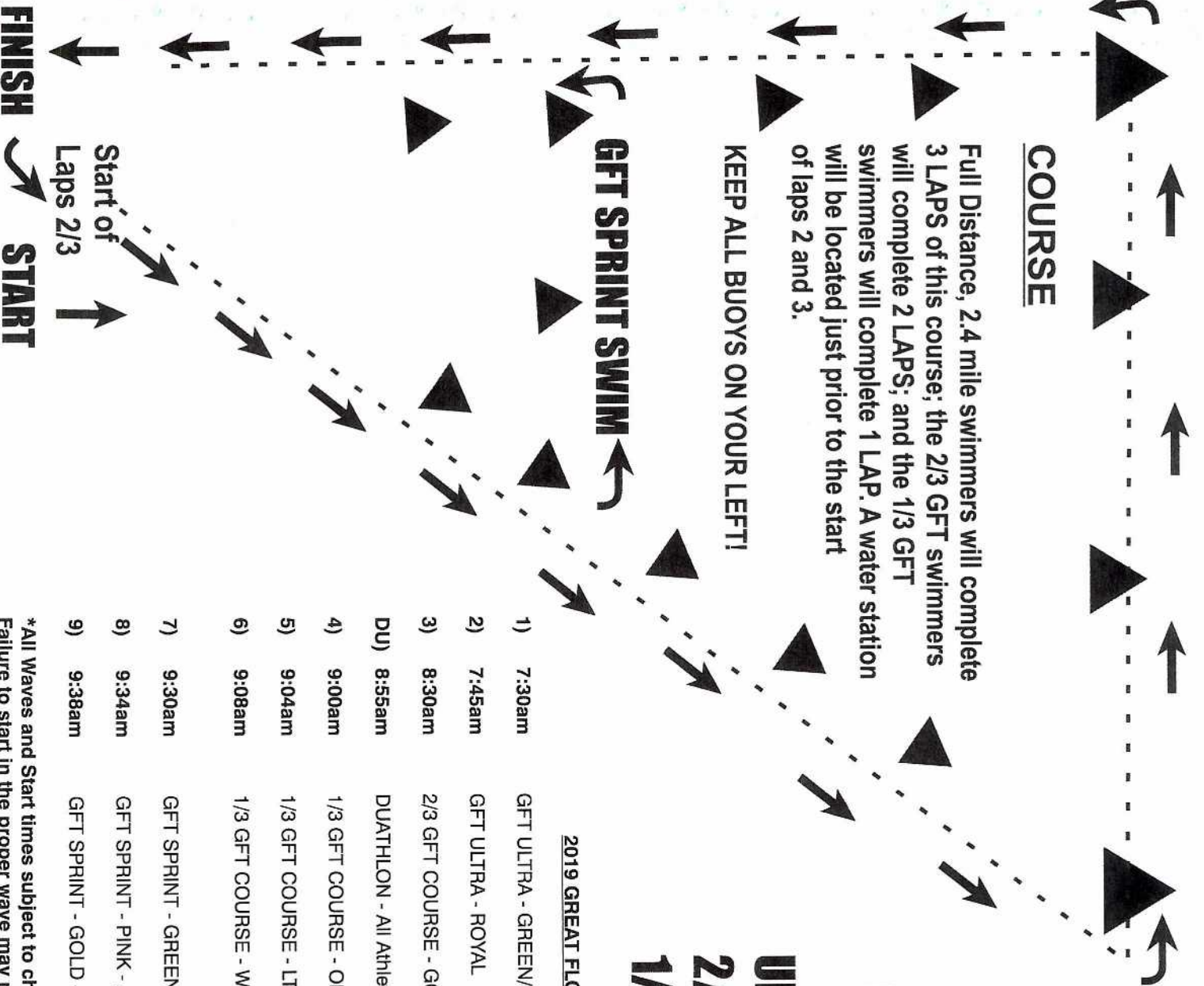


COURSE

Full Distance, 2.4 mile swimmers will complete 3 LAPS of this course; the 2/3 GFT swimmers will complete 2 LAPS; and the 1/3 GFT swimmers will complete 1 LAP. A water station will be located just prior to the start of laps 2 and 3.

KEEP ALL BUOYS ON YOUR LEFT!

GFT SPRINT SWIM



.8 MILE SWIM COURSE

ULTRA - 3 LAPS - 2.4 miles
2/3 - 2 LAPS - 1.6 miles
1/3 - 1 LAP - .8 miles

2019 GREAT FLORIDIAN TRIATHLON WAVE STARTS*

1)	7:30am	GFT ULTRA - GREEN/PINK - All Individual Men & Women
2)	7:45am	GFT ULTRA - ROYAL - Relay Teams, Aqua Bike, 2.4 Open Water Swimmers
3)	8:30am	2/3 GFT COURSE - GOLD - All Participants including Swim, Aqua Bike & Teams
DU)	8:55am	DUATHLON - All Athletes
4)	9:00am	1/3 GFT COURSE - ORANGE - All Individual Women, Athenas, Female Military,
5)	9:04am	1/3 GFT COURSE - LT BLUE - All Individual Men 49 & Under & Male Military,
6)	9:08am	1/3 GFT COURSE - WHITE - All Individual Men 50 & Over and Clydesdales - All 1/3 GFT Aqua Bike Participants, 1/3 GFT Teams
7)	9:30am	GFT SPRINT - GREEN - All Individual Men
8)	9:34am	GFT SPRINT - PINK - All Individual Women
9)	9:38am	GFT SPRINT - GOLD - Friendship Wave

*All Waves and Start times subject to change.
 Failure to start in the proper wave may result in disqualification!



SommerSports.com

GREAT FLORIDIAN 26.2 MILE RUN COURSE



The entire run course is on the South Lake - Lake Minneola Scenic Trail. All runners start by heading east on the trail, turning around just prior to Forestwood Drive. Runners then head west, running past Victory Pointe to the western turnaround in Lake Hiawatha Preserve. Runners then return to 8th Street where they either turn right on 8th head towards the finish line, or stay on the trail to start laps 2 or 3. **IMPORTANT:** 1/3 Distance Runners complete one lap of this course, 2/3 Distance completes 2 laps, and Full Distance, 26.2 mile Runners complete 3 laps of the course.

