



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 26, 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

PROCLAMATION

National American Indian Heritage Month

Statewide Mobility Week

PUBLIC COMMENTS

REPORTS

Chairman Parks, Lake County Board of County Commissioners, District 2

CONSENT AGENDA

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

Item No. 1 - Minutes Approval

Consider approval of the September 28, 2021 Council meeting minutes.

Item No. 2 - Surplus Request

Consider approval to declare end of life inventory as surplus from the Police, Finance, and Parks & Recreation Departments and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Resolution No. 2021-048R

Consider Fiscal Year 2021 Budget Amendment.

Item No. 4 - Piggyback Purchase and Budget Amendment

Consider request to piggyback purchase from Lake County contract with Ten-8 to purchase a pumper apparatus in the total amount of \$628,786 and a budget amendment in the amount of \$3,786 in the Infrastructure Fund.

Item No. 5 - Building Inspection and Plans Review Services Contract Award

Consider awarding term contract to nine (9) firms for commercial and residential building inspection and plans review services.

Item No. 6 - Pole Facility Use Agreement

Consider agreement between the City and Clermont Downtown Partnership.

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Item No. 7 - Solid Waste and Recycling Master
Plan Study Task Order and Budget Amendment

Consider task order approval from
Wright-Pierce, Inc. in the total amount
of \$166,550 and budget amendment for
the same.

UNFINISHED BUSINESS

Item No. 8 - Ordinance No. 2021-024 *Final*
The Vue

The applicant has requested to table to
November 9, 2021.

Item No. 9 - Ordinance No. 2021-025 *Final*
The Vue Rezoning

The applicant has requested to table to
November 9, 2021.

Item No. 10 - Ordinance No. 2021-028 *Final*
International Property Maintenance Codes

Consider text amendment to Chapter
14, Code of Ordinances, to establish
minimum requirements for maintenance
of residential, commercial and
industrial buildings and structures.

Item No. 11 - Ordinance No. 2021-030 *Final*
Prince Edward Ave.

Consider Rezoning from R-1- Single
Family Medium Density to R-2-
Medium Density Residential for a
vacant parcel.

NEW BUSINESS

CLOSED SESSION

AT THIS TIME THE REGULAR COUNCIL MEETING SHALL BE IN RECESS SO THE
COUNCIL CAN MEET IN A CLOSED LITIGATION SESSION.

ADJOURN

Public Notice

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

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

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

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

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

PROCLAMATION

Whereas, the history and culture of our great nation has been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, the customs and traditions of indigenous peoples should be respected and celebrated as part of their rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, education, and historical activities have been planned;

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

AMERICAN INDIAN HERITAGE MONTH

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 26th Day of October in the year Two Thousand and Twenty One.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting an annual collection of outreach events; and

Whereas, Mobility Week is an ideal time for counties, cities, and transportation agencies to highlight achievements, introduce new initiatives, and/or implement new policies promoting sustainable transportation; and

Whereas, Mobility Week is an opportunity for individuals to explore various transportation choices available and consider how multimodal transportation reduces traffic congestion, benefits the environment and improves community health; and

Whereas, Mobility Week is consistent with the City of Clermont's key priorities for the planned development of road infrastructure to sever the current and future needs of its growing population; and

Whereas, the City of Clermont, as part of its requirement as a state partner in Mobility Week, will promote transportation events within the city and region;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the Week of October 29 - November 5, Two Thousand and Twenty One as:

MOBILITY WEEK

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 26th Day of October in the year Two Thousand and Twenty One.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 28, 2021

The City Council met in a regular meeting on Tuesday, September 28, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by the Reverend James Dorn III of St. Matthias Episcopal Church followed by the Pledge of Allegiance.

OPENING COMMENTS

Acting City Manager Davidoff informed the Council of several changes to the agenda.

Item No. 6 – Ordinance No. 2021-021

Acting City Manager Davidoff informed the Council that this item was being withdrawn by the applicant.

Item No. 7 – Ordinance No. 2021-022

Acting City Manager Davidoff informed the Council that the applicant is requesting that this item be tabled until December 14, 2021

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, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

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

MOTION TO TABLE until December 14, 2021 consideration of Ordinance No. 2021-022 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members voting voicing aye.

Item No. 8 – Ordinance No. 2021-024

Acting City Manager Davidoff informed the Council that the applicant is requesting that this item be tabled until October 26, 2021

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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 into the record by legal title only.

MOTION TO TABLE until October 26, 2021 consideration of Ordinance No. 2021-024 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 9 – Ordinance No. 2021-025

Acting City Manager Davidoff informed the Council that the applicant is requesting that this item be tabled until October 26, 2021.

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 SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

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

MOTION TO TABLE until October 26, 2021 consideration of Ordinance No. 2021-025 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

PROCLAMATION

Fire Prevention Week

Mayor Murry read a brief summary of the proclamation. Fire Chief David Ezell and Fire Marshall Jennifer Pierce accepted the proclamation on behalf of the Clermont Fire Department.

Fire Marshall Pierce informed the Council that she is happy to report that the City of Clermont has had zero deaths in over 18 years due to fire. The City's fire loss is less than 1 percent. It is an honor to serve the citizens of Clermont.

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Mayor Murry commended the fire department for all its great advances, he recalled when the fire department was an all-volunteer department.

PUBLIC COMMENTS

Jerod Taylor, 1878 Millercrest Drive – Was upset about code enforcement activities in Clermont; specifically about vehicular blocking of sidewalks and abandoned vehicles.

The Council directed Acting City Manager Davidoff to look into the situation.

Paula Hoisington, East DeSoto Street, Clermont – Thanked the Council for allowing the South Lake Alliance to present at a workshop. Critiqued Council Member Purvis for comments made during the workshop. Council Member Purvis responded that Ms. Hoisington should revisit the minutes as she is taking his comments out of context.

Michael Sax, Address Exempt – *Clermont Police Chaplain*. Reminded the Council that retention is very important and asked that the Council to consider the contract negotiations seriously so they do not lose officers.

Vincent Neimiec, Regency Hills, Clermont – Mr. Neimiec was speaking on his own behalf. He expressed concerns about Heartwood Marsh Road and the 661 new homes that were under consideration by the County. He also informed the Council that Lake County is planning to add three (3) additional roundabouts to Hartwood Marsh Road.

Dani Page, Tuscany Ridge, Clermont – Expressed displeased with the passage of the Skorman project at the last meeting and requested a moratorium on new residential development.

Charlene Harrison Forth, 939 W. Desoto Street, Clermont – asked to respond to a presentation that will be made by the Police Chief. Mayor Murry told her he would not be opening the presentation to public comment. She responded that she would make her comments at the next meeting.

Greg Amann, 550 East Avenue, Clermont – Expressed support for the Clermont Police Department and stated there are people in the community looking to drive an agenda and the Council needs to be aware of that.

REPORTS

Mayor Murry informed the Council that Commissioner Parks would not be reporting, but would resume in October.

ACTING CITY MANAGER REPORT

Acting City Manager Davidoff thanked all who came out to Sips and Salsa event and informed the Council that they had approximately 8,000 attendees.

Acting City Manager Davidoff reminded the Council that the next scheduled meeting is October 12, 2021 at 6:30 PM. He also reminded them that the Police Departments “National Night Out” event is scheduled for October 5, 2021 at Waterfront Park.

Acting City Manager Davidoff introduced Police Chief Charles Broadway to provide a report to the City Council regarding a requested internal investigation into the issues raised by a DeSoto Street resident at the prior Council meeting.

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Chief Broadway presented a PowerPoint presentation in response to the public comments by residents during the September 14 Clermont City Council meeting. He reviewed data and logs and stated to the Council that there is no evidence indicative of a crime or of alleged prowlers. He also addressed comments made regarding the arrest of an individual who lived in the neighborhood who was wielding a machete.

Mayor Murry thanked Chief Broadway for the presentation. He expressed concerns about a back and forth conversation occurring in Council meetings regarding this issue. He asked Chief Broadway if he had spoken to the concerned resident. Chief Broadway stated that he had spoken with the resident and explained all the efforts exerted by the Police Department. While there was not an agreement as to the facts between the parties, the conversation ended on amicable terms.

Acting City Manager Davidoff stated that there was nothing further for his report.

CITY ATTORNEY REPORT

City Attorney Mantzaris clarified for the Council that the closed session that will occur later in the meeting will only address the case regarding VP Development and another closed session will be scheduled on October 26 regarding the Sprinkles case.

CITY COUNCIL REPORT

Council Member Bates –

- Commented that he believes the Council needs to stop engaging in conversation with the public during public comments. He believes that a lot of the issues can and should be handled by staff and that the Council does not need to get involved.

In regards to the back and forth, Mayor Murry stated that he agrees he does not like it, but he will not deny a Council Member the ability to comment.

Council Member Purvis –

- Thanked the Police Department for the report. He believes that Police and Fire employees are held to a higher standard, and so the type of accusatory comments that were made needed to be investigated.

Council Member Entsuh –

- Attended the Orlando Health new hospital facility which the Live Well Foundation provided a grant for.
- Reminded the Council and the public that there is an upcoming County Commission workshop.

Council Member Pines –

Had prepared comments that were read into the record.

- Thanked entire staff to City Hall for working through what has been a difficult year for all involved. She expressed great appreciation to all for the maintained level of professionalism, and for the continued perseverance of getting through without a City Manager.
- Reminded the Council that in January 2021, they voted on rules of conduct. She expressed concerns that some members of the public are being treated differently than others with regards to the 3 minute rule, and feels that the time rule needs to be applied equally to all. She reminded the Council that they provided a way for the public to be placed on an agenda where they could make a larger presentation and engage with the Council if they felt the need.

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She is not trying to stifle citizens, but feels that the Council meetings need to be focused on conducting the business of the city. She asked for a motion to revise the resolution for rules of conduct to create a more respectful meeting atmosphere.

- Requested that a moratorium be placed on the agenda for the next Council Meeting. She feels that the City Codes need to be addressed and modified. The moratorium would not be for 5 years, but allow enough time to get a code that is up to speed and more workable with multi-family development. She is looking for an eighteen (18) month moratorium.

With regards to the time limits, Council Member Purvis stated that he is opposed to going back to the way it was previously. Council Member Pines stated that the Council needs to let staff respond to an issue first. The Council is only a policy making board and cannot get in to the day-to-day administrative affairs of the City.

Mayor Murry stated that the policy established in January was to allow citizens to have more input, not less. Council Member Pines responded that it is not about the amount of input, but it is about civility in the meeting and treating all citizens equally with regards to the three (3) minutes.

Council Member Entsuhah stated that he agrees that things have gotten out of hand in the meetings and that the meetings need to be better streamlined to avoid back and forth. He believes that the meetings need to be respectful, but much more prompt.

The Council discussed adding an additional clock. Acting City Manager Davidoff stated he will work with the City Clerk on the possibility.

City Attorney Mantzaris stated that the rules of conduct allows for three (3) minute comments and does not specify the extension.

Council Member Purvis asked when the Council will be able to limit developers and their attorneys.

City Attorney Mantzaris reminded the Council that in quasi-judicial proceedings the applicant has the right to take as much time to prove their need or request of the application. If the Council was to restrict their time, the decision of the Council can be overturned in the Courts. He did say that the Council can cutoff a presentation if the applicant is not producing facts or other evidence to support their application.

