



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 27, 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 extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Police Department Supervisor of the Year

South Lake Boys and Girls Club

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes	Consider approval of the Council Meeting minutes of July 13, 2021.
Item No. 2 - Piggyback Contract	Consider request to piggyback the City of Milton contract with Advance Plumbing Technologies to provide pipeline rehabilitation services.
Item No. 3 - School Resource Officer Agreement	Consider School Resource Officer Agreement with Imagine South Lake Charter for 2021-2022 school year.
Item No. 4 - Lake County Water Authority Grant Acceptance	Consider grant agreement in the amount of \$30,000 to design a water quality project in basin number 12A of the Lake Winona drainage basin that connects to Lake Minnehaha and on to the chain of lakes.
Item No. 5 - Event, Open Container, and Road Closure Request	Consider Oktoberfest event at SunCreek Brewery in downtown Clermont with street closures and open container allowance October 2 - 3, 2021.
Item No. 6 - Event Request	Consider allowing The River Church "Awake America" event on September 23, 24 & 25, 2021 at Waterfront Park.

CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 27, 2021

Item No. 7 - Event, Open Container, and Road Closure Request

Consider allowing the Clermont Parks & Recreation Department to host their annual "Light Up Clermont" event in downtown Clermont with street closures and open container allowance.

UNFINISHED BUSINESS

Item No. 8 - Ordinance No. 2021-017 *Final Headquarter Honda Garage*

Consider annexation request of vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

Item No. 9 - Ordinance No. 2021-018 *Final Headquarter Honda Garage*

Consider future land use change from Lake County Urban Low to Clermont Commercial designation for vacant property located on State Road 50 and the corner of Lake Boulevard.

Item No. 10 - Ordinance No. 2021-019 *Final Headquarter Honda Garage*

Consider rezoning from Lake County "CP" Commercial Planned to Clermont "C-2" General Commercial for vacant property located on State Road 50 and the corner of Lake Boulevard.

NEW BUSINESS

Item No. 11 - Resolution No. 2021-037R
Headquarter Honda Garage

Consider a Conditional Use Permit for a vehicle inventory garage structure in the C-2 General Commercial zoning district for vacant property located on S. R. 50 and the corner of Lake Blvd.

Item No. 12 - Resolution No. 2021-43R

Consider amending the frequency of solid waste pick up in the downtown business district.

Item No. 13 - Fiscal Year 2022 Proposed Ad Valorem Millage Rate

Consider Fiscal Year 2022 Proposed Ad Valorem Millage Rate of 4.2061

Item No. 14 - Ordinance No. 2021-026
Introduction

Consider ordinance to amend Chapter 62 "Traffic And Vehicles" creating Article IV "Golf Carts".

ADJOURN

**CITY OF CLERMONT
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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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, July 13, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Entsuaah and Purvis.

Absent: Council Members Pines and Bates.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was observed in place of an invocation followed by the Pledge of Allegiance.

OPENING COMMENTS

Interim City Manager Dauderis informed the Council that Item 7 variance request had been withdrawn by the applicant.

PROCLAMATIONS

Mayor Murry read a summary of the Parks and Recreation month proclamation.

PRESENTATIONS

Florida League of Cities Youth Council Award

Eryn Russell and Shawanda Barnette with the Florida League of Cities (FLC) presented the 2021 FLC Community Service award to the Clermont Youth Council.

Youth Council Member Mary Landaberde was present to accept. She thanked the FLC, Communications Director Kathryn Deen, Communications Assistant Jennifer Klutz and City Clerk Tracy Howe. She told the Council that the project took longer than expected due to the Covid-19 pandemic. They have decided to pass along the prize money to the incoming Youth Council so they can have opportunities for projects as well.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street, Clermont – Reminded the Council of the rules of procedure.

Randy Everdeen, Woodward Court, Clermont – Expressed appreciation to the Clermont Police Department for their assistance in regards to the competitive race held this past weekend.

Daniel Luna, Owner, Clermont Crocs – Wished to introduce himself to the Council. He and his three (3) brothers purchased a franchise in the Florida Basketball Association. He gave a jersey to the City Council.

REPORTS

INTERIM CITY MANAGER REPORT

Interim City Manager Dauderis recapped the June 30 goal setting retreat and informed the public that the Council's top five (5) priorities are posted on the City website.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

She thanked staff for a great July 4th event including Public Services, Police, Fire Department and Parks and Recreation. They are estimating that they had an attendance of 15,000.

She informed the Council of upcoming meetings:

- Budget workshops are scheduled for July 20 and July 21 at 6:30pm;
- A Special Meeting is scheduled for July 26 at 6:30 PM to discuss the City Manager recruitment;
- A Regular City Council meeting will be held on July 27;
- A joint workshop of the City Council and the Planning & Zoning Board is scheduled for August 3 from 4:00-6:00 pm in the Council Chambers.

Interim City Manager Dauderis concluded by informing the Council that the Lake County Board of County Commissioners had reviewed the suggested road names for the new parkway in Wellness Way and decided to move forward with Ray Goodgame Parkway.

CITY ATTORNEY REPORT

City Attorney Mantzaris provided an update on the City Manager recruitment process. The application window closed on July 5 and the applications are currently being reviewed by the City's consultant. The July 26 meeting will be the first of a series of review meetings at which the consultant will provide a presentation to the Council so the candidates can be whittled down. The consultant is currently reviewing applications for minimum qualifications, they are hoping to narrow it down to around 40 applicants. The following level will be about 10 to 12 candidates after the July 26 meeting.

City Attorney Mantzaris asked for direction from the Council as to whether they would like to see the applications of all those who submitted. The Council gave a consensus that they would like to see all the applications.

City Attorney Mantzaris clarified for the Council that the July 26 meeting is being set as a special meeting as it will require the Council to take a vote.

CITY COUNCIL REPORT

Council Member Purvis – No report.

Council Member Entsuh –

- Thanked staff for the retreat. He found that it was helpful and productive.
- Met with Diane Kornegay, Superintendent of Lake County Schools. He asked if the Council would be willing hear updates from the school board similar to how Chairman Parks from the County Board comes monthly.

Regarding Lake County Schools, the Council provided a consensus that they would be open to hearing a quarterly update from the School Board. Interim City Manager Dauderis stated that staff will reach out to the school board to make arrangements.

Mayor Murry –

- Expressed appreciation for the retreat. He felt it was beneficial, and would like to see the Council do it annually.
- Thanked staff for their storm preparation efforts for Hurricane Elsa even though it avoided the area.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

- Attended the Fourth of July event and felt that it was successful with a great turnout. Thanked city staff.
- He will be participating in a dance competition next weekend at the Arts & Recreation Center. Donations will go towards education.

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 – Minutes Approval | Consider minutes from the Council Meeting held June 22, 2021 and the Council Retreat held June 30, 2021. |
| Item No. 2 – Plat Approval | Consider Bella Terra for a 59 lot single family subdivision off of Johns Lake Road. |
| Item No. 3 – Plat Approval | Consider Waterbrooke Phase 4 for 91 single family lots. |
| Item No. 4 – School Resource Officer Contract | Consider agreement with the Lake County School Board for the 2021-2022 school year SRO Program. |
| Item No. 5 – Utility Impact Fee Agreement | Consider agreement with South Lake Crossings I, LLC in the amount of up to \$3,780,589.91 for Water and Sewer Main up-sizing. |
| Item No. 6 – Resolution No. 2021-041R | Consider authorizing the City of Clermont to join the State of Florida and other local governmental entities in implementing a unified plan regarding Opioid Litigation. |

MOTION TO APPROVE the Consent agenda for July 13, 2021 as presented made by Council Member Purvis. Seconded by Council Member Entsuh. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 7 – Variance Request – 1066 Nathan Ridge Road

The applicant withdrew the request for a variance.

NEW BUSINESS

Item No. 8 – Mural Request – 756 W. Montrose Street

Planning and Development Services Director Henschel provided the staff presentation. He informed the Council that the applicant is requesting to allow several murals to be located at 756 West Montrose Street (Artwalk District). City staff has reviewed the proposed mural artwork display and finds the project does meet the purpose and intent of the Code of Ordinances. Staff finds the mural can provide artistic value to the Clermont Community. There will be five (5) murals in total across the front of the building.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

The murals will have a sports theme and will not contain any advertising. Upon review, staff recommends approval of the proposed mural.

Mayor Murry asked if the applicant was present. The applicant was not present.

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

Dani Page, Tuscany Ridge – Expressed opposition and alleged that the property is not in permit compliance.

Charlene Forth, 939 W. Desoto Street – Expressed opposition. Concerned about flooding coming out of those walls. Should be tabled.

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

Council Member Purvis expressed disappointment in the art itself, but is more concerned about the continuing issues regarding permitting of this property. He is not comfortable approving additional work when there are gaping holes in this project yet to be addressed. He wanted to state that he is not against the art presented. He believes that the City should not be approving any project concerning this development until all problems are addressed and resolved.

Council Member Entsuaah stated that he likes the murals, but would like to have this property taken care of before moving forward with them.

Mayor Murry agreed that he understands the sports theme, but agrees with comments expressed. The other issues need to be settled before approving any more items.

City Attorney Mantzaris asked if the Councils intent is to continue the item or deny it reminding the Council that staff would not have brought it forward if there was anything that would prohibit it. The permitting of the property raised by the public is not applicable to the murals for a denial.

Dani Page, Tuscany Ridge – Stated she has been in contact with Joe and St. Johns Water Management District who informed her that the permit was not pulled and the property is not in compliance.

City Attorney Mantzaris addressed the Council and stated that the permitting is irrelevant to approvals of the mural. However, the Council can continue the item until a full council is present.

Director Henschel informed the Council that the applicant has arranged for an artist to come to Clermont on July 26.

City Attorney Mantzaris cautioned the Council about making content based comments regarding mural proposals.

Council Member Purvis stated that it is a joint partnership development with the City and he feels the City should have a say as to the content.

MOTION TO TABLE consideration of the murals until the Council meeting to be held on September 14, 2021 made by Council Member Purvis. Seconded by Council Member Entsuaah. Passed unanimously with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

Item No. 9 – Resolution No. 2021-40R and Budget Amendment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 0.11 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED ON LAKE MINNEOLA DRIVE (LOT 15, BLOCK 117, CLERMONT, JOHNSON'S REPLAT) FROM BRUCE AND JANINE CAMPBELL FOR THE PURCHASE PRICE OF \$150,000 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; AND, AN EFFECTIVE DATE.

City Clerk Howe read the resolution aloud by title only.

Business Liaison Barbara Hollerand presented the resolution and budget amendment. The Council approved the purchase at the May 25 Council meeting. The closing date is August 31, 2021. This property was listed at \$270,000 and appraisal at \$177,000. The City's offer of \$150,000 was accepted after some negotiation. The property is not included in the current year budget, and future repayment of the purchase would come from the CRA fund. There are also grant programs which are subject to match dollars. The state grant is 25 percent city match. Staff requests approval.

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

MOTION TO APPROVE as presented Resolution No. 2021-040R made by Council Member Purvis. Seconded by Council Member Entsuah. Passed unanimously with all members present voicing aye.

Item No. 10 – Ordinance No. 2021-017 – INTRODUCTION – Headquarter Honda Garage

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 SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance aloud by title only.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-017 made by Council Member Purvis. Seconded by Council Member Entsuah. Passed unanimously with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

Item No. 11 – Ordinance No. 2021-018 – *INTRODUCTION – Headquarter Honda Garage*

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

City Clerk Howe read the ordinance aloud by title only.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-018 made by Council Member Entsuah. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 12 – Ordinance No. 2021-019 – *INTRODUCTION – Headquarter Honda Garage*

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

City Clerk Howe read the ordinance aloud by title only.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-019 made by Council Member Entsuah. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

ADJOURN: With no further comments, this meeting adjourned at 7:21 pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 13, 2021

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number ITB 2021.02 from the City of Milton with Advance Plumbing Technologies to provide pipeline rehabilitation services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Milton number ITB 2021.02, to obtain pipeline rehabilitation services. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2104-006 to notify local vendors of the City's intent to utilize other governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The City of Milton contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial one-year agreement with additional four (4) one-year renewal periods at the option of the city. Based on this, staff recommends that Council approve to piggyback the City of Milton contract number ITB 2021-02. This contract will provide pipeline rehabilitation services to the City of Clermont in the estimated annual amount of \$135,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
These services are budgeted on an annual basis in the Sewer and Stormwater funds. Department account codes: 42535-66305-35108 and 45538-66306.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2104-006	RFI 2104-006.pdf	
2. ITB 2102-02 Bid Tabulation	City of Milton Bid Tabulation.pdf	
3. 2102-02 Agreement	2102-02 Agreement.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the City of Milton Contract for Pipeline Rehabilitation

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2104-006	ISSUED DATE: April 29, 2021
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>May 7, 2021 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Environmental Services
- (b) Company Information: Advanced Plumbing Technologies
- (c) Contract Number and Title: ITB 2021.02 / Cured-In-Place Pipe
- (d) Length of Contract: 1 Year(s) w/ 4 optional 1-year renewals.
- (e) Product or Service Provided: Pipeline Rehabilitation Services
- (f) Annual Expenditure: \$400,000

2 – ACTION TO BE TAKEN

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

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



BID TABULATION

03/10/2021 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Joe Cook

Purchasing Officer
Purchasing Assistant
Chief Accountant
Public Works Director

Others in attendance:

Drew Matthews

Pensacola Concrete Co., Inc.

Bid opening was held at 2:00 p.m. The purpose of the meeting was to receive bids for the following solicitation:

ITB 2021.02 Cured In Place Pipe (CIPP)

1	Advanced Pace Plumbing Technologies, LLC	\$410,200.00
2	Vortex Services, LLC	\$696,145.00
3	Pensacola Concrete Construction Company, Inc.	\$828,313.88
4	Gulf Coast Underground, LLC	\$871,384.00



City of Milton

April 19, 2021

Advanced Pace Technologies
s/b/a Advanced Plumbing Technologies
c/o Taylor Yarkosky
638 E. Highway 50 Suite 4
Clermont, FL 34711

Dear Taylor Yarkosky,

We are happy to inform you that on April 13, 2021 the Milton City Council awarded

Annual Cured In Place Pipe to: Advanced Plumbing Technologies.

1st year will begin April 13, 2021 thru April 12, 2022.

This agreement may be renewed for 4 additional years to a maximum of 5 year.

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
P. O. Box 909
Milton, FL 32572
Email: purchasing@myMiltonFlorida.com
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology
(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

BIDDER'S DECLARATION
ITB 2021.02 Cured-In-Place Pipe Annual Contract

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
11. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
12. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
13. The successful bidder will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number
 - Vendor Application

- Certificates for Liability, Vehicle, and Worker's Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
- Prompt Payment Affidavit

14. That they have carefully read and fully understand the full scope of the specifications.
15. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
16. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
17. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
18. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
19. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.
20. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
21. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
22. Recommendations are posted on city web page via agendas prior to award.
23. Any protests are handled per the City's Purchasing Policy and F.S. 120.57(3).

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

352-593-5140 ext. 103

Zoie@chooseapt.com

Phone

Email

Taylor Yarkosky

CEO/Owner

Contact Name

Title

Company Representative Signature

Date

03-08-2021

BID FORM
ITB 2021.02 Cured-In-Place Pipe Annual Contract
Schedule of Prices **Quantities are estimated.
All 49 items are defined at the end of this document.

1	Television Inspection	3,000	LF	\$1.00	\$3,000.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$20.00	\$2,000.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$25.00	\$2,500.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$25.00	\$2,500.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$30.00	\$3,000.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$30.00	\$3,000.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$35.00	\$3,500.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$35.00	\$3,500.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	350	LF	\$35.00	\$12,250.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$45.00	\$4,500.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$45.00	\$4,500.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	381	LF	\$45.00	\$17,145.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	100	LF	\$55.00	\$5,500.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	100	LF	\$55.00	\$5,500.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$55.00	\$5,500.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$78.00	\$7,800.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$78.00	\$7,800.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	1200	LF	\$78.00	\$93,600.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$108.00	\$10,800.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	600	LF	\$112.00	\$67,200.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	100	LF	\$138.00	\$13,800.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	100	LF	\$145.00	\$14,500.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	100	LF	\$182.00	\$18,200.00
24	42" CIPP (felt) Mainline Rehabilitation (24.5MM)	100	LF	\$195.00	\$19,500.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	100	LF	\$228.00	\$22,800.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	100	LF	\$238.00	\$23,800.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	100	LF	\$1.50	\$150.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	100	LF	\$3.50	\$350.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	1200	LF	\$3.50	\$4,200.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	1000	LF	\$5.50	\$5,500.00
31	Emergency Mobilization for Work Order	5	EA	\$2,500.00	\$12,500.00
32	Mobilization/Demob for Bypass Pumping (<= 12" dia.)	5	EA	\$100.00	\$500.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	5	EA	\$100.00	\$500.00
34	Mobilization/Demob for Bypass Pumping (> 21" - 24" dia.)	3	EA	\$200.00	\$600.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	2	EA	\$200.00	\$400.00
36	Sewer Bypass Pumping (<= 12" dia.)	200	HR	\$5.00	\$1,000.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	75	HR	\$5.00	\$375.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	20	HR	\$10.00	\$200.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	20	HR	\$10.00	\$200.00
40	Remove Protruding Service	10	EA	\$150.00	\$1,500.00
41	Service Reinstatement	10	EA	\$150.00	\$1,500.00
42	Dye Testing to Locate Active Service Connection	10	EA	\$5.00	\$50.00

Item	Description	Quantity	Unit	Unit Price	Amount
43	Silt Fence for Erosion Control	20	LF	\$1.00	\$20.00
44	Hay Bales for Erosion Control	20	EA	\$7.00	\$140.00
45	Mulching and Grassing for Erosion Control	100	SY	\$2.00	\$200.00
46	Sod	100	SY	\$5.00	\$500.00
47	Remove and Reset Fencing - Chain Link	30	LF	\$2.00	\$60.00
48	Remove and Reset Fencing - Wood Privacy	30	LF	\$2.00	\$60.00
49	Maintenance of Traffic	10	DAY	\$200.00	\$2,000.00

Total Base Bid Amount \$ 410,200.00

License # CGC1524334

Attach list of references (3—5) from last 5 years.

Attach narrative of qualifications.

Acknowledgement of Addendums: 1 *(list numbers or N/A)*

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

When agreed to by the Contractor and approved by the Owner, the Contract Time may be extended in one-year increments for four (4) additional years for a maximum Contract period of five (5) years. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. At renewals unit prices may be adjusted for cost increase with agreement by both the City and Contractor.

The undersigned agrees to the above terms and conditions.

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

407-492-8881

Zoie@chooseapt.com

Phone
Taylor Yarkosky

Email

Contact Name

CEO/Owner

Title

Company Representative Signature

Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS

ITB 2021-02 Cured-In-Place Pipe Annual Contract

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm to install cured-in place pipe (CIPP) to rehabilitate existing storm drain and sanitary sewer mains on an as-needed basis throughout the Contract's performance period. There are no predetermined quantities on which to base a fixed amount of work to be performed. The estimated amount for the work under this contract is \$200,000 per year. But that value could be slightly more or much less depending on a variety of factors. The quantities listed in the Schedule of Prices above in no way represent the quantities to be performed in this annual contract. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed in the Schedule of Prices.

B. PROJECT BACKGROUND & PURPOSE:

In the event that any sanitary sewer overflow (SSOs) occurs as a result of Contractor's operations, including but not limited to bypass pumping on flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto.

1. **Storm Water and sewer bypass pumping/piping:** On projects requiring temporary sewer bypass pumping/piping, it is the Contractor's responsibility to furnish, install, operate, and remove the appropriately sized materials and equipment and employ the site appropriate means and methods by which to complete this task without causing sewer spills, overflows, sewer backup into customers' homes, or service disruptions to CITY OF MILTON sewer customers. Regardless of the means and methods chosen by the Contractor.
2. **CITY OF MILTON Supplied Water for Project Use:** CITY OF MILTON will provide water for sewer cleaning and CIPPL inversion and curing. Prior to use, Contractor must request that Owner place a meter and backflow preventer on a selected hydrant.
3. **Disposal of Debris/Solids Removed from the Sanitary Sewer:** Disposal of the liquid only from mainline cleaning operations shall be decanted into the sanitary sewer system under the supervision of the Owner. Disposal of the debris/solids removed from the sanitary sewer system shall be made at the City of Milton Wastewater Treatment Plant on Municipal Drive, Milton.
4. All proposed products not specifically indicated herein must be pre-approved by the Public Works prior to opening of bids by the City of Milton. Proposed products shall be submitted to the Public Works for review no later than two weeks prior to the bid date listed in the Invitation to Bid. Proposed products submitted for review after that date will not be accepted.
5. The CONTRACTOR shall submit proof of experience with the proposed product being installed in similar size and installation conditions of this project to the OWNER for review during evaluation of products.

6. The CONTRACTOR shall employ an experienced crew using the same product and installation conditions of this project for all work being performed under this contract. The OWNER reserves the right to review the experience of the proposed crew during evaluation of bids.
7. The required work shall be issued to the Contractor from the Owner periodically as work orders identifying specific individual storm drain and sanitary sewer main segments to be rehabilitated along with storm drain and sanitary sewer system maps identifying the locations of the pipe segments. Generally, the value of work required per work order shall be no less than \$20,000 as based on the unit prices on the Contractor's Schedule of Prices. However, the Owner may also provide work orders requiring less than \$10,000 of work for emergency situations requiring immediate rehabilitation work. There may be months when no work order is provided.
8. The work orders may or may not include work in the same geographic area. The Contractor shall complete each work order in its entirety to the Owner's satisfaction before a new work order will be provided by the Owner. The Owner may identify priority items of work on each work order. The Contractor shall complete all priority items prior to beginning other items of work on a work order.
9. SPECIAL CONDITIONS:
 - Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner reserves the right to revise the rehabilitation limits and/or methods proposed. Should deteriorated piping be discovered that is not suitable for rehabilitation, the Contractor shall identify such piping to the Owner and said piping may be replaced under another contract. Performing point repairs is not a part of this contract. When the Contractor determines a main cannot be rehabilitated due to misaligned joints or other defects that would normally require a point repair, the Contractor shall inform the Owner of the defect.
 - The Owner will perform the needed point repair in-house or through another contract. The Owner desires to have the required work completed as soon as possible following award of the Contract and issuance of a work order. The Contractor shall consider this schedule requirement when submitting proposals.
10. **Non-Emergency Work Orders:** The Contractor shall be given twenty-one (21) calendar days to begin work on each work order after the date on which said work order is issued to the Contractor. Actual Contract time requirements will be prorated based on the total amount of work to be performed in each work order. The Contractor shall achieve Substantial Completion of the listed work no later than twenty-one (21) calendar days for each \$20,000.00 of work required in the work order, rounded up to the nearest whole day. The Contractor shall achieve Final Completion no later than three (3) calendar days after Substantial Completion. For example, if the Contractor is given a work order to perform \$150,000 of work, Substantial Completion shall occur no later than fifty-three (53) calendar

days from issuance of the work order calculated as follows: 21 days to begin plus 21 days per \$100,000 ($\$150,000/\$100,000 \times 21 \text{ days} = 31.5 \text{ days} \approx 32 \text{ days}$). Any requests for time extension must be made to the Owner through the Public Works at the time of the delay. The Contractor shall provide two or more crews when required to complete the work provided in each work order in the above timeframe. Should the Contractor not respond in the time required, the Owner may elect to terminate the contract or have the work performed by others.

11. **Emergency Work Orders:** The Contractor shall mobilization and begin work within twenty-four (24) hours of being notified by the Owner. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed. Bid Item 31: Emergency Mobilization for Work Order, is provided to compensate the contractor for emergency work orders.
12. If the Contractor must remove and reset fencing to access sanitary sewer manholes requiring work, removal and resetting of fencing will be based upon the unit price bid per linear footage (LF) of various types of fencing removed and reset. Measurement will be made only for the length authorized by the OWNER to be removed and reset. Posts, fencing or other materials, lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.
13. When necessary to allow CIPP installation to storm drain and sanitary sewer mains adjacent to manholes receiving force main discharge, the Contractor shall coordinate manual operation of lift stations with OWNER. Only CITY OF MILTON personnel will be permitted to operate lift stations. A minimum of 48 hour written notice (not including weekends and holidays) shall be given to OWNER.
14. The Contractor shall also provide the Owner with a list of (24/7) emergency and non-business hour telephone numbers for principal staff of this project.
15. Prior to start of construction of each work order, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.
16. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number on a minimum of one (1) vehicle on the project site at all times during construction activities.
17. The Contractor shall restore all broken mitered pipe ends, concrete swales, and other items to their original or better condition when damaged by the Contractor's operations. Unless specifically approved by the Public Works, these costs will be the responsibility of the Contractor. Therefore, the Contractor is responsible for documenting the pre-construction condition of all workareas.

18. OWNER will issue final acceptance of each individual work order once the work called for have been completed and the storm drain, and sewer system is operational. Final acceptance will be contingent on the acceptable restoration of all areas disturbed during construction. OWNER will also require the Contractor to provide his written warranty and Contractor's Final Affidavit. Upon final payment to the Contractor by the Owner, the Contractor's warranty period will begin for the work completed under that work order.
19. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
20. The CONTRACTOR shall receive and accept the compensation provided in the Schedule of Prices and the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from any discrepancy between the actual quantities of Work and quantities herein estimated by the PUBLIC WORKS, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the OWNER.
21. The prices stated in the Schedule of Prices include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Schedule of Prices shall be in accordance with the description of that item in this Section.
22. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been defined by a Schedule of Prices payment item, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project reflects his total price for completing the Work in its entirety.
23. The cost of dewatering, safety, regulatory compliance, maintenance of traffic, restoration, environmental protection including construction entrances, testing, television inspection, and other work not specified but required to complete the Work as necessary will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.
24. MEASUREMENT & PAYMENT, ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES OR OF ITEMS OF WORK. Due to the nature of an annual contract, the actual quantities required cannot be predetermined. Adjustment of unit prices will not be allowed regardless if a pay item is not used or used excessively
25. ALTERATIONS. Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner

reserves the right to revise the rehabilitation limits and/or methods proposed. Any such changes will not result in an adjustment to the bid prices.

26. RELATED PROVISIONS Payments to CONTRACTOR: Refer to the Agreement. Changes in Contract Price: Refer to the agreement.