Pin Share

More

2/3 Great Floridian Triathlon 76 mile Bike Course

By **Swimmer Sports**

76.6 mi + 4,353 ft 9.2 %
00:00 - 4,348 ft -8.1 %

Save to Device

Clermont, FL Public (GB4 view)
Created Sep 14, 2019 Updated Sep 14, 2019

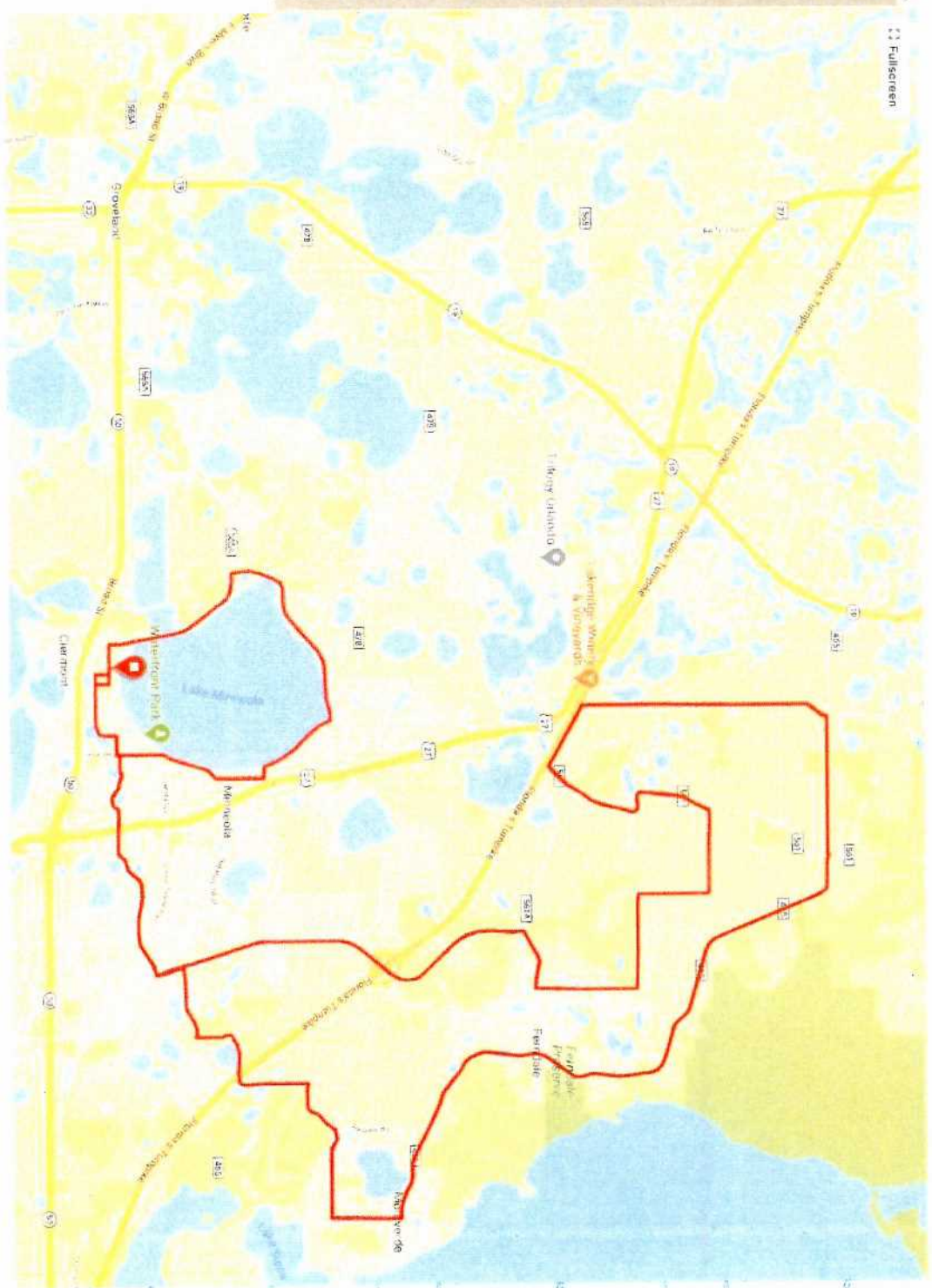
Cuesheet

- Turn right onto W Minnesota Ave 0.0 mi
- Turn right onto 12th St 0.3 mi
- Continue onto Lake Minnesota Shores 0.9 mi
- Turn right to stay on Lake Minnesota 2.0 mi
- Turn right onto Lake Drive 4.1 mi

Show Full Cuesheet

Segments

- EB-Ridgewood Hill 95 ft 4.7%
- 0.4 mi
- EB-Ridgewood Hill



GREAT FLORIDIAN 9 MILE RUN COURSE



The entire run course is on the South Lake - Lake Minneola Scenic Trail. All runners start by heading east on the trail, turning around just prior to Forestwood Drive. Runners then head west, running past Victory Pointe to the western turnaround in Lake Hiawatha Preserve. Runners then return to 8th Street where they either turn right on 8th to head towards the finish line, or stay on the trail to start laps 2 or 3. **IMPORTANT:** 1/3 Distance Runners complete one lap of this course, 2/3 Distance completes 2 laps, and Full Distance, 26.2 mile Runners complete 3 laps of the course.

Floridian Sprint 8 Mile Bike

By **Sprinter Sports**

8.1 mi + 222 ft 7.0 %
 00:00 - 214 ft -4.3 %

Send to Device

The 8 mile bike course for the Floridian Sprint Triathlon at Clermont Victory Pointe