City Attorney Mantzaris asked for clarification on the rules of conduct resolution and if the Council wished to revisit it. The Council provided a consensus that no changes needed to be made to the resolution.

With regards to the moratorium issues, Acting City Manager Davidoff stated that he would advise bringing it back as a discussion item where the City Attorney could provide guidance.

Mayor Murry agreed that it should only be a discussion item. He specifically would like staff to review conditional use permits and variances.

Council Member Pines stated that the codes need to be updated and that it is vitally important to the welfare of the city. She is willing to pull funds from reserves, if required.

Acting City Manager Davidoff informed the Council that he would need a majority consensus in order for the item to be placed on an upcoming agenda.

Council Member Purvis stated that he feels this is premature and would better be served as a workshop item.

The Council discussed when the item should be discussed. The consensus was to wait until after the New Year and the new City Manager starts.

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Council Member Pines asked how an eighteen month moratorium would affect property owners that have not started a project.

City Attorney Mantzaris responded that it depends on each projects situation. If a property is permitted for multi-family, and the Council implements a moratorium or changes the code, and the owner realizes a loss in value, the developer could come after the city for that loss. It is important that the Council think about how wide this net could be cast.

Council Member Entsuh asked about the moratorium that Minneola passed for multiple years. City Attorney Mantzaris explained that the resolution passed by Minneola was not a moratorium, but a statement that they would be taking a closer look at applications. There was nothing in the resolution that would prevent an application. They did state that they would be limiting annexations into their City and that they may not even consider annexations at all.

Council Member Entsuh asked that this item be tabled until January and then in January the Council can determine if it should be postponed until April.

Acting City Manager Davidoff asked for clarification from the Council how they would like to proceed. The Council gave the consensus that this item should be a topic for discussion at the workshop in January, but advised that they may require more than one (1) workshop on the topic.

Council Member Entsuh –

- No Report

Mayor Murry –

- Winter Garden will be having a community meeting on the Marsh Road speed limit.
- Read a card aloud from residents on W. Minneola thanking the City Council for hearing their concerns.
- Attended Battle for Hope on Saturday night.
- Attended Sips and Salsa event.
- Thanked Acting City Manager Davidoff for getting with Public Services on landscaping issues around the City.
- “Coffee with the Cops” at Suncreek Brewery from 8:30-10 tomorrow.
- “Lunch with the Mayor” is Monday at 12pm at Lilly’s on the Lake.
- Attended Lake 100 Economic Development Summit.
- Informed the Council that he has been receiving complaints about city staff hiding things. He has spoken with the new City Manager and would like a forensic audit done of all city departments except Police and Fire. He wants to give the City a clean slate. It will cost about \$25,000 and he is not sure where the funding would come from.

With regards to the request for audit, Acting City Manager Davidoff asked Mayor Murry if he would like this done for all city departments. Mayor Murry responded that he wants it done on all departments except for Police and Fire as he is not interested in investigating them.

Council Member Pines asked how many complaints the Mayor has received because she absolutely disagrees with the proposal. Council Member Bates also stated that he is opposed to the proposal.

Council Member Pines stated that City employees have been working without a City Manager for a year and have taken a lot on their shoulders. Employees are tired; employees are burnt out. We need to support them, not investigate them.

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Mayor Murry stated that he has no problems with the staff or the work that they are doing. He believes an audit needs to be done every now and then anyways.

Council Member Purvis stated that he supports the proposal, but only pertaining to the issuance of permits and the Building Services Department. He does not support the proposal of reviewing the entire city.

Council Member Pines stated that the Council should let the new City Manager do his job. He is extremely competent and has been a City Manager for years. Council Member Purvis stated that he has already spoken to the new City Manager and this will be one of his first demands. He is adamant that something is not right with the issuance of permits in Clermont.

Council Member Entsuah agreed that the new City Manager should be allowed to do his own evaluation.

Seeing no support, Mayor Murry dropped the proposal.

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.

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| Item No. 1 – Meeting Minutes | Consider approval of Council Meeting Minutes of August 24, 2021 |
| Item No. 2 – Boat Ramp Closure | Consider Boat Ramp closure on December 4, 2021 for the Light Up Clermont Parade. |
| Item No. 3 – Interlocal & Professional Consultant Agreement | Consider Levey Consulting LLC contract for two scopes of service including Interlocal with Lake County Funding is budgeted in FY 2022. |

MOTION TO APPROVE the consent agenda for September 28, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 4 – Ordinance No. 2021-027 FINAL – Olympus Rezoning

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

City Clerk Howe read the ordinance into the record by legal title only. Planning Manager John Kruse provided the staff presentation.

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The applicant is requesting an amendment to Ordinance No. 2020-40 to make some adjustments and changes within the 243 +/- acre project. The project was originally approved by City Council in May of 2019 for a mixed-use project with residential, commercial, office, sports and entertainment uses. The applicant requested an amendment in 2020, which was approved by City Council in December 2020, to extend dates and timelines and to shift land uses within the project due to program changes. This amendment included shifting a portion of the residential (multifamily) from the upper northwest corner of the project to the southwest corner. The program capacity and entitlements did not increase or decrease in this amendment. The applicant is now requesting additional program changes, such as increasing the areas for residential uses within the project and decreasing lot width and sizes and including different housing types. The applicant is designating a majority of the lower portion of the project as the residential area. This area is not in the City's utility area and will be served by Utilities, Inc. The upper portion of the project will be served by the City of Clermont and utilities to this area are not in place at this time. Utility service will be extended to this general area via a utility agreement recently approved for the South Lake Crossing PUD to the northeast of this project. The overall base number of residential units, 1088 dwelling units, will not change. The base number of units can be increased to 1413 dwelling units through the use of transportation conversion matrix included in the original Planned Unit Development.

One of the most notable changes being requested is found in the Development Standards document. This document provides the specific details of how the project will be designed and developed. In the revised Development Standards document, the applicant is proposing the addition of a townhome product with a minimum width of 16 feet and lot size of 1,600 square feet. The applicant has provided a sample elevation and has indicated this would only apply to the interior units within the townhome building with the end units being 22 feet in width. The overall townhome building will range from 2 to 6 units in each structure. The 16 feet wide units will have a target living area of 900 to 1,400 square feet and the 22 feet wide units will be 1,550 to 1,900 square feet. Some of the other Development Standard changes include, but are not limited to (1) a change in the side yard setback for detached single-family residential from 5 feet to 3 to 7 feet with a minimum of 10 feet between buildings, (2) first floor ceiling height in multi-family projects to be 10 feet instead of 12 feet, (3) an increase in the number of habitable stories from 5 to 8 in special use buildings, (4) Shared Parking, and (5) Construction Phase Flexibility.

At time of this amendment, the only site development that has been reviewed and approved is the 289 multi-family apartments in the southwest corner of the project. This site is referred to as the Integra Heights project within the Olympus development. The applicant is still working on the transportation impact fee agreement with Lake County and this project may not commence vertical construction until the transportation impact fee agreement is fully executed. The extension of City of Clermont utilities to the northern area has been designed and will commence shortly with Lennar installing and funding this improvement. A revised location for the fire station within Olympus has been proposed on the east side of the project on Schofield Road, south of Wellness Way Boulevard.

Staff has reviewed the proposed amendments and timing of improvements. Staff recognizes the challenges and impacts due to the pandemic on this project along with changing market conditions and demands. The proposed smaller lot widths of the townhome product is untested in Lake County and within the City of Clermont. The applicant has indicated a similar project has been constructed in Laureate Park at Lake Nona and has been successful. Staff is looking to Council for their review and approval of this new product within the City of Clermont, if the Council desires to support this type of product.

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Overall, the proposed amendments by the applicant are within reason and staff would expect timelines and program changes to occur within a project of this magnitude.

Staff has reviewed the application and proposed project for a Planned Unit Development. The proposed project as designed complies with the Land Development Regulations and general requirements for granting an amendment to a Planned Unit Development (PUD). The Code requires all PUD Site Development Plans be designed in a manner that provide a complete living environment that is designed to provide quality development that will enhance and creates a uniform development pattern which complies with the general requirements and regulatory process for approval of the project. The submitted site plan along with the detailed exhibits indicates a complete uniform development plan once the program fully develops. The phasing and timing of the project has had some challenges and changes, in which the applicant is requesting this amendment. Some of the timeframes have been pushed further out due to the pandemic and when the northern utilities and road network will be available. Staff is able to support these requests with the understanding Council is in support of the townhome product. The applicant has provided satisfactory responses to the Shared Parking and Phasing Sections in the Development Standards. Therefore, staff recommends approval of Ordinance No. 2021-027. The Planning and Zoning Commission also recommended approval on a 6-0 vote.

Mayor Murry asked if the applicant was present.

Mike Carroll, Principal and Founder – Mr. Carroll presented a PowerPoint presentation. He provided an extensive overview of the project, its history, and its vision. Mr. Carroll reviewed some of the proposed site changes via the presentation slides. He stated that Olympus has made a long term commitment to the City of Clermont. The project plan maximizes the enjoyment of recreational facilities, but provides safety as well. He concluded his presentation stated that Olympus is strategically designed for job creation and will be a benefit to the region. He appreciates the work of city staff and supports their recommendation for approval.

Mayor Murry opened the floor for comments from the public.

Vincent Neimiec, Regency Hills, Clermont – Mr. Neimiec stated that he was speaking for himself. He supports the project.

Dani Page, Tuscan Ridge, Clermont – Ms. Page stated that the project will be a city within a city and asked how the various government provided services would be paid for.

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

Council Member Purvis disclosed that he met with the developer along with staff. He stated that he is not happy with the proposed 1,600 ft. wide town homes as he believes that they are not a Clermont type of residential home. He stated that he could better embrace the concept if the community had a designated site within its area for a police substation. He stated that there is already a designated fire house. Mr. Carroll identified a 1,500 sq. ft. location that could be used for a police substation.

Council Member Purvis asked if the City has a minimum standard for residential homes. Planning Manager Kruse responded that the city minimum is 600 sq. ft. but reminded the Council that the Olympus PUD provides separate development standards.

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Council Member Bates asked questions regarding the changes in the site plan. Acting City Manager Davidoff clarified that while the project plan is changing by moving items, the residential density is remaining the same. Planning Manager Kruse stated that the residential is expanding west for more square footage, but the same density.

Council Member Bates stated that he liked the previous site plan and is not sure he can support the proposed changes. He asked Mr. Carroll to provide a reason for the removal of the surf zone completely. Mr. Carroll stated that they have removed it in response to the market and adjusted for the global pandemic.

Mr. Carroll explained that there is still mixed use throughout the project. The neighborhoods will be the same and there has not been a tradeoff in the development program.

Brian Wheeler, Senior Land Planner – *Applicant Representative*. Proposed to be residential and complete 50 percent of residential overall for project. It still has urban mixed use characteristics.

Council Member Bates asked if they were doing away with the bridge across the lake. Mr. Wheeler stated that they are doing away the bridge, but building a 14 foot trail around the lake.

Council Member Purvis asked if they can address the school issue that was raised. Mr. Wheeler stated that they have concurrency certification with Lake County Schools and moving some portion to senior housing will reduce the need. The building permits will pay for school impact fees.

Council Member Purvis stated that Lennar has bought 700 acres adjacent to this property and asked if there had been any discussion for a school site. Mr. Carroll stated that they have had a few meetings with them trying to locate a site amongst the landowners. They discussed a magnet school location, and the school board felt that a public school would need to be located further south.