27. REMOVAL OF PROTRUDING SERVICE CONNECTIONS

General – Description – Precautions

- Furnish all equipment, labor, tools, materials, and incidentals necessary to internally remove portions of service connections protruding into the sewer main.
- Ensure that the sewer is clean of all dirt and debris following removal of protruding service connections.
- Maintain wastewater flows, including bypass pumping, as required at all times during the performance of the Work.
- Television Inspection.
- Cleaning of Sewers.
- Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- Do not allow the sewer to fill with sewage above the crown of any pipe, or beyond any elevation below the crown that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

Products - Equipment

- Remove the service connection with an internal, remote-controlled intruding pipe remover. Excavation and replacement of the protruding service connection will not be allowed unless specifically indicated on the Drawings.
- The equipment shall be capable of cutting concrete, poly-vinyl chloride pipe, vitrified clay pipe, or other materials commonly used for pipe construction with the exception of cast iron or steel.
- Pull the equipment through the sewer using winches and a cable set up between adjacent manholes.
- If necessary, position the equipment using a CCTV camera in conjunction with the cutter assembly.

Execution - Performance

- Remove the protruding service connection to the point where it is flush with the inside wall of the sewer main.
- Remove protruding service lateral prior to the Post-construction TV Inspection specified in Section 02651, Television Inspection.
- Protect existing sewer lines and service connections from damage caused by improper use of the equipment.
- As directed by the PUBLIC WORKS, immediately repair damage to a sewer or service connection caused by removal of a protruding service at no additional

- compensation.
- Remove all dirt and debris from the sewer following completion of protruding service connection removal in that reach.

28. BID ITEMS DEFINED (49 items listed on bid sheet)

a. Bid Item 1: Television Inspection

- Measurement: The quantity for this Item shall be the linear feet of storm drain and sewer pipe internal television inspected measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe inspected.
- Payment: The unit price for this Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals to perform all aspect of the internal television inspection of the sanitary sewer mains. The television inspection shall be performed to indicate both pre-construction conditions and post-construction conditions. Payment per linear foot for this item is one time per line segment. Payment for cleaning of the existing sewer mains shall be made under bid items 27 thru 30. Each service connection shall be video inspected from within the main using a pan and tilt camera head so that the camera can video the interior of the lateral at the connection. The pre-rehabilitation and post-rehabilitation video shall be provided together so that the post-rehab footage will directly follow the pre-rehab footage for each segment of main rehabilitated. Sewer main segments determined from pre-rehab video as not needing lining shall be on a separate recording from those mains lined. All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements.

b. Bid Items 2 thru 26: CIPP Mainline Rehabilitation

- Measurement: The quantity for these Items shall be the linear feet of various diameter sewer pipe lined with CIPP felt liner of various thicknesses measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe lined.
- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals, for all aspects of installing CIPP in existing sanitary sewer piping, whose condition is classified as fully deteriorated. Payment for this item shall include tie-ins of the CIPP to existing manholes and debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

c. Bid Items 27 thru 30: Sanitary Sewer Mainline Cleaning

- **Measurement:** The quantity for these Items shall be the linear feet of various diameter storm water and sewer pipe cleaned measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipelined.
- **Payment:** The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of cleaning various diameter storm water and sanitary sewer mains to remove debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

d. Bid Item 31: Emergency Mobilization for Work Order

- **Measurement:** The quantity for this Item shall be per each emergency response within twenty- four (24) hours of being notified by the Owner.
- **Payment:** The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals required to mobilization and begin work within twenty-four (24) hours of being notified by the Owner. All other bid items shall apply accordingly. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed.

e. Bid Item 32 thru 35: Mobilization/Demobilization for Sewer Bypass Pumping

- **Measurement:** The quantity for these Items shall be mobilization/demobilization for various diameters of storm water and sanitary sewer mains per each work order general vicinity. These items shall include up to 1,200 feet of discharge.
- **Payment:** The unit price for these Items shall be a full compensation for mobilizing and demobilizing all personnel, materials, equipment, and incidentals necessary per each work order location to perform bypass pumping for the cleaning and lining of storm water and sewer mains and rehabilitating manholes. The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times. The unit price bid for these items shall include up to 1,200 feet of discharge. If more than 1,200 feet of discharge is required a price will be negotiated for the additional footage. These pay items are in addition to Pay Item Sewer Bypass Pumping.

f. Bid Items 36 thru 39: Sewer Bypass Pumping

- **Measurement:** The quantity for these Items shall be per hour of bypass pumping of various diameters of sanitary sewer mains. Bypass time shall begin

when the sewer main flow is diverted through the pump to a downstream manhole and ends when the sewer main flow returns to the storm water and sanitary sewer main.

- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to bypass the existing storm water and sanitary sewer mainline of various sizes for one (1) hour to perform the required work. When bypassing sewer mains > 24" - 48", the contractor shall provide a person on site (24/7) throughout the bypassing operation to monitor the flow.

g. Bid Item 40: Remove Protruding Service

- Measurement: The quantity for this Item shall be the number of protruding laterals removed.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of removing protruding service laterals to be flush with the existing sewer main to allow for installation of CIPP. The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection.

h. Bid Item 41: Service Reinstatement

- Measurement: The quantity for this Item shall be the number of active lateral taps and drop connections reinstated through the new cured-in-place pipe liner.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of reinstatement of lateral and drop connections as specified and shown. No payment shall be made for the reinstatement of capped tap connections.

i. Bid Item 42: Dye Testing to Locate Active Service Connection

- Measurement: The quantity for this Item shall be per each property containing a building requiring a dye test to locate the lateral.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform dye testing at one (1) property parcel containing a home or business as necessary to determine the location of the active service connection serving said property. In general, each property parcel shall have only one (1) service connection. Properties having more than one active connection shall immediately be brought to the attention of the Owner. Payment for this item shall include coordination of dye testing with businesses or homes, coordination of dye testing with the Owner's project representative, and television inspection as necessary to determine the location of the active service connection. Payment for reinstatement of the active service connection will be at the unit price bid.

j. Bid Item 43: Silt Fence for Erosion Control

- Measurement: The quantity for this Item shall be linear foot of silt fence installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one linear foot of silt fence for erosion control as per Florida

Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

k. Bid Item 44: Hay Bales for Erosion Control

- Measurement: The quantity for this Item shall be per each hay bale installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain each hay bale for erosion control as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

l. Bid Item 45: Mulching and Grassing for Erosion Control

- Measurement: The quantity for this Item shall be per square yard of mulching and grassing installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of mulching and grassing for erosion control.

m. Bid Item 46: Sod

- Measurement: The quantity for this Item shall be square yard of sod installed.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of sod to match the existing grassing.

n. Bid Item 47: Remove and Reset Fencing-Chain Link

- Measurement: The quantity for this Item shall be linear foot of existing chain link fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing chain link fence to allow for access to the existing manholes to perform the required rehabilitation.

o. Bid Item 48: Remove and Reset Fencing-Wood Privacy

- Measurement: The quantity for this Item shall be linear foot of existing wood privacy fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing wood privacy fence to allow for access to the existing manholes to perform the required rehabilitation.

p. Bid Item 49: Maintenance of Traffic

- Measurement: The quantity for this Item shall be for all items necessary for a complete traffic maintenance system for each day (24hour period) that traffic control measures are necessary in addition to cones and flagmen.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of developing, implementing, and maintaining the necessary traffic maintenance beyond the typical cones and flagmen to allow for the cleaning, television inspection and CIPPL of the storm water and sanitary sewer mains for each day (24-hour period)

requiring traffic maintenance measures issued in a work order. All maintenance of traffic shall be performed in accordance with state and local authorities. The use of only cones and flagmen for maintenance of traffic shall be considered incidental to the television inspection.

C. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

D. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

E. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.



City of Milton

DRUG-FREE WORKPLACE (F.S. 287.087)

Preference to businesses with drug-free workplace programs.—Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

Date: 03-08-2021

We have a drug-free workplace program. ☒ yes; or ☐ no (check one)

Vendor's Signature [Signature]

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415
~ Established 1844 ~



City of Milton

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Milton, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES

NO

NAME(S)

POSITION(S)

Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology

Firm Name

By (Signature):

638 E Highway 50 Ste 4, Clermont, FL 34711

Address

E-Mail: Zoie@chooseapt.com

Taylor Yarkosky

By (Printed):

CEO/Owner

Title

407-492-8881

Phone No.



City of Milton

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Taylor Yarkosky

Owner, Partner or Officer of Firm

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology, 638 E. Highway 50, Suite 4 Clermont, FL 34711

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

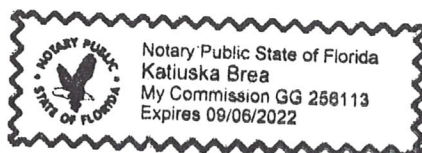
FIRM NAME: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

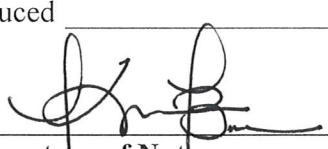
SIGNATURE: 

TITLE: Taylor Yarkosky- CEO/Owner

The foregoing instrument was acknowledged before me this 8th day of March, 2021 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced as identification and did (did not) take an oath.

SEAL




Signature of Notary

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415

~Established 18 44~

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Milton

By Taylor Yarkosky

(print this individual's name and title)

for Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology
(print name of entity submitting statements)

whose business address is 638 E. Highway 50, Suite 4, Clermont, FL 34711

and if applicable whose Federal Employer Identification Number (FEIN) is 81-2375756

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

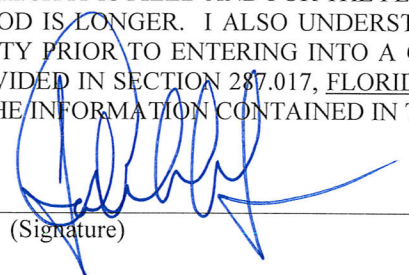
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

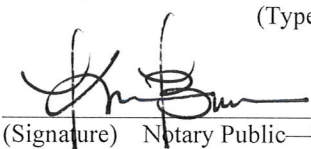
City of Clermont

STATE OF FLORIDA

Sworn and subscribed before me this 8th day of March, 2001 by

Taylor Yarkosky who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)


(Signature) Notary Public—State of Florida

Katuska Brea
(Printed, typed or stamped commissioned name of notary public)



My commission expires 09-06-2022 (SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Insurance Agency 2075 West 76th St Hialeah FL 33016		CONTACT NAME: Maria Benitez PHONE (A/C, No, Ext): (305) 824-3464 FAX (A/C, No): (305) 822-8535 E-MAIL ADDRESS: mbenitez@jacksonagency.com	
INSURED Advanced Pace Technologies, LLC DBA: Advanced Plumbing Technologies LLC and APT Property Services LLC 638 E Highway 50 Ste 4 Clermont FL 34711		INSURER(S) AFFORDING COVERAGE INSURER A: Wilshire Insurance Co. NAIC # 13234 INSURER B: Ascendant Insurance Co. INSURER C: GuideOne National Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Advance Pace**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BRK0000221 01	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA-53081-0	08/05/2020	08/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Col Deductible \$ 500
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			XL00018900	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution & Environment Liability			ENV562004263-00	02/11/2021	02/11/2022	Aggregate 2,000,000 Each Pollution Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

INSURED

FrankCrum L/C/F Advanced Pace Technologies, LLC
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:

PHONE: (800) 277-1620 X 4800

FAX: (727) 797-0704

E-MAIL ADDRESS:**INSURERS(S) AFFORDING COVERAGE****NAIC#**

INSURER A: Frank Winston Crum Insurance Company

11600

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 768215

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE \$
	CLAIMS MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG \$
	☐ OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURENCE \$
	EXCESS LIAB ☐ CLAIMS MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202100000	01/01/2021	01/01/2022	X PER STATUE ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 12/16/2019, coverage is for 100% of the employees of FrankCrum leased to Advanced Pace Technologies, LLC dba Advanced Plumbing Technology (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Advanced Plumbing Technology
638 FL-50, Ste. 4
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHICKONSKI, MASON

ADVANCED PACE TECHNOLOGIES, LLC
16054 VETTA DRIVE
MONTVERDE FL 34754

LICENSE NUMBER: CGC1524334

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





City of Milton

Purchasing Department

ITB 2021.02 Cured In Place Pipe

ADDENDUM #1

March 4, 2021

1. Could the Owner/Engineer please clarify if this CIPP rehab bid is for storm or sanitary or for both the assets? The measurement and payment section is giving conflicting information. **The contract is for both sewer and storm drain.**
2. If the city plans to rehab storm pipe as well using these said contract pricing, where are the pay items for cleaning storm pipeline segments? Bid items 27 to 30 are for sanitary pipeline. **Items 27 through 30 shall be Main Line cleaning for sewer and storm drain.**
3. In regards to sanitary pipe cleaning bid items 27-30, could the Owner/Engineer please clarify if any of the cleaning will involve tuberculation removal? If yes, then please add pay items for Tuberculation removal per pipe size range? **No, it does involve tuberculation.**
4. In regards to storm pipe cleaning, could the Owner/Engineer please clarify if they anticipate any barnacle removal? If yes, then please add pay items for barnacle removal per pipe size range? **No, it does not include barnacle removal.**
5. In regards to Bid Item 32 thru 35, the measurement and payment says "The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times", this statement is fair when the Work Order is for one location which requires one bypass setup. The same statement will undermine the contractor and open to huge financial risk, if in case there is one Work Order which has multiple locations with multiple segments needing bypass. Could the Owner/Engineer please consider re wording it to "to be paid per setup"? **The work order will be for one location.**
6. In reference to protruding laterals removal, the specs mention "The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection", if in case the laterals are already leaking will the contractor be required to grout the lateral connection? If yes, as this is unknown please add a pay item for grouting lateral on as needed basis. **You will not be responsible for any leaks Pryor to any work being done.**
7. In reference to Bid Item 49 - Maintenance of Traffic, under measurement and payment each day is defined by as 24 hrs., Could the Owner/Engineer please clarify if the contractor needs traffic control measures during normal working hours (8-12

hrs) and does not needs traffic control for full 24 hrs, how will he be compensated by the day or by the hour? **As long as the road can be reopened to normal flow of traffic, traffic control will only be needed during working hours.**

8. Could the Owner/Engineer please share previous detailed bid tabulations of similar project scope? **This is the first contract for this type of work do not have any bid tabs of previous work history.**
9. Could the Owner/Engineer please share a summary of purchase orders history released in pervious year annual contract of similar scope? **Same answer as question number 8.**
10. Can I request the previous bid tabulations for this subject bid? **Same answer as question number 8.**
11. Can we get a copy of the two additional sections referenced in the bid language?
 - a. **Section 28.A** for Bid Item 1 TV Inspection states... *"All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements."* I cannot find this section within the actual bid documents.
Section 02651 information is attached.
 - b. **Section 28.B** for Bid Items 2 through 26 it states... *"All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein."* Same as above, I cannot find this section within the actual bid documents and there are no supplemental attachments in the link.
Section 02760 information is attached.

End of Addendum #1

The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

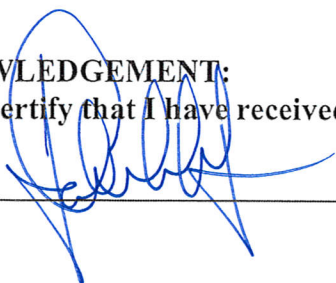
Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:

Signature



Date

03-08-2021

**THIS ACKNOWLEDGEMENT MUST BE RETURNED
WITH BID/PROPOSAL PACKAGE.**

Section 02651 - Television Inspection

PART 1: General

1.1 *Description* – Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform television (TV) inspection of existing, new and rehabilitated piping including sewer mains and sewer lateral connections.

1.2 *Definitions* –

1.2.1 *Pre-Construction Inspection* – TV inspection of sewers and storm drains to ascertain that the condition of the pipe meets acceptable standards for the proposed rehabilitation.

1.2.2 *Post-Construction Inspection* – TV inspection of repaired or rehabilitated sewer mains and storm drains.

1.3 *Requirements* – The Contractor shall be aware that this Contract requires work in active sewers and shall follow all federal, state and local requirements for safety in confined spaces.

1.4 *Performance Requirements* –

1.4.1 Inspection shall be performed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by PACP. All report annotations, pipe conditions and pipe defects shall be identified properly using PACP codes as defined by PACP, and severity ratings shall be calculated according to PACP.

1.4.2 Quality of inspection recording shall be acceptable to CITY when viewed on a standard computer monitor.

1.5 *Submittals* –

1.5.1 CCTV equipment, including make, model, age of video systems and tractors, and documentation that CCTV software is PACP v4.2 -certified.

1.6 *Reference Standards* – NASSCO prepared Pipeline Assessment and Certification Program, Second Edition Reference Manual, 2001. This manual includes a standard TV inspection form and sewer condition codes.

PART 2: Products

2.1 *Television Equipment* –

2.1.1 *Closed Circuit TV Equipment* – Select and use closed-circuit television equipment that will produce a color recording. The camera and video system components shall have the following properties:

2.1.1.1 Equipped with footage counter accurate to two tenths of a foot that displays on the TV monitor the exact distance of the camera from the starting point of the recording.

2.1.1.2 Lighting system that allows the features and condition of the pipe to be clearly seen. Lighting shall not cause shadows or loss of color within the field of view of the camera.

2.1.1.3 Capable of operating in 100 percent humidity conditions.

2.1.1.4 Capable of producing a minimum 470 lines of vertical resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

2.1.2 *Pipe Inspection Camera* – The pipe inspection camera and video components shall have the following additional properties:

2.1.2.1 Capable of producing a video recording using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees.

2.1.2.2 Camera height adjustment so that the camera lens is always centered at one-half The inside diameter, or higher, in the pipe being televised.

2.1.2.3 Include a reflector in front of the camera if necessary to provide acceptable video image quality in large diameter pipe.

2.1.3 *TV Studio* – TV studio is to be contained in an enclosed truck, trailer or van. It shall have room and seating for the operator and the City Employee and also room for at least one standing visitor with the doors closed. The studio shall have air conditioning and heating.

Normal operation of all equipment, including the TV camera, monitor, and winches is to be from a control panel in the studio.

2.1.4 *Recording* – All recordings are to be in digital format.

2.1.4.1 *Image Capture* – Digitized picture images shall be stored and be exportable as JPEG formats.

2.1.4.2 *Video Capture* – Full time live video and audio files shall be captured for each pipe segment and lateral inspected. The files shall be delivered in MPEG format on a USB 2.0 external hard drive and viewable at real time and fast forward speeds on an external personal computer that utilizes MicroSoft Media Player, version 9.0. Alternate digital formats will not be accepted unless approved by the CITY in advance of submittal. The video shall have a minimum resolution of 640 pixels (x) by 480 pixels (y) and an encoded frame rate of 29.97 frames per second. System shall perform an automatic disk image/file naming structure to allow saved video/data sections to be “Burned” to digital format. It shall have the capability of “burning” a minimum of 120 minutes of recording to the DVDR media. The video recording shall be free of electrical interference and shall produce a clear and stable image. The audio recording shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernable. The digital recordings and inspection data shall be cross-referenced to allow instant access to any point of interest within the digital recording.

PART 3: Execution

3.1 *Television Inspection* –

3.1.1 Prior to TV inspection, clean sewer lines, storm drain, and manholes. Re-clean any sewer line or manhole found to be dirty during the TV inspection process.

3.1.2 Perform Post-construction Inspections of cured-in-place mainline liners no sooner than 30 days after the completion of the lining work.

3.1.3 Televis the sewer and storm drain line to document the condition of the line. Notify the CITY 48 hours in advance of any TV inspection so that the CITY may observe inspection operations. Provide a color recording showing the completed Work.

3.1.4 For mainline sewer and storm drain inspections, inspections shall be from center of the starting manhole

to

the center of the ending manhole. Record the condition of the entire circumference of the pipe penetration. Measure distances along the pipe from the center of the upstream manhole.

3.1.5 Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.

3.1.6 Perform the preset before starting to record the inspection (i.e. the counter should not suddenly reset or jump during the recording). If a preset point on the CCTV cable is used to set the counter, Contractor shall back up the camera after setting the preset and record the entry to the pipe.

3.1.7 Center the camera in the middle of the pipe.

3.1.8 Move the camera through the line (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute.

3.1.9 Stop at every joint for three seconds. When infiltration or other defects are evident, use pan and tilt to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the sewer's condition.

3.1.10 Stop at every lateral connection. Center the camera so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the service connection. Where lateral flow is observed, observe flows from service connections for approximately two

minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during observation. Record results of the flow observed on video recording and inspection logs.

3.1.11 Capture color still shots of video recordings for all defects encountered.

3.1.12 Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer and storm drain conditions to move the camera through the sewer and storm drain lines.

3.1.13 TV inspection recordings shall be continuous for each pipe segment.

3.1.14 Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights in order to produce acceptable recordings. All TV inspection recordings that do not meet the specified requirements shall be retelevised at no additional cost to the Owner.

3.2 Flow Control –

3.2.1 Adequately control the flow in the section being televised. Plugging or bypassing of the flows may be used to accomplish this. Recordings made where the depths of wastewater flow shown below are exceeded will be rejected:

Flow Control During Television Inspection

Pipe Diameter (Inches) 6-10 / Depth of Flow (% of Pipe Diameter) 10

Pipe Diameter (Inches) 12-24 / Depth of Flow (% of Pipe Diameter) 15

Pipe Diameter (Inches) Over 24 / Depth of Flow (% of Pipe Diameter) 20

3.2.2 Whenever flows in a sewer line or storm drain are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the sewer and storm drain lines from damage that might be inflicted by excess water surcharging. Further, take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers or storm drain involved. No overflows are permitted. The Contractor is responsible for all damages.

3.2.3 Contractor is responsible for all damages to Contractor owned and operated equipment, Owner facilities, and privately owned facilities caused by malfunction of plugs, pumps or other Contractor equipment. In the event of a failure or malfunction of Contractor equipment, Contractor is responsible for all work necessary to restore facilities to preconstruction condition including but not limited to excavation and restoration of sewer lines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.

3.2.4 It is anticipated that portions of the sanitary sewer are bowed or bellied and as a result the camera will be submerged. Wherever the camera encounters a submerged condition, or where the wastewater flow depth exceeds the maximum allowable, reduce the flow depth to an acceptable level by performing the survey TV inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless approved by Engineer.

3.3 *Passage of TV Camera* – If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction in order to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.

3.4 *Inspection Deliverables* –

3.4.1 *Written Inspection Reports* – Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP defect codes. The reports shall include at least the minimum amount of information required by PACP, including required PACP header information. Color still shot images of all defects encountered shall be included with each pipe segment.

3.4.2 *Electronic Inspection Reports* –

3.4.2.1 Provide a NASSCO PACP v4.2 certified database listing all PACP required data

fields for each pipe segment. The provided database shall be in ".mdb" format with no password protection on the file.

3.4.2.2 For each type of CCTV deliverable (Pre-Construction, Post-Construction, Warranty), provide a single database containing all the inspections for the Project.

3.4.2.3 Post Construction deliverables will contain a single inspection for each asset, inspected upon completion of all non-warranty Work on the asset.

3.4.2.3.1 Submit two inspection records for a single asset only if the asset cannot be completely inspected from one side due to the physical condition of the pipe.

Properly use the PACP "MSA" coding for each such inspection record.

3.4.3 *Inspection Recordings –*

3.4.3.1 Provide digital inspection recordings for all recordings, unless otherwise specified in paragraph 3.4.4.

3.4.3.2 Recording shall be of a quality sufficient for Engineer to evaluate the condition of the sewer or storm drain, locate the service connections, and verify cleaning. If CITY determines that the quality is not sufficient, re-televis the sewer or storm drain segment and provide a new recording and report at no additional compensation. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection. Payment for televised inspection will not be made until CITY approves the recordings and reports.

3.4.3.3 Only pipe segments from the same Project shall be included on a given hard drive. Multiple deliverable types may be included on a given hard drive, but the files must be organized in individual project folders. TV Inspection recordings shall not be edited.

3.4.3.4 Digital recordings: Each pipe segment must be its own electronic file. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

3.4.3.5 Each hard drive must have a file index whose name contains the pipe segment reference number.

3.4.3.6 Maintain a master copy of all recordings and Inspection Reports for two years after delivery of reports and recordings.

3.4.3.7 Label each hard drive with the following information:

3.4.3.7.1 File Number

3.4.3.7.2 Contractor's Name

3.4.3.7.3 Project Name

3.4.3.7.4 Contract Number

3.4.3.7.5 Drawing Number

3.4.3.7.6 Inspection Type: Post Cleaning, Repair

3.4.3.7.7 Date Televised

3.4.3.7.8 Pipe Segment Asset Identification Number

3.4.4 *Inspection –* Inspection deliverables for different types of inspections are defined below:

3.4.4.1 *Pre-Construction Inspection –* One copy on a USB 2.0 external hard drive of PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

3.4.4.2 *Post-Construction Inspection –*

3.4.4.2.1 Two copies of Written Inspection Reports in bound report with project name on binder spine. Reports to be filed in ascending order by upper manhole number.

3.4.4.2.2 One copy on a USB 2.0 external hard drive of the PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

+ + END OF SECTION + +

SECTION 02760

CLEANING OF

SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to clean the pipelines.
- B. The cleaning Work required includes, but is not limited to, the following:
 - 1. Field locating all manholes or inlets along the sewer or storm drain reaches to be cleaned.
 - 2. Cleaning of existing sanitary sewers or storm drain.
 - 3. Cutting of roots, grease, intruding sealing ring material and objects wedged in pipe joints from existing sanitary sewers or storm drain.
 - 4. Removal of debris from the sewers and storm drains.
 - 5. Disposal of waste and sediment.
 - 6. Cleaning up as the Work progresses and after the completion of all Work activities.
 - 7. All other Work required for the complete and satisfactory cleaning of the pipelines.

1.2 DEFINITIONS

- A. Normal cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe, manholes or inlets in 1 to 3 complete passes of the nozzle.
- B. Root cutting and grease cutting – removal of roots larger than fine roots (as defined by PACP), hardened grease and intruding sealing ring material using cutting device.
- C. Heavy cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe in 4 to 8 complete passes of the nozzle.

1.3 RELATED SECTIONS

- A. Section 02651, Television Inspection.

1.4 GENERAL PRECAUTIONS

- A. This Contract requires work in active sewers and storm drains. Adhere to all federal, state, and local requirements for safety in confined spaces.
- B. Take precautions to protect sewer mains, storm drains, laterals and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- C. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- D. Do not surcharge the sewer or storm drain beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

- E. Some of the manholes accessing sections of the sewer and storm drains included in this work are located outside the right-of-way. For Work located outside the right-of-way, Limits of Construction will be provided on maps. Do not encroach on lands outside the designated Limits of Construction at any time during the Work.
- F. Restore or repair any facility, public or private, which is damaged by CONTRACTOR actions at no cost to OWNER.