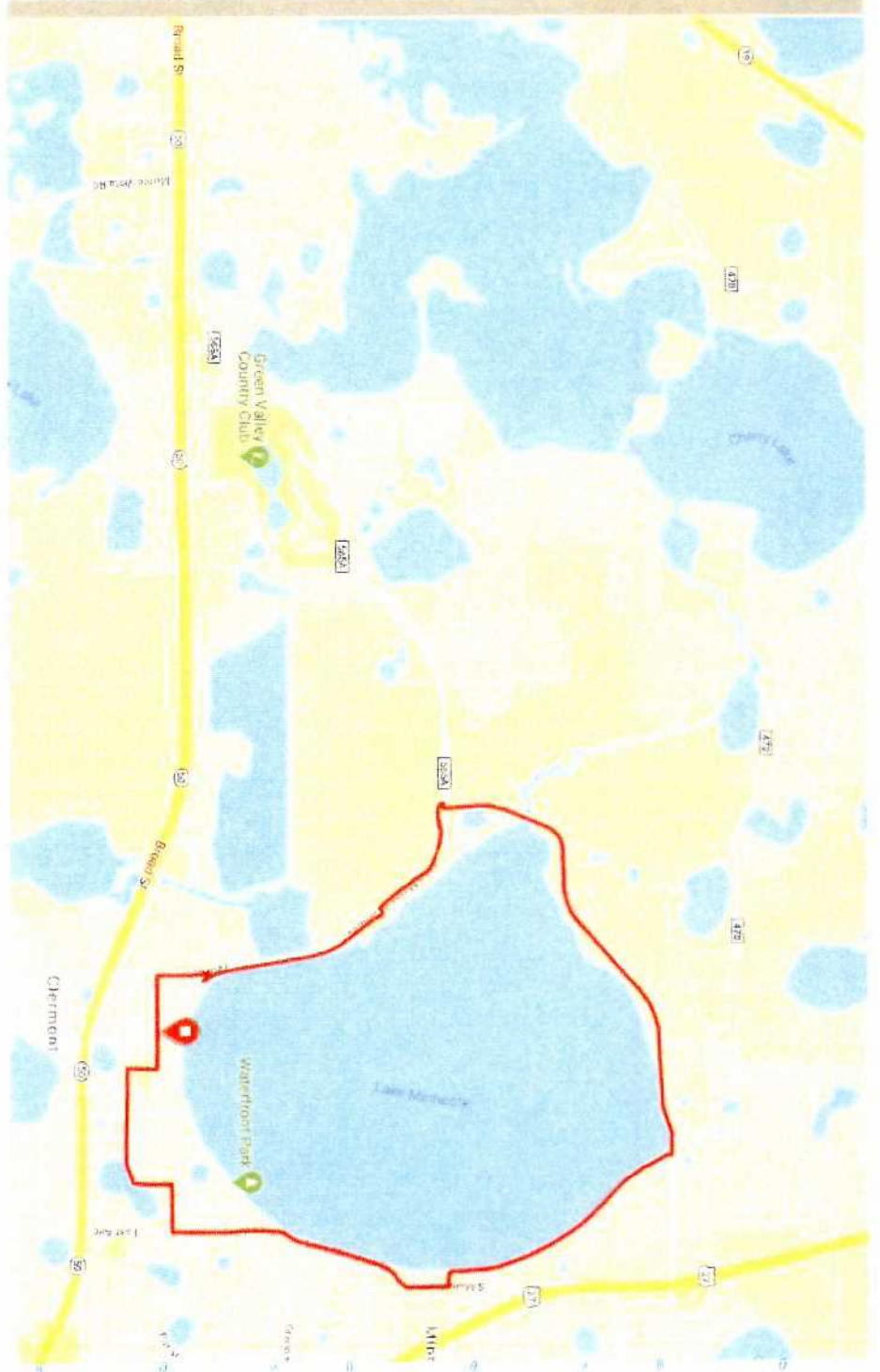
Clermont, FL Public (437 views)
 Created Aug 23, 2019 Updated Aug 23, 2019

Cuesheet

- Turn right onto W Minneola Ave 0.0 mi
- Turn right onto 12th St 0.3 mi
- Turn right onto Lake Minneola Dr 0.5 mi
- Sharp left onto S Lake Trail (Lake A 0.6 mi
- Turn right onto County Rd 565A 2.1 mi

Street Full Cuesheet

Comments



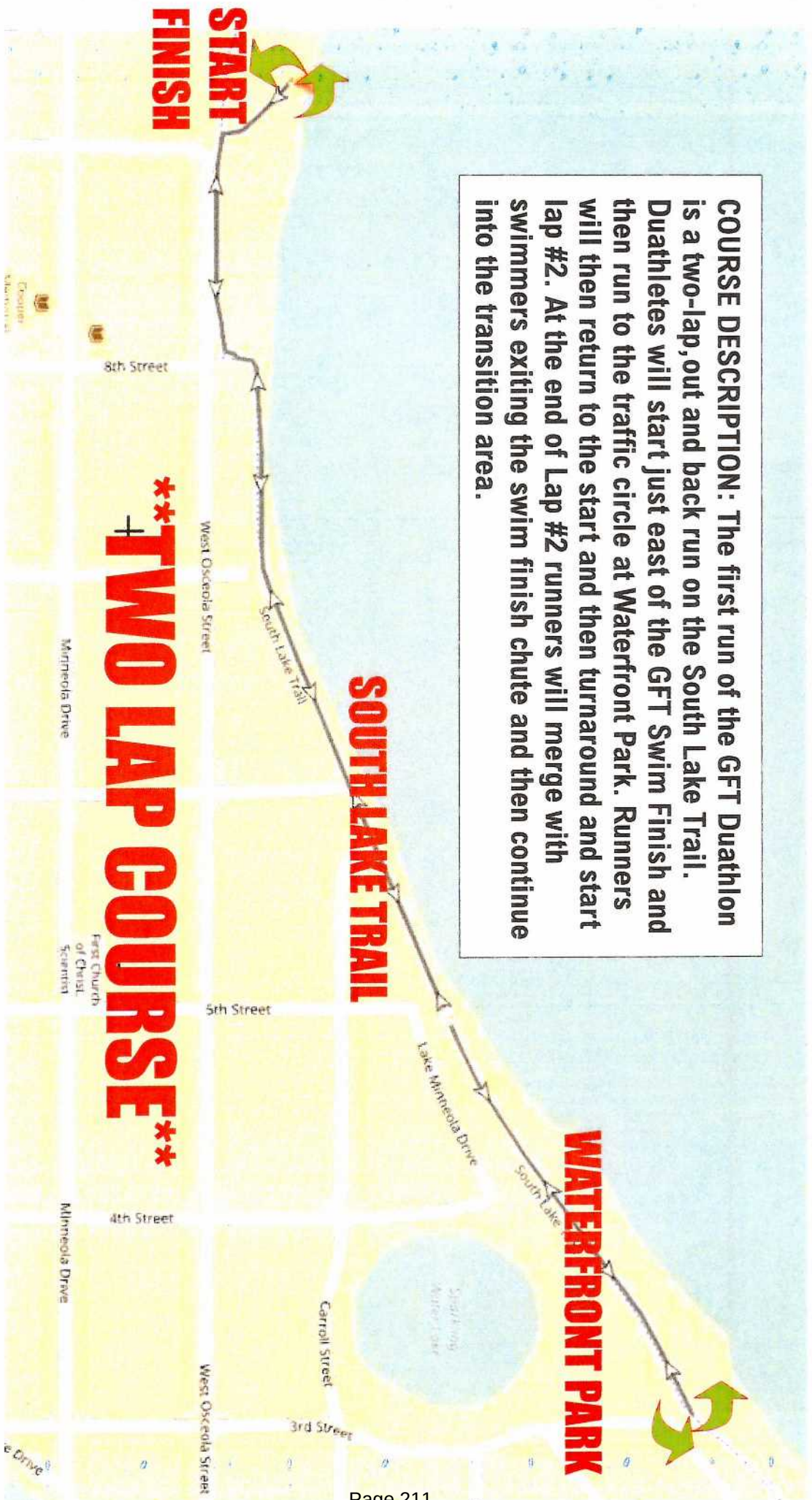
GFT SPRINT 5K RUN COURSE



The entire run course is on the South Lake - Lake Minneola Scenic Trail. 5K runners start by heading east on the trail, past 8th St., to the turnaround point just past the wooden boardwalk. Runners then run west past Victory Pointe to the western turnaround just prior to the Hiawatha Preserve traffic circle. Runners then return to 8th Street to exit the trail and run to the finish line in front of Suncrest Brewery on Minneola Ave.