Mayor Murry asked about fire and police. City Attorney Mantzaris stated that the development agreement is only for the dirt; construction and outfitting will be at the City's expense.

Mr. Carroll stated that the district is providing for its own security. For both the fire and police stations, he reminded the Council that the locations will service the entire area, not just Olympus.

MOTION TO APPROVE and adopt Ordinance No. 2021-027 as presented with the two changes made by Council Member Entsuh. Seconded by Council Member Purvis. Passed 4-1 on roll call vote with Council Member Bates opposing.

For clarification, the two changes reflected in the motion are Exhibit 7 as presented and section 8 item 4 in the Ordinance regarding private roads to be privately maintained.

Item No. 5 – Variance Request PEREZ

Mayor Murry left the meeting at 9:20pm

Development Services Director Henschel presented the variance request for vacant property.

The applicant is requesting a variance to the Land Development Code for vacant property located on Pitt Street and Bloxam Avenue. The variance request is to allow for the use of a 20 foot shared access driveway on Pitt Street instead of the minimum lot width requirements for a single-family dwelling unit of 50 feet. The R-3 Residential/Professional zoning district requires a 50 foot width measured along the property line contiguous to any street frontage or road for access.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 28, 2021

The intent and purpose of the R-3 zoning minimum lot and height requirement is to ensure each single family residential lot has the ability to meet the minimum standards for a buildable lot in that zoning category along with ample vehicular access.

The definition of a buildable lot is an area of contiguous land, having sufficient area and dimensions to meet the applicable zoning codes.

The applicant has indicated the property owner would like to split the lot and construct two single-family homes that will share a 20-foot access driveway off Pitt Street to allow for accessibility to the proposed single-family lots. In the event the property is sold in the future, the 20-foot shared access driveway for the proposed two lots and single-family homes would create non-conforming lots that are inconsistent with the minimum standards for single-family residential lots and homes. The proposed design layout of the 20 foot wide shared access driveway may prevent and limit the mobility of any emergency vehicles, fire trucks and the collection of garbage and recycling trucks at this location. In addition, maintenance obligations of the access road could become an issue as well.

The Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on four of the five criteria and therefore recommends denial of the requested variance.

Mayor Pro Tem Bates asked if the applicant was present.

David Rosa – *Applicant*. Mr. Rosa requested approval. When they purchased the property, they were told they could do what they are asking. He informed them that they are currently allowed to build a duplex on the site under the current zoning. He stated that they are only asking for a difference of in 10 ft separation.

Mayor Murry returned at 9:25 pm

Mayor Murry opened the floor for comments from the public

Jerri Wright Dorriety, 741 Pitt Street – Ms. Dorriety informed the Council that her mother is an abutting property owner. She asked a number of questions regarding the project, and expressed concerns about traffic.

Paula Hoisington, 564 East DeSoto Street – Ms. Hoisington stated that she is representing the Johnson Family Trust which is an abutting property. She asked the Council to consider safety first.

Council Member Pines stated she is not in support of the project as emergency services cannot get up the driveway.

Council Member Purvis asked Director Henschel to explain about the duplex. Director Henschel stated that the concern is over non-conforming parcels.

Council Member Bates voiced concerns about the proposal. Mayor Murry stated he also has concerns specifically regarding emergency vehicles.

Mr. Rosa asked if he could bring back drawings for the Council to consider.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 28, 2021

City Attorney Mantzaris informed the Council that this is a variance request. He suggested the Council needs to address the criteria for granting a variance. One of the most significant criteria is what the hardship is and what is self-imposed. Generally speaking, variances with a self-imposed hardship do not meet the minimum criteria for granting a variance.

MOTION TO DENY the variance request made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

NEW BUSINESS

Item No. 6 – Ordinance No. 2021-021 – WITHDRAWN

This item was heard previously in the agenda and was withdrawn.

Item No. 7 – Ordinance No. 2021-022 – TABLED

This item was considered previously in the agenda and was tabled.

Item No. 8 – Ordinance No. 2021-024 – TABLED

This item was considered previously in the agenda and was tabled.

Item No. 9 – Ordinance No. 2021-025 – TABLED

This item was considered previously in the agenda and was tabled.

CLOSING COMMENTS

Mayor Murry asked if there were any closing comments, seeing none the Council moved forward to their closed session. Mayor Murry read a statement regarding the closed session.

CLOSED SESSION

AT THIS TIME THE REGULAR CITY COUNCIL MEETING RECESSED INTO CLOSED LITIGATION SESSION.

The Council Meeting Recessed at 9:45pm.

The Council Meeting Reconvened at 11:17pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 28, 2021

ADJOURN: With no further comments, this meeting adjourned at 11:18pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Surplus Request		
Requested Action		
Request to approve and declare end of life inventory as surplus from the Police, Finance, and Parks & Recreation Departments and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Procurement Services Department, on behalf of the Police Department, Finance Department and Parks & Recreation Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Police Department</u> Qty. Property Description (1) 2010 Dodge Charger Vehicle No. 2174 – 110,574 miles (1) 2017 Ford Taurus Vehicle No. 2240 – 36,000 miles. This vehicle was in an accident and was declared a total loss by the insurance company. (1) 2011 Dodge Charger Vehicle No. 2179 – 129,060 miles (1) 2008 Cadillac Unmarked Vehicle No. 2188 – 84,191 miles <u>Parks & Recreation Department</u> Qty. Property Description (1) 2007 Ford Explorer Vehicle No. 5243 – 51,704 miles. Inoperable, requires a brake control module which has been on back order for over six months. (8) Wood Vinyl Lobby Chairs <u>Finance Department</u> Qty. Property Description (1) Lot of miscellaneous items: (4 calculators, 1 office chair, 1 metal file box) (3) Sensus water meters & charging stations Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$13,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Property Disposal	Police Property Disposal.pdf	

2.	Parks & Rec Property Disposal	Parks & Rec Property Disposal.pdf
3.	Finance Property Disposal	Finance Property Disposal.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: UNKNOWN/VEH TOTALED
Contact Person: LT. NICK BLOOM Phone: 352-536-8442
Year / Make / Model: 2017 FORD TAURUS INTERCEPTOR Vehicle No. 2240
Miles / Hours: APPROX 36,000 Serial / VIN: 1FAHP2MK7HG118898
Description of Property FULLY MARKED BLACK AND WHITE PATROL VEHICLE (TOTALED IN CRASH)

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: _____

Date: 9-28-21

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10143
Contact Person: Sgt. Debbie Reasoner Phone: 352-536-8461
Year / Make / Model: 2008 / CADILLAC CTS Vehicle No. 2188
Miles / Hours: 84,191 Serial / VIN: 2B3CL1CG9BH550638
Description of Property UNMARKED VEHICLE

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

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

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

Director Signature: _____

Date: 9.22.21

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: XD6985
Contact Person: Debbie Reasoner Phone: 352-536-8461
Year / Make / Model: 2010/DODGE/CHARGER Vehicle No. 2174
Miles / Hours: 110,574 Serial / VIN: 2B3AA4CV0AH176742
Description of Property Police vehicle/marked

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

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

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

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

☐ **OTHER:** _____

Director Signature: _____

Date: 10-4-21

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10305
Contact Person: Sgt. Debbie Reasoner Phone: 352-536-8461
Year / Make / Model: 2011 / DODGE / CHARGER Vehicle No. 2179
Miles / Hours: 129,060 Serial / VIN: 2B3CL1CG9BH550638
Description of Property POLICE VEHICLE

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

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

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

Director Signature: [Signature]

Date: 9-22-21

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



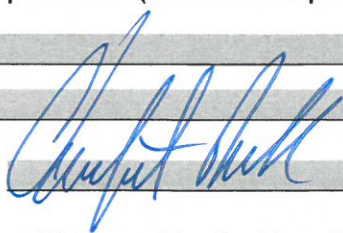
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS Property Tag #:
Contact Person: Chris Dudeck Phone: 352-708-5997
Year / Make / Model: 2007 Ford Explorer Vehicle No. 5243
Miles / Hours: 51,704 Serial / VIN: 1FMEU73E37UB03535
Description of Property Truck needs brake control module; part on order for 6-months

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

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

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

Director Signature: 

Date: 10/12/21

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



PROPERTY DISPOSAL FORM

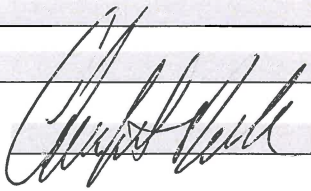
Dept. / Division: P&R/EVENTS Property Tag #:
Contact Person: Alicia Cardarelli Phone: 352-708-5975
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 8x Wood/Vinyl Lobby Chairs

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
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☐ **OTHER:**

Director Signature: 

Date: 9/15/21

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Sensus Meters & Charging Stations (3), Manuals, 3 locks/keys, & 1 calculator

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

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

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

Director Signature: Pam Buesonski

Date: Sep 21, 2021

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: n/a
Contact Person: Becki Young Phone: 7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 3 calculators, 1 office chair & 1 metal file box

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

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

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

Director Signature: Pam Brosowski

Date: Sep 17, 2021

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Resolution No. 2021-048R		
Requested Action		
Request approval of Resolution No. 2021-048R to amend the Fiscal Year 2021 Budget.		
Staff Report		
Resolution No. 2021-048R is proposed to amend the Fiscal Year 2021 Budget. The resolution formally amends the annual budget for the use of "CARES" funds the City received from Lake County through an Interlocal Agreement that was originally approved by Council Action on September 22, 2020. The CARES Act was approved in March of 2020 and funding was awarded to State and local governments with populations above 500,000. The State of Florida awarded funding to Lake County which was shared with local municipalities within the County. The use of these funds followed the CARES Act guidance issued by Treasury and the spending plan adopted by the City. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that— 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3. were incurred during the period that begins on March 2, 2020, and ends on December 30, 2020. (per interlocal agreement) These funds were received from Lake County in FY 2020 as an advance and were spent by the City in accordance with the agreement for expenditures during the eligibility period. This budget amendment updates the FY 2021 department budget based on the expenditures related to the use of the CARES funds.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$945,862.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2021-048R Budget Amendment#6-CARES Final	Resolution 2021-048R Budget Amendment#6-CARES Final.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2021-048R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2020-2021**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2020 to September 30, 2021:

GENERAL FUND

1. Increase Software Renewal/Support City Clerk CARES (10511-55219-99003) \$ 6,348
Increase Capital Equipment City Clerk CARES (10511- 66401-99003) \$ 47,136
To amend the City Clerk Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.
2. Increase Telephone City Manager CARES (10512-54101-99003) \$ 81
Increase Postage/Freight City Manager CARES (10512-54200-99003) \$ 274
Increase Rise Clermont City Manager CARES (10512-54927-99003) \$ 54,783
Increase EOC Eqpt. & Supp. City Manager CARES (10512-55221-99003) \$ 901
Increase Capital Equipment City Manager CARES (10512-66401-99003) \$ 232,546
To amend the City Manager Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.
3. Increase Minor Eqpt. Finance CARES (10513-55204-99003) \$ 8,646
Increase Software Renew/Support Finance CARES (10513-55219-99003) \$ 627
Increase EOC Eqpt. & Supplies Finance CARES (10513-55221-99003) \$ 666
Increase Training & Education Finance CARES (10513-55401-99003) \$ 1,480
Increase Capital Equipment Finance CARES (10513-66401-99003) \$ 24,577
To amend the Finance Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.