1.5 SUBMITTALS

- A. Specifications of the sewer and storm drain cleaning equipment, including performance data on pump, hose diameter and length, tank capacity, and intended nozzles and root cutters, to be used on the job. Provide a chart that shows hose length and diameter versus volume and pressure.
- B. Specifications on the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

1.6 QUALIFICATIONS

- A. CONTRACTOR shall have experience in the cleaning of sewers and storm drains. Documentation of experience shall be furnished to the CITY upon request.

PART 2 - PRODUCTS

2.1 MAINLINE SEWER CLEANING EQUIPMENT

- A. Sewer cleaning equipment shall consist of truck-mounted, high velocity hydro-cleaning equipment. The equipment shall be provided with a minimum of 500 feet of one-inch inner diameter high-pressure hose with a selection of high velocity nozzles, as required for the cleaning operation. The various nozzles shall produce a scouring action from 10 to 45 degrees in all size sewers to be cleaned. Use nozzles matched to the pumps and the site-specific cleaning requirements. Mount all nozzles with skids. A tiger tail or boot or downhole roller is required. A pressure gauge shall show operating pressure and a flow meter shall show flow rate. A table to translate shown pressures to delivery pressure shall accompany each cleaner unit.
- B. The pumps shall be capable of delivering a minimum 60 gpm at 2,000 psi at the nozzle head. A relief valve shall regulate pressure to the nozzle. The unit shall carry its own water tank, minimum of 1,000 gallons, auxiliary engines and pumps, and a hydraulically-driven hose reel.
- C. All controls shall be located so that the equipment can be operated above ground.
- D. Include appropriate adaptors, hoses and nozzles for cleaning laterals from mainline sewer.

2.2 VACUUM EQUIPMENT

- A. Provide equipment capable of removing all sand, dirt, rocks, roots, and other debris from the sewer and manhole.
- B. Provide screens to prevent scoured debris from migrating downstream of the limits of the Work.

+ + END OF SECTION + +

Bond No. BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Milton

as Obligee, hereinafter called the Obligee, in the sum of 5% of the contract price

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB 2021.02 Cured-In-Place Pipe

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of March, 2021

[Signature]
Witness

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing
Principal (Seal)
By: [Signature] Nylen Arkosky - CEO
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety (Seal)
By: [Signature] L Samir Jallad
Attorney-in-Fact



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

L. SAMIR JALLAD of MAITLAND, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

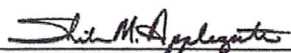
RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

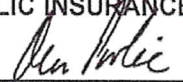
RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.


Assistant Secretary



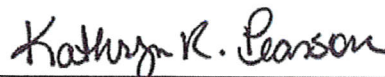
OLD REPUBLIC INSURANCE COMPANY


Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

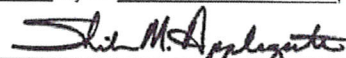
(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-2921

Signed and sealed at the City of Brookfield, WI this 5th day of March, 2021.


Assistant Secretary

ORSC 11008 (6-93)



Licensed Contractor:

CGC1524334 • CCC1330984

CBC1258589 • CFC1430312 • H15001 • H17592

Municipal/Industrial/ Commercial Pipe Investigating, Cleaning and CIPP/Lining Services

Storm and sewer lateral and mainline CIPP (cured in place pipe) lining using water cured method. We also provide air/steam cured method.

Storm and sewer CCTV video inspections

Storm and sewer pipe/drain cleaning services

Storm and sewer service reinstatements

Heavy cleaning services (concrete & heavy debris removal)

Drain system video inspection

Mainline, branch line, and vent stack descaling and cleaning

Vent stack lining using Bluelight UV Curing process

Mainline lining using Bluelight UV Curing process

Branch line lining using ambient curing process

Vent Stack epoxy brush/spray coating

Branch line epoxy brush/spray coating

Mainline epoxy brush/spray coating



Our equipment
is manufactured
in the USA

EQUIPMENT

- Rush-Overland Generation II Superlift water inversion mainline Boiler system – Odessa, TX USA
- Cues "PACP" CCTV camera/cutter truck – Orlando, FL USA
- Schwalm USA robotic cutters – Greenville, SC USA
- Permaliner F-10 & F-24 air inversion mainline systems – Plainfield, IL USA
- Vacuum trucks for pipe cleaning & debris removal – Mukwonago, WI USA
- Refrigerated truck for CIPP liner transport – Morgantown, PA USA
- Hammerhead Bluelight UV curing system – Lake Mills, WI USA
- Boldan and Permaliner ambient lining systems – Clearwater, FL USA
- Permaliner steam curing lining system – Clearwater, FL USA
- Picote Mini and Maxi Millers – Anderson, SC USA
- Picote cleaning tools for drain lines – Anderson, SC USA
- Ridgid Seesnake inspection camera systems – Elyria, OH USA

CERTIFICATIONS & LICENSES

- PACP • LACP • MACP
- CLASS A and B CDL Drivers w/ tanker and hazmat endorsements
- OSHA 40 HAZWOPER certifications
- Confined spaces certifications
- All MOT requirements are facilitated
- Licensed Home Inspector
- FL Licensed Certified General Contractor
- FL Licensed Certified Plumbing Contractor
- FL Licensed Certified Building Contractor
- FL Licensed Certified Roofing Contractor
- Picote drain cleaning and brushcoating
- Permaliner CIPP lining (steam and ambient curing)
- Hammerhead Bluelight UV Lining Certification

Advanced Plumbing Technology

638 E. Highway 50 • Clermont, FL 34711 • 866-739-3734



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
School Resource Officer Agreement		
Requested Action		
Staff Report		
Consider School Resource Officer Agreement with Imagine South Lake Charter for 2021-2022 school year		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021- 2022 Imagine South Lake SRO Agreement MOU	2021- 2022 Imagine South Lake SRO Agreement MOU.docx	

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "**LAW ENFORCEMENT AGENCY**" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "**CHARTER BOARD**".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2021-2022 school year beginning the 10th day of August, 2021 through the 27th day of May, 2022.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY liability to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds

the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved

to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense. If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the

CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Ninety Two Thousand, One Hundred and Forty Two Dollars (\$92,142.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2021. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida. In the event of COVID-19 or another unforeseen event that causes the shutdown of the school wherein the students work remotely and there is not a need for the SRO to be on the campus, the CHARTER BOARD will not be required to compensate the CITY OF CLERMONT for that time period.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Kathleen Dial

Principal
2750 Hartwood Marsh Road
Clermont, Florida, 34711

LAW
ENFORCEMENT
AGENCY: Chief of Police
Clermont Police Department
3600 S. Highway 27
Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this day of _____, 2021.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this _____ day of _____, 2021.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: _____

By: _____

By: _____,
Chairperson

Approved: _____

Date: _____

Charter Board Attorney

CITY OF CLERMONT, FLORIDA

Attest: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Tim Murry, Mayor

Approved: _____
Daniel Mantzaris, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.

7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.
12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.
13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.
14. The SROs shall be familiar and offer support with the plans and strategies for the prevention

and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.

21. The SROs and school administration shall work together to keep each other informed

during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Lake County Water Authority Grant Acceptance		
Requested Action		
Recommend approval of a grant agreement with the Lake County Water Authority in the amount of \$30,000. This grant will be used to design a water quality project in basin number 12A of the Lake Winona drainage basin. This drainage basin connects to Lake Minnehaha and on to the chain of lakes.		
Staff Report		
The Public Services Department has a long history of working with the Lake County Water Authority to design and construct water quality projects for City maintained outfalls that have direct impacts on Lake water quality. The Lake County Water Authority has participated in four water quality projects in the past ten years with Victory Pointe being the largest commitment.		
Additional Analysis		
Fiscal Impact Summary		
This \$30,000 grant will help offset the cost of designing the proposed water quality project. The design of the project is estimated to be at \$104,000. The city's contribution amount of \$74,000 will be paid with stormwater funds from the current fiscal year (FY-21) budget and the next fiscal year budget (FY-22).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$34,000	45538-66900-38125 (Stormwater Fund)	\$34,000
\$40,000	45538-66900-38125 (Stormwater Fund)	\$40,000
Exhibits Attached (copies of original agreements)		
1.	Lake County Stormwater Grant	Lake County Stormwater Grant.pdf

**LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM
AGREEMENT TO FUND CLERMONT
BASIN 12A DISCHARGE TO LAKE WINONA**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and THE CITY OF CLERMONT, whose address is 685 West Montrose Street, Clermont, Florida 34711 (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance to complete design work of a stormwater treatment system.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of completing design plans for a stormwater treatment system consisting of baffle boxes pre-treating water entering Lake Winona, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

(2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
- c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
- d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.

B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.
12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher	
Water Resources Director	
Lake County Water Authority	
27351 SR 19	
Tavares, FL 32778-3119	
Telephone No.:	(352) 324-6141 ext. 38
Fax No.:	(352) 324-6364
E-mail Address:	jdanaher@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

James Maiworm	
Assistant Director of Public Services	
City of Clermont	
3335 Hancock Road, Clermont, FL 34711	
Telephone No.:	(352) 241-0178

22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

Witness

By: _____
LCWA, Executive Director Date

Federal ID#: 59-6018003

CITY OF CLERMONT

Witness

By: _____
City of Clermont, Mayor Date

Federal ID#: 59-6000290

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	Grant Work Plan (9 Pages)

Applicant Information

Municipality or Community Name City of Clermont	Contact James Maiworm
Phone Number 352-271-1178	Title Assistant Director of Public Services
Project Name Basin 12A Water Quality Project	E-mail jmaiworm@clermontfl.org
Mailing Address 3335 Hancock Road Clermont FL 34711	
Federal ID Number 59-6000290	

Location Maps

Please provide the following required information

- ☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

- ☐ **Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. **(5 points max)**

Conceptual Completed
Study Completed (Updated Minnehaha drainage basin study)
Design Proposed as a part of this grant
Permits Will be submitted as a part of design
Bid Packages Prepared As a part of design
Time from Award to Project Completion Design will be completed 30 weeks from notice to proceed.

- ☐ **Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. **(19 points max)**

Lake Winona is connected to Lake Minneola by a channel that is large enough for mid-sized water craft to navigate. This channel provides recreational opportunities for Adjacent residents and visitors. Public shore line is available on the eastern shore which allows for fishing and water sports.
The expected public benefit is to continue the City of Clermont's commitment to improve the water quality of stormwater runoff to maintain the current outstanding water quality in our lakes.

- ☐ **Cost Sharing:** What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

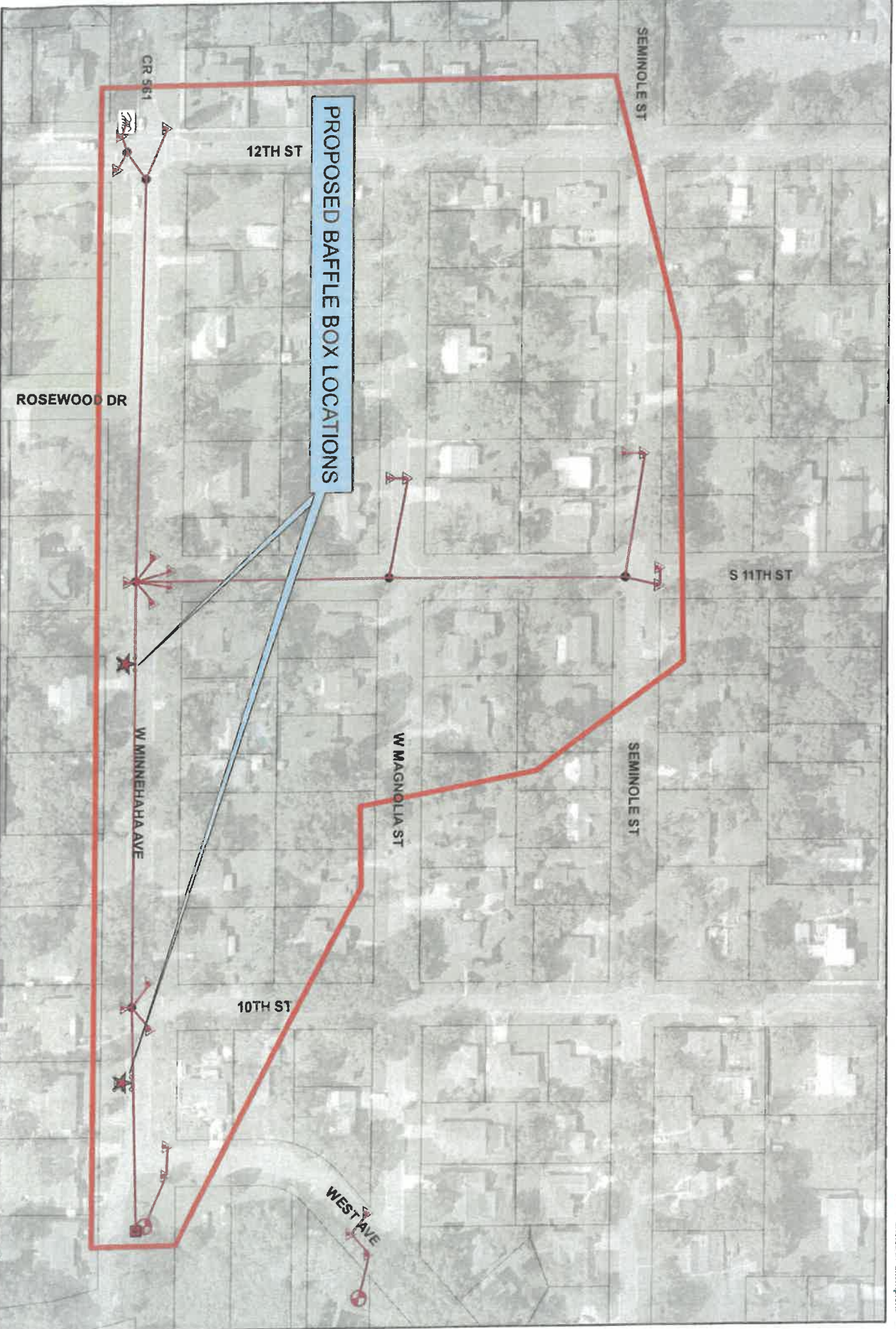
☐ %	0 to 25% LCWA reimbursement of project cost	15 points
☒ %	26 to 50% LCWA reimbursement of project cost	12 points
☐ %	51 to 75% LCWA reimbursement of project cost	6 points
☐ %	76 to 100% LCWA reimbursement of project cost	3 points

- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
Total		100



STORMWATER FACILITIES - BASIN12A



Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Event, Open Container, and Road Closure Request		
Requested Action		
Recommend to approve the event, road closures and open containers for Oktoberfest.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th street to be closed beginning 7 a.m. on Saturday, October 2, 2021, through 11 p.m. on Sunday, October 3, 2021, to host an Oktoberfest event. The event will run from Saturday 12 p.m. – 10 p.m., and Sunday 12 p.m. – 8 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. The applicant is aware he will have to comply with all COVID-19 safety protocols. This event was previously approved for October 1 and 2, 2021 and applicant has requested to change the dates and times requiring Council approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Oktoberfest 2021	Oktoberfest 2021.pdf	
2. Oktoberfest Layout NEW	Oktoberfest Layout NEW.png	
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 Oktoberfest
Date(s) of Event Oct. 1-2, 2021 Estimated Attendance: 500-750
Event Start Time: 5 PM Friday Event End Time: 10 PM
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:	Oktoberfest		
DATE OF EVENT:	Oct. 1-2, 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.





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, July 27, 2021		
Agenda Item Name		
Event Request		
Requested Action		
Recommend to approve The River Church "Awake America" event on September 23, 24, and 25, 2021 at Waterfront Park.		
Staff Report		
The River Church has requested to have a three-day event "Awake America" at Waterfront Park on September 23-25, 2021. The organization will have live music at the event each evening from 5-9 p.m. It will be open to the public with an estimated attendance of up to 1500 each night. They have agreed to the proper number of police, medical, and staff as directed. This event was previously approved by staff. However, since then, they are anticipating a larger attendance which requires City Council approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 9-23-21--9-25-21Community Outreach Event application	9-23-21--9-25-21Community Outreach Event application.pdf	
2. River Church New layout	River Church New layout.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

#3656

Today's Date 2/10/21
Name of Event _____
Date(s) of Event 9/23, 9/24, 9/25 Estimated Attendance: 400
Event Start Time: 6:30 PM Event End Time: 9:00 PM
Before Event Setup Time: 3:00 PM After Event Cleanup Time: 10:00 PM
Name of Organization/Applicant River Clermont, Inc

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8017595640 C-8

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

Federal ID # or Driver's License # 63-1083950

Event Contact Steve Alderman Email emailalderman@gmail.com

Day Phone 352-243-7505 Cell Phone _____

Address 796 Hooks St City Clermont State FL Zip 34711

Secondary Contact Caleb Ring Phone # 615-525-6414

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

Briefly Describe Event: Gospel Hope nights. We plan to give food boxes, assistance towards bills and rent. We will have live worship and brief ministry time.

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: _____

SPECIAL EVENTS COST ESTIMATOR

Payment Deadline:

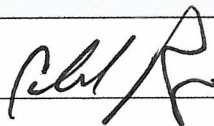
Application Fee and deposit are due upon submission

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		
Mandatory Cleaning Fee	\$60	\$60	Non-Refundable	
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		
Mandatory Cleaning Fee	\$60	\$60	Non-Refundable	
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				

Applicant Signature: _____



Date: _____

2/10/21

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: Sound System

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: Worship nightly from 6:30 til 7:15 pm

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

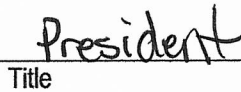
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

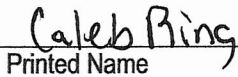
PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits,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

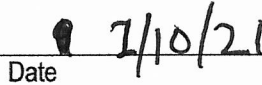
Indemnification, Insurance and Additional Costs

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


Applicant's Signature


Title


Printed Name


Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017595640C-8	08/18/2018	08/31/2023	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE RIVER CLERMONT INC
796 HOOKS ST
CLERMONT FL 34711-3502

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

FACILITY SALES RECEIPT



Receipt # 60102
Payment Date: 02/10/21
Household: 3656

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

The River Clermont
 796 Hook street
 Clermont FL 34711

Reservation Details: Waterfront Park, Highlander Pavilion and Building - Area A

Reserv. Contact: **The River Clermont**
 Phone Number: **(Not Assigned)**
 Reserv. Number: 8696
 Status: Firm
 Purpose: Community Outreach Event
 Anticipated Count: 400

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 09/23/2021 @ 6:00A thru Sat 09/25/2021 @10:00P	2,170.00	2,170.00	10.00	10.00	2,160.00
Deposit:	250.00	250.00	250.00	250.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	250.00	1.00	0.00	0.00	250.00
Daily Fee - Resident / Non Profit	700.00	3.00	0.00	0.00	2,100.00
CLEANING - HIGHLANDER	60.00	1.00	0.00	0.00	60.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 02/10/21 @ 11:29 am by acardarelli

Total New Deposit Fees	250.00
Total New Fees	2,170.00
Total Due	2,420.00
Total Deposit Fees Paid	250.00
Total Fees Paid	10.00
Total Paid	260.00
Balance From Receipt	2,160.00

Payment of: 260.00 Made By: Check With Reference: 8697

Updated 7/15/21

River Clermont Church "Awake America"

Thursday September 23, 2021

9am: Set up

2pm: Sound check

5pm: Registration opens and Music starts

6pm: Event starts

9pm: Event ends

9-10pm: Clean up

Friday September 24, 2021

2pm: Sound check

5pm: Registration opens and Music starts

6pm: Event starts

9pm: Event ends

9-10pm: Clean up

Saturday September 25, 2021

2pm: Sound check

5pm: Registration opens and Music starts

6pm: Event starts

9pm: Event ends

9-10pm: Tear Down / Clean up

Note: 24 Hour security from Thurs @ 9am – Saturday 10pm

Crowd expectancy: 1,000 - 1,500





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Event, Open Container, and Road Closure Request		
Requested Action		
Recommend to approve the allowance of the Clermont Parks & Recreation Department's annual "Light Up Clermont" event in downtown Clermont with street closures and open container allowance.		
Staff Report		
The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont" on December 3rd and December 4th in Downtown Clermont. All businesses and residents impacted by the closures have been contacted via individual letter delivery. The Parks and Recreation department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. <u>Road Closure Part A</u> <u>Start: December 3, 2021 - 8:00 AM</u> <u>Finish and Reopen: December 4, 2021 - 3:00 PM</u> -Montrose Street at Lake Ave. -Montrose Street in front of previous police station -8th St. at Minneola Ave. and in between Montrose St. and Desoto St. -7th St. at Montrose St. and at Desoto St. <u>Road Closure Part B (Parade Route with map attached)</u> <u>Start: December 4, 2021 - 9:00 AM</u> <u>Finish and Reopen: December 4, 2021 - 1:00 PM</u> Please note that as the parade participants pass through, parts of the parade route can start to open -3rd Street between Orange Avenue and West Minneola Avenue -West Minneola Avenue between 3rd Street and Lake Avenue -Lake Avenue between West Minneola Avenue & Minneola Avenue -Montrose Street between Lake Avenue & West Avenue -West Avenue between Montrose Street & West Osceola Street -West Osceola Street between West Avenue and 3rd Street -5th Street between West Osceola Street and the City Parking Lot at the South Lake Trail The department is also requesting for a City approved licensed catering service to serve and sell beer and wine within the special event grounds on Friday, December 3rd from 5:00 PM till 9:30 PM.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021 LUC Friday Night Street Closure	2021 LUC Friday Night Street Closure.pdf	

2.	2021 Parade Route	2021 Parade Route.pdf
3.	Notice to Area Residents and Businesses	Notice to Area Residents and Businesses.pdf



2021 LUC Road Closure Request

- Montrose Street at Lake Ave.
- Montrose Street at front of old police station
- 8th St. at Minneola Ave. and in between Montrose St. and Desoto St.
- 7th St. at Montrose St. and at Desoto St.

1.81 miles

-  0 mi Head South on 3rd St
-  0.3 mi Head West on W. Minneola Ave.
-  0.63 mi Head South on Lake Ave.
-  0.7 mi Head West on W. Montrose St.
-  1.02 mi Head North on West Ave.
-  1.17 mi Head East on W. Osceola St.
-  1.6 mi Head North on 5th St.
-  1.7 mi At traffic circle, take 1st exit
-  1.71 mi Head Northeast toward 4th St.
-  1.81 mi Turn left at 4th St.
-  1.81 mi Destination

2021 LIGHT UP CLERMONT PARADE ROUTE
SATURDAY, DECEMBER 4, 2021

Lake Minneola



Parade
Staging Area

SPARKLING WATER LAKE

ORANGE AVE
Orange Ave

CEDAR ST
Cedar St

CARROLL ST
Carroll St

464 445
Carroll St

399 399

399 399

Carroll St

W OSCEOLA ST
W Osceola St

456 400

400 400

300 300

299 300

W MINNEOLA AVE
W Minneola Ave

600 600

600 600

600 600

500 409

300 300

300 300

200 200

W MONTROSE ST
W Montrose St

600 600

600 600

599 599

400 400

300 300

300 300

300 300

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC,
© OpenStreetMap contributors, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Notice to Area Residents and Businesses

Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood

Dear Neighbor,

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 Light Up Clermont Event and Parade will be on Friday and Saturday, December 3 and 4, 2021. Friday night there will be a tree lighting and many holiday activities to bring in the Holiday season. On Saturday the parade will be starting at 10:00 AM with its start and finish location at Waterfront Park. The parade will depart at 10:00 AM and continue its route, with a projected completion time of 12:00 PM.

Below you will see road closure times for the event and specific streets that will be impacted by the special event along with a new parade route located on the backside of this letter.

Restricted Parking Times & Road Closures

Start: December 3, 2021 - 2:00 PM

Finish and Reopen: December 4, 2021 - 2:00 PM

- Montrose Street between Lake Avenue and entrance to previous police station
- 8th Street between Montrose Street and Minneola Avenue
- 8th Street between Montrose Street
- 7th Street between Montrose Street and Desoto Street

Start: December 4, 2021 - 9:00 AM

Finish and Reopen: December 4, 2021 - 1:00 PM (Please note that as the parade participants pass through, parts of the parade route can start to open when it is safe to do so.)

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

The City will have signage posted along these routes 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 all City of Clermont employees are working diligently to present the best Holiday Event ever.