GREAT FLORIDIAN DUATHLON - 5K RUN #1

COURSE DESCRIPTION: The first run of the GFT Duathlon is a two-lap, out and back run on the South Lake Trail. Duathletes will start just east of the GFT Swim Finish and then run to the traffic circle at Waterfront Park. Runners will then return to the start and then turnaround and start lap #2. At the end of Lap #2 runners will merge with swimmers exiting the swim finish chute and then continue into the transition area.



A DISTANCE FOR EVERYONE!



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Nightmare on the Clermont Trails 5K
Date(s) of Event October 30, 2021 Estimated Attendance: 800-1000
Event Start Time: 6:00 pm Event End Time: 9:00 pm
Before Event Setup Time: October 30, 2021, 9am After Event Cleanup Time: Saturday 10/30/2021, 9pm
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will start Saturday morning 10/30. Packet pickup will be Saturday 4pm-6pm, with a race start at 6:30pm.

This is a Halloween themed 5K only.

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: Victory Pointe



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/31/2020
Name of Event Nightmare on the Clermont Trails 5K
Date(s) of Event 10/30/2021 Location Victory Pointe
Event Start Time: 6:00 pm Event End Time: 9:00 pm
Name of Organization/Applicant Sommer Sports/TriAmerica Foundation Inc.
Email Fred@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-636-2942
Address 1271 Commons Court City Clermont ST FL Zip 34711
Briefly Describe Event Halloween themed 5K. All participants over the age of 21 will received a complementary beer.

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

What is your beverage containment area? Fenced in barricaded area near the finish line and pavilion .

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Suncreek Brewery will be providing and handling the beer for the event.

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

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Applicant Signature

7/31/2020

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

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

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

SIGNATURE

TITLE

DATE

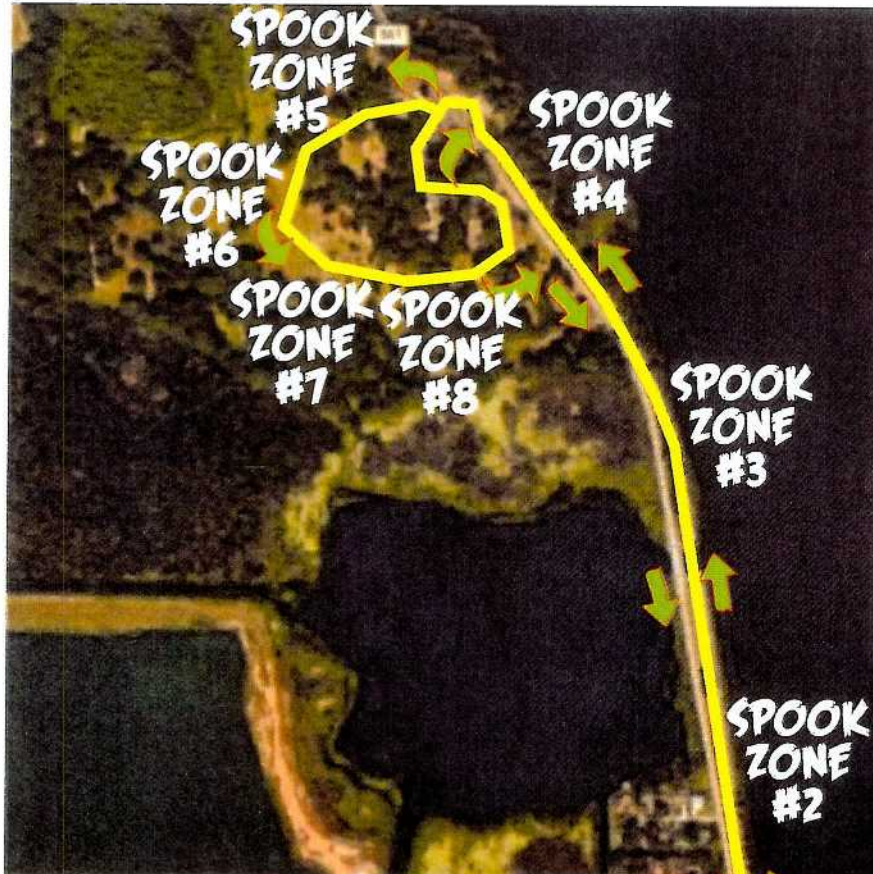
Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



NIGHTMARE ON THE CLERMONT TRAILS

SPOOK ZONES

- #1 - HAUNTED ASSYLUM
- #2 - 45 LAMPKIN LANE
- #3 - THE ABBY
- #4 - HAUNTED COVE
- #5 - HAUNTED HOSPITAL
- #6 - UNDEAD OUTERSPACE
- #7 - LISA'S DRAGON PARTY
- #8 - LMHS TBD





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 30, 2020
Name of Event Santa's Twilight 5K
Date(s) of Event December 18, 2021 Estimated Attendance: 800-1000
Event Start Time: 6:00 pm Event End Time: 9:00 pm
Before Event Setup Time: Dec. 18, 2021, 9am After Event Cleanup Time: Dec 18, 9pm
Name of Organization/Applicant TriAmerica Foundation Inc./Sommer Sports