CITY OF CLERMONT
RESOLUTION NO. 2021-048R

- | | | |
|--|----|--------|
| 4. Increase Minor Equipment P&DS CARES (10515-55204-99003) | \$ | 92 |
| Increase Capital Equipment P&DS CARES (10515-66401-99003) | \$ | 4,960 |
| To amend the Planning & Development Services Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020. | | |
| | | |
| 5. Increase Professional Services General IT CARES (10516-53100-99003) | \$ | 6,300 |
| Increase Postage/Freight IT CARES (10516-54200-99003) | \$ | 11 |
| Increase Minor Equipment IT CARES (10516-55204-99003) | \$ | 5,119 |
| Increase Software Renewal/Support IT CARES (10516-55219-99003) | \$ | 17,052 |
| Increase Capital Equipment IT CARES (10516-66403-99003) | \$ | 45,767 |
| To amend the Information Technology Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020. | | |
| | | |
| 6. Increase EOC Eqpt. & Supplies General Gov't. CARES (10519-55221-99003) | \$ | 1,689 |
| To amend the General Government Department budget for the reimbursement of FY 21 operating costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020. | | |
| | | |
| 7. Increase EOC Equipment & Supplies Police CARES (10521-55221-99003) | \$ | 1,426 |
| To amend the Police Department budget for the reimbursement of FY 21 operating costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020. | | |
| | | |
| 8. Increase Operating Supplies Fire CARES (10522-55200-99003) | \$ | 1,195 |
| Increase Minor Equipment Fire CARES (10522-55204-99003) | \$ | 2,149 |
| Increase Software Renewal/Support Fire CARES (10522-55219-99003) | \$ | 10,905 |
| Increase EOC Equipment & Supplies Fire CARES (10522-55221-99003) | \$ | 341 |
| Increase Subscription & Dues Fire CARES (10522-55400-99003) | \$ | 497 |
| Increase Capital Equipment Fire CARES (10522-66401-99003) | \$ | 48,931 |
| Increase Internet Fire Inspection CARES (10529-54102-99003) | \$ | 145 |
| Increase Uniforms Fire Inspection CARES (10529-55203-99003) | \$ | 3,805 |
| Increase Minor Equipment Fire Inspection CARES (10529-55204-99003) | \$ | 759 |
| To amend the Fire Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020. | | |

CITY OF CLERMONT
RESOLUTION NO. 2021-048R

9. Increase Operating Supplies Public Services CARES (10549-55200-99003) \$ 4,673
Increase Minor Equipment Public Services CARES (10549-55204-99003) \$ 185,269
Increase Safety Equipment Public Services CARES (10549-55205-99003) \$ 446
Increase EOC Equip. & Supp. Public Services CARES (10549-55221-99003) \$ 3,404
Increase Capital Equipment Public Services CARES (10549-66401-99003) \$ 14,880
To amend the Public Services Department Governmental Funds budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.
10. Increase R&M – Building HR CARES (10560-54600-99003) \$ 107
Increase Office Supplies HR CARES (10560-55100-99003) \$ 180
Increase Minor Equipment HR CARES (10560-55204-99003) \$ 1,665
Increase Software Renewal/Support HR CARES (10560-55219-99003) \$ 1,216
Increase Capital Equipment HR CARES (10560-66401-99003) \$ 4,048
To amend the Human Resources Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.
11. Increase Software Renewal/Support CARES (10565-55219-99003) \$ 9,548
Increase EOC Equipment & Supplies CARES (10565-55221-99003) \$ 20
To amend the Procurement Services Department budget for the reimbursement of FY 21 operating costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.
12. Increase Minor Equipment P&R CARES (10572-55204-99003) \$ 1,463
Increase EOC Equipment & Supplies P&R CARES (10572-55221-99003) \$ 16,840
Increase Capital Equipment P&R CARES (10572-66401-99003) \$ 10,457
Increase Minor Equipment P&R CARES (10574-55204-99003) \$ 149
Increase EOC Equipment & Supplies P&R CARES (10574-55221-99003) \$ 9,905
Increase Capital Equipment P&R CARES (10574-66401-99003) \$ 12,135
Increase Minor Equipment P&R CARES (10575-55204-99003) \$ 1,995
Increase EOC Equipment & Supplies P&R CARES (10575-55221-99003) \$ 34,256
Increase Capital Equipment P&R CARES (10575-66401-99003) \$ 40,574
Increase Minor Equipment P&R CARES (10579-55204-99003) \$ 2,230
Increase EOC Equipment & Supplies P&R CARES (10579-55221-99003) \$ 1,266
Increase Capital Equipment P&R CARES (10579-66401-99003) \$ 25,126
To amend the Parks & Recreation Department budget for the reimbursement of FY 21 operating and capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.

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13. Increase Transfer Out to Building Services Fund (10581-99115)	\$	17,498
Increase Transfer Out to Water Fund (10581-99105)	\$	7,893
Increase Transfer Out to Sewer Fund (10581-99108)	\$	7,493
Increase Transfer Out to Stormwater Fund (10581-99112)	\$	959
Increase Transfer Out to Sanitation Fund (10581-99116)	\$	959

To amend the General Fund budget for transfers out to reimburse the Building Services, Water, Sewer, Stormwater and Sanitation Funds for FY 21 operating and capital costs from the Inter-local Agreement for Disbursement CARES Act Funds approved by the City Council on September 22, 2020.

14. Decrease Fund Balance (10599-59900)	\$	945,862
Total General Fund adjustments		

BUILDING SERVICES FUND

1. Increase Capital Equipment (11524-66401-99003)	\$	17,498
Increase Transfer In from General Fund (11381-38100)	\$	17,498

To amend the Building Services Department budget for reimbursement from the General Fund of FY 21 capital costs from the Inter-local Agreement for Disbursement of CARES Act Funds approved by the City Council on September 22, 2020.

WATER FUND

1. Increase Minor Equipment CARES (41533-55204-99003)	\$	433
Increase EOC Equipment CARES (41533-55221-99003)	\$	895
Increase Training & Education CARES (41533-55401-99003)	\$	888
Increase Capital Equipment CARES (41533-66401-99003)	\$	5,677
Increase Transfer In from General Fund (41381-38100)	\$	7,893

To amend the Public Services Department Water Fund budget for reimbursement from the General Fund of FY 21 operating and capital costs from the Inter-local Agreement for Disbursements CARES Act Funds approved by the City Council on September 22, 2020.

SEWER FUND

1. Increase Minor Equipment CARES (42535-55204-99003)	\$	433
Increase EOC Equipment CARES (42535-55221-99003)	\$	495
Increase Training & Education CARES (42535-55401-99003)	\$	888
Increase Capital Equipment CARES (42535-66401-99003)	\$	5,677
Increase Transfer In from General Fund (42381-38100)	\$	7,493

To amend the Public Services Department Sewer Fund budget for reimbursement from the General Fund of FY 21 operating and capital

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costs from the Inter-local Agreement for Disbursements CARES Act
Funds approved by the City Council on September 22, 2020.

STORMWATER FUND

1. Increase Minor Equipment CARES (45538-55204-99003)	\$	109
Increase EOC Equipment CARES (45538-55221-99003)	\$	35
Increase Training & Education CARES (45538-55401-99003)	\$	222
Increase Capital Equipment CARES (45538-66401-99003)	\$	593
Increase Transfer In from General Fund (45381-38100)	\$	959

To amend the Public Services Department Stormwater Fund budget for
reimbursement from the General Fund of FY 21 operating and capital
costs from the Inter-local Agreement for Disbursements CARES Act
Funds approved by the City Council on September 22, 2020.

SANITATION FUND

1. Increase Minor Equipment CARES (49534-55204-99003)	\$	109
Increase EOC Equipment CARES (49534-55221-99003)	\$	35
Increase Training & Education CARES (49534-55401-99003)	\$	222
Increase Capital Equipment CARES (49534-66401-99003)	\$	593
Increase Transfer In from General Fund (49381-38100)	\$	959

To amend the Public Services Department Sanitation Fund budget for
reimbursement from the General Fund of FY 21 operating and capital
costs from the Inter-local Agreement for Disbursements CARES Act
Funds approved by the City Council on September 22, 2020.

Net Decrease to Fund Balance – All Funds	\$ 945,862
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NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2020-2021 are hereby adopted.

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

AGENDA ITEM

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Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Recommend to approve a piggyback purchase from Lake County's contract number 19-0707 with Ten-8 to purchase a pumper apparatus in the total amount of \$628,876 and a budget amendment in the amount of \$3,786 in the Infrastructure Fund.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Procurement Services Department sought a contract from Lake County number 19-0707, to purchase a pumper apparatus. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2210-002 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 Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The requested pumper will replace Engine 101, which will go into reserve and restore the department to having two reserve engines. The department's prior second reserve engine was surplused in September of 2020 due to poor mechanical conditions and excessive repair costs to maintain it at a safe and operable status. The total amount budgeted for this purchase is \$625,000. A budget amendment for the difference of \$3,786 is being requested utilizing funding from reserves in the Infrastructure Fund. 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.		
Additional Analysis		
Fiscal Impact Summary		
The total fiscal impact is \$628,786 which is included in the current fiscal year budget with a budget amendment to cover the additional amount (\$3,786) from reserves in the Infrastructure Fund. Department Account Code: 12522-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont PUC Pumper Proposal 2022	Clermont PUC Pumper Proposal 2022.pdf	
2. RFI 2210-002	RFI 2210-002.pdf	



Equipment Proposal

Pierce Proposal # 654

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: October 8, 2021 ("Proposal Date") **Customer:** CITY OF CLERMONT FIRE DEPARTMENT ("Customer")

Customer Address: 439 WEST HIGHWAY 50, CLERMONT, FLORIDA, 34711

Qty	Product Description & Options	Price
1	PIERCE CUSTOM PUMPER per Lake County ITB #19-0707, Price Level 40.	\$439,048.00
	4% Mark-up on Base Model Apparatus, Custom Pumper.	\$17,562.00
	Apparatus Accessories/Options based on our Proposal #654, Price Level 40.	\$189,664.00
	9% Mark-up on Apparatus Accessories/Options, per unit.	\$17,070.00
	Apparatus Subtotal:	\$663,344.00
	Discount for 100% prefunding of contract at time of order entry.	(\$19,558.00)
	A 100% performance bond will be provided at no additional charge.	
	Factory Concession and Customer Loyalty Discount	(\$15,000.00)
Purchase Price:		\$628,786.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 13-14 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Price quoted includes a preconstruction and a final inspection trip to the factory for City of Clermont Fire Department personnel.