If you have any questions or comments, please contact the City of Clermont, Parks and Recreation Department at 352-708-5975 or email mriviera@clermontfl.org.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 27, 2021	
Agenda Item Name	
Ordinance No. 2021-017 <i>Final</i> <i>Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-017.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will be gated and used for Emergency Vehicles only. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, the Honda Dealership use, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	
2. Ord 2021-017 - Headquarter Honda Annexation (06.24.2021 V1) - R&F BL	Ord 2021-017 - Headquarter Honda Annexation (06.24.2021 V1) - R&F BL.pdf	
3. Location Map	Location Map.pdf	
4. New Conceptual Plan-7-13-21	New Conceptual Plan-7-13-21.pdf	
5. HondaDeck-Roadview1	HondaDeck-Roadview1.pdf	
6. HondaDeck-Roadview2	HondaDeck-Roadview2.pdf	
7. HondaDeck-Roadview3	HondaDeck-Roadview3.pdf	
8. Signed Annexation App	Signed Annexation App.pdf	
9. 2021-017 Legal AD	2021-017 Legal AD.pdf	



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

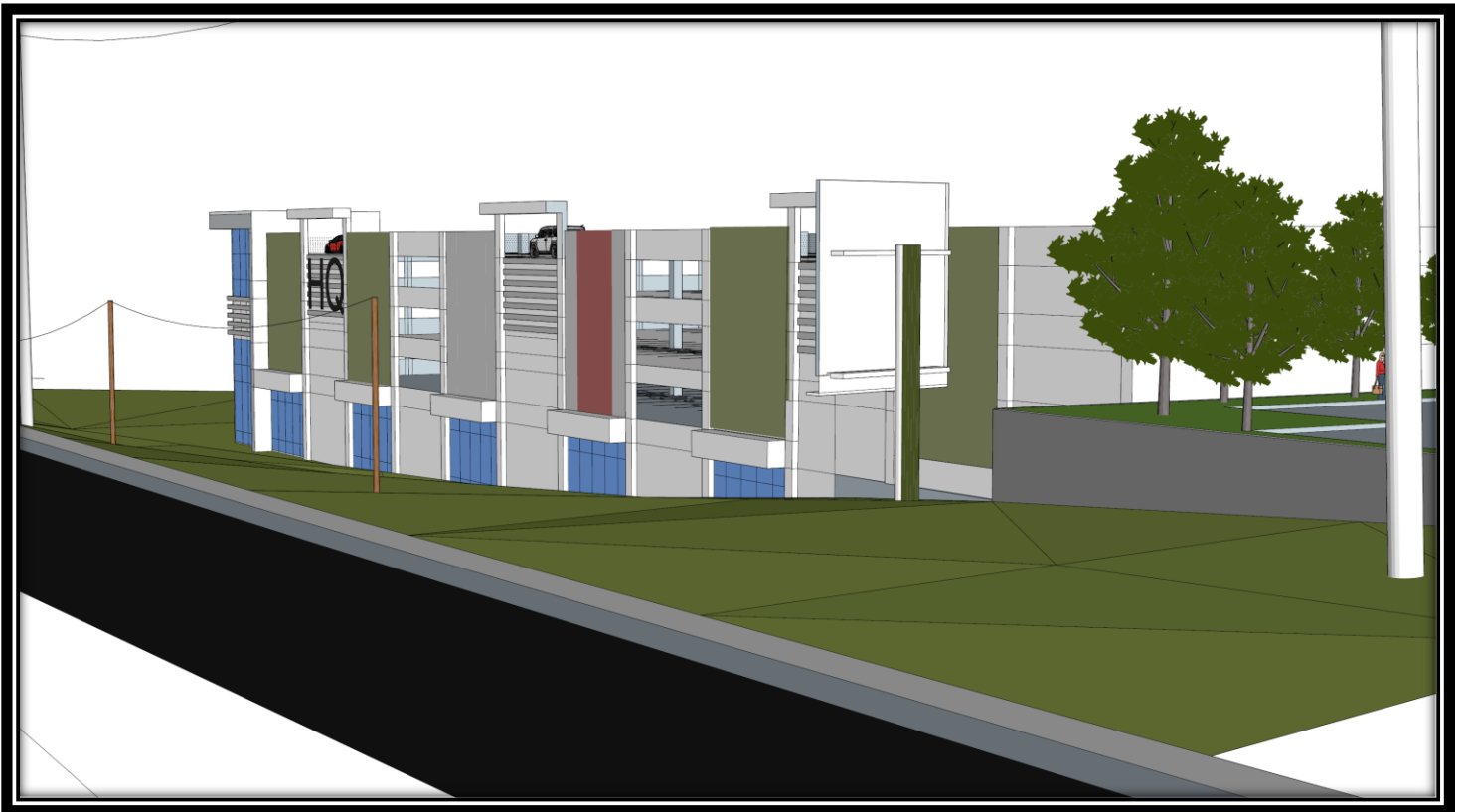
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for expansion of automobile inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial; and the current use is Headquarter Honda Auto Sales and Services, the parcel located to the south and east of subject property is located in Lake County; with an Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-017

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 SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

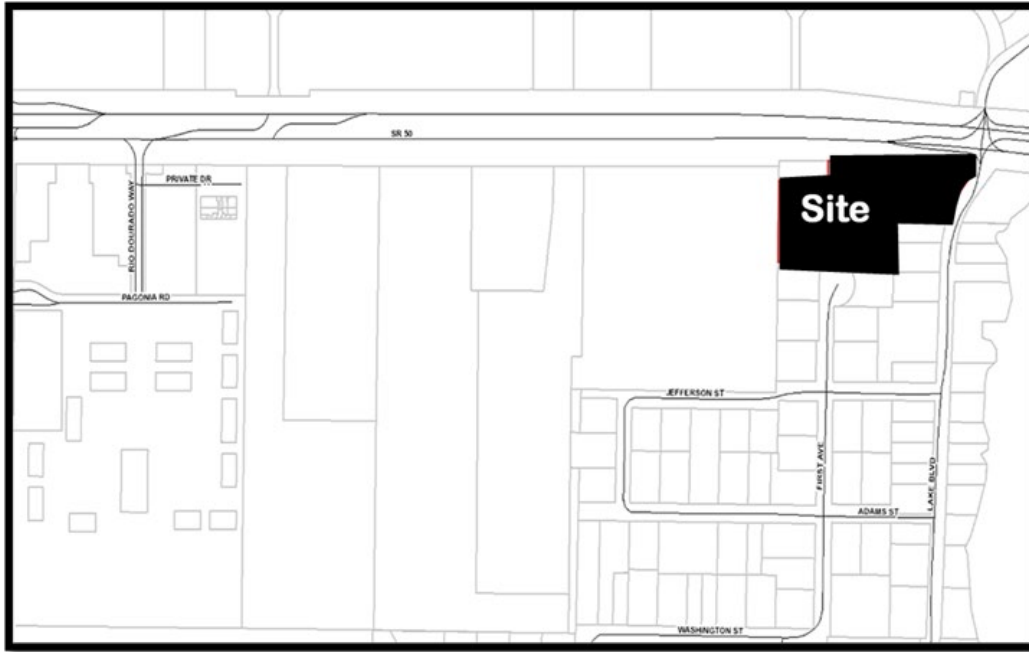
Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A;; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

CITY OF CLERMONT
ORDINANCE NO. 2021-017

LOCATION

Vacant parcel located on State Road 50 and the
Corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- acres



SECTION 2.

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

SECTION 3.

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2021-017

SECTION 6: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 7: PUBLICATION AND AN EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2021-017

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27TH day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

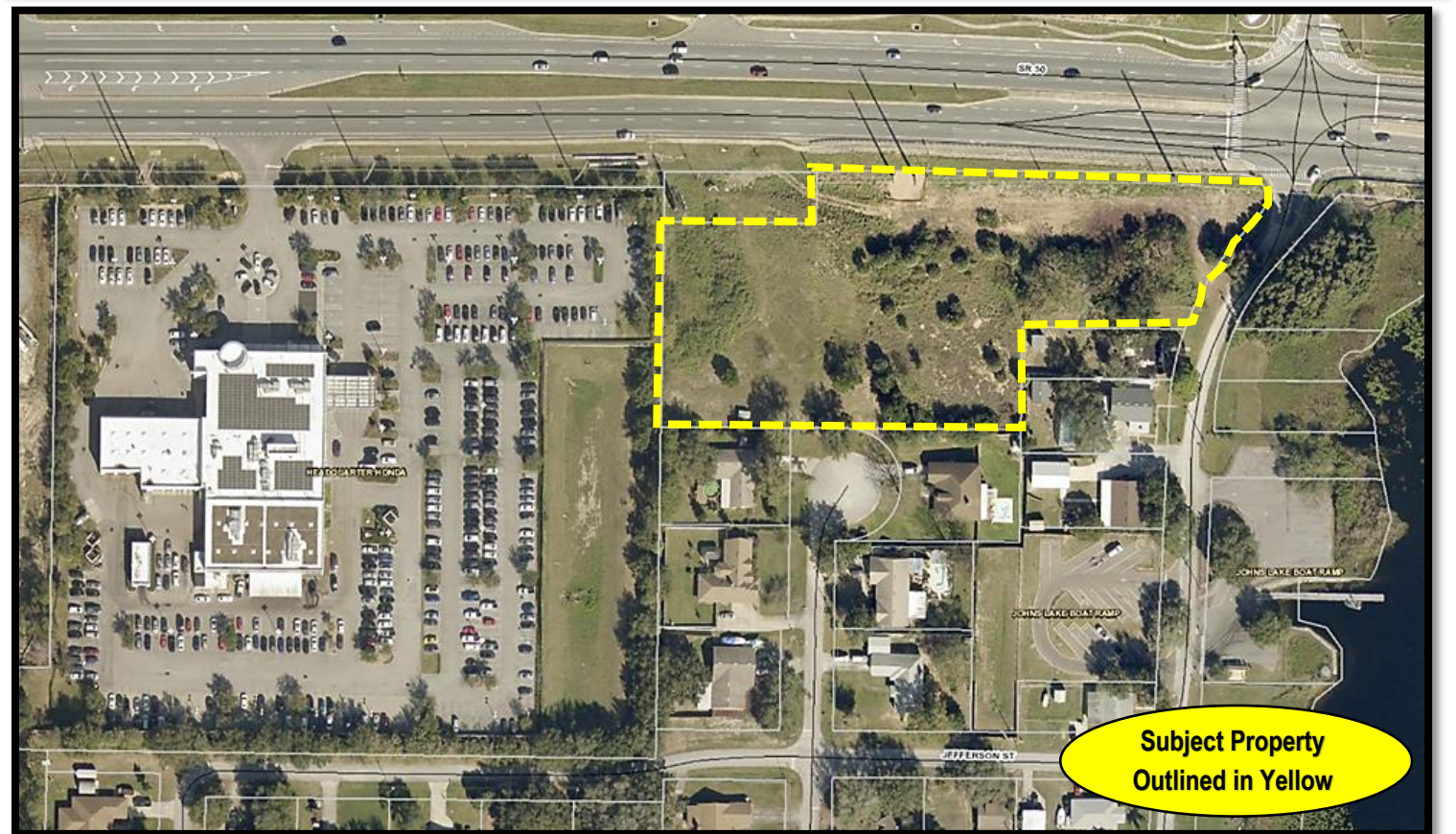
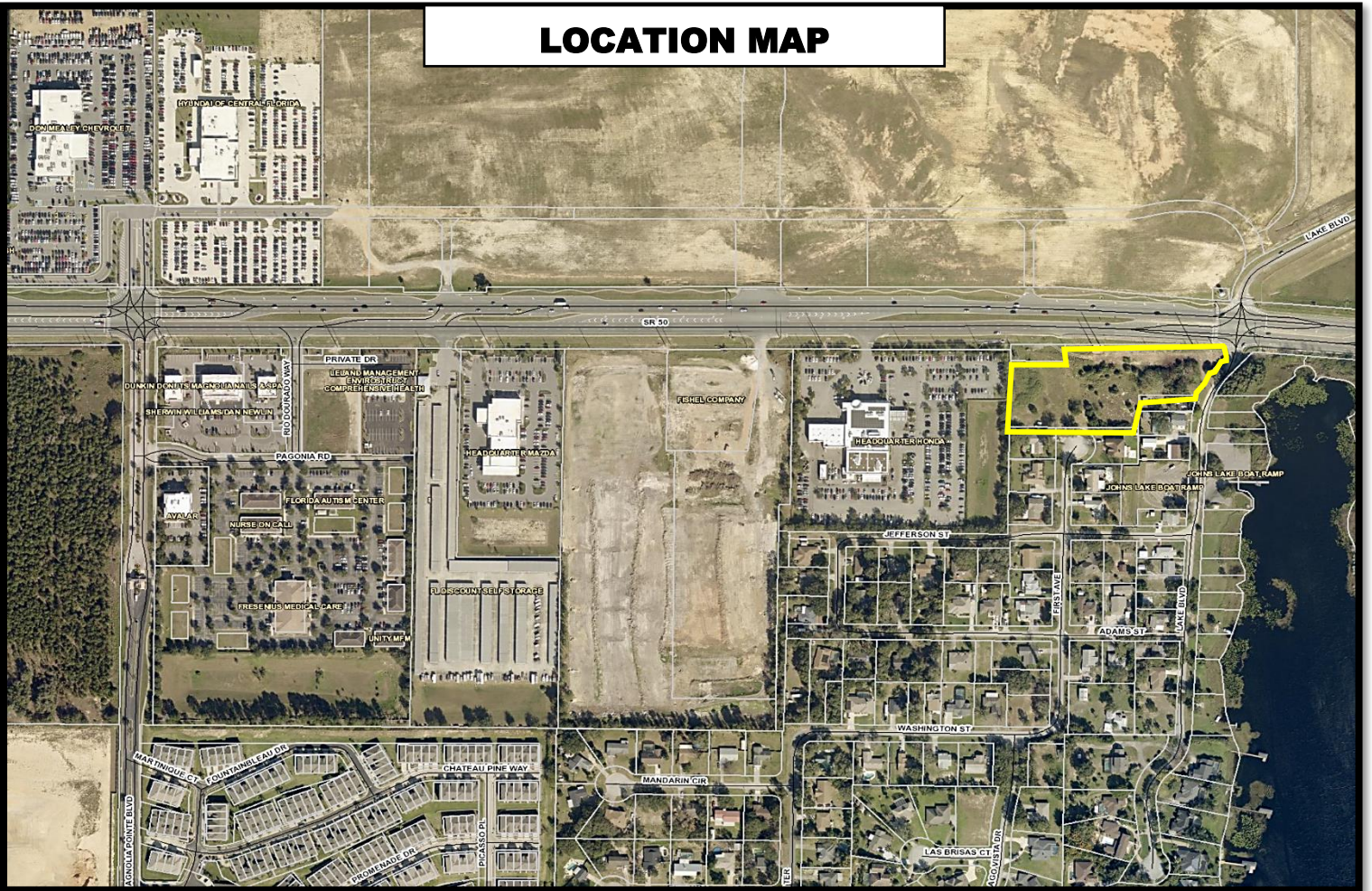
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



Subject Property
Outlined in Yellow

SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

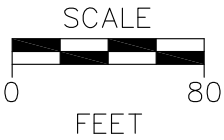
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

4-STORY
PARKING GARAGE

SWALE

PARKING AREA

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

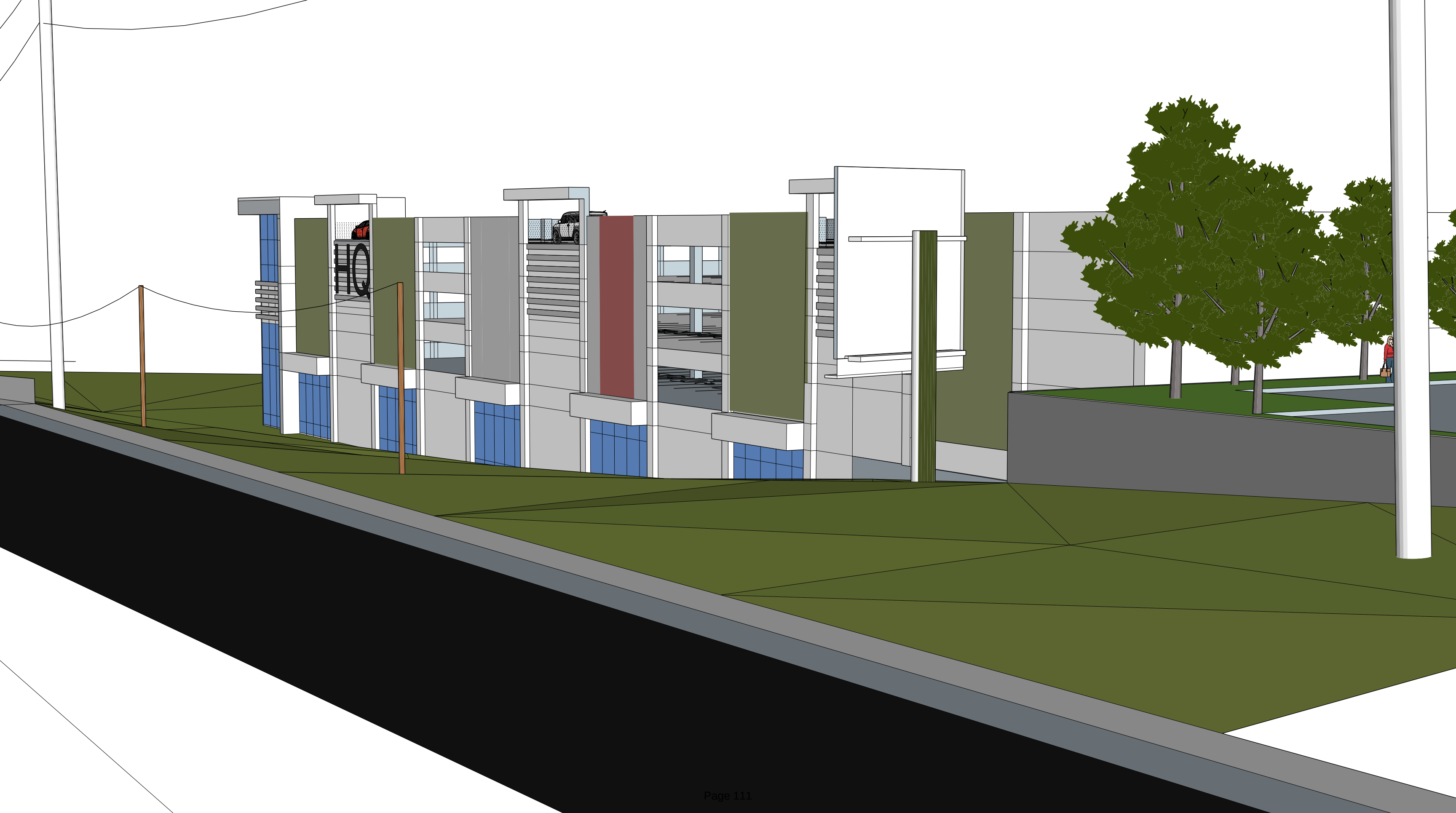
Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

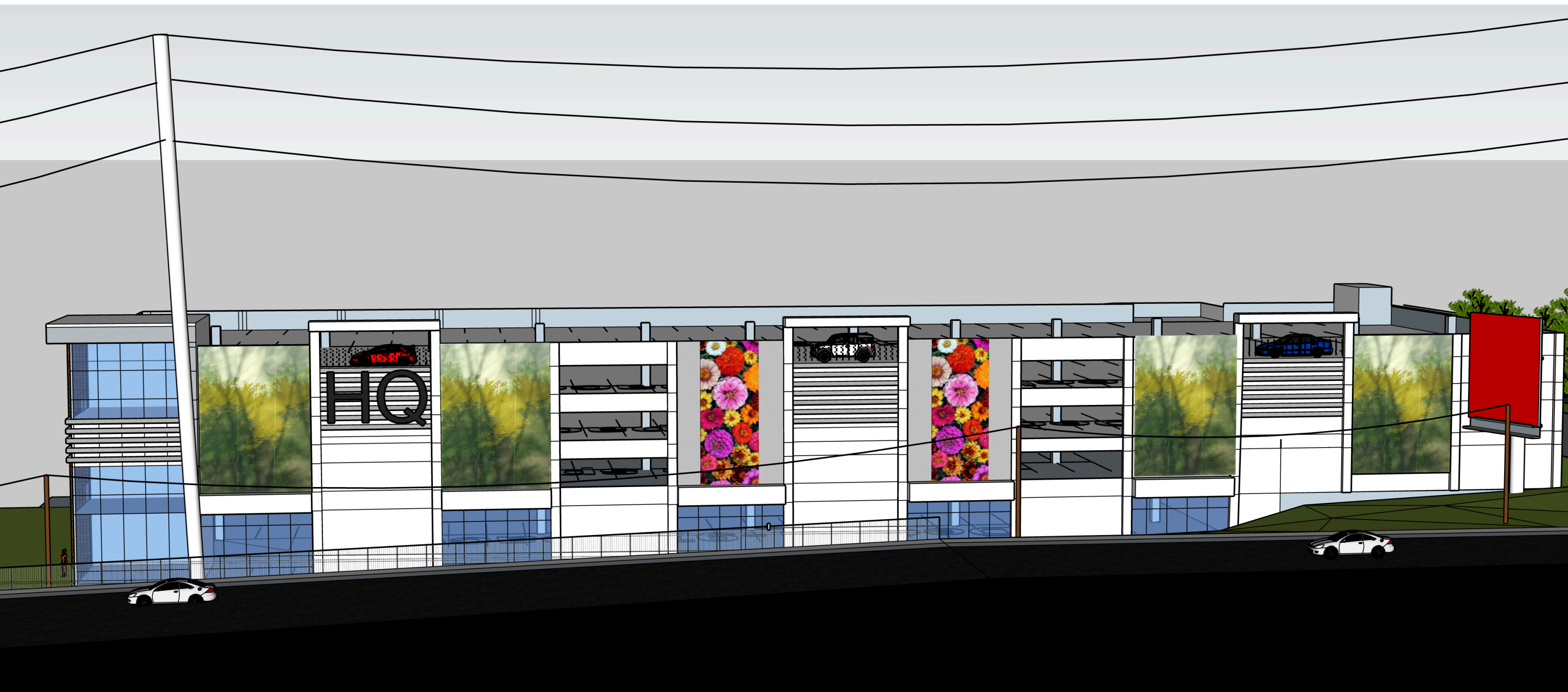
Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2









CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Headquarter Honda

APPLICANT: Headquarter Orlando Real Estate LLC

Address: 5895 NW 167th ST

City: Hialeah State: FL Zip: 33015

Phone: _____ Fax: _____

Applicant is: Owner: ____ Agent: ____ Purchaser: X Lessee: ____ Optionee: ____

OWNER: Gary A. Bodzin, Trustee UTD 7/29/2009

Address: 18205 Biscayne Blvd, Ste 2201

City: Aventura State: FL Zip: 33160

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Tannath Design, Inc.

Address: 2494 Rose Spring Dr.

City: Orlando State: FL Zip: 32825

Phone: 407-982-9878 Fax: _____

E-Mail: bpotts@tannathdesign.com

Property address and/or general location: Lake Blvd & SR 50, Clermont, FL

Area of property: 3.12 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Vacant commercial land

The property is PROPOSED to be used for: Additional car display area and stormwater as assemblage with property to the west owned by the applicant.



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : CP-Commercial Planned

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 0

State the reason or basis for this request: Property is being purchased by adjacent property owner for assemblage and that parcel is within the city limits

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section _____, Township _____, Range _____

See attached copy of deed as recorded in the public records.

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



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

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

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

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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 20 day of May, 2021.

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



Landowner (Petitioner)
Gary A. Bodzin, as Trustee UTD 7/29/09

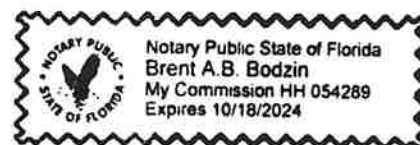
May 20, 2021

Date



Notary Public

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: May 20, 2021

Before me, the undersigned authority personally appeared Gary A. Bodzin, as Trustee UTD 7/29/09
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
commercial use
3. That said authority (owner) has appointed (agent's name) Bryan Potts, P.E. of Tannath Design, Inc. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

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

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

X [Signature]
Owner (signature)

Gary A. Bodzin, as Trustee UTD 7/29/09

Sworn to and subscribed before
me this 20th day of May,
2021.

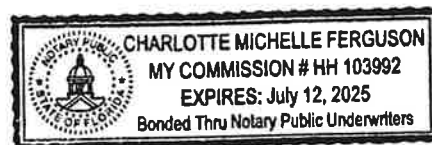
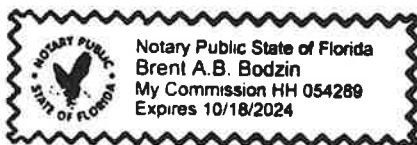
[Signature]
Notary Public, State of FL
My commission expires:

X [Signature]
Agent's (signature)

Sworn to and subscribed before
me this 25th day of May,
2021.

[Signature]
Notary Public, State of FL
My commission expires:

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



LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held on Tuesday, July 13, 2021 at 6:30 P.M. (Introduction) and a public meeting will be held on Tuesday, July 27, 2021 at 6:30 P.M. for the (Final Adoption). The public meetings are held at the Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-017

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

LOCATION:

Vacant parcel located on State Road 50
and the corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- Acres



LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block "H", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block "A", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block "A", lying West of Block "A", and lying East of Block "A", less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block "H"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A:; lying South of Lots 9 through 16, inclusive, Block "A"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block "A", North of Lot 23, Block "A", lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street. Site contains 3.12 +/- acres.

The public hearings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department, located on the 1st Floor of the City Hall Building, between 8 a.m. and 5 p.m. Monday-Friday.

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 27, 2021	
Agenda Item Name	
Ordinance No. 2021-018 <i>Final</i> <i>Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-018.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will be gated for the use of Emergency Vehicles only. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, the Honda Dealership use, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district. <i>The Planning and Zoning Commission at their meeting voted 6-1 to recommend approval of Ordinance No.</i>	

2021-018.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Report	Staff Analysis Report.pdf
2.	Ord 2021-018 - Headquarter Honda CPA (06.24.2021 V1) - R&F BL	Ord 2021-018 - Headquarter Honda CPA (06.24.2021 V1) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	New Conceptual Plan-7-13-21	New Conceptual Plan-7-13-21.pdf
5.	2021-18 Before	2021-18 Before.pdf
6.	2021-18 After	2021-18 After.pdf
7.	HondaDeck-Roadview1	HondaDeck-Roadview1.pdf
8.	HondaDeck-Roadview2	HondaDeck-Roadview2.pdf
9.	HondaDeck-Roadview3	HondaDeck-Roadview3.pdf
10.	Signed Comp Plan App	Signed Comp Plan App.pdf
11.	Headquarter Honda Garage- SSCPA AD	Headquarter Honda Garage- SSCPA AD.docx



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

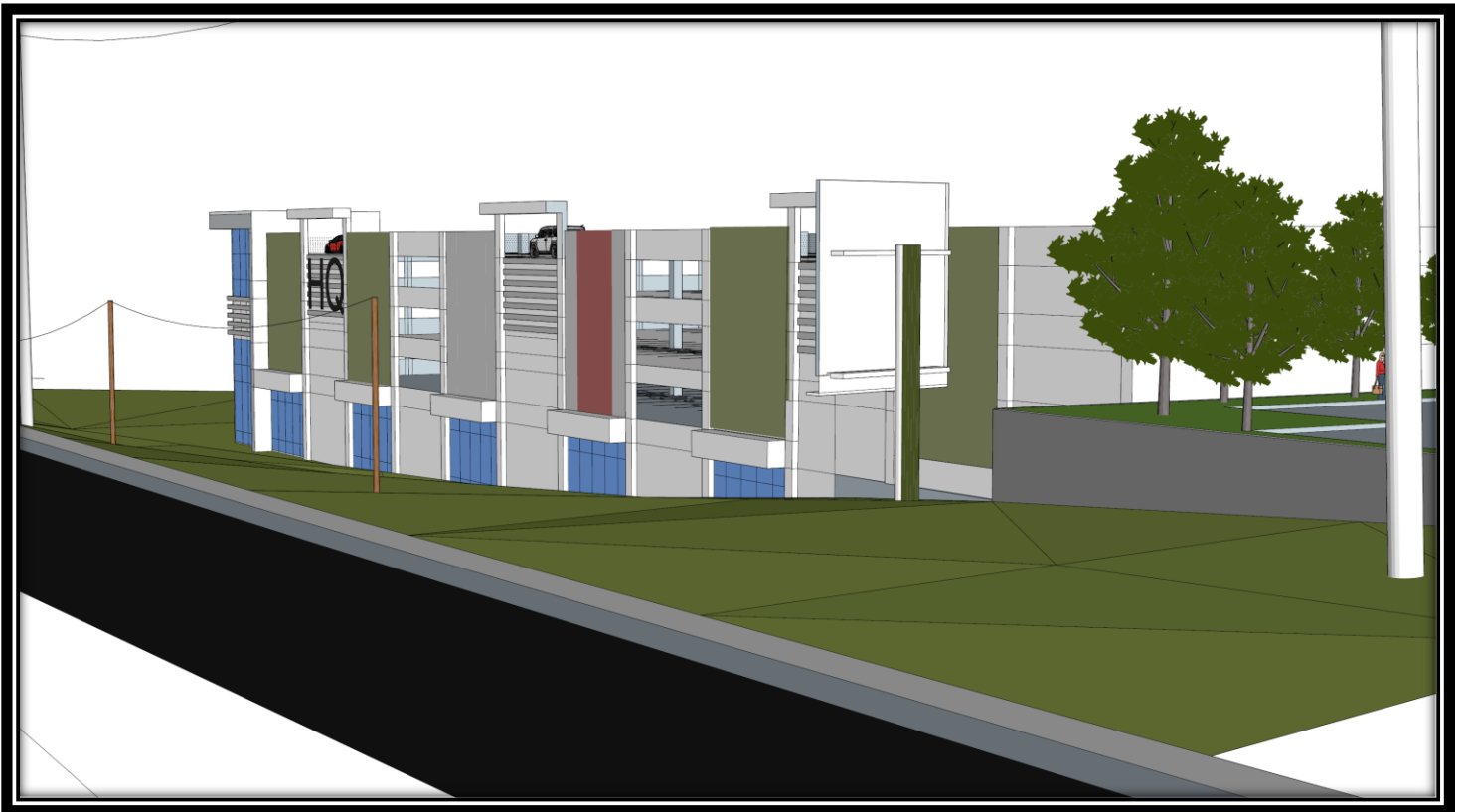
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access point, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, as the Honda Headquarter Dealership, and the parcel located to the south and east of subject property is located in Lake County, with Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-018

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

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

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

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

SECTION 1.