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 # 36-4612557

Event Contact Fred Sommer Email Fred@Sommersports.com

Day Phone 352-394-1320 Cell Phone 352-636-2942

Address 1271 Commons Court City Clermont State FL Zip 34711

Secondary Contact Michelle Craske Phone # 352-988-9485

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

N/A

Briefly Describe Event: Initial Setup will start Saturday morning 12/18

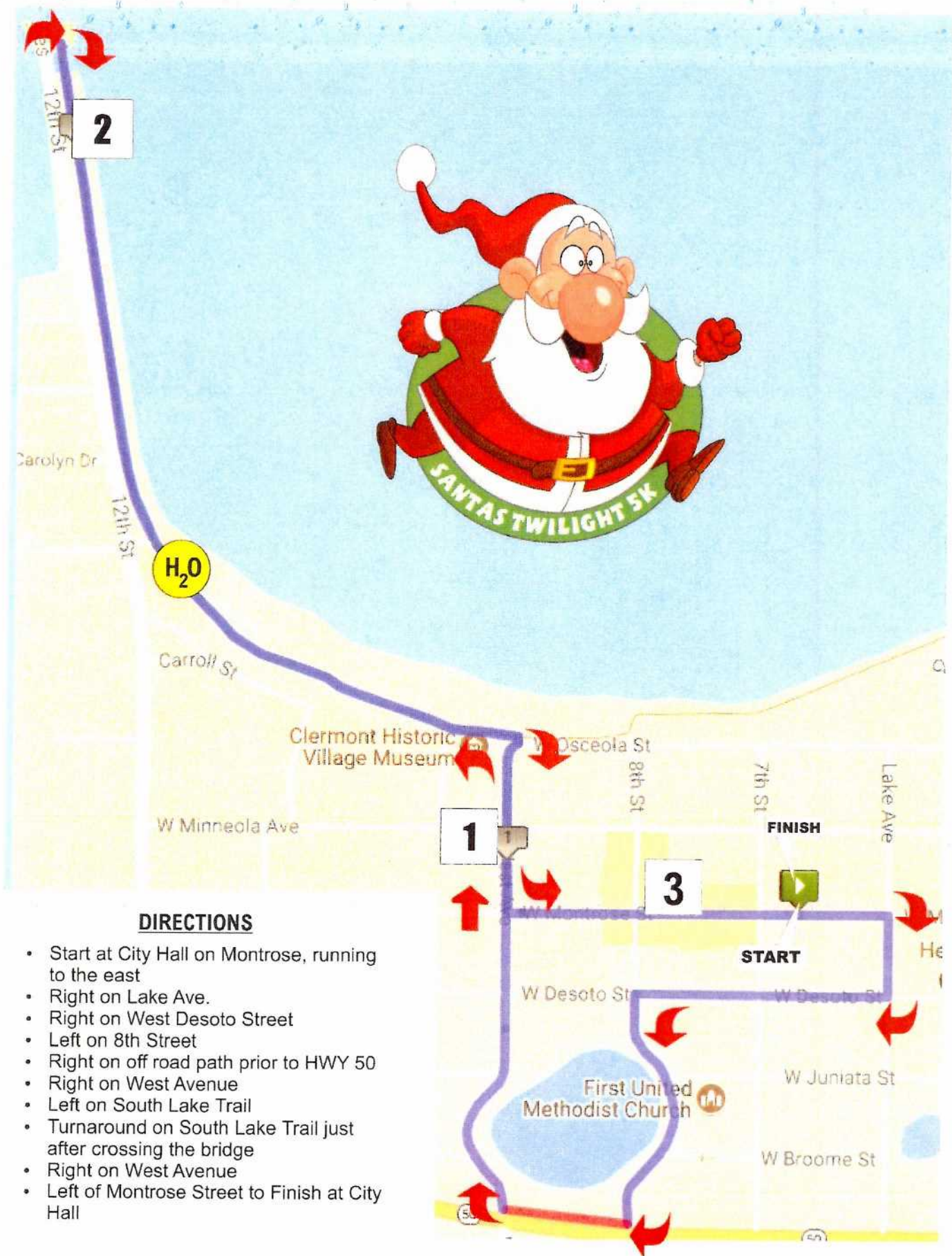
Packet pickup will be Saturday 3pm-6pm in the field adjacent to City Hall, with a race start at 6:00pm.

This is a Christmas themed 5K through downtown Clermont starting and finishing near the intersection of Montrose and 7th Ave.

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: Downtown Clermont



Notice to Area Residents and Businesses

Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Neighbor,

Nightmare on the Clermont Trails is December 18, 2021 starting at 6:00 pm in Downtown Clermont.

There will be road closures from Saturday at 5:30 PM until 8:30 PM. Below you will see road closure locations and specific streets that will be impacted by the special event.

<i>Time</i>	<i>Road Closures/ Restricted Parking</i>
9:00 am – 10:30 pm	Montrose St from just east of Clermont City Hall to 7 th St.
5:45 pm – 6:30 pm	Montrose St. from 7 th St to Lake Ave.
5:45 pm – 6:30 pm	Lake Ave. from Montrose to W. Desoto St.
5:45 pm – 6:30 pm	W. Desoto St from 8 th St to Lake Ave.
6:00 pm – 6:45 pm	Northbound lane of West Avenue from Hwy 50 to Osceola St.
6:00 pm – 7:30 pm	Southbound lane of West Avenue from W. Osceola St to W. Montrose St.

Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Resident/Business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Santa's Twilight 5K will be held on December 18, 2021 starting at 6:00 PM in Downtown Clermont. Below you will see road closure locations and specific streets that will be impacted by the event.

Restricted Parking Times & Road Closures

- 9:00 am – 10:30 pm Montrose Street from 7th St to just east of Clermont City Hall
- 5:45 pm – 6:15 pm Montrose from 7th St to Lake Ave.
- 5:45 pm – 6:30 pm Eastbound lane of W. Desoto St from 8th St to Lake Ave.
- 5:45 pm – 7:30 pm 7th St from W. Desoto to Montrose St.
- 5:45 pm – 6:15 pm Lake Ave. from W. Desoto to Montrose St.
- 6:00 pm – 6:30 pm Northbound lane of West Avenue from Hwy 50 to Montrose St.

Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

The Sommer Sports Team



KEEPING ATHLETES SAFE

The journey continues as we, and other events in Florida, begin to take place. As we move forward during these unprecedented times, the same creativity, ingenuity, and passion that has shaped Sommer Sports events in the past, will help shape our events in the future. Because the health, safety and well-being of the community, athletes, staff, and volunteers, is central to everything we

stand for, we take racing during COVID-19 very seriously. We are taking every precaution we can to provide a safe environment for athletes to race in. We would not do it if we did not think we could pull it off effectively.

SPACING ATHLETES OUT FROM THE START

Typically, the 5k event would attract 500-600 runners with a mass start that takes approximately 2-3 minutes for all runners to pass the start line. On June 27 we are expecting 200 runners and they will start in start groups of 25 or less every 2 minutes. This will stretch the run start out to 20 minutes, 10 times longer than our typical start.



For the triathlon event we expect the June 27 participation to be less than half of what we had in the past, approximately 200-250 athletes instead of the 500+ the race normally attracts. Rather than start in waves with groups of swimmers starting at one time, we will be utilizing a time trial start format. Each athlete will now start individually, one at a time.

We plan to stretch the triathlon starts out over a 45-minute period.

By the time athletes arrive at the race venue on race day, they will have received multiple communications from us outlining new guidelines for racing in a COVID-19 environment, and the importance of social distancing. Signs will be placed at the entrance to packet pick-up and at strategic locations within the venue.





All start corrals and entrances have a social distancing plan in place. For the triathlon we would normally place 6-8 bikes on a single bike rack. On June 27 we will be only allowing 3 bikes per rack to social distance athletes within the transition area. To remind athletes and visitors of the importance of social distancing, more than 25 social distancing signs will be placed around the venue.

Sommer Sports has constructed ten standalone hand sanitization stations, each with a one-gallon jug of sanitizing solution, that will be placed throughout the event venue. In addition, our two groups of port-o-lets will have a hand wash station available.