Unless accepted within 90 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Clermont Fire Department

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Robert F. Boggus**

Date: _____

Date: **October 8, 2021**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company’s Equipment Proposal (“Purchase Price”). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Option List

Customer: Clermont Fire Department
Representative: Boggus, Robert
Organization: Ten-8 Fire & Safety, LLC
Requirements Manager:
Description: Clermont Enforcer PUC 2022
Body: Pumper, PUC, Aluminum
Chassis: Enforcer Chassis, PUC

Bid Number: 654
Job Number:
Number of Units: 1
Bid Date: 10/01/2018
Stock Number:
Price Level: 40 (Current: 40)
Lane:

Line	Option	Type	Option Description	Qty
1	0766589		Boiler Plates, PUC Pumper Fire Department/Customer - CLERMONT FIRE DEPARTMENT Operating/In conjunction W-Service Center - Operating Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - TEN-8 FIRE EQUIPMENT, INC. Delivery - Delivery representative Dealership/Sales Organization, Service - TEN-8 FIRE EQUIPMENT, INC.	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option Will be Required at Booking	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0537375		Unit of Measure, US Gallons	1
12	0030006		Bid Bond Not Requested	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0625939		Enforcer Chassis, PUC	1
17	0000110		Wheelbase Wheelbase - 189 inches	1
18	0000070		GVW Rating GVW rating - 46,500	1
19	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
20	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
21	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
22	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
26	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
27	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
30	0000485		Oil Seals, Rear Axle	1
31	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
32	0654792		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
35	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
36	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1

37 0057936	Covers, Lug Nut, Chrome	1
38 0002045	Mud Flap, Front and Rear, Pierce Logo	1
39 0544802	Chocks, Wheel, SAC-44-E, Folding	1
	Qty, Pair - 01	
40 0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
	Qty, Pair - 01	
	Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
41 0010670	ABS Wabco Brake System, Single rear axle	1
42 0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43 0627930	Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
44 0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
45 0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
46 0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
47 0000790	Brake Lines, Nylon	1
48 0000854	Air Inlet, w/Disconnect Coupling	1
	Location, Air Coupling(s) - a) DS Step Well, Forward	
	Qty, Air Coupling (s) - 1	
49 0615609	Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
50 0736438	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, REPTO, Saber FR/Enf	1
51 0001244	High Idle w/Electronic Engine, Custom	1
52 0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	1
	Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53 0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
54 0640477	Air Intake, Metal Screen, Saber FR/Enforcer	1
55 0794407	Exhaust System, 4", 2017 L9 Engine, Vertical, PUC, CARE	1
56 0788765	Radiator, Saber FR/Enforcer	1
57 0001090	Cooling Hoses, Rubber	1
58 0001125	Fuel Tank, 65 Gallon, Left Side Fill	1
59 0001129	Lines, Fuel	1
60 0595087	DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
	Door, Material & Finish, DEF Tank - Painted	
61 0723716	Fuel Priming Pump, Electronic, Automatic, Cummins	1
62 0552712	Not Required, Shutoff Valve, Fuel Line	1
63 0699437	Cooler, Chassis Fuel, Not Req'd.	1
64 0011125	Door, Fuel Fill Painted Job Color	1
	Qty, - 01	
65 0690880	No Selection Required From This Category	1
66 0642572	Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
67 0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
68 0517604	Transmission Programming, Park to Neutral, PUC	1
69 0684459	Transmission Oil Cooler, Modine, External	1
70 0024895	Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
71 0027843	Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
72 0001370	Driveline, Spicer 1710	1
73 0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
74 0509229	Steering Wheel, 2 Spoke	1
75 0550144	Logo/Emblem, on Horn Button	1
	Text, Row (1) One - CLERMONT	
	Text, Row (2) Two - FIRE	
	Text, Row (3) Three - DEPARTMENT	
76 0037606	Bumper, 22" Extended, Steel, Painted, Saber FR/Enforcer	1
77 0626483	Tray, Hose, Center, 22" Bumper, Outside Air Horns, 13" Deep	1
	Grating, Bumper extension - Grating, Rubber	
	Capacity, Bumper Tray - 21) 150' of 1.75"	
78 0630809	Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
	Location - on the driver's side of the cover	
	Stay arm, Tray Cover - b) Pneumatic Stay Arm	
79 0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80 0002270	Tow Hooks, Chrome	1

81 0698960	Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
82 0625646	Cab, Enforcer, 7010, PUC	1
83 0647919	Engine Tunnel, ISL, Saber FR/Enforcer	1
84 0610508	Rear Wall, Interior, Adjustable Seating, Not Available	1
85 0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
	Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
86 0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
87 0695930	Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
88 0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
	Material Trim/Scuffplate - c) S/S, Polished	
89 0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
90 0015440	No Chrome Molding, On side of cab	1
91 0521669	Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
92 0648170	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
	Key Model, Cab Doors - 751	
	Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93 0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94 0528958	Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
95 0633615	Steps, 4-Door Cab, Reduced Bottom Step, Saber FR/Enforcer	1
	Step Well Material - Aluminum Treadplate	
96 0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
	Color, Handrail Light - Red	
	Control, Handrail Light - Headlight Switch & Parking Brake	
97 0634786	Lights, Cab & Crew Cab Acs Stps, P25, LED w/Bezel, 6lts	1
98 0583698	Fenders, S/S on cab, Extra Wide, Saber/Enf	1
99 0637984	Window, Side of C/C, Fixed, Saber FR/Enforcer	1
100 0012090	Not Required, Windows, Front/Side of raised roof	1
101 0779033	Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
102 0553057	Holder, Cup, Cab/Crewcab, Each	4
	Qty, - 04	
103 0722796	Dash, Poly, Saber FR/Enforcer	1
104 0634206	Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
	Mounting Provision Spacing - 1.00"	
	Material Finish, Cab Interior - Painted	
105 0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
	Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
	Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
	Cab Interior Rear Wall Material - Painted Aluminum	
106 0753903	Cab Interior, Paint Color, Saber FR/Enforcer	1
	Color, Cab Interior Paint - d) red	
107 0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
108 0722696	HVAC, Enforcer, CARE	1
	HVAC System, Filter Access - Removable Panel	
	Auxiliary Cab Heater - None	
	HVAC System, Control Loc. - Panel Position #12	
	Plenum Cover Material - Formed Plastic	
109 0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
	Sun Visor Retention - Thumb Latch	
110 0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
111 0583938	Lights, Engine Compartment, Custom, Auto Sw, W/In 3SC0CDCR, 3" LED, Trim	1
	Qty, - 01	
112 0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
113 0583039	Not Required, Side Roll and Frontal Impact Protection	1
114 0622617	Seating Capacity, 6 Seats	1
115 0636957	Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
116 0636946	Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
117 0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
118 0631752	Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, 17" Btm, Saber FR/Enf	1
119 0102783	Not Required, Seat, Rear Facing C/C, Center	1

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120 0631750	Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, 17" Bottom, Saber FR/Enf	1
121 0632949	Seat, Forward Facing C/C, DS Outboard, Pierce PSV, Hi-Back, Foldup, Saber FR/Enf	1
122 0783470	Cabinet, Forward Facing, Center, 42 W x 40 H x 24.75 D, Roll, SFR/Enf	1
	Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
	Material Finish, Shelf - Painted - Cab Interior	
	Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
	Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751	
	Louvers, Cabinet - 0-No Louvers	
123 0632875	Seat, Forward Facing C/C, PS Outboard, Pierce PSV, Hi-Back, Foldup, Saber FR/Enf	1
124 0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	6
	Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
	Qty, - 06	
125 0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	3
	Qty, - 03	
126 0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
	Seat Belt Color - Red	
127 0602464	Helmet Storage, Provided by Fire Department, NFPA 2016	1
128 0647647	Lights, Dome, FRP Dual LED 4 Lts	1
	Color, Dome Lt - Red & White	
	Color, Dome Lt Bzl - Black	
	Control, Dome Lt White - Door Switches and Lens Switch	
	Control, Dome Lt Color - Lens Switch	
129 0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
130 0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
	Emergency Switching - Individual Switches	
131 0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
132 0543751	Light, Do Not Move Apparatus	1
	Alarm, Do Not Move Truck - Steady Alarm	
133 0509042	Messages, Open Dr/DNMT, Color Dsply,	1
134 0622798	Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
135 0644179	Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
136 0548009	Wiring, Spare, 20 A 12V DC 1st	2
	Qty, - 02	
	12vdc power from - Battery direct	
	Wire termination - 10-Place Bus Bar w/Cover	
	Location, Spare Wiring - Behind Officer Seat and forward bulkhead of LS1 up	
137 0610968	Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	2
	Qty, - 02	
	12vdc power from - Battery direct	
	Location - on dash in front of the officer and on the rear of the engine tunnel	
138 0548004	Wiring, Spare, 15 A 12V DC 1st	2
	Qty, - 02	
	12vdc power from - Battery direct	
	Wire termination - 15 amp power point plug	
	Location, Spare Wiring - Officer Dash	
139 0615386	Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
	System Of Measurement - US Customary	
140 0734857	Collision Mitigation, HAAS Alert (R2V), HA5	1
	Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
141 0606249	Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
142 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
	Qty, - 01	
	Location, Antenna Mount - Right Side	
143 0755515	Camera, Pierce, Drivers Mux Display, R, RS Cameras	1
	Camera System Audio - Not Provided	
144 0615112	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
145 0624253	Electrical System, Enforcer MUX	1
146 0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
147 0008621	Battery System, Single Start, All Custom Chassis	1

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148 0002698	Battery Compartment, Saber/Enforcer	1
149 0531315	Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
150 0662220	Location, Charger, Cab Behind Driver Seat, Dash CF/Saber FR/Enf	1
151 0530949	Location, Bat Chrg Ind, Driver's Seat Riser	1
152 0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
153 0026800	Shoreline Location Location, Shoreline(s) - DS Cab Side	1
154 0647729	Alternator, 320 amp, Delco Remy 40SI	1
155 0092582	Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
156 0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
157 0648418	Light, Directional, WIn M6T LED, Common Bezel, Above Headlights, Sab/Enf	1
158 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
159 0615971	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer, Visor Brkt.	1
160 0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
161 0567677	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 3Lts & 26251R LED 4Lts	1
162 0551870	Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir w/Flange Color, Lens - Colored	1
163 0551758	Lights, Backup, WIn M6BUW, LED, Flange Feature Flange Kit - w)with flange	1
164 0664481	Bracket, License Plate & Light, P25 LED	1
165 0589905	Alarm, Back-up Warning, PRECO 1040	1
166 0686972	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir Location, Lights - on the bottom rear body corners each side Qty, Lights (pair) - 1	1
167 0687604	Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1
168 0617866	Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1
169 0683575	Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
170 0557322	Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
171 0776357	Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - Flood/Spot	1
172 0775524	Lights, WIn, P*H1* Pioneer, 12 VDC, 1st Location - above the side cab window, driver's side Qty, - 01 Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - combination Mount, WIn II - Semi-recessed 0 deg P**1	1
173 0774948	Lights, WIn, P*H1* Pioneer, 12 VDC, 2nd Location - above the side window on the cab, passenger's side Qty, - 01 Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - combination Mount, WIn II - Semi-recessed 0 deg P**1	1
174 0774336	Lights, WIn, P*H1* Pioneer, 12 VDC, 1st Location - front and rear of the upper body side sheet, driver's side Qty, - 02 Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS	2