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

LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

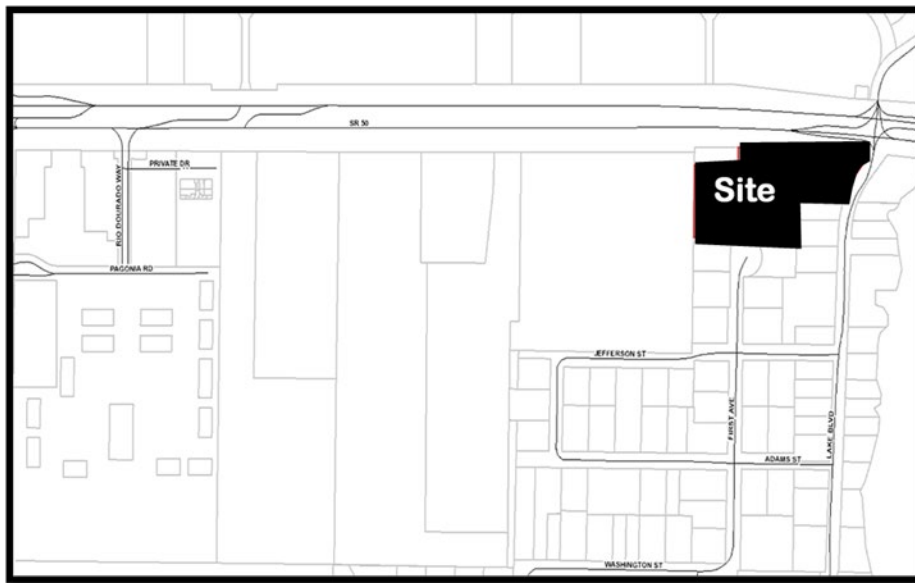
That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according

CITY OF CLERMONT
ORDINANCE NO. 2021-018

to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A;; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

LOCATION

Vacant parcel located on State Road 50 and the
corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- acres



CHANGE IN FUTURE LAND USE DESIGNATION:

**FROM: LAKE COUNTY URBAN LOW
TO: CITY OF CLERMONT COMMERCIAL**

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2021-018

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2021-018

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

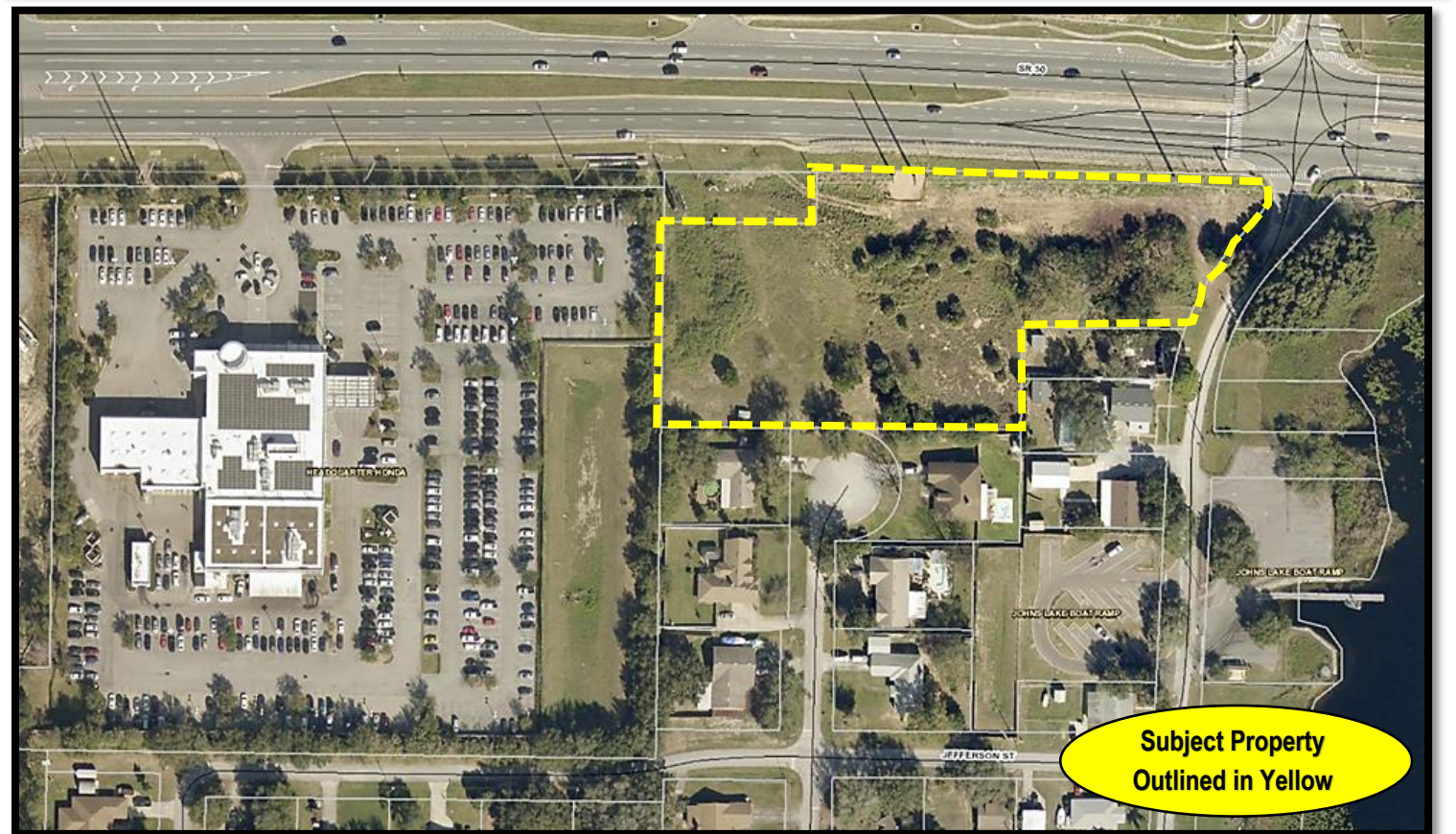
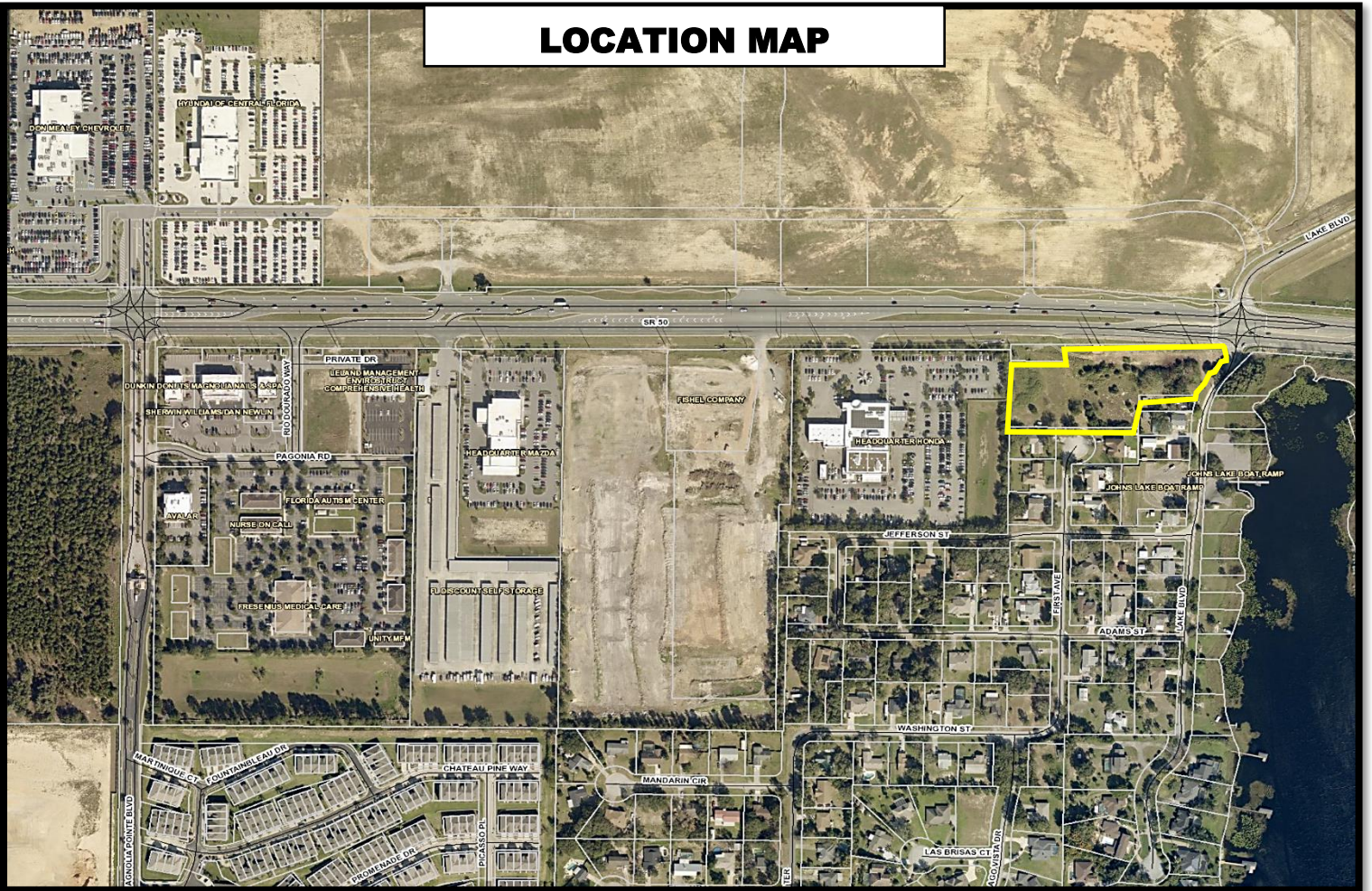
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

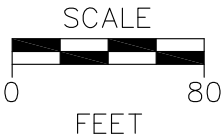
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

4-STORY
PARKING GARAGE

SWALE

PARKING AREA

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2



Small Scale CPA
2021 - 018

Before

Legend

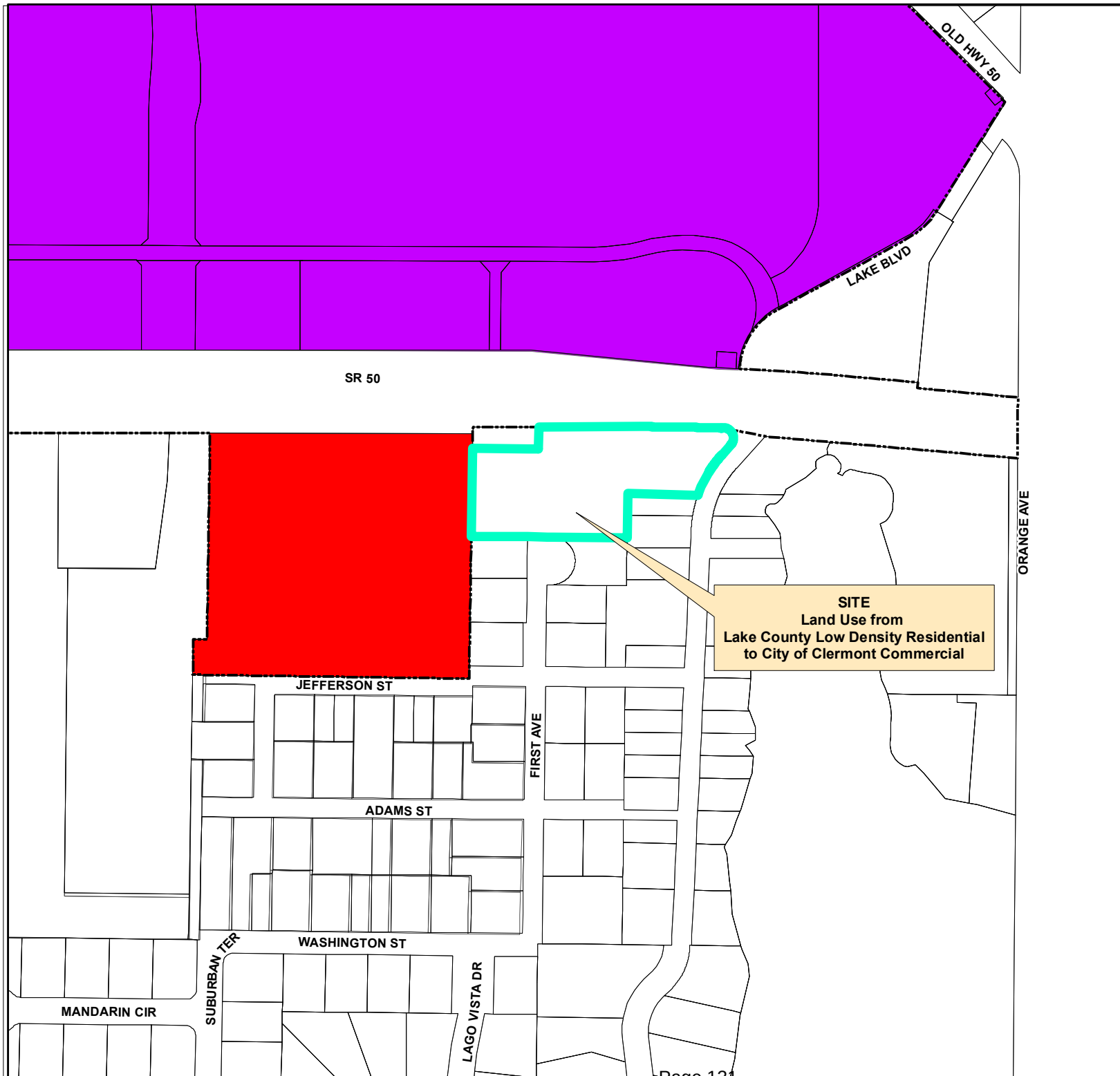


City Limits

Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office





Small Scale CPA
2021 - 018

After

Legend

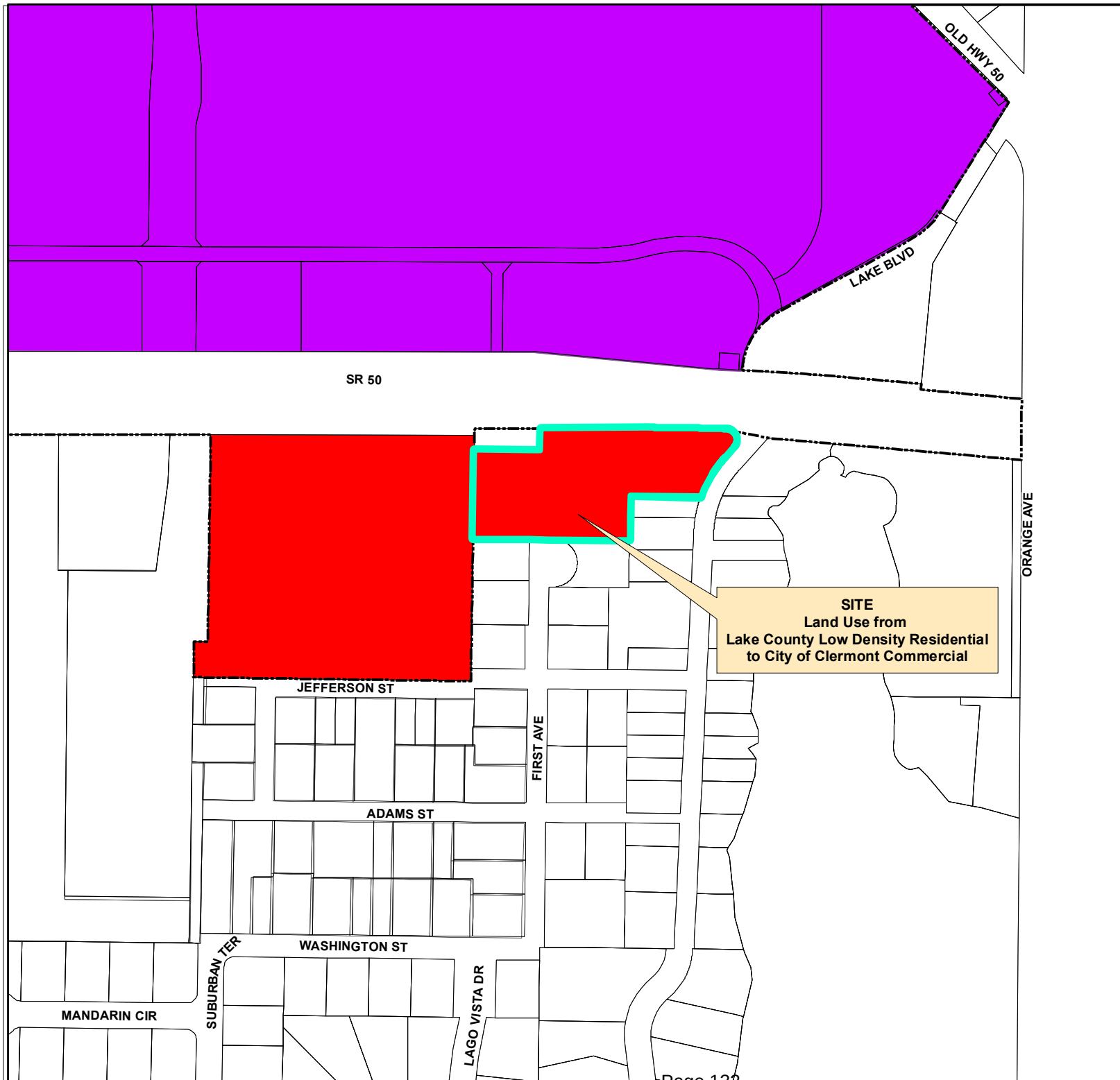


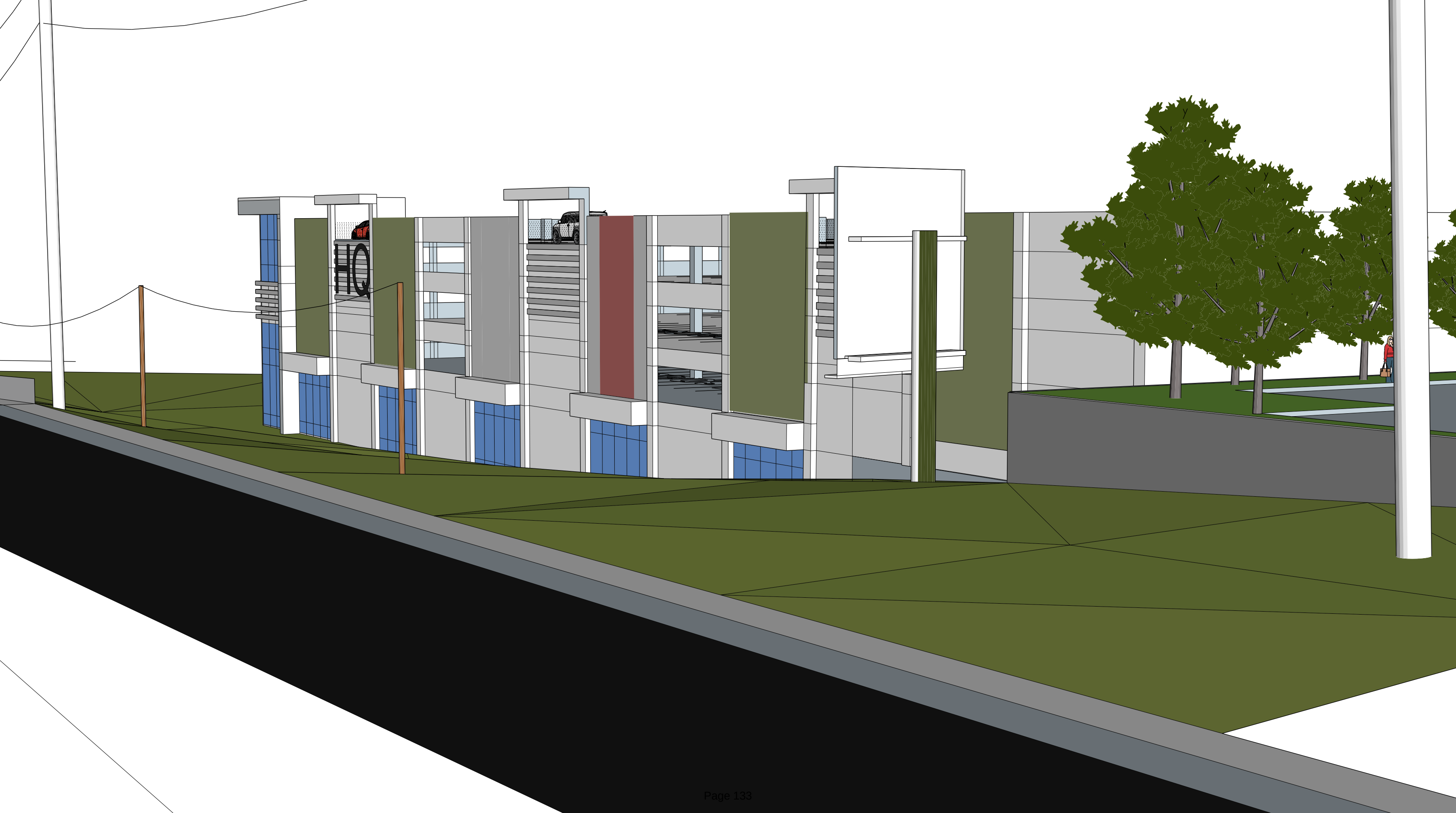
City Limits

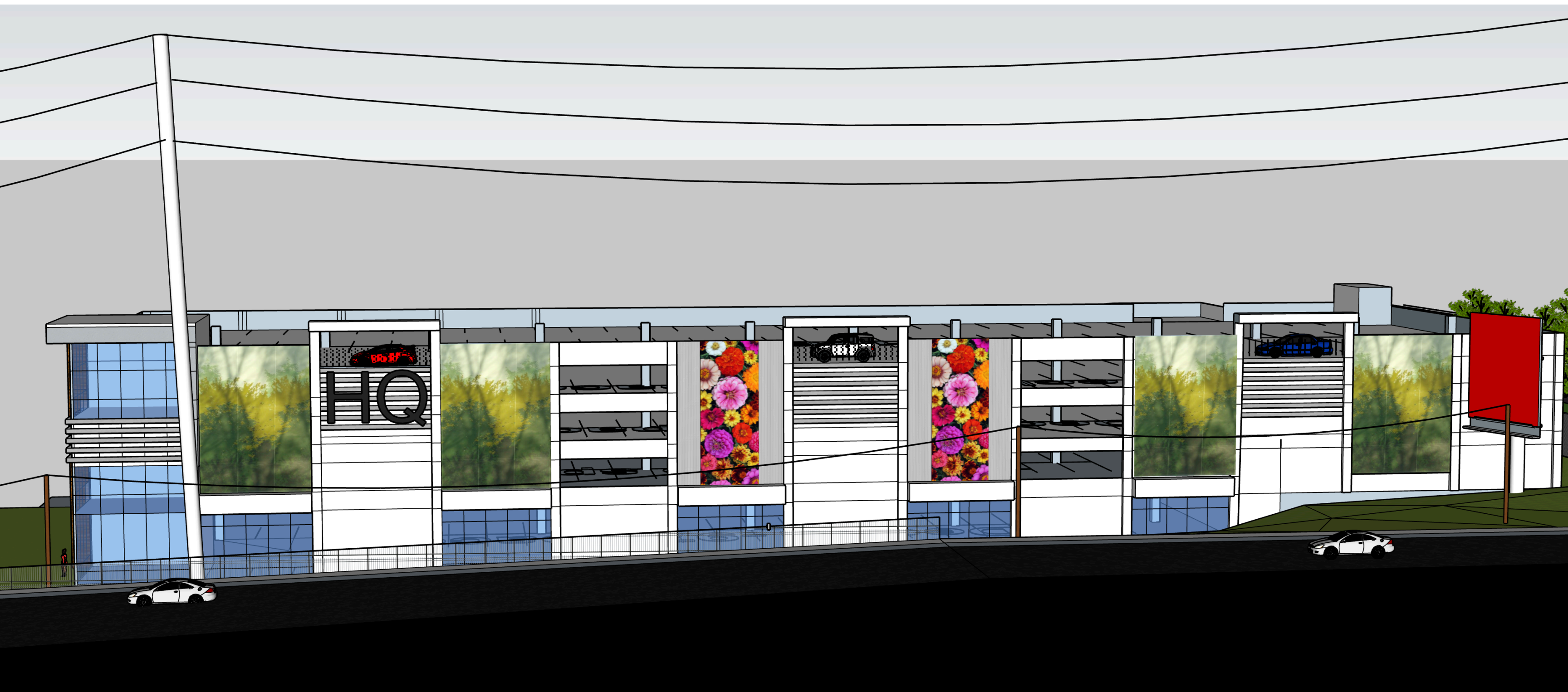
Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office











CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org.
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Headquarter Honda

Applicant: Headquarter Orlando Real Estate LLC

Contact Person: _____

Address: 5895 NW 167th ST

City: Hialeah State: FL Zip: 33015

Phone: _____ Fax: _____

E-Mail: _____

OWNER: Gary A. Bodzin, Trustee UTD 7/29/2009

Address: 18205 Biscayne Blvd, Ste 2201

City: Aventura State: FL Zip: 33160

Phone: _____ Fax: _____

E-Mail: _____

General Location: Lake Blvd & SR 50, Clermont, FL

Legal Description (include copy of survey): See attached copy of deed

Property size (in acres or square feet): 3.12 AC

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

Existing (Actual) Land Use: Vacant Commercial

Existing Zoning: CP-Commercial Planned - County

Existing Future Land Use: Urban Low - County

Proposed Future Land Use: Commercial

Type of development proposed: Additional car display area and stormwater as
assemblage with developed property to the west owned by the applicant.