As soon as athletes finish, they will encounter the Sommer Sports Be Safe Station. This station is stocked with gloves, wipes, individual bottles of sanitizing lotion, and disposable face masks. We have a large enough inventory of face masks on hand to provide every single finisher a face mask. Face mask use will be encouraged following the event.

Most touch points and amenities that encourage grouping of athletes have been eliminated. This means there will be no displaying of results onsite, no awards ceremony, no beer garden, no food tent, and no recovery zone. This will have an impact on the athlete experience, which we pride ourselves for providing. We expect that most participants will be understanding and realize that this is only temporary and is required to bring back racing during the current COVID-19 environment.

Most touch points and amenities that



The health, safety and well-being of the community, athletes, staff, and volunteers, always comes first for us, and that will never change. As the COVID-19 pandemic evolves, we are staying on top of health protocols and following all established guidelines for gatherings. We are continuously reviewing our plans and revising them when necessary. We will spare no precaution to make racing a Sommer Sports event safe and fun!

As with any challenging time, this situation will eventually end! We are all in this together, and together we are strong!

Fred Sommer,
Race Director

...Along with the entire Sommer Sports Team





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Event, Open Container and Road Closure Request		
Requested Action		
Recommend to approve the event, road closures and open containers for Irish Fest.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th street to be closed beginning 2 p.m. on Friday, March 12, 2021 thru 11 p.m. on Saturday, March 13, 2021 to host an Irish Fest event. The event will run from Friday 5 p.m. – 10 p.m., and Saturday 12 p.m. – 10 p.m. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments, and will dispense alcohol from their licensed establishment. Applicant is aware he will have to comply with all COVID-19 safety protocols.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Irish Fest Application - 2021	Irish Fest Application - 2021.pdf	
2. Irish Fest Layout	Irish Fest Layout.pdf	
3. Suncreek COVID Event Plan	Suncreek COVID Event Plan.pdf	



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in the City-owned facility or park.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans must be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

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)*

The Following Items Must be Noted on Your Site Plan

Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☐	☒	Fuel storage/dispensing areas
☐	☒	Emergency Access Route for EMS & Fire
☒	☐	Location of vendor booths & games
☐	☒	Location of fire extinguishers and other safety equipment
☐	☒	Location of fire extinguishers & other required life safety equipment
☒	☐	Description of sound amplification facilities or equipment to be utilized
☐	☒	Location and description of Attention Getting Devices (Balloons, etc.)
☒	☐	Location of generators
☒	☐	Location of temporary power drop
☐	☒	Rides with descriptions
☐	☒	Identify any fences/gates around event
☒	☐	Stage locations
☒	☐	Table, chair, and equipment layout
☒	☐	Traffic routing, road closures, separation of parking area from event
☒	☐	City facilities or equipment to be utilized
☐	☒	Location and description of banners or signage (not permitted in ROW)
☒	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/23/2020
Name of Event Irish Fest
Date(s) of Event March 12-13, 2021 Estimated Attendance: 500
Event Start Time: 5 PM Friday Event End Time: 10 PM Daily
Before Event Setup Time: 2 PM Friday After Event Cleanup Time: 12 AM Sat
Name of Organization/Applicant Suncreek Brewery

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 # 81-1334584
Event Contact Bill Downs Email bill@suncreekbrewery.com
Day Phone _____ Cell Phone 352-636-9089
Address 790 W. Minneola Ave City Clermont State FL Zip 34711
Secondary Contact _____ Phone # 352-636-9089

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

Briefly Describe Event: A festival with live music and food vendors.

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 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* _____

**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: 16x16 stage with canopy. Staffed and operated by music vendor.

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.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Irish Fest		
DATE OF EVENT:	March 12-13, 2021		
EVENT CONTACT:	Bill Downs		
REFUND MAILING ADDRESS:	790 W. Minneola Ave.		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-636-9089		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

William Downs Digitally signed by William Downs
Date: 2020.10.26 19:10:36 -04'00'

Applicant's Signature

William Downs

Printed Name

Owner

Title

10/23/2020

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.

- 1 Port - a - Potties 1 Standard / 1 ADA
- 2 Beer Serving 10x10 Tent on property
- 3 Invited Vendors G Generator

Stage

Stage 16 x 16 portable stage w/tent

Requested Path Usage





COVID-19 EVENT PRECAUTIONS 2021

Subject to CDC guideline changes, SunCreek will take the following steps for all events in 2021

- 1) All staff/vendors will wear gloves/masks while serving/interacting with patrons
- 2) All drinks will be served in plastic disposable cups
- 3) Hand-wash and sanitizing stations will be placed at various spots throughout the event
- 4) Social distancing will be maintained at all food/drink stations
- 5) Signage will be posted throughout the event about the important of social distancing
- 6) Periodic announcements will be made over the PA for people to maintain social distancing and suggest the wearing of masks while not eating or drinking.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Event, Open Container and Road Closure Request		
Requested Action		
Recommend to approve the event, road closures and open containers for Clermont Brews, Blues and BBQ.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th street to be closed from 8 a.m. on Saturday, February 20, 2021 thru 12 a.m. on Sunday, February 21, 2021 to host Clermont Brews, Blues and BBQ event. The event will run on Saturday from 12 p.m. – 10 p.m. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments, and will dispense alcohol from their licensed establishment. Applicant is aware he will have to comply with all COVID-19 safety protocols.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Brews, Blues and BBQ Application	Clermont Brews, Blues and BBQ Application.pdf	
2. Clermont Brews, Blues and BBQ Layout	Clermont Brews, Blues and BBQ Layout.pdf	
3. Suncreek COVID Event Plan	Suncreek COVID Event Plan.pdf	



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in the City-owned facility or park.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans must be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

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)*

The Following Items Must be Noted on Your Site Plan

Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☐	☒	Fuel storage/dispensing areas
☐	☒	Emergency Access Route for EMS & Fire
☒	☐	Location of vendor booths & games
☐	☒	Location of fire extinguishers and other safety equipment
☐	☒	Location of fire extinguishers & other required life safety equipment
☒	☐	Description of sound amplification facilities or equipment to be utilized
☐	☒	Location and description of Attention Getting Devices (Balloons, etc.)
☒	☐	Location of generators
☒	☐	Location of temporary power drop
☐	☒	Rides with descriptions
☐	☒	Identify any fences/gates around event
☒	☐	Stage locations
☒	☐	Table, chair, and equipment layout
☒	☐	Traffic routing, road closures, separation of parking area from event
☒	☐	City facilities or equipment to be utilized
☐	☒	Location and description of banners or signage (not permitted in ROW)
☒	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/23/2020
Name of Event Clermont Brews, Blues & BBQ
Date(s) of Event 2/20/2021 Estimated Attendance: 500
Event Start Time: 12 PM Event End Time: 10 PM
Before Event Setup Time: 8 AM After Event Cleanup Time: 12 AM
Name of Organization/Applicant Suncreek Brewery

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 # 81-1334584
Event Contact Bill Downs Email bill@suncreekbrewery.com
Day Phone _____ Cell Phone 352-636-9089
Address 790 W. Minneola Ave City Clermont State FL Zip 34711
Secondary Contact _____ Phone # 352-636-9089

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

Briefly Describe Event: A festival with live music and food vendors.