	Scene Light Optics - Flood/Spot	
	Mount, Wln II - Semi-recessed 0 deg P**1	
175 0774017	Lights, Wln, P*H1* Pioneer, 12 VDC, 3rd	1
	Location - on the upper rear of the body, opposite the rear ladder access	
	Qty, - 01	
	Color, Wln Lt Housing - Black Paint	
	Control, Scene Lts - Cab Sw Panel DS	
	Scene Light Optics - Flood/Spot	
	Mount, Wln II - Semi-recessed 0 deg P**1	
176 0774334	Lights, Wln, P*H1* Pioneer, 12 VDC, 2nd	2
	Location - on the front and rear of the upper body side sheet, passenger's side	
	Qty, - 02	
	Color, Wln Lt Housing - Black Paint	
	Control, Scene Lts - Cab Sw Panel DS	
	Scene Light Optics - Flood/Spot	
	Mount, Wln II - Semi-recessed 0 deg P**1	
177 0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
178 0645877	Lights, Hose Bed, Sides, Dual LED Light Strips	1
	Control, Hose Bed Lts - Cup Switch At Rear	
179 0645639	Lights, Rear Scene, Wln, PELCC LED, 45 Deg Flange	1
	Location, Lights - as high as practical	
	Control, Rear Scene Lts - Body Switch, PS Rear Bulkhead	
180 0787447	Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
181 0518282	Pumper, PUC, Aluminum	1
182 0554271	Body Skirt Height, 20"	1
183 0501271	Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
184 0003405	Overflow, 4.00" Water Tank, Poly	1
185 0028107	Not Required, Foam Cell Modification	1
186 0553729	Not Required, Restraint, Water Tank, Heavy Duty	1
187 0003429	Not Required, Direct Tank Fill	1
188 0003424	Not Required, Dump Valve	1
189 0048710	Not Required, Jet Assist	1
190 0030007	Not Required, Dump Valve Chute	1
191 0514778	Not Required, Switch, Tank Dump Master	1
192 0597043	Body Height, PUC/HDRP	1
	Body Height - 92.00"	
193 0199241	Hose Bed, Aluminum, Pumper, PUC	1
194 0723340	Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
195 0003481	Hose Bed Capacity, Special	1
	Capacity, Hosebed - 200' of 3" DJ, 200' of 2.5" DJ, 800' of 5" LDH, and 400' of 3"	
196 0003488	Divider, Hose Bed, Unpainted	3
	Qty, Hosebed Dividers - 3	
197 0087562	Cover, Hose Bed, Roller Shutter, Pumper	1
	Color, Vinyl Cover - c) black	
198 0611509	Running Boards, Flip Out, PUC	1
199 0685333	Tailboard, 16" Deep, Full Width, PUC/HDRP	1
200 0690029	Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
201 0003531	Tow Bar, Under Tailboard	1
202 0656764	Construction, Compt, Alum, Pumper, PUC	1
203 0503804	LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
	Width, PUC Pump Operators Panel Partition - 2.5"	
204 0503803	RS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
205 0594005	Doors, Rollup, Amdor, Side Compartments	6
	Qty, Door Accessory - 06	
	Color, Roll-up Door - AMDOR Painted to Match Lower Body	
	Latch, Roll-up Door - Non-Locking Liftbar	
206 0557309	Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	1
207 0593958	Door, Amdor, Rollup, Rear Compartment, PUC	1
	Color, Roll-up Door - AMDOR painted to match upper	

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208 0636819	Latch, Roll-up Door - Non-Locking Liftbar Trim, Rollup Door, Painted Job Color, by Amdor Qty, - 07	7
209 0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07	7
210 0529059	Location, Compartment Lights - All Body Compts 189" Hatch, (2) Lift-up, 21" Wide, Left Side Only, PUC/HDRP Size, Hatch Compt, Height - 22.00" Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Two Tone Trim, Body/Hatch Compt Seam, Vertical, PUC - Painted Smooth Weld	1
211 0733406	Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
212 0687145	Shelf Tracks, Recessed, PUC/3rd Generation	1
213 0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 13 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - Location To Be Determined	13
214 0709692	Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 02 Location, Shelves/Trays, Predefined - LS2-Centered and LS1-Upper Third Material Finish, Tray - Painted - Spatter Gray	2
215 0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 02 Location, Tray Slide-Out, Floor Mounted - RS1, LS1 and B1 Material Finish, Tray - Painted - Spatter Gray	2
216 0726423	Partition, Trans Rear Compt, PUC/HDRP, Sealed Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - Painted - Spatter Gray	2
217 0726457	Partition, Vertical Compt, Predefined Locations Qty, Partition - 02 Location, Partition/Toolboard, Predefined - LS2- 40.00" From Forward Door Material Finish, Partition - Painted - Spatter Gray	2
218 0063064	Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
219 0515441	Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen Material Finish, Fender Liner - Painted Lower Body	1
220 0519849	Not Required, Hose, Hard Suction	1
221 0611527	Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit Switch, Handrail Light Control - Headlight Switch & Park Brake Color, Light, Hansen Handrail - Red	1
222 0625971	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, PUC/HDRP Switch, Handrail Light Control - Headlight Switch & Park Brake Color, Light, Hansen Handrail - Red	1
223 0000941	No Rear Hose Bed Handrail Required	1
224 0636301	Compt, Extinguisher (2) in Fender Panel, Triangular Door Location, Bracket/comp. - front and rear of rear wheel opening, passenger's side Qty, - 1 Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	1
225 0657651	Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Double - LS Fwd and Double - LS Rear Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - W-Shaped Insert	2
226 0004225	Ladder, 24' Duo-Safety 900A 2-Section	1
227 0004230	Ladder, 14' Duo-Safety 775A Roof	1
228 0638384	Rack, Ladders, RS Full Depth Body, PUC/HDRP Door, Material & Finish, Ladder Storage - smooth aluminum	1

	Latch, Door Ladder Storage - D-Handle latch	
229 0733387	Ladder, 10' Duo-Safety Folding 585A	1
230 0602877	Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
	Pike Pole Make/Model - Fire Hooks Unlimited 10' All Purpose Hook	
231 0602875	Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
	Pike Pole Make/Model - Fire Hooks Unlimited 6' All Purpose Hook	
32 0740068	Compt, Long Tool Storage Compt, In Upper Body (1) LS, PUC/HDRP	1
	Door, Material & Finish, Storage - Smooth Aluminum	
	Latch, Door, Storage - Lift and Turn Latch, Flush	
	Hinge Location - Inboard	
233 0769733	Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
	Door, Material & Finish, Storage - Smooth Aluminum	
	Latch, Door, Storage - Lift and Turn Latch	
	Hinge Location - Inboard	
234 0521734	No Steps Required, Front Of Body, PUC	1
235 0794171	Ladder, Top Access, Alum, Rear, PUC, Opposite Ladder Storage	1
	Do Not Move Truck Indicator - No DNMT indicator	
236 0515692	Pump Operators Panel, 31", Control Zone, PUC	1
237 0520016	Not Required, Pumphouse Structure, PUC	1
238 0515695	Pump, Pierce, 1500 GPM, Single Stage, PUC	1
239 0515822	Seal, Mechanical, Silicon Carbide, PUC Pump	1
240 0515705	Gear Case, Pierce Pump, REPTO-Clutch Drive	1
241 0721196	Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
242 0515829	Pump Shift, Sure-Shift	1
243 0515833	Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
244 0515835	Auxiliary Cooling System, PUC	1
245 0014486	Not Required, Transfer Valve, Stage Pump	1
246 0746501	Valve, Relief Intake, Elkhart	1
	Qty - 1	
	Pressure Setting - 125 psig	
	Intake Relief Valve Control - Behind Right Side Pump Panel	
247 0724463	Controller, Pressure, Pierce LCD, PUC	1
	Pressure Governor Throttle Control - Clockwise	
	Pressure Governor Default Mode - No Mode/Default Press Setting	
248 0072153	Primer, Trident, Air Prime, Air Operated	1
249 0780359	Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
250 0602496	Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
251 0089437	Plumbing Without Foam System	1
252 0517852	Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
253 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1
254 0084610	Valves, Akron 8000 series- All	1
255 0520002	Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
	Qty, Inlets - 2	
256 0004700	Control, Inlet, at Valve	1
257 0004660	Inlet (1), Left Side, 2.50"	1
258 0004680	Inlet, Right Side, 2.50"	1
259 0521137	Anode, Zinc, Pair, Pump Inlets, PUC	1
260 0092569	No Rear Inlet (Large Dia) Requested	1
261 0064116	No Rear Inlet Actuation Required	1
262 0092696	Not Required, Cap, Rear Inlet	1
263 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1
264 0092568	No Rear Auxiliary Inlet Requested	1
265 0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
266 0520277	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
7 0595508	Outlet, Tank Fill, 1.50", PUC	1
68 0766941	Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
269 0516755	Outlet, Left Side, 2.50" (2), PUC	1
270 0055095	Not Required, Elbow, Left Side Outlets, 2.50"	1
271 0766761	Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1

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	Qty, Discharges - 01	
272 0021134	Not Required, Elbow, Right Side Outlets	1
273 0766992	Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
274 0586649	Adapter, 4.00" FNST x 4.00" Storz w/Cap and Cable	1
275 0648906	Outlet, Front, 2.50" w/2.50" Plumbing	1
	Fitting, Outlet - 2.50" NST with 90 degree swivel	
	Drain, Front Outlet - Automatic	
	Location, Front, Single - top of left bumper	
276 0092575	Not Required, Outlet, Rear	1
277 0045099	Not Required, Elbow, Rear Outlets	1
278 0537394	Not Required, Outlet, Rear, Additional, PUC	1
279 0537395	Not Required, Elbow, Rear Outlets, Additional	1
280 0516824	Outlet, Front of Hose Bed, 2.50", PUC	2
	Qty, Discharges - 02	
	location - driver's side	
281 0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
282 0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	1
283 0516860	Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
284 0029302	No Monitor Requested	1
285 0029304	No Nozzle Req'd	1
286 0005070	Deluge Mount, NPT	1
287 0750982	Crosslay Module, Full Width, Roll Up Doors, PUC	1
288 0750897	Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
	Color, Roll-up Door - AMDOR Painted to Match Lower Body	
	Latch, Roll-up Door - Non-Locking Liftbar	
	Door Guard - Drip Pan Required	
289 0747660	Lights, Crosslay Compt, Forward LED, 2Lts	1
290 0750916	Crosslays, (2) 1.50", W/Poly Trays, PUC	1
	Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2" DJ hose	
291 0747055	Not Required, 2.50" Crosslay	1
292 0746688	Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	2
	Size - TBD	
	Qty - 2	
	Location, Trough - TBD	
293 0749401	Mounting, Backboard, Upper Crosslay Module, Strap, PUC	2
	Size, Backboard - 72" long by 18" wide by 2" thick each	
	Qty - 2	
294 0749403	Mounting, Stokes, Upper Crosslay Module, Strap, PUC	1
	Size, Stokes Basket - TBD	
295 0015216	Reel, Booster, Aluminum - Over Pump, Right Side	1
296 0011060	Switch, Reel Rewind - One at Pump Panel	1
297 0562851	Hose, Booster - 200' of 1.00" Niedner ReelTex Hose	1
298 0005245	Capacity, Hose Reel, Special	1
	Capacity, Reel - 200' of 1" Neidner hose	
299 0007428	Nozzle for Booster Reel Not Req'd	1
300 0044333	Not Required, Foam System	1
301 0012126	Not Required, CAF Compressor	1
302 0552517	Not Required, Refill, Foam Tank	1
303 0042573	Not Required, Foam System Demonstration	1
304 0045465	Not Required, Foam Tanks	1
305 0091110	Not Required, Foam Tank Drain	1
306 0091079	Not Required, Foam Tank #2	1
307 0091112	Not Required, Foam Tank #2 Drain	1
308 0738072	Approval Dwg, Pump Panel(s), Not Required	1
309 0032479	Pump Panel Configuration, Control Zone	1
310 0516975	Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
311 0516978	Pump and Plumbing Access, Simple Tilt Service, PUC	1
312 0618458	Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
	Qty, - 01	