Proposed density (dwelling units/acre) or intensity: 0.25 FAR

Proposed Zoning District: C-2 General Commercial

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

This application is being submitted concurrently with an annexation petition and a rezoning application. The applicant owns the adjacent property to the west and it is improved with a Headquarter Honda dealership. The subject property is being purchased for an assemblage with the existing development to allow for additional vehicle display area and stormwater. The subject property however is within the jurisdiction of Lake County and the adjacent , existing development lies within the City of Clermont. This Comp. Plan Amendment follows the concurrently filed annexation petition to assign a City of Clermont FLU designation to the property.

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

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

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

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

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



STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Bryan Potts, who being

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

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

Bryan Potts
Affiant - Applicant Name (print)

X Bryan Potts
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 25th day of May, 2021.



X Charlotte Michelle Ferguson
Notary Public, State of Florida at Large

My Commission Expires: 7/12/25



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Gary A. Bodzin, as Trustee UTD 7/29/09, who being

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

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

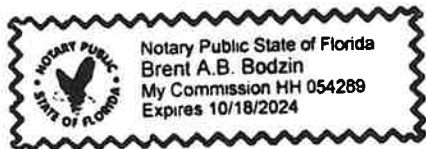
Gary A. Bodzin, as Trustee UTD 7/29/09 X

Affiant - Applicant Name (print)

[Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of May, 2021.



X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: _____

CITY OF CLERMONT

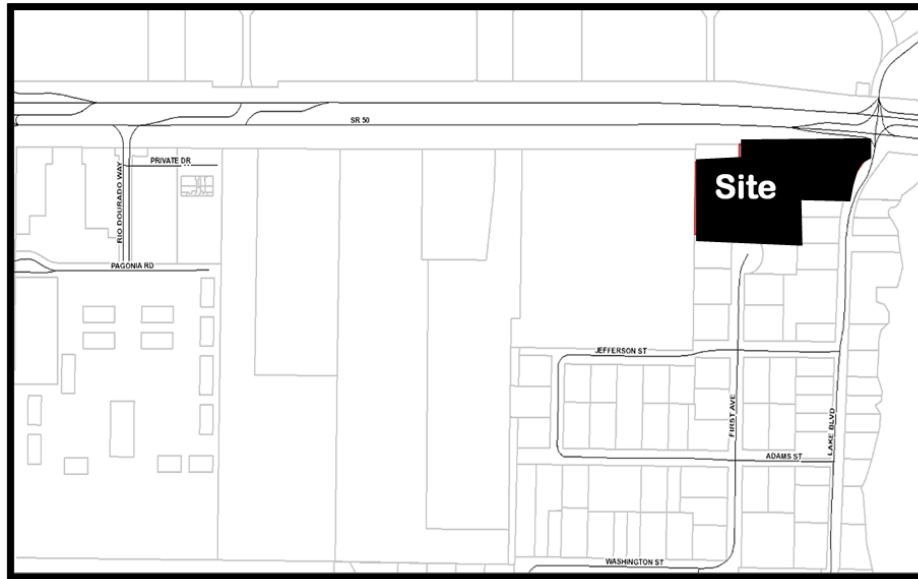
NOTICE OF PROPOSED LAND USE CHANGE

Small Scale Comprehensive Plan Amendment

ORDINANCE NO. 2021-018

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, July 6, 2021 at 6:30 p. m., and a public meeting will be held before the Clermont City Council on Tuesday, July 27, 2021 at 6:30 p.m. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 3.12 +/- acre parcel below from Lake County Urban Low to Clermont Commercial Land Use Designation. (Parcel Alternate Key #3306686).

b



Location:

Vacant parcel located on State Road 50,
and the corner of Lake Boulevard
Alternate Key 3306686
3.12+/- Acres

Ordinance 2021-018

An ordinance of the City of Clermont, Lake County, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing for conflict, severability, administrative correction of scriveners error, publication and effective date.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

June 22, 2021 and July 13, 2021.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 27, 2021	
Agenda Item Name	
Ordinance No. 2021-019 <i>Final</i> <i>Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-019.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will be gated for the use of Emergency Vehicles only. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, the Honda Dealership use, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district. <i>The Planning and Zoning Commission at their meeting voted 6-1 to recommend approval of Ordinance No.</i>	

2021-019.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Report	Staff Analysis Report.pdf
2.	Ord 2021-019 - Headquarter Honda Rezoning (06.24.2021 V2) R&F BL	Ord 2021-019 - Headquarter Honda Rezoning (06.24.2021 V2) R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	New Conceptual Plan-7-13-21	New Conceptual Plan-7-13-21.pdf
5.	2021-19 Before Zoning	2021-19 Before Zoning.pdf
6.	2021-19 After Zoning	2021-19 After Zoning.pdf
7.	HondaDeck-Roadview1	HondaDeck-Roadview1.pdf
8.	HondaDeck-Roadview2	HondaDeck-Roadview2.pdf
9.	HondaDeck-Roadview3	HondaDeck-Roadview3.pdf
10.	Signed Rezoning App	Signed Rezoning App.pdf
11.	Headquarter Honda REZONING AD	Headquarter Honda REZONING AD.docx



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

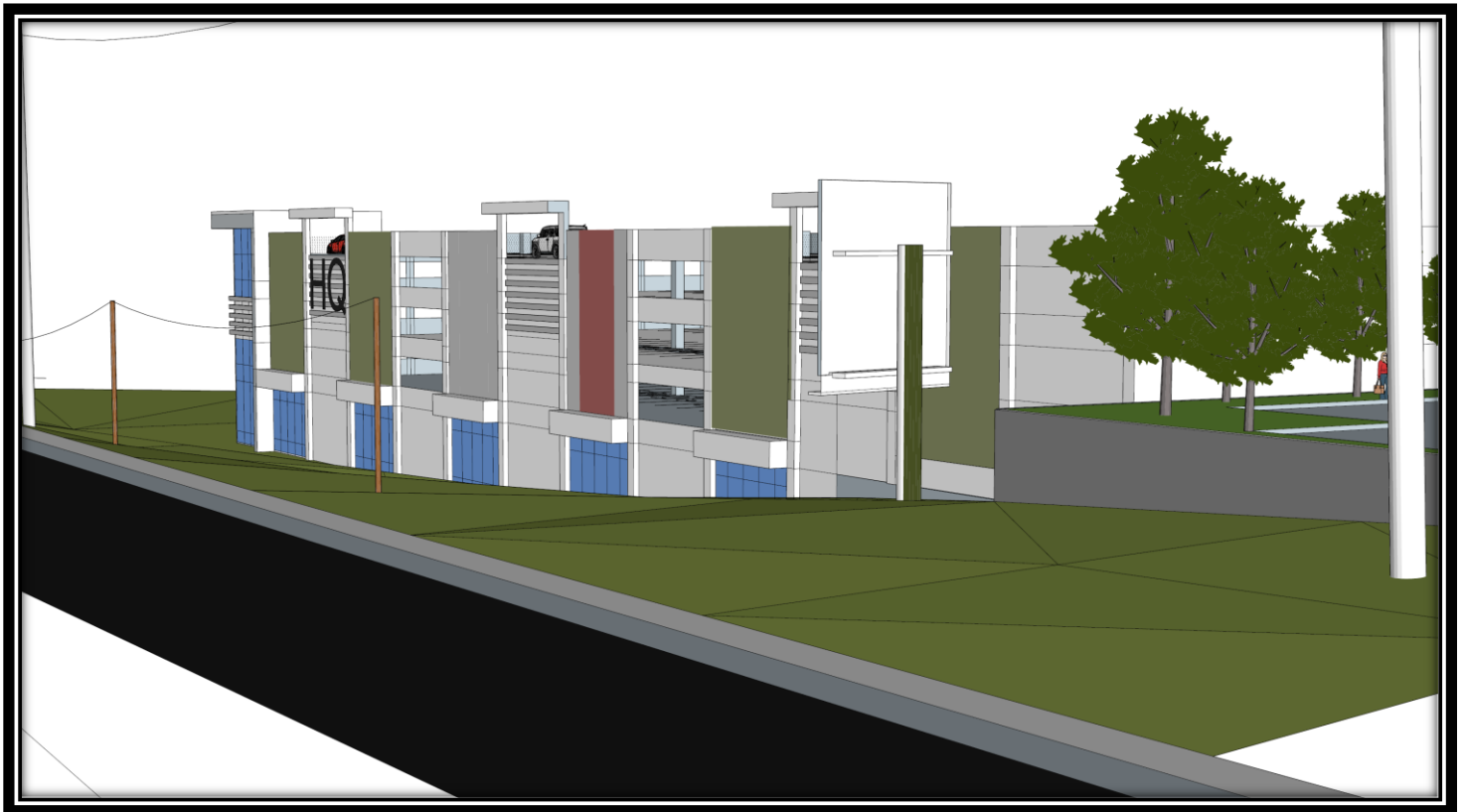
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access point, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, as the Honda Headquarter Dealership, and the parcel located to the south and east of subject property is located in Lake County, with Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-019

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A:; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

LOCATION:

Vacant parcel located on State Road 50 and the
Corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- acres



REZONING OF PROPERTY:

**FROM: LAKE COUNTY “CP” COMMERCIAL PLANNED
TO: CLERMONT “C-2” GENERAL COMMERCIAL DISTRICT**

SECTION 3: SEVERABILITY

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

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2021-019

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27TH day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

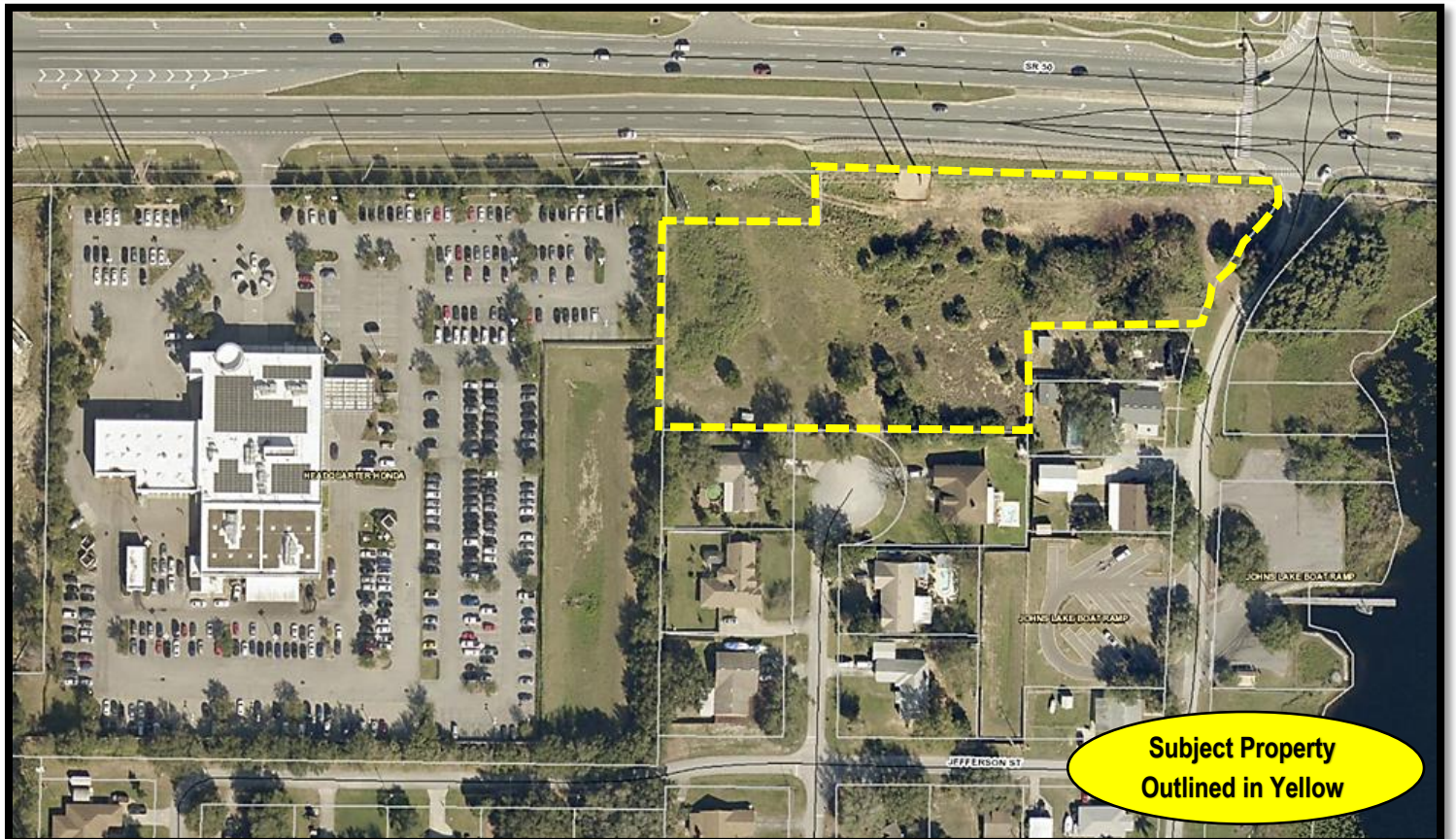
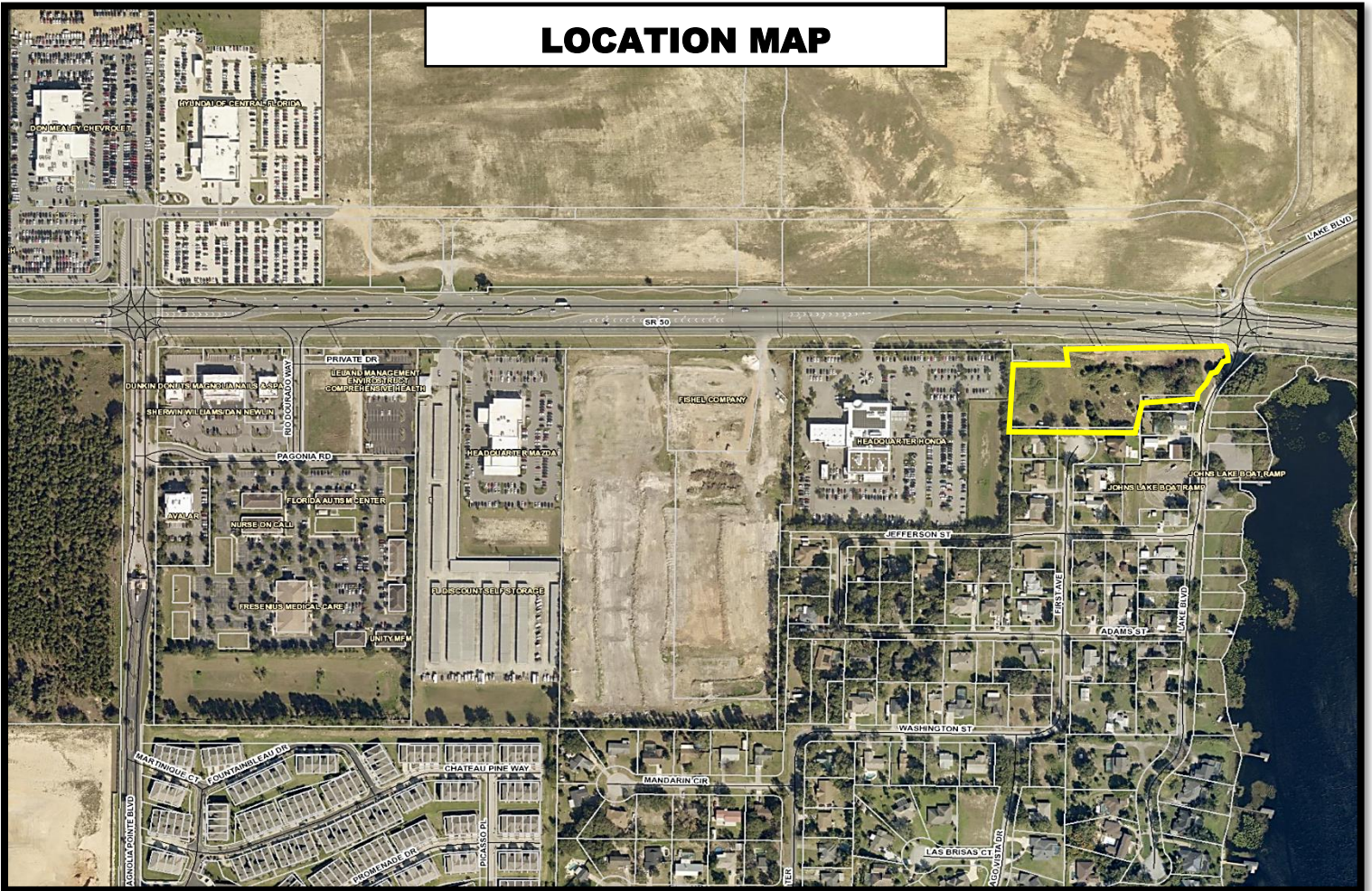
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

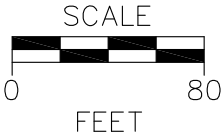
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