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 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* _____

**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: 16x16 stage with canopy. Staffed and operated by music vendor.

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.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Clermont Brews, Blues & BBQ		
DATE OF EVENT:	2/27/2021		
EVENT CONTACT:	Bill Downs		
REFUND MAILING ADDRESS:	790 W. Minneola Ave.		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-636-9089		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

William Downs Digitally signed by William Downs
Date: 2020.10.26 19:10:36 -04'00'

Applicant's Signature

William Downs

Printed Name

Owner

Title

10/23/2020

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

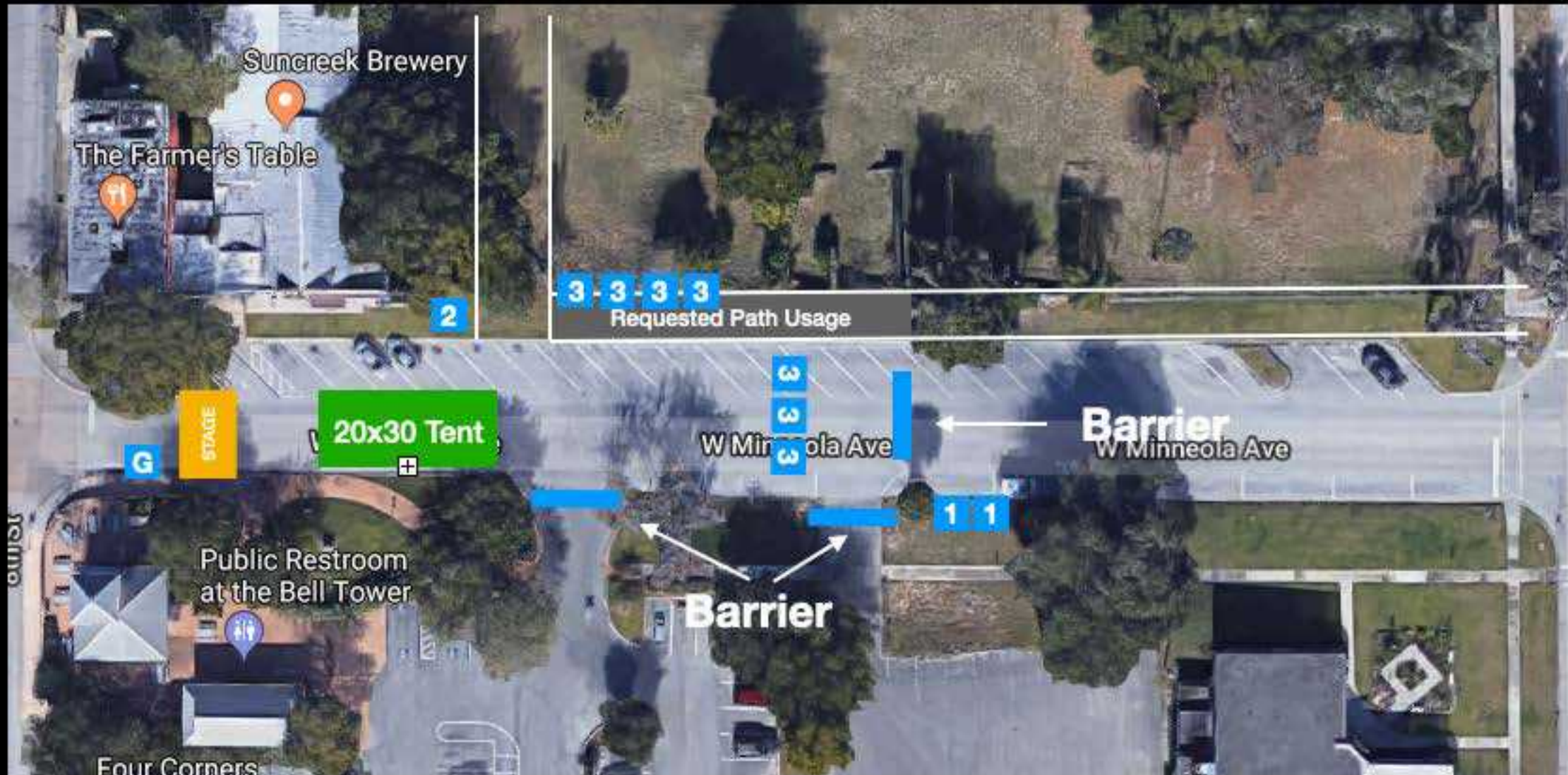
e) Development Services Dept.

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.

- 1** Port - a - Potties 1 Standard / 1 ADA
- 2** Beer Serving 10x10 Tent on property
- 3** Invited Vendors **G** Generator

Stage Stage 16 x 16 portable stage w/tent

Requested Path Usage





COVID-19 EVENT PRECAUTIONS 2021

Subject to CDC guideline changes, SunCreek will take the following steps for all events in 2021