313 0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
314 0005601	Throttle, Engine, Incl'd w/Press Controller	1
315 0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
316 0549333	Indicators, Engine, Included with Pressure Controller	1
317 0069390	Control, Air Horn At Pmp Pnl, Red Button	1
318 0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
319 0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
320 0536428	Gauge, Water Level, Pierce, In pressure Controller	1
321 0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
	Location - one each side of the cab	
	Qty, - 02	
	Activation, Water Level G - pb) parking brake is applied	
322 0006774	Not Required, Foam Level Gauge	1
323 0653081	Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
324 0606695	Air Horns, (2) Grover, Stutter Tone, 24" Long, in Bumper	1
325 0606834	Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
326 0757092	Control, Air Horn, Multi Select	1
327 0757076	Control, Air Horn, Lanyard, RS	1
	Lanyard - Ball Chain, Black Plastic Tubing	
328 0757077	Control, Air Horn, Lanyard, LS	1
	Lanyard - Ball Chain, Black Plastic Tubing	
329 0525667	Siren, WIn 295SLSA1, 100 or 200 Watt	1
330 0510206	Location, Elect Siren, Recessed Overhead In Console	1
	Location, Elec Siren - Overhead, PS Inside Sw Pnl	
331 0076157	Control, Elec Siren, Horn Ring	1
332 0601306	Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
	Connection, Speaker - siren head	
333 0601551	Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Outbrd(Pos 1)	1
334 0895310	Siren, Federal Q2B	1
	Finish, Q2B Siren - Chrome	
335 0020914	Siren, Mechanical, Recessed In Bumper, Special Recessing Depth	1
	Location, Siren, Mech - a) Left	
336 0748305	Control, Mech Siren, Multi Select	1
337 0748282	Control Mech Siren, Ft Sw LS	1
338 0898294	Control Mech Siren, Ft Sw RS, Loc	1
	Location - on top of the engine tunnel	
339 0735899	Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
340 0734674	Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
341 0746353	Not Required, Warning Lights Intensity	1
342 0607632	Lightbar, WIn, Freedom IV-Q, 81", RRRRWRRROptRRRWRRRR	1
	Opticom Priority - b) High	
	Opticom Activation - Cab Switch & E-Master	
	Momentary Opticom Activation - No Activation	
	Filter, Whl Freedom Ltbrs - No Filters	
343 0610183	Lightbars, WIn, Freedom IV, 2-21.5", RWW RWW R	1
	Lightbar Location, Cab/Crew Cab - c) over the cab doors	
	Filter, Whl Freedom Ltbrs - No Filters	
344 0016380	No Additional Lights Req'd, Side Zone Upper	1
345 0540384	Lights, Front Zone, WIn M6*C LED, Clear Lens, in Common Bzl	1
	Color, Lt DS Front - Red	
	Color, Lt PS Front - Red	
346 0653937	Flasher, Headlight Alternating	1
	Headlt flash deactivation - a) w/high beam	
347 0540692	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	1
	Location, Lights Front Side - b) each side bumper	
	Color, Lt Side Front - Red	
	Color, Lt Side Middle - Red	
	Color, Lt Side Rear - Red	
	Location, Lights Mid Side - Rearward of Crew Cab Doors	

348 0745867	Location, Lights Rear Side - Over Rear Wheels Lights, Side, WIn M9** LED, Trm Fet 1st Location, Lights - on the forward ends of the upper body side sheets, each side Qty, - 02 Color, Lights, Warning - Red Control, Light - a) rear upper warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
349 0743910	Lights, Side, WIn M6** LED, Trm Fet 1st Location, Lights - one each side centered over the forward cab wheel openings Qty, - 02 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
350 0540783	Lights, Rear Zone Lower, WIn M6*C LED Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
351 0541155	Lights, Rear/Side Up Zone, WIn M9*C LED, Clear Lens 4lts Color, Lt, Side Rear Upper DS - Side Rear Upper Red Color, Lt, Side Rear Upper PS - Side Rear Upper Red Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - r) PS Upper Rear Red	1
352 0006551	Not Required, Lights, Rear Upper Zone Blocking	1
353 0590000	No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
354 0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
355 0551728	Location, Traf Dir Lt, Recessed with S/S Trim	1
356 0530281	Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1
357 0006646	Electrical System, 120/240VAC, General Design	1
358 0729601	Generator, Harrison 6kW, 120/240V, Hydraulic, Digital Volt, Hz, Hour, Meter Generator Interlocks - Parking Brake	1
359 0517171	Location, Hydraulic Generator, Cargo Area, Front of Body, PRM/PUC Location, Generator - passenger's side	1
360 0016752	Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
361 0016757	Not Required, Remote Start, Generator	1
362 0016740	Not Required, Fuel System	1
363 0016767	Not Required, Oil Drain Extension, Generator	1
364 0036738	Circuit Breaker Panel, Included With PTO Generator Location, Circuit Breaker Panel - LS3, Left Wall High	1
365 0016771	Not Required, Routing Exhaust, Generator	1
366 0066627	Reel, Elect Cable, Hannay, 1600, (4) Wire Qty, Cord Reels - 1 Reel Guide - b) Captive roller Finish, Reel - Painted Gray Location, Electric Cord Reel - B1, High & Right, 1 Reel	1
367 0086632	Cord, Electric, 10/4 Yellow, 4 Wire Lengths of Elect Cord - 1 Feet of Yellow Cord - e)200 Connection, Cord - Direct connection	1
368 0788176	Box, Junc, Akron, 4Wire, 2-15/20A 120V Dup SB, 2-20A 120V TL Qty, - 01 Connection, Electric Plug / Inlet (Male) - Direct Connection	1
369 0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 03 Location 1 - TBD AC Power Source - Shoreline Cover, Receptacle - Interior, Flip Up Duplex Cover(s)	3
370 0519934	Not Required, Brand, Hydraulic Tool System	1
371 0649753	Not Required, PTO Driven Hydraulic Tool System	1

Bid #: 654

372 0007150		Bag of Nuts and Bolts	1
		Qty, Bag Nuts and Bolts - 1	
373 0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
374 0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
375 0027023		No Strainer Required	1
376 0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
377 0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
378 0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
379 0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
380 0741569		Paint Process / Environmental Requirements, Appleton	1
381 0709566		Paint, Two-Tone Color, Enforcer	1
		Paint Color, Upper Area, Predefined - #101 Black	
		Shield, Cab - Standard Shield	
		Paint Color, Lower Area, Predefined - #268 RED	
		Paint Break, Cab - Standard Two-Tone Cab Break	
382 0709833		Paint, Two-Tone Color, Body	1
		Paint Break, Body - Body Seam/Catwalk	
		Paint, Lower Body - Match Cab Lower	
		Paint, Upper Body - Match Cab Upper	
383 0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
		Paint Color, Frame Assembly, Predefined - Standard Black	
384 0693797		No Paint Required, Aluminum Front Wheels	1
385 0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
		Paint, Wheels - Black #101	
386 0733739		Paint, Axle Hubs	1
		Paint, Axle Hub - Black #101	
387 0736507	SP	Coating, Line-X, Tailboard, Top Edge/Corner, Black, 2016 Non-NFPA	1
388 0007230		Compartment, Painted, Spatter Gray	1
389 0544099		Reflective Band, 8"	1
		Color, Reflect Band - A - e) black	
390 0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
		Size, Chevron Striping - 06	
		Color, Chevron DG - Yellow Green, Fluorescent	
391 0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
		Color, Rear Chevron DG - fluorescent yellow green	
392 0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
		Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
		Size, Chevron Striping - 06	
		Color, Reflect Chev - A - r) red diamond grade	
393 0679823		Stripe, Sign Gold, Side of Cab, Up	1
394 0679827		Stripe, Sign Gold, Side of Cab, Low	1
395 0594559		Lettering Specifications, (Sign Gold Process)	1
396 0679869		Stripe, Sign Gold, Side of Body, High	1
397 0679867		Stripe, Sign Gold, Side of Body, Low	1
398 0685891		Lettering, Sign Gold, 6.00", (21-40)	1
		Outline, Lettering - Outline	
399 0685735		Lettering, Sign Gold, 12.00", Each	6
		Qty, Lettering - 06	
		Outline, Lettering - Outline and Shade	
400 0685847		Lettering, Sign Gold, 3.00", (21-40)	1
		Outline, Lettering - Outline	
401 0685741		Lettering, Sign Gold, 11.00", Each	3
		Qty, Lettering - 03	
		Outline, Lettering - Outline	
402 0685754		Lettering, Sign Gold, 8.00", Each	4
		Qty, Lettering - 04	
		Outline, Lettering - Outline and Shade	
403 0515269		Lettering, Reflective 2" Script w/outline	1
		Color, Lettering - a) white	

404 0017280	Emblem, Corner Scroll, Reflective Gold, Each Qty, - 28 Location, Emblem - per previous unit	28
405 0755303	Artwork File, Provided on Custom USB Drive	1
406 0684199	Emblem, Maltese Cross, Sign Gold, 15"-17", Pair Qty, - 01 Location, Emblem - one each side on the forward cab doors, centered on the	1
407 0747749	Emblem, American Flag Muted, Ptd Cab Grille, Saber Chassis, PMFD	1
408 0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
409 0772037	Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
410 0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
411 0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1
412 0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1
413 0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
414 0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
415 0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	1
416 0610485	Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
417 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
418 0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1
419 0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
420 0524627	Warranty, Electronics, 5 Year, MUX, WA0014	1
421 0695416	Warranty, Pierce Camera System, WA0188	1
422 0647720	Warranty, Pierce LED Strip Lights, WA0203	1
423 0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
424 0685945	Warranty, Transmission Cooler, WA0216	1
425 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
426 0596025	Warranty, Structure, 10 Year, Body, WA0009	1
427 0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
428 0516693	Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
429 0648675	Warranty, 10 Year S/S Pumbing, WA0035	1
430 0641372	Warranty, Foam System, Not Available	1
431 0725636	Warranty, Harrison Generator, 2 Year	1
432 0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
433 0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
434 0683627	Certification, Vehicle Stability, CD0156	1
435 0736238	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
436 0686786	Certification, Power Steering, CD0098	1
437 0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
438 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
439 0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
440 0556828	Certification, Electric Window, Not Available	1
441 0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
442 0735949	Certification, Cab HVAC System Performance, SFR/Enf,	1
443 0545073	Amp Draw Report, NFPA Current Edition	1
444 0002758	Amp Draw, NFPA/ULC Radio Allowance	1
445 0799248	Appleton/Florida BTO	1
446 0000048	PUMPER/TANKER, 3rd Gen	1
447 0000012	PIERCE CHASSIS	1
448 0004713	ENGINE, OTHER	1
449 0046395	EVS 3000 Series TRANSMISSION	1
450 0520324	PIERCE PUMP, PUC	1
451 0020009	POLY TANK	1
452 0028047	NO FOAM SYSTEM	1
453 0020006	SIDE CONTROL	1
454 0020007	AKRON VALVES	1
455 0020015	ABS SYSTEM	1
456 0658751	PUMPER BASE	1

Summary

Net Due Pierce:	\$628,711.55
Services/Expenses:	\$0.00
STF Options:	\$0.00
Sales Supplied Total:	\$0.00
Total:	\$628,712.00
Base Model Pumper @ PL40	(\$439,048.00)
Cost of Options	\$189,664.00



REQUEST FOR INFORMATION

Intent to Utilize Lake County Contract to Purchase One Fire Apparatus

CONTACT INFORMATION:

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2210-002**

ISSUED DATE: October 8, 2021

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: October 15, 2021 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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