4-STORY
PARKING GARAGE

SWALE

PARKING AREA

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2

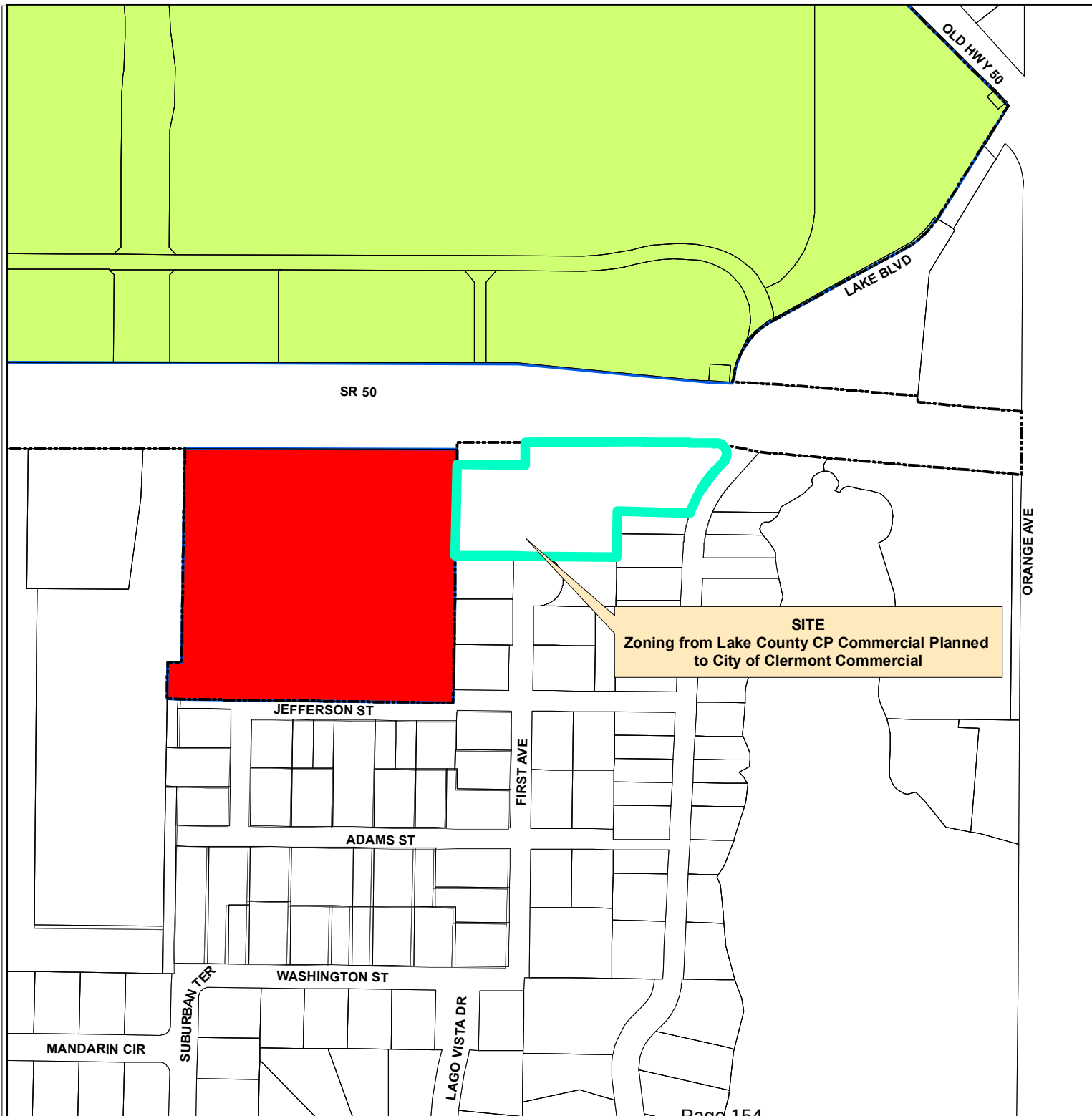


Zoning
2021 - 019

Before

Legend

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



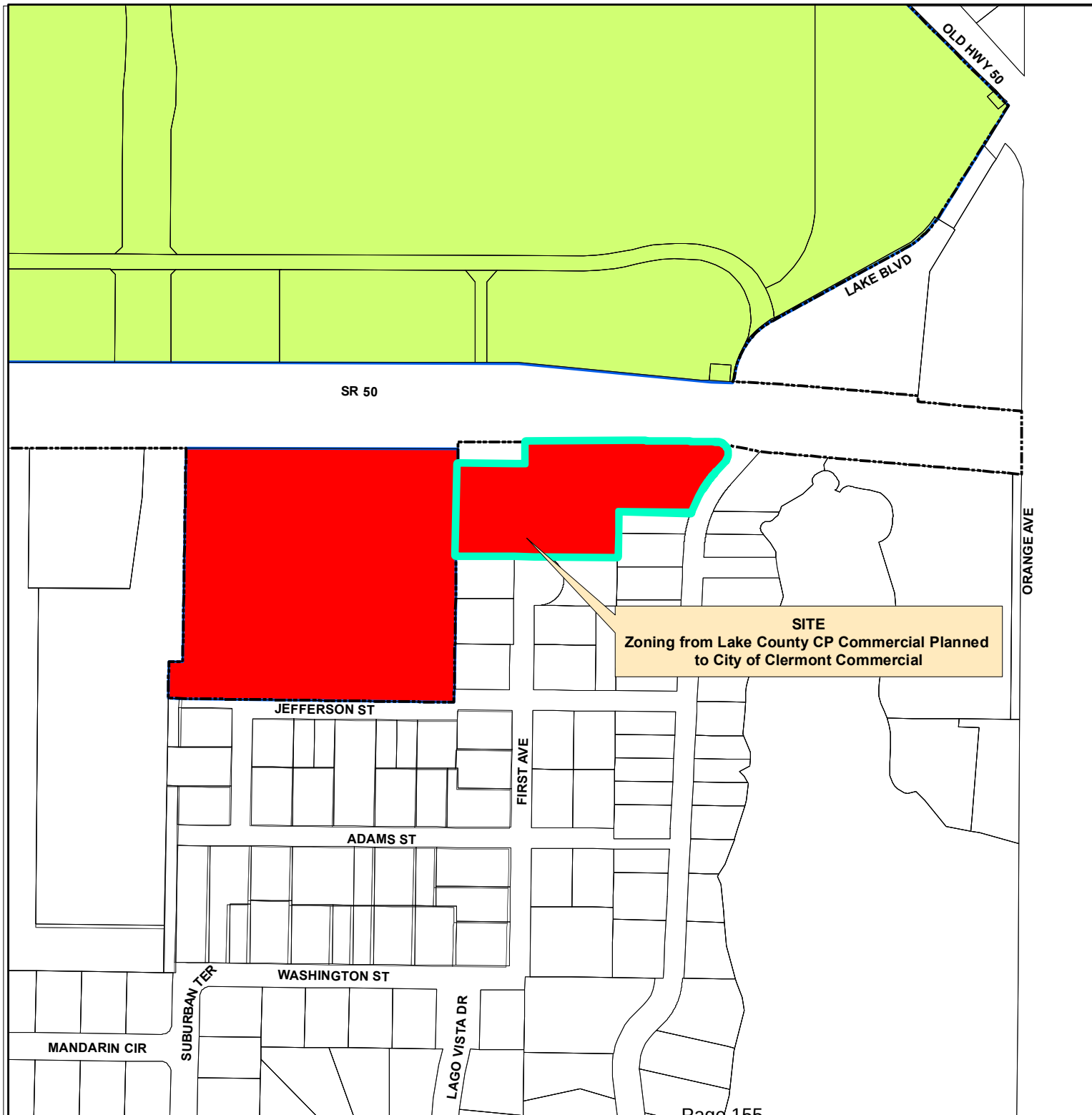


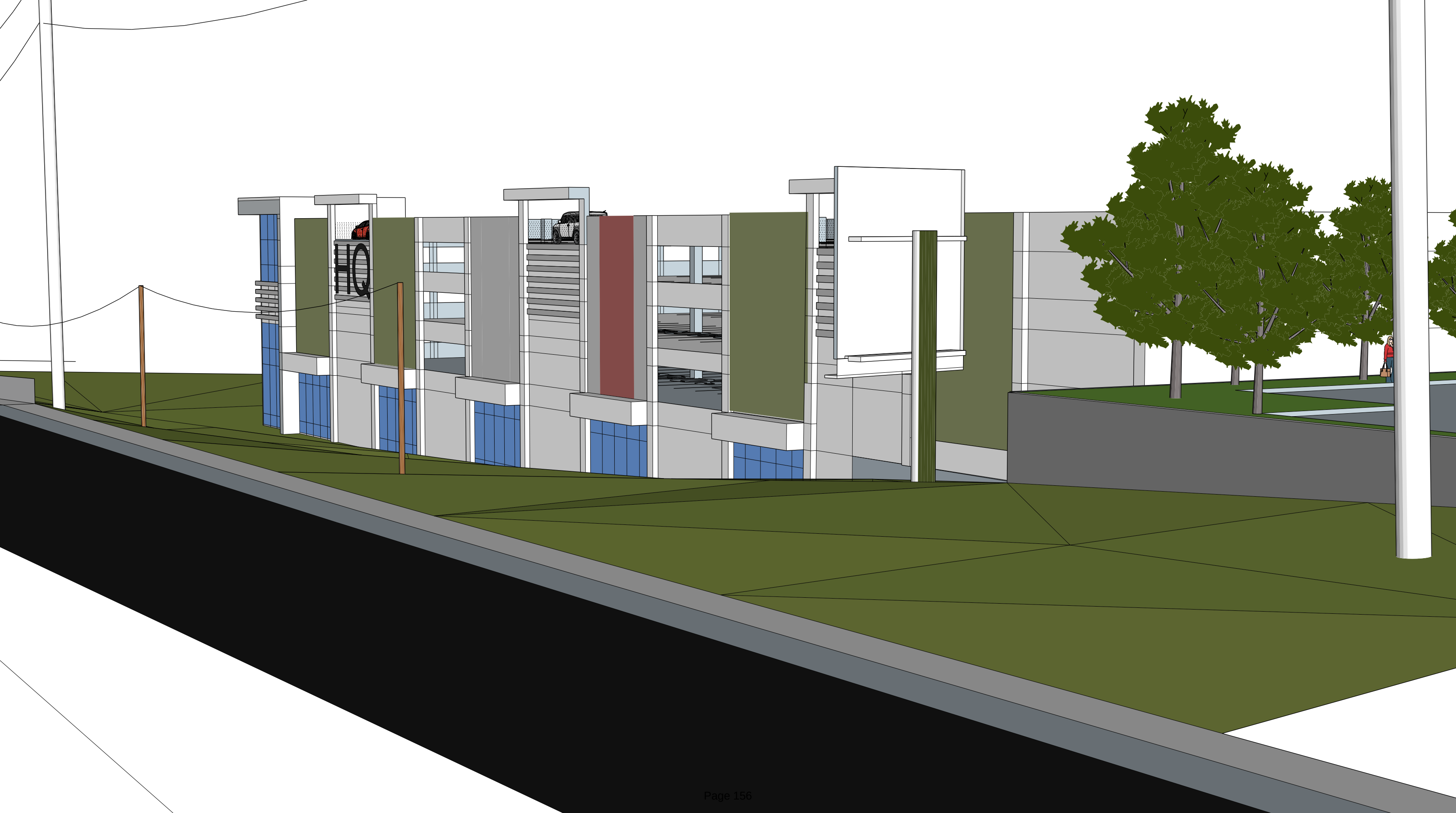
Zoning
2021 - 019

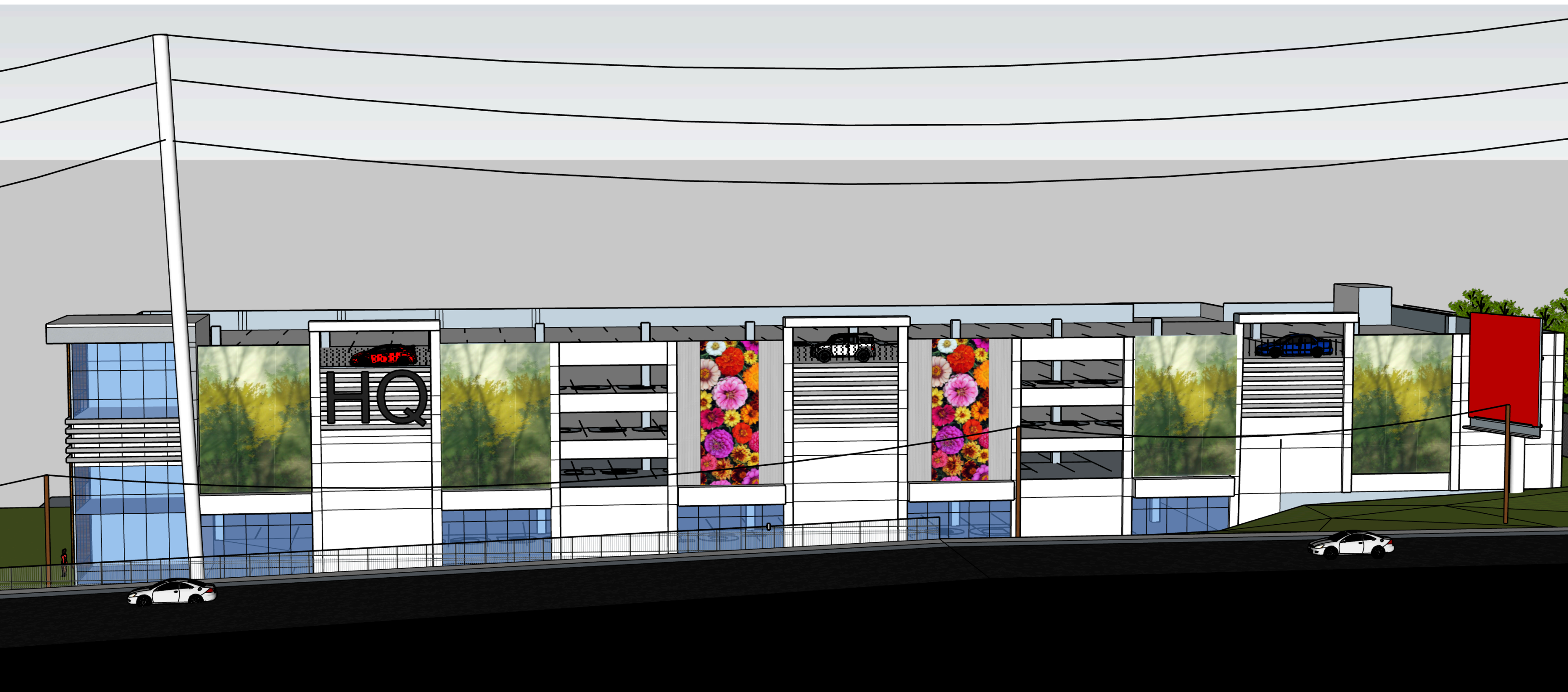
After

Legend

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











CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermtontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT

REZONING

APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Headquarter Honda			
Applicant Headquarter Orlando Real Estate LLC			
Contact Person			
Address 5895 NW 167th ST		City Hialeah	State FL Zip 33015
Telephone		Fax	
Email			
OWNER INFORMATION			
Owner's Name Gary A. Bodzin, Trustee UTD 7/29/2009			
Owner Address 18205 Biscayne Blvd, Ste 2201		City Aventura	State FL Zip 33160
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property Lake Blvd & SR 50		City Clermont	State FL Zip
Legal Description (include copy of survey) See attached copy of Deed			
Acreage 3.12		Land Use (City verification required) Commercial	
Present Zoning (City verification required) CP-Commerical Planned (County)		Proposed Zoning C-2 General Commercial	



CITY OF CLERMONT REZONING APPLICATION

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

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

Check box to indicate additional materials are provided via attachment. ☒

Bryan Potts
Applicant Name (print)

x Bryan Potts
Applicant Name (signature)

Gary A. Bodzin, as Trustee UTD 7/29/09
Owner Name (print)

x [Signature]
Owner Name (signature)

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

5/22/2020

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

GARY A. BODZIN, TRUSTEE UTD 7-29-09 _____, who being

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

1. That he ^{/ as trustee of said trust} (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires Rezoning from CP-Commercial Planned (County) to C-2 General Commercial (City) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Gary A. Bodzin, as Trustee UTD 7-29-09 X _____

Affiant - Applicant Name (print)

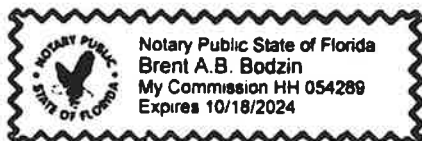
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of May, 20 21.

X

Notary Public, State of Florida at Large



My Commission Expires: _____

LEGAL NOTICE

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

ORDINANCE NO. 2021-019

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, administrative correction of scrivener's error, publication and effective date.

LOCATION:

Vacant parcel located on State Road 50
and the corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- Acres

LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block "H", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block "A", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block "A", lying West of Block "A", and lying East of Block "A", less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block "H"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block "A"; lying South of Lots 9 through 16, inclusive, Block "A"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block "A", North of Lot 23, Block "A", lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

**From: Lake County "CP" Commercial Planned
To: City of Clermont "C-2" General Commercial**

LOCATION MAP



The Planning & Zoning Commission will consider the request on Tuesday, July 6, 2021 at 6:30 p.m. and a public meeting to consider the request will be held before the Clermont City Council on Tuesday, July 27, 2021 at 6:30 p.m. for final enactment.

All meetings will be held at Clermont City Hall, Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Daily Commercial

June 22, 2021 and July 13, 2021

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 27, 2021	
Agenda Item Name	
Resolution No. 2021-037R <i>Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Resolution No. 2021-037R.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will be gated and used for Emergency Vehicles only. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, the Honda Dealership use, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district. <i>The Planning and Zoning Commission at their meeting voted 6-1 to recommend approval of Resolution No.</i>	

2021-037R.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Report	Staff Analysis Report.pdf
2.	2021-037R - Headquarter Honda CUP (07.15.2021 V7) - R&F BL	2021-037R - Headquarter Honda CUP (07.15.2021 V7) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	New Conceptual Plan-7-13-21	New Conceptual Plan-7-13-21.pdf
5.	Conditional Use Justification6-25-21	Conditional Use Justification6-25-21.pdf
6.	HondaDeck-Roadview1	HondaDeck-Roadview1.pdf
7.	HondaDeck-Roadview2	HondaDeck-Roadview2.pdf
8.	HondaDeck-Roadview3	HondaDeck-Roadview3.pdf
9.	Signed CUP App	Signed CUP App.pdf
10.	Headquarter Honda Vehicle Garage CUP- Legal Ad	Headquarter Honda Vehicle Garage CUP- Legal Ad.docx



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

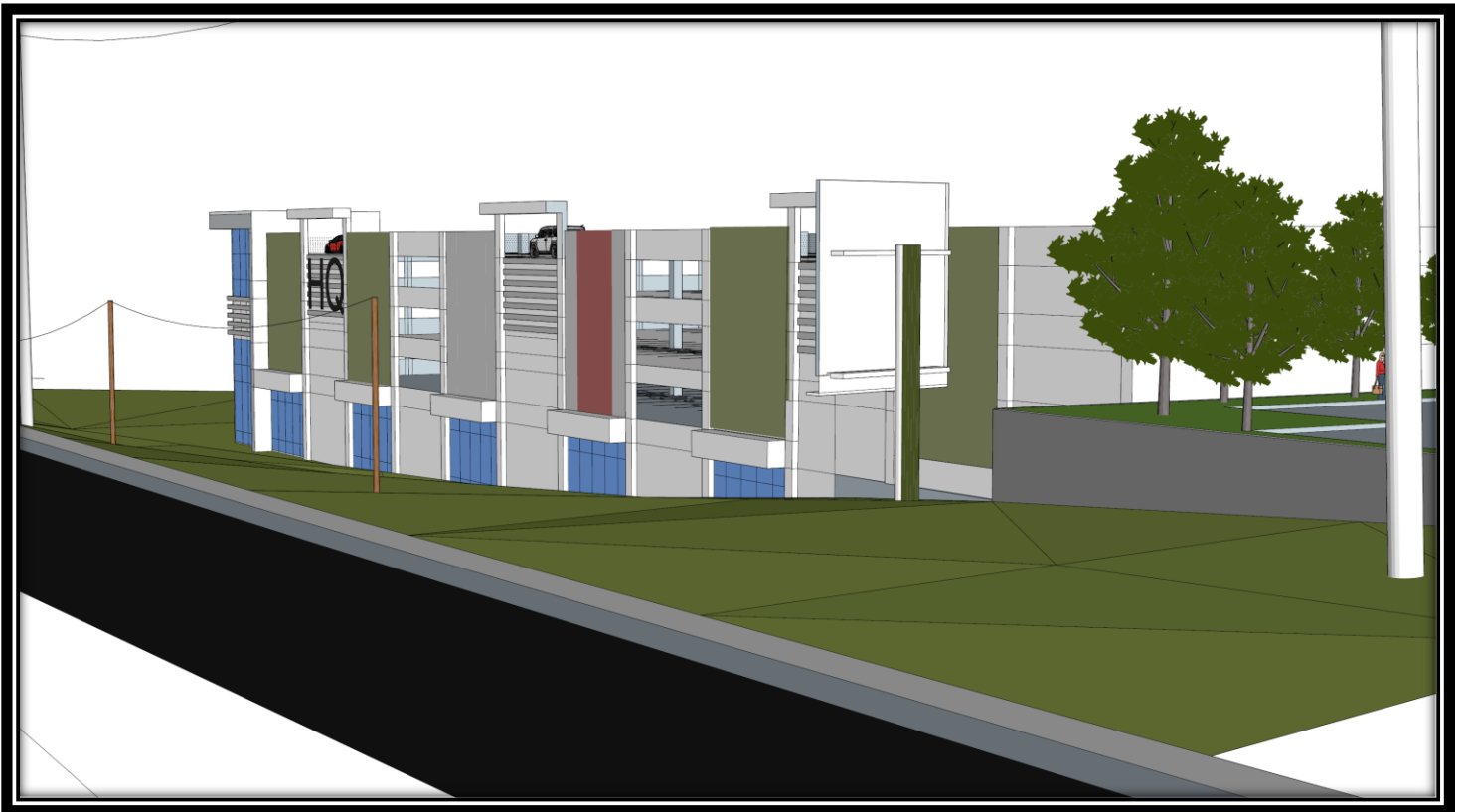
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access point, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, as the Honda Headquarter Dealership, and the parcel located to the south and east of subject property is located in Lake County, with Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
RESOLUTION NO. 2021-037R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A VEHICLE STORAGE AND INVENTORY GARAGE STRUCTURE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 6, 2021 recommended approval of this Conditional Use Permit to allow for an automotive dealership inventory and storage garage, at the following location:

LOCATION:

Vacant property located on State Road 50 and the
Southwest corner of Lake Boulevard
(Alternate Key #3306686)
3.12 Acres +/-

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the city council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

WHEREAS, the property owner requested annexation, small scale comprehensive plan amendment, and rezoning with the City of Clermont concurrently with this Conditional Use Permit (CUP) to allow for a vehicle inventory garage structure in the C-2 General Commercial zoning district; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

1. This application for a Conditional Use Permit to allow for a vehicle inventory and storage garage structure in the C-2 General Commercial zoning district shall be granted subject to the following conditions:



CITY OF CLERMONT
RESOLUTION NO. 2021-037R

SECTION 1 - GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
3. The Conditional Use Permit must be executed and processed through the Office of the Clermont City Clerk within 90 days of the date of approval by the City Council or the permit shall become null and void.
4. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
5. The Fire Marshal shall inspect all building and structures to ensure all life safety requirements and fire safety codes are in compliance to the code prior to the issuance of any Certificate of Occupancy.
6. The City Building Inspector shall inspect all structures and buildings for compliance with the Florida Building Codes and all code violations must be corrected prior to the issuance of the Certificate of Occupancy.
7. Prior to the issuance of any permits, the applicant shall be required to submit Formal Site Plans for review and approval by the Clermont Site Review Committee. The site plans shall show location of all proposed buildings, structures, picnic areas, and outdoor recreation areas as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
8. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution after a public hearing.
10. This permit shall become null and void if substantial construction work has not begun



CITY OF CLERMONT
RESOLUTION NO. 2021-037R

within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit will allow for the construction of a four-story vehicle storage and display garage structure that will be used in conjunction and ancillary to the existing Headquarter Honda Automobile Dealership.
2. The site may also be used for any other permitted uses in the C-2 General Commercial zoning district.
3. The property shall be developed in substantial accordance with the Conceptual Site Plan (Exhibit A) prepared by Tannath Design Inc, submitted with the CUP application. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved and final construction plans. The conceptual site plan does not grant any development entitlements or uses and is only used for conceptual purposes.
4. The site shall be developed in accordance to the Clermont Land Development Regulations and the provision of the C-2 General Commercial zoning district in the Codes of Ordinances. All landscape buffers and required screening must be in accordance to the codes. All buildings and structures must comply with Clermont Architectural Design Standards.
5. The site shall provide a cross access driveway from the existing Headquarter Honda Dealership, which shall be used as the primary point of access for the public and any customers that may utilize the garage structure.
6. The secondary access point off Lake Boulevard shall be private and gated for the use of Emergency Vehicles only. Lake County Public Works must approve any required driveway permits for Lake Boulevard.
7. Sidewalks are required adjacent to any streets-right-of way for the entire length of the subject property; any required sidewalk installation shall be coordinated with the appropriate City, County or State Agency prior to construction.
8. No outside speaker systems shall be permitted.
9. Site lighting shall be installed and operated to reflect downward onto the site and shall not spill over onto the adjacent properties.



CITY OF CLERMONT
RESOLUTION NO. 2021-037R

10. The garage structure shall be gated and secured from the General Public. All fencing shall be ornamental metal or decorative PVC/Vinyl. Any fences and walls shall provide aesthetically pleasing design features adjacent to residential development and public streets.
11. Any signage must comply with Clermont Sign Code, Section 102-Signs.
12. The project shall be required to provide an enhanced landscape buffer that is consistent with the existing buffer for the Headquarter Honda Dealership. The landscape buffer shall also provide a 6-foot solid masonry wall with enhanced plant materials to create an opaque screening at the time of planting for the property boundaries that abuts any single-family development and properties with residential zoning.
13. Any inventory vehicles parked or stored on the fourth (4th) level of the garage structure must be completely screened and enclosed from public view. The garage structure shall be designed in a manner that provides façade treatments and building elements to screen the inventory vehicles from adjacent properties and any public streets.
14. The clearing of any land shall require conformance to the requirements of the Endangered Species Protection Act.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
RESOLUTION NO. 2021-037R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 27th day of July, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

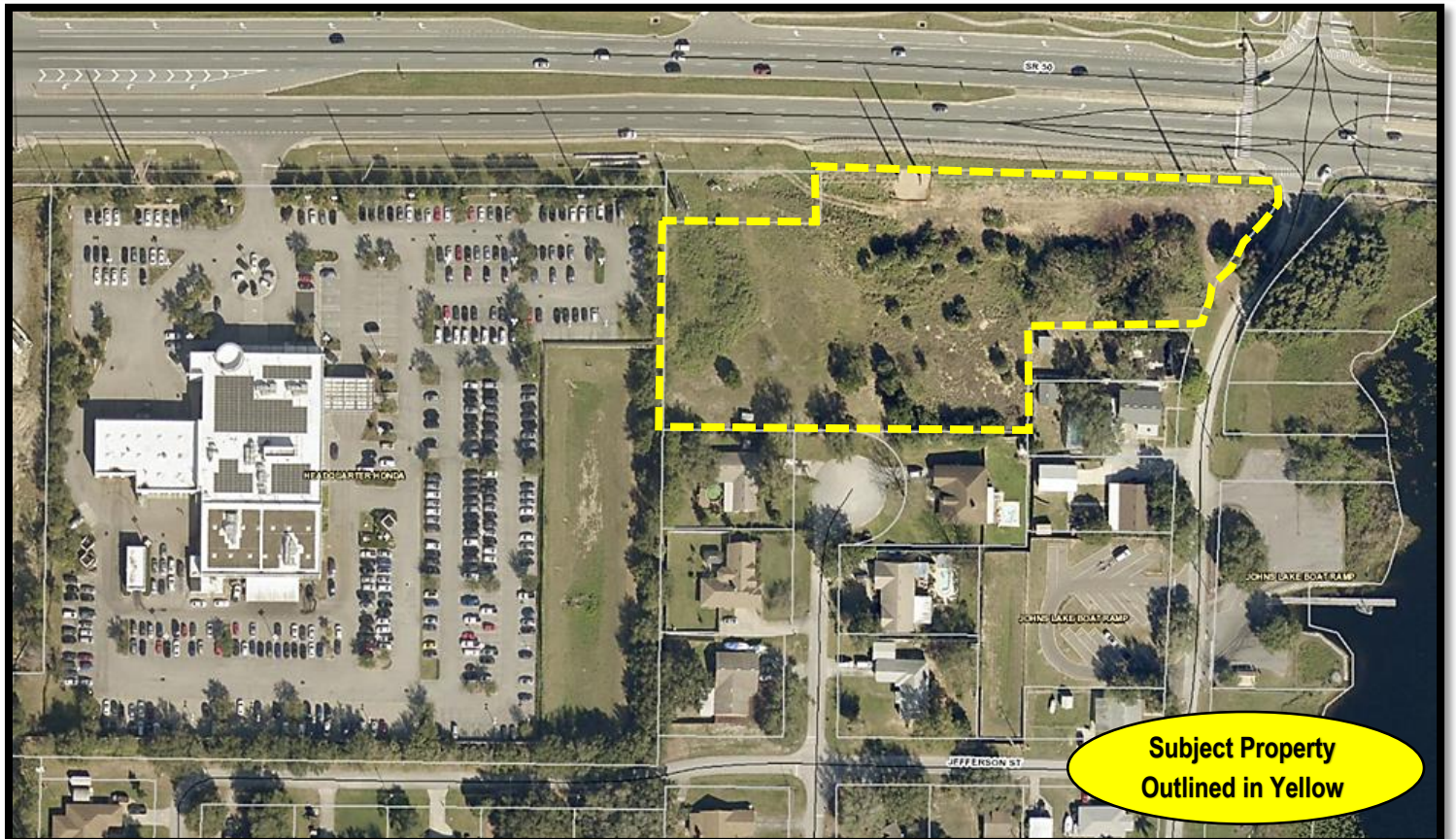
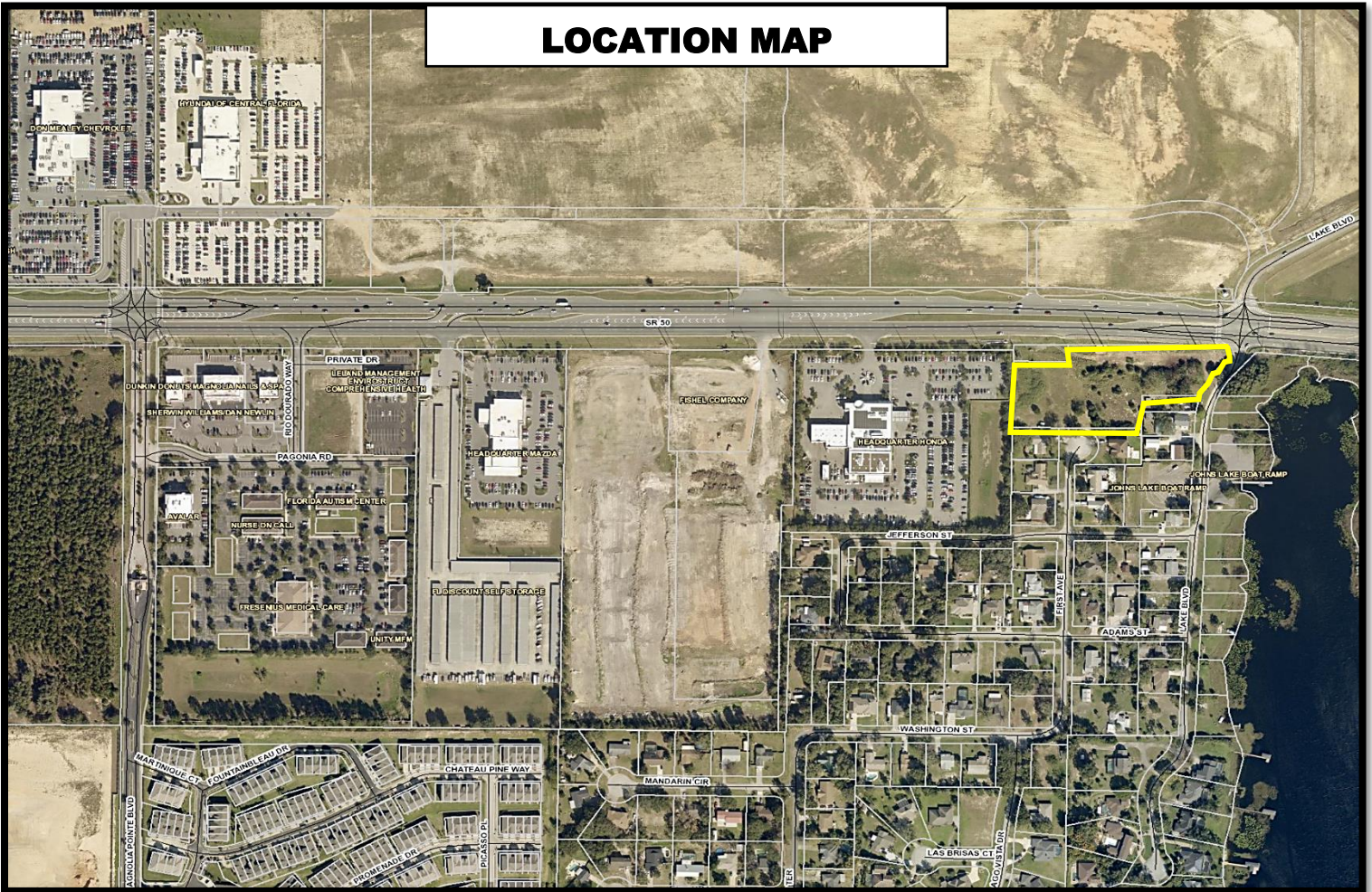
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

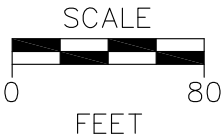
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