- 1) All staff/vendors will wear gloves/masks while serving/interacting with patrons
- 2) All drinks will be served in plastic disposable cups
- 3) Hand-wash and sanitizing stations will be placed at various spots throughout the event
- 4) Social distancing will be maintained at all food/drink stations
- 5) Signage will be posted throughout the event about the important of social distancing
- 6) Periodic announcements will be made over the PA for people to maintain social distancing and suggest the wearing of masks while not eating or drinking.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Resolution No. 2021-01 and Budget Amendment		
Requested Action		
Recommend to approve Resolution 2021-01.		
Staff Report		
Part of the planning framework of the City's 2015 master plan was public investment along the Lake Minneola waterfront. A key master plan strategy called for the City to create "A Great Waterfront," and the plan noted that "the waterfront presents an opportunity to have a linear park experience with many more leisure and recreational activities than are currently provided." While the majority of the Lake Minneola waterfront is already in the public realm, the acquisition of additional parcels is consistent with the master plan and with the City's comprehensive plan. Two R-3 parcels totaling approximately 0.26 acres have recently been listed for sale for \$370,000. The properties, directly east of West Beach and adjacent to the South Lake Trail, were purchased in 2004 by Josef and Weena Trapp. The Trapps contracted to raze the single family home on the site to allow for construction of a new home. The property lacks direct street access, and ingress and egress to the site are through an access driveway that runs through the property. Due to the access issues, it was determined that a variance for a reduction in the rear-yard setback was needed to accommodate new construction on the property. The Trapps applied for and received a variance from the City Council, but they ultimately did not build on the property. With City Council approval of Resolution 2021-01, the mayor and city manager will be authorized to execute the documents to close on the property. The negotiated purchase price of \$350,000 matches the appraised value. It is anticipated that staff will be pursuing grants for the reimbursement of the property acquisition through the federal Land and Water Conservation Fund program.		
Additional Analysis		
Fiscal Impact Summary		
This purchase is not included in the current year budget; however, an interdepartmental loan from the water fund can be made to facilitate the purchase.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$350,000.00		\$0.00
Exhibits Attached (copies of original agreements)		
1. 2021-001R - Trapp Land Purchase	2021-001R - Trapp Land Purchase.pdf	
2. Vacant Land Contract_1146 Lake Minneola Drive_Trapp Property	Vacant Land Contract_1146 Lake Minneola Drive_Trapp Property.pdf	
3. Location Map - Trapp Property	Location Map - Trapp Property.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2021-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 0.26 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED AT 1146 LAKE MINNEOLA DRIVE FROM JOSEF AND WEENA TRAPP FOR THE PURCHASE PRICE OF \$350,000 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

WHEREAS, the purchase of real property located at 1146 Lake Minneola Drive for public purposes use by the City of Clermont is in the best interests of the citizens of the city of Clermont.

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, Florida does hereby approve and authorizes the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit "A" for the purchase of 0.26 +/- acres of real property located at 1146 Lake Minneola Drive from Josef and Weena Trapp for \$350,000. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

SECTION 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her 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. 2021-01R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, on the 12th day of January, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

Daniel F. Mantzaris, City Attorney

1. **Sale and Purchase:** JOSEF TRAPP & Weena Trapp ("Seller")
and The City of Clermont ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Legal Description:

SEC ____/TWP ____/RNG ____ of Lake County, Florida. Real Property ID No.: 23-22-25-0400-117-01600
including all improvements existing on the Property and the following additional property: _____

Escrow Agent's Email: wswwlawoffice@gmail.com

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 1/15/2021, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on 4/13/2021 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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EXHIBIT A

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability:** (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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EXHIBIT A

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

EXHIBIT A

(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: Recording fees on the deed and financing statements

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

~~Recording fees on the deed and financing statements~~

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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EXHIBIT A

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Joe W. Patterson 3311414
Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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joepa734@gmail.com
Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

352-272-5802
Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

MICKI BLACKBURN REALTY INC
Listing Brokerage

Buyer's Brokerage

450 East Hwy 50 #1 CLERMONT FL 34711
Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
(Check if applicable):
☐ A. Back-up Contract
☐ B. Other

23. Additional Terms:
Contingent on City approval

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: The City of Clermont

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: JOSEF TRAPP

Seller: _____ Date: _____

Print name: WEENA TRAPP

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EXHIBIT A

383 **Seller's** address for purpose of notice:

384* Address: _____

385* Phone: _____ Fax: _____ Email: _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter-offer.)**

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EXHIBIT B

Location Map

1146 Lake Minneola Drive - Trapp Property



Vacant Land Contract



1. **Sale and Purchase:** JOSEF TRAPP & Weena Trapp ("Seller")
 and The City of Clermont ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: 1146 LAKE MINNEOLA DR CLERMONT FL 34711-2094
 Legal Description:
 Parcel Number:
 23-22-25-0400-117-01600
 CLERMONT, JOHNSON'S REPLAT LOTS 16, 17 BLK 117 PB 8 PG 71 ORB 2632 PG 631
 AND
 Parcel Number:
 23-22-25-0400-117-01600 00 46 NT
 CLERMONT, JOHNSON'S REPLAT LOT 18, BLK 117 PB 8 PG 71 ORB 2632 PG 631
 SEC / TWP / / RNG of Lake County, Florida. Real Property ID No.: 23-22-25-0400-117-01600
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 350,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: Scott Wynn
 Escrow Agent's Contact Person: Michelle Treanor
 Escrow Agent's Address: 304 East Broad Street Groveland FL 34736
 Escrow Agent's Phone: (352) 429-2185
 Escrow Agent's Email: wsllawoffice@gmail.com
 (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☐ will be delivered to Escrow Agent within days (3 days if left blank)
 after Effective Date \$ 1,000.00
 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
☐ within days (10 days if left blank) after Effective Date
☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$
 (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$
 (d) Other: \$
 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 349,000.00
 (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
 prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before 1/15/2021, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has
 signed or initialed and delivered this offer or the final counter-offer.
 4. **Closing Date:** This transaction will close on 4/13/2021 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.
 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and
(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,
(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: Recording fees on the deed and financing statements

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

~~Recording fees on the deed and financing statements~~

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Joe W. Patterson 3311414
Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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332
333 joepa734@gmail.com
334 Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

335
336 352-272-5802
337 Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

338
339 MICKI BLACKBURN REALTY INC
340 Listing Brokerage

Buyer's Brokerage

341
342 450 East Hwy 50 #1 CLERMONT FL 34711
343 Listing Brokerage Address

Buyer's Brokerage Address

344
345 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
346 (Check if applicable):
347* ☐ A. Back-up Contract
348* ☐ B. Other

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350* 23. Additional Terms:
351 Contingent on City approval

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366 COUNTER-OFFER/REJECTION

367* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
368 deliver a copy of the acceptance to Seller).
369* ☐ Seller rejects Buyer's offer

370 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
371 signing.

372* Buyer: _____ Date: _____

373* Print name: The City of Clermont

374* Buyer: _____ Date: _____

375* Print name: _____

376 Buyer's address for purpose of notice:

377* Address: _____

378* Phone: _____ Fax: _____ Email: _____

379* Seller: JOSEF TRAPP Date: 1/4/2021

380* Print name: JOSEF TRAPP

381* Seller: WEENA TRAPP Date: 1/4/2021

382* Print name: WEENA TRAPP

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383 Seller's address for purpose of notice:

384* Address: 436 SHORT PINE CIR. ORLANDO, FL 32807

385* Phone: _____ Fax: _____ Email: _____

386* Effective Date: _____ (The date on which the last party signed or initialed and delivered the
387 final offer or counter-offer.)

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Inte@net@bus

Location Map

1146 Lake Minneola Drive - Trapp Property





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 12, 2021		
Agenda Item Name		
Citizen Request		
Requested Action		
Staff Report		
Mr. and Mrs. Forth requested placement on a Council meeting agenda to request changes to administrative procedures of citizen damage claims related to roads, sewer and utilities. Supporting documents will be provided to Council and staff at the meeting.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		