4-STORY
PARKING GARAGE

SWALE

PARKING AREA

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



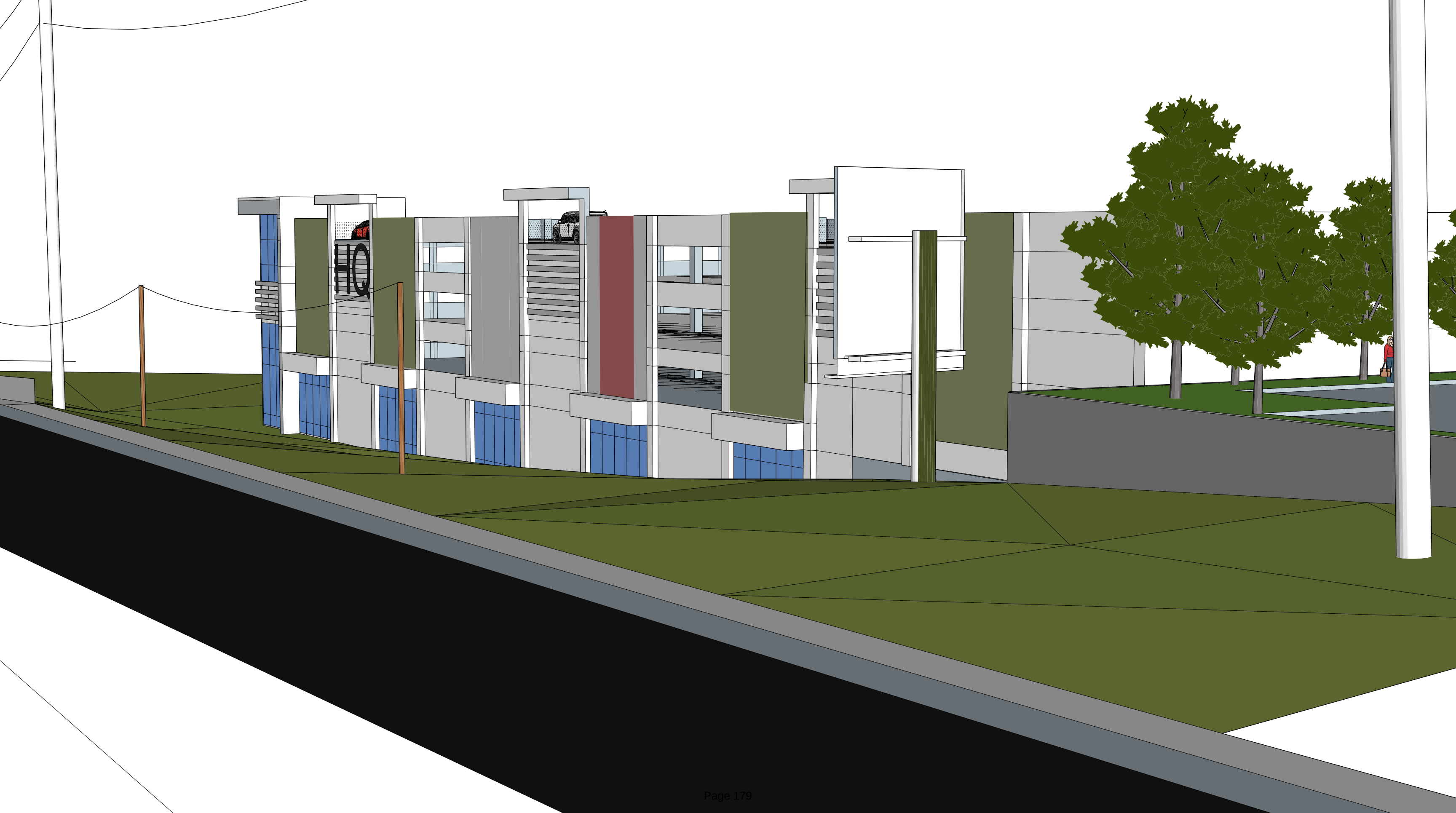
EXHIBIT

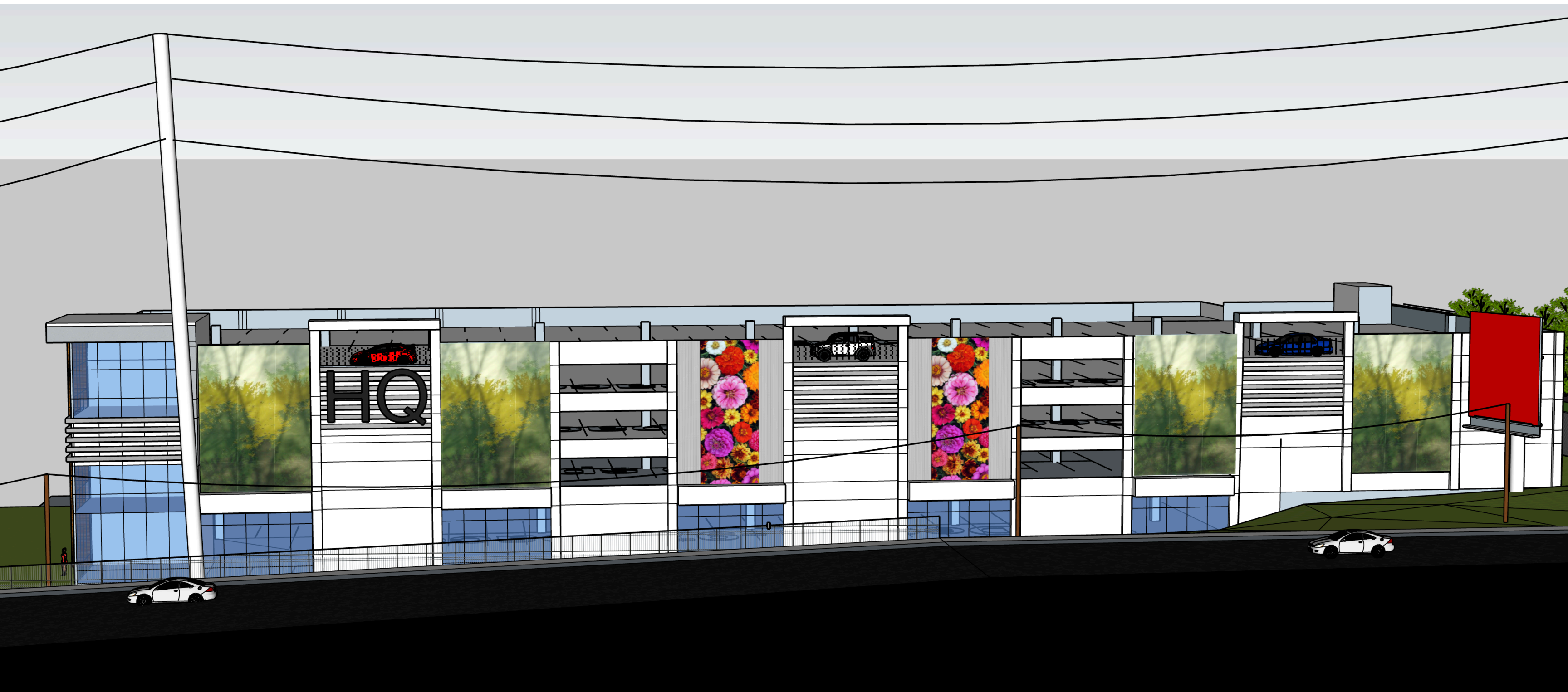
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Applicant Justification Statement:

This CUP application is being submitted concurrently with an annexation petition, comprehensive plan amendment to apply a City FLU designation; and a rezoning to apply a City zoning to property currently within the jurisdiction of Lake County. The rezoning application seeks to assign the City zoning category of C-2 to the subject property which is consistent with the proposed FLU designation of Commercial. The Applicant owns the adjacent property to the west and it is improved with a Headquarter Honda dealership. The subject property is being purchased for an assemblage with the existing development for the proposed uses of additional vehicle display and associated stormwater management. Pursuant to Section 122.224 automobile sales are allowed as a conditional use in C-2 Zoning.

The Headquarter Honda dealership currently operating on the adjacent property to the west is in need of additional vehicle display areas and employee parking. Proposed for the subject property is a 4 level plus a roof deck parking garage and a surface parking lot on the east side of the subject property. These parking facilities will provide 456 parking spaces. The total height of the parking garage structure is proposed at 50' from the lowest grade elevation on the subject property to the corner rooftop. The subject property is marked by a significant grade change from the SR50 right-of-way to the south. The change in grade from SR50 to the building is 15' so the actual structure view from the ROW will only be approximately 35'. A stormwater management facility located on the south side of the subject property separates the parking structure from the existing residential development to the south. Primary access to the subject property will be from SR50 through the adjacent development. Access to the subject property from Lake Boulevard will be used only by Headquarter Honda employees and will be limited to ingress only.









CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director or appointed designee, is required. Call 352-394-4083 to schedule a meeting.
2. After meeting with the Development Services Director or appointed designee, the applicant shall prepare and submit one set of preliminary site plans and one PDF on CD for review by the Site Review Committee (SRC) (if required). The material can also be emailed to planning@clermontfl.org. The preliminary site plan shall clearly depict the proposed project, showing the location and dimension of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the Conditional Use Permit (CUP) application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, **and is not an approved site plan for construction.**
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be tentatively scheduled for public hearing the following month, pending City Manager approval. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning and Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

**The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



CITY OF CLERMONT **CONDITIONAL USE PERMIT FILING INSTRUCTIONS**

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Headquarter Honda			
Applicant Headquarter Orlando Real Estate LLC			
Contact Person			
Address 5895 NW 167th ST		City Hialeah	State FL Zip 33015
Telephone		Fax	
Email			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Gary A. Bodzin, Trustee UTD 7/29/2009			
Owner Address 18205 Biscayne Blvd, Ste 2201		City Aventura	State FL Zip 33160
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property		City Clermont	State FL Zip
General Location Lake Blvd & SR 50			
Legal Description & Alternate Key (include copy of survey) Alternate Key-3306686 See attached copy of Deed for Legal Description			
Land Use (City verification required) Commercial			
Zoning (City verification required) C-2 General Commercial			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

See Justification

Bryan Potts

Applicant Name (print)

x Bryan Potts
Applicant Name (signature)

Gary A. Bodzin, as Trustee UTD 7/29/09

Owner Name (print)

x [Signature]
Owner Name (signature)

*****NOTICE*****

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

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

5/26/2020

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for a Conditional Use Permit (CUP) to allow a Vehicle Storage and Inventory Garage in the C-2 General Commercial zoning district, bfor the existing Headquarter Honda Auto Dealership at the following location:

LOCATION:

Vacant parcel located on State Road 50
and the corner of Lake Boulevard
(Alternate Key 3306686)
3.12+/- Acres

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

The Clermont Planning & Zoning Commission will consider this request at a public meeting on Tuesday, July 6, 2021 at 6:30pm; and

The Clermont City Council will consider this request at a public meeting on Tuesday, July 27, 2021 at 6:30pm.

All public meetings will be held at the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 28, 2021 and July 20, 2021



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Resolution No. 2021-43R		
Requested Action		
Request approval of the resolution establishing a proposed short-term sanitation operations change to collect multiple days in the Downtown Business district and the associated customer payment structure.		
Staff Report		
Clermont City Council requested staff propose a solution to the trash accumulation in the Downtown Business district. The proposed resolution allows for sanitation operations change to collect multiple days in the Downtown Business district and the associated customer payment structure.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021-043R - Solid Waste Frequency Amendment for Downtown (07.21.2021 V3) - R&FBL	2021-043R - Solid Waste Frequency Amendment for Downtown (07.21.2021 V3) - R&FBL.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2021-043R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FREQUENCY OF SOLID WASTE PICKUP PURSUANT TO THE CODE OF ORDINANCES CHAPTER 50 SECTION 34; PROVIDING FOR THE ESTABLISHMENT OF BOUNDARIES FOR THE DOWNTOWN DISTRICT; PROVIDING FOR A RATE COLLECTION CHART BASED ON PICKUP FREQUENCY; PROVIDING FOR CONFLICT, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont City Council pursuant to the City's Code of Ordinances Chapter 50, Section 34 has provided authority to the Director of Public Services to require more frequent collections of solid waste as deemed necessary subject to the approval of the City Manager and City Council as stated in Chapter 50, Section 32; and

WHEREAS, the City of Clermont Public Services Director has deemed it necessary for the health, safety, and welfare of the community that an increased frequency of collection is necessary in the downtown business district described herein;

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

SECTION 1: RECITALS

The above recitals are true and correct, and are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2: ESTABLISHING BOUNDARIES

Frequency of pickup may be increased for all owners and occupants of properties located within the area bounded by the Clermont Downtown and Waterfront Redevelopment as set forth by the City of Clermont City Resolution No. 950 and as shown in the map contained in Exhibit A.

SECTION 3: ESTABLISHING COLLECTION CHART

The established fee rates shall remain consistent with the published rates within the comprehensive fee schedule as adopted by the City Council in Resolution 2017-60R. The charged collection rates based on frequency of pickup shall be assessed based on the chart provided in Exhibit B.

SECTION 4: CONFLICT

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 5: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: EFFECTIVE DATE

This Resolution shall be effective immediately upon adoption.



CITY OF CLERMONT
RESOLUTION NO. 2021-043R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 27th day of July, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2021-043R

EXHIBIT A

Location Map





CITY OF CLERMONT
RESOLUTION NO. 2021-043R

EXHIBIT B

CURRENT RATES

Monthly Cost	Number of 95 gal Containers	Number of Pick Ups per Week				
		1	2	3	4	5
\$21.54	1	\$21.54	\$43.08	\$64.62	\$86.16	\$107.70
\$33.12	2 (additional \$11.58)	\$33.12	\$66.24	\$99.36	\$132.48	\$165.60
\$44.70	3 (additional \$23.16)	\$44.70	\$89.40	\$134.10	\$178.80	\$223.50
\$56.28	4 (additional \$34.74)	\$56.28	\$112.56	\$168.84	\$225.12	\$281.40
\$67.86	5 (additional \$46.32)	\$67.86	\$135.72	\$203.58	\$271.44	\$339.30
\$79.44	6 (additional \$57.90)	\$79.44	\$158.88	\$238.32	\$317.76	\$397.20
\$91.02	7 (additional \$69.48)	\$91.02	\$182.04	\$273.06	\$364.08	\$455.10

* \$21.54 for first cart

* \$11.58 for each additional cart



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 27, 2021		
Agenda Item Name		
Fiscal Year 2022 Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to approve Proposed Fiscal Year 2022 Ad Valorem Millage Rate of 4.2061		
Staff Report		
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 2nd of the proposed ad valorem millage rate for Fiscal Year 2022. The proposed millage rate will be included in the property notices mailed to all City residents by the Lake County Property Appraiser in August. The notice of the proposed millage rate also includes the date of the public hearing to adopt the tentative millage rate which is Wednesday September 8, 2021. The final millage rate for Fiscal Year 2022 will be approved by the City Council at a public hearing on Wednesday September 22, 2021. The final millage may be lower than the proposed millage rate, but may not be higher. Based on the budget workshops held on July 20 and 21, staff is recommending a proposed millage rate of 4.2061 for the seventh consecutive year, this represents an increase of 3.97% over the rolled back millage rate of 4.0456.		
Additional Analysis		
Fiscal Impact Summary		
The millage rate of 4.2061 will generate \$14,879,842 in General Fund revenues for Fiscal Year 2022.		
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, July 27, 2021		
Agenda Item Name		
Ordinance No. 2021-026 <i>Introduction</i>		
Requested Action		
Recommend approval of Ordinance 2021-026		
Staff Report		
Staff has held meetings with community stakeholders who have requested golf carts be permitted in downtown as a tool to provide some relief to downtown parking concerns. This ordinance creates a permitted zone within the downtown area. Golf carts must provide proof of insurance and be inspected annually by the Clermont Police Department where they will receive an inspection sticker that must be displayed on the golf cart at all times. Golf carts can only be driven by an individual with a valid driver's license, are required to have safety equipment and a maximum attainable speed of 20 miles per hour. The ordinance is similar to other jurisdictions who have implemented golf carts successfully.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2021-026 - Golf Cart Ordinance	Ord 2021-026 - Golf Cart Ordinance.pdf	
2. Ord 2021-026 - Golf Cart Ordinance Legal Ad	Ord 2021-026 - Golf Cart Ordinance Legal Ad.docx	



CITY OF CLERMONT
ORDINANCE NO. 2021-026

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, FLORIDA, AMENDING CHAPTER 62 “TRAFFIC AND**
3 **VEHICLES” CREATING ARTICLE IV, “GOLF CARTS” SECTIONS 62-**
4 **45 THROUGH 62-55 OF THE CITY CODES OF THE CITY OF**
5 **CLERMONT AUTHORIZING THE USE OF GOLF CARTS UPON**
6 **DESIGNATED STREETS; PROVIDING THAT STATE AND COUNTY**
7 **ROADS ARE NOT AUTHORIZED; PROVIDING FOR A REVOCABLE**
8 **LICENSE; PROVIDING FOR WAIVER OF CLAIMS; PROVIDING FOR**
9 **PARKING REGULATIONS; PROVIDING THAT A DRIVER’S LICENSE**
10 **IS REQUIRED; PROVIDING FOR REGISTRATION; PROVIDING FOR**
11 **REQUIRED EQUIPMENT; DESIGNATING A GOLF CART BOUNDARY**
12 **AREA AUTHORIZING USE ON CERTAIN STREETS; PROVIDING FOR**
13 **NUMBER OF OCCUPANTS, SPEED AND REQUIRED INSURANCE;**
14 **PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICT,**
15 **SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION**
16 **OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

17
18 **WHEREAS,** the City Council has the authority to authorize the operation of golf carts and
19 regulate such operation within its jurisdictional boundaries pursuant to Article VIII, § 2(b) of the
20 Florida Constitution and §§ 166.221; 316.212, Florida Statutes;

21
22 **WHEREAS,** citizens of the city have expressed an interest in allowing golf carts to be
23 driven upon streets located within the city;

24
25 **WHEREAS,** the operation of golf carts upon public roads is ordinarily prohibited unless
26 otherwise authorized by the city pursuant to § 316.212, Fla. Stat.;

27
28 **WHEREAS,** to protect the health, safety, and welfare of its citizens, the City Council
29 desires to prohibit the operation of golf carts along roads and thoroughfares incompatible with
30 such operation and regulate the manner and times of the operation of golf carts upon city streets
31 where such operation is authorized;

32
33 **WHEREAS,** the City Council has found based on factors including the speed, volume,
34 and character of motor vehicle traffic that golf carts may safely travel on or across the public roads
35 or streets designated and set forth in the body hereof.

36
37 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**
38 **CLERMONT, FLORIDA:**

39
40 **SECTION 1:**

41 The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent and
42 findings supporting this Ordinance.

43
44 **SECTION 2:**

45 Chapter 62, “Traffic and Vehicles”, Article IV “Golf Carts” of the Code of the City of Clermont,
46 Florida, is hereby created to read as follows:



CITY OF CLERMONT
ORDINANCE NO. 2021-026

Sec. 62-45. Use of golf carts upon designated streets.

It shall be lawful for a person holding and in possession of a valid driver license to operate a golf cart, as defined by F.S. § 320.01(22), upon certain designated streets within the boundaries of the city. No such golf cart shall be operated on any other portion of the right-of-way of city, county or state roads except the paved portion of the right-of-way of said street, and there shall be no operation of golf carts on sidewalks, parks, trails or other portions of city lands, right-of-ways, or city streets except as specifically designated herein, and private lands allowing such use. All use of golf carts on designated city streets shall be in strict accordance with F.S. § 316.212 or any amendments thereto or any other provisions of Florida Statutes regulating the use of golf carts on public streets. All persons operating a golf cart on city streets must comply with all other applicable traffic laws regarding the operation of such a vehicle. Nothing herein shall relieve the operator of a golf cart from compliance with all laws and ordinances otherwise pertaining to the operation of a vehicle.

Sec. 62-46. State and county roads not authorized.

Nothing herein shall be deemed to authorize the operation of a golf cart on a state or county road or right-of-way or to allow the crossing of a state or county road other than at such crossings and in such locations as shall be permitted and specified by the F.S. § 316.212 or by specific authorization from the state, or an administrative agency thereof, or by the county.

Sec. 62-47. Licensed use; revocable.

(a) The operation of a golf cart on designated city streets shall be deemed to be a licensed use of those streets and to be revocable upon the will of the city council in its legislative capacity based on its consideration of the health, safety and welfare of the public arising from such use.

(b) The issuance of a license or other permission for the operation of golf carts on city streets shall not limit or otherwise preclude the city council from the amendment of this article, revocation of this article, contracting or expanding the streets or roads on which golf cars can be operated, or the designation of crossing points for state and county roads. All persons operating golf carts on city streets under this license from the city shall do so on the condition that there shall be no claim for any monetary loss or other claim for the loss of allowed golf cart operation on such streets or any monetary claim therefore based on a claim for action in reliance on the provisions of this article. The city council retains the unlimited legal authority to revoke, amend or to otherwise legislate as to the operation of golf carts on city streets without liability of any kind arising from its legislative decisions.

Sec. 62-48. Waiver of claim.

Any person operating a golf cart enjoying a license hereunder for such purpose and all persons who are passengers in such golf cart shall be deemed to have waived any claim against the city for its legislative decision to allow the operation of such golf carts on designated city



CITY OF CLERMONT
ORDINANCE NO. 2021-026

streets in compliance with this article, and this article is declared by the city commission to be a legislative act of the city pursuant to the authority granted by state statute.

Sec. 62-49. Parking.

Golf carts operated on designated city streets, when parked in public parking spaces, such golf carts shall be parked in a manner within such space side by side or in another fashion that allows either golf cart to leave the space when desired. It shall be the obligation of each golf cart operator to park the golf cart in a manner that will allow the use of the public parking space by another golf cart. This section shall be applicable to such areas as are specifically designated for vehicle parking use either on city streets or off the right-of-way of city streets, in parking lots owned and controlled by the city, or in such other areas as are designated by signage or ground marking for such usage, and on public lands specifically allowing such use. Identified handicapped parking spaces may be used by golf carts complying with the law for use of these spaces by vehicles.

Sec. 62-50. Driver license.

All persons operating a golf cart on designated city streets shall, upon request of a law enforcement officer, be in possession of a valid driver license; it shall be unlawful for a golf cart to be operated on designated city streets by any person who is not the owner of and in possession of a valid driver license. No person may operate a golf cart on city streets who has a suspended driver's license or whose driver's license has been revoked.

Sec. 62-51. Registration of golf carts.

All golf carts operating on city streets, prior to such operation, shall be registered with the city on an annual basis by such persons and in such a manner as is administratively determined by the city manager. The registration process shall include the payment of an annual registration fee in an amount to be determined by resolution of the city council. An inspection to verify road worthiness, and the presence of required equipment may be instituted by the city as a condition of registration and operation of a golf cart on city designated streets. Decals reflecting a valid registration must be visibly affixed to each registered golf cart on the back driver's side of said golf cart in a location that is easily visible to law enforcement personnel. Such registration and decal must be current at all times the golf cart is operated on city streets. No registration is required for golf carts which are not operated on city streets.

Sec. 62-52. Required equipment.

All golf carts operated on designated streets must be equipped with efficient brakes, reliable steering, a horn meeting the standards of F.S. § 316.271, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear of such golf cart, at all times while the golf cart is operated on designated city streets. All golf carts operated between sunset and sunrise on designated city streets shall also be properly equipped with headlights, brake lights, turn signals and a windshield. The provisions of this article may be enforced by law enforcement officers and



CITY OF CLERMONT
ORDINANCE NO. 2021-026

as to such matters not requiring action only by a law enforcement officer, by both city code enforcement officers and law enforcement officers.

Sec. 62-53. Designated streets.

The city streets within the borders delineated on the exhibit attached hereto and labeled "Golf Cart Boundary" are the designated city streets on which golf carts may be operated, and only in those designated areas. The crossings of state and county roads as depicted thereon shall be lawful for the operation of golf carts only when and if those crossings are approved by the appropriate state and county agencies having jurisdiction over that decision. It is unlawful for a golf cart to cross a state or county road at any other location.

Sec. 62-54. Number of occupants, speed and required insurance.

(a) The number of occupants in any golf cart being operated on the designated streets of the city shall be restricted to the number of seats on the golf cart, not exceeding the number of persons for which the golf cart was designed and which is consistent with the number of seats provided by the golf cart manufacturer.

(b) It shall be unlawful for any occupant of a golf cart to stand at any time while the golf cart is in motion.

(c) All golf carts permitted to travel on designated city streets within the city shall have a maximum attainable speed of 20 miles per hour.

(d) It is unlawful for a person to drive a golf cart at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. It is the duty of the operator of a golf cart to leave the paved surface of a designated street to allow other motor vehicles to proceed at the lawful speed on such street as an exception to this Article and subparagraph (e) below.

(e) It is unlawful for a golf cart to be operated on city sidewalks, rights-of-way and other locations on which a motor vehicle cannot be operated, and as proscribed by state statute or city ordinance, except for compliance with subparagraph (d) above.

(f) It shall be unlawful for any golf cart to be operated on the designated streets of the city unless and until the owner(s) thereof has purchased liability insurance insuring against personal injury and damage to property relative to the operation of golf carts on said designated city streets. The said insurance must be in full force and effect at all times the golf cart is operated on designated city streets. Proof of insurance must be presented to the city upon registration and licensing of the golf cart to operate on designated city streets, and to a law enforcement officer or code enforcement officer upon request.

Sec. 62-55. Enforcement.

Violations of this article shall be enforced pursuant to the provisions of F.S. § 316.212(8) and city ordinances by a law enforcement officer or city code enforcement officer as such officer's legal authority and jurisdiction allows. Code enforcement officers shall have the right to enforce all matters having to do with golf cart required equipment, the streets upon which golf carts may be operated, the lawful parking of golf carts and all other matters not exclusively within the jurisdiction of and lawful authority of law enforcement officers. In addition, other avenues for the



CITY OF CLERMONT
ORDINANCE NO. 2021-026

enforcement of violations of this article may be enforced by city code enforcement officers and the city code enforcement board or special magistrate as their jurisdiction and legal authority allows.

Sec. 62-56 – 62 -60. Reserved

SECTION 3: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: SEVERABILITY

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5: CODIFICATION

The text of Section 2 of this ordinance shall be codified as a part of the Clermont City Code The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, Section 2 of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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

First Reading this 27th day of July, 2021.

Second Reading this 10th day of August, 2021.



CITY OF CLERMONT
ORDINANCE NO. 2021-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of August, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2021-026

EXHIBIT A

Location Map



LEGAL NOTICE

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

ORDINANCE NO. 2021-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING CHAPTER 62 "TRAFFIC AND VEHICLES" CREATING ARTICLE IV, "GOLF CARTS" SECTIONS 62-45 THROUGH 62-55 OF THE CITY CODES OF THE CITY OF CLERMONT AUTHORIZING THE USE OF GOLF CARTS UPON DESIGNATED STREETS; PROVIDING THAT STATE AND COUNTY ROADS ARE NOT AUTHORIZED; PROVIDING FOR A REVOCABLE LICENSE; PROVIDING FOR WAIVER OF CLAIMS; PROVIDING FOR PARKING REGULATIONS; PROVIDING THAT A DRIVER'S LICENSE IS REQUIRED; PROVIDING FOR REGISTRATION; PROVIDING FOR REQUIRED EQUIPMENT; DESIGNATING A GOLF CART BOUNDARY AREA AUTHORIZING USE ON CERTAIN STREETS; PROVIDING FOR NUMBER OF OCCUPANTS, SPEED AND REQUIRED INSURANCE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, August 10, 2021 at 6:30 P.M. for final enactment.

All meetings will be held in City Hall, first floor Council Chambers, located at 685 West Montrose Street, Clermont FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe,
MMC
City Clerk

Daily Commercial
July 27, 2021