Responses may be submitted electronically to the 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 five (5) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Fire Department
- (b) Company Information: Ten-8 Fire & Safety, LLC
- (c) Contract Number and Title: 19-0707 / Fire Apparatus
- (d) Length of Contract: One (1) Year w/ Three (3) Annual Renewals
- (e) Product or Service Provided: Purchase of Fire Truck Apparatus (Custom Pumper)
- (f) Purchase Price: \$628,786

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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Building Inspection and Plans Review Services Contract Award		
Requested Action		
Recommend to approve term contract between the City of Clermont and nine (9) firms to provide commercial and residential building inspection and plans review services.		
Staff Report		
The Procurement Services Department and the Building Services Department recommend approval of the above action. It is recommended that the Council approve and execute a fixed unit price term contract with the following nine (9) firms: Absolute Civil Engineering Solutions, LLC.; Charles Abbot Associates, Inc.; ECS Florida, LLC.; Joe Payne, Inc.; M.T. Causley, LLC.; Nova Engineering & Environmental, LLC.; PDCS, LLC.; Universal Engineering Sciences, LLC.; Willdan Engineering, Inc.; to provide commercial and residential building inspection & plans review services. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City. The Procurement Services Department issued RFP number 21-014 on August 30, 2021 to establish an annual term contract to obtain commercial and residential building inspection and plans review services on an as-need basis. The various inspection disciplines include building, mechanical, electrical, plumbing, gas, structural inspection and plan review services. All residential and commercial inspections must be in compliance with the Florida Building Code, State Statutes, local codes and ordinances. The RFP was fully competed, advertised, and complied with the City of Clermont Procurement Services Policy. There were nine (9) responses to the solicitation. Due to the high demand for commercial and residential building inspections and plans review services, the evaluation committee chose to recommend award to all nine (9) firms in order to have availability and flexibility of services.		
Additional Analysis		
Fiscal Impact Summary		
It is estimated that the contract value may exceed \$50,000 within the initial three (3) year agreement. The funding for this contract is included in the current fiscal year budget. Department Account Code: 11524-53191.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 21-014 Response Tabulation	RFP 21-014 Response Tabulation.pdf	
2. RFP 21-014 Award Recommendation Letter	RFP 21-014 Award Recommendation Letter.pdf	
3. Statement of Work and Compensation Rates	Exhibit A.pdf	



RESPONSE TABULATION

RFP 21-014, COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS REVIEW SERVICES
DUE DATE/TIME: SEPTEMBER 30, 2021 AT 2:00 P.M. (EST)

COMPANY NAME	
Universal Engineering Sciences, LLC. – Orlando, FL	
Willdan Engineering, Inc. – Anaheim, CA	
ECS Florida, LLC. – Orlando, FL	
PDCS, LLC. – Orlando, FL	
Nova Engineering & Environmental, LLC. – Tampa, FL	
Joe Payne, Inc. d/b/a JPI – Melbourne, FL	
Absolute Civil Engineering Solutions, LLC. – Davie, FL	
Charles Abbott Associates, Inc. – Jacksonville, FL	
M.T. Causley, LLC. – Orlando, FL	



FREDDY L. SUAREZ
Procurement Services Director
352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
OCTOBER 8, 2021
RFP 21-014 – COMMERCIAL AND RESIDENTIAL BUILDING INSPECTION & PLANS
REVIEW SERVICES

Based on the evaluation of the Request for Proposals submittals, the Evaluation Committee is recommending award to all respondents.

Absolute Civil Engineering Solutions, LLC.
Charles Abbott Associates, Inc.
ECS Florida, LLC.
Joe Payne, Inc. d/b/a JPI
M.T. Causley, LLC.
Nova Engineering & Environmental, LLC.
PDCS, LLC.
Universal Engineering Sciences, LLC.
Willdan Engineering, Inc.

SECTION – B
STATEMENT OF WORK

This RFP seeks Consultants with strong professional qualifications in providing commercial and residential building inspection and plans review services on an as-needed basis and on an-ongoing basis. The various inspection disciplines include building, mechanical, electrical, plumbing, gas and structural inspection and plans review services as outlined in the Florida Building Code, and as referenced herein.

1 – SCOPE OF SERVICES

Successful respondent shall provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services shall include new and existing residential and commercial construction within the City limits.

The City shall assign all residential and commercial inspections under the conditions set forth herein to the successful respondent(s) and other work or inspections as determined by the Building Official or designee. All work shall be performed in accordance with generally accepted professional standards in the construction industry.

2 –TASKS

Conduct technical field inspection of buildings, equipment and installation during various phases of plumbing construction, installation & operation, and grant inspection approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Review plumbing, electrical or mechanical installation plans, specifications and materials listed for residential and commercial projects and grant approvals if found in compliance with applicable codes and regulations. Provide written comments if found not in compliance with applicable codes and regulations.

Evaluate alternate methods, procedures, materials and products for compliance with the Central Florida Building Code requirements, whichever is applicable, depending on the date of the application or construction.

Approve and disapprove proposed plans in accordance with the applicable Code and other regulatory requirements and discuss disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval.

Render information concerning the applicable Code and make interpretations of its contents. Make decisions as to the feasibility of deviations from the Codes under various conditions.

Perform related work as required by the Building Services Department.

SECTION – B
STATEMENT OF WORK

3 – COMPENSATION

The City agrees to pay the successful respondent(s) the following rates:

STANDARDIZED SERVICE RATES	
Services	Hourly Rate
Licensed Plans Examiner, Residential and/or Commercial	\$100.00
Inspection Services Residential and/or Commercial	\$90.00
Supplemental Inspection Services (at the request of the City)	\$90.00

The rates above are based on a forty (40) hour week. Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the listed rates. All overtime hours must be approved, in advanced, by the Building Services Director.

Supplemental Inspection and Plan Review Services are those based on specialized need, as determined and requested by the City's Building Official.

All travel expenses are included in the listed Standardized Service Rates. There shall be no additional charges for travel or expenses. The hourly rate shall not apply until the respondent staff arrives at the Building Services Department offices or first inspection. The hourly rate shall not be paid by the City after the consultant leaves the last inspection or the City's office.

END OF SECTION – B



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Pole Facility Use Agreement		
Requested Action		
Staff Report		
The Clermont Downtown Partnership is requesting approval for a three-year agreement to utilize City-owned street poles in the Downtown and Waterfront area to promote the organization's new "Banner Program". The Partnership will pay for all banners and supplies needed for the program at no cost to the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CDP Pole License Agreement	CDP Pole License Agreement.docx	

**POLE ATTACHMENT LICENSE AGREEMENT BETWEEN
CITY OF CLERMONT AND CLERMONT DOWNTOWN PARTNERSHIP, INC.**

This License Agreement (" Agreement ") is between the City of Clermont, a Florida Municipal Corporation, ("City") and the Clermont Downtown Partnership, Inc., a Florida Not-For-Profit Corporation, whose address is 692 W. Montrose Street, Clermont, FL 34711, (Licensee).

WHEREAS, Licensee is a not-for-profit entity whose main purpose is to support Clermont downtown business entities and promote the overall economic development of the downtown area; and

WHEREAS, City's owns and maintains several light poles located within the City and specifically the downtown area; and

WHEREAS, City is willing to grant Licensee a revocable, non-exclusive licenses to use certain light poles on the strict terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, City and Licensee do hereby mutually covenant and agree as follows:

Section 1. **Grant of License.** Subject to the provisions of this License Agreement, and as may be amended from time to time, City hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to have installed attachments to City's light poles as more particular described in Exhibit "A" attached hereto and incorporated herein. For purposes herein, the poles authorized for use by Licensee shall be referred to as "Authorized Poles". It is expressly understood by Licensee that the installation of any attachment to any pole that is not an Authorized Pole is specifically prohibited and shall be deemed a material breach of this License Agreement. Furthermore any and all banners or materials, including required brackets, that Licensee is authorized to have installed hereunder, shall be subject to City's prior approval, which shall not be unreasonably withheld, and at the sole expense of Licensee.

Section 2. **Term.** This Agreement commences on the Effective Date and continue in effect for an initial term of three (3) years unless terminated s provided herein. Following the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms until such time that this Agreement is terminated. Either Party may terminate this License Agreement immediately with cause or at any time without cause upon one hundred and eighty (180) days written notice of termination. Expiration or termination of Licensee's privileges under this Agreement shall not relieve Licensee of any obligation, whether indemnity or otherwise, which has accrued prior to such expiration or termination.

Section 3. **Existing Facilities Only.** City is under no obligation to add, build, keep, maintain, or replace Poles or any other facilities for the use or convenience of Licensee. All maintenance, replacement, removal, relocation, or addition of Poles and facilities shall remain within the sole province and discretion of City.

Section 4. **City Rights-of-Ways.** Nothing in this Agreement shall be construed to grant Licensee any right or authorization to use or occupy the public sidewalks, streets or rights-of-way of the City of Clermont.

Section 5. **No Property Rights in Poles.** All Authorized Poles shall remain the property of City and no payment made by Licensee shall create or vest in Licensee any ownership right, title, or interest in any Authorized Pole, but Licensee's interest shall remain a bare license. The existence of such a license shall not in any way alter or affect City's right to use, change, operate, maintain, or remove its Poles, subject to the terms and conditions hereof.

Section 6. **License not Exclusive.** Licensee acknowledges that City may enter into in the future, similar or other agreements concerning the use of Authorized Poles by third parties. Furthermore, that City shall have the property right to use the Authorized Poles at any time for City's approved seasonal activities. In such event, City shall provide Licensee such reasonable notice as may be applicable under the circumstances and shall thereafter remove any and all banners or other materials of Licensee attached or affixed to the Authorized Poles. Unless this agreement has been terminated as provided herein, City shall reinstall the Licensees' banners or other materials as soon as reasonably practical after the conclusion of City's seasonal activity. In further consideration of the rights granted therein, Licensee specifically agrees to hold City harmless from and waives any rights it may have, to recover damages from City related to the damage or loss of any of Licensee's banners or materials that may occur during the removal and, if applicable, reinstallation process.

Section 7. **Installation and Removal.** City shall install at its expense all banners and materials as requested by Licensee, subject to City's final approval. As partial compensation for the City's expense hereunder, License shall reimburse City the amount of ONE THOUSAND DOLLARS (\$1,000) which shall be paid annually in two equal installment payments the first being paid as of the date that the first banner is installed by City and then every six months thereafter for as long as this License Agreement is in effect.

Section 8. **Maintenance of Banners and Other Materials.** In no event shall City be responsible for maintenance of any kind with regard to the banners and other materials licensed hereunder. Furthermore, Licensee expressly agrees and acknowledges that the City shall have the right to remove at any time any banner or other material that is worn, weathered, torn, stained, damaged or in disrepair without prior notice to Licensee. In the event of such removal, City shall notify Licensee as soon as is reasonably practical and Licensee shall have the right to provide City with a replacement banner or other material at its expense for reinstallation by City. Provided, however, such reinstallation shall only occur as can be reasonably scheduled by City.

Section 9. **Assignment.** Licensee may not assign or otherwise transfer this Agreement or rights or obligations hereunder without City's prior written consent, which may be withheld for any reason.

Section 10. **Default.** The failure of either party to conform and comply with any term, or obligation imposed upon a party by this License Agreement, shall constitute a default of this Agreement. In the event of default, City or Licensee, without the necessity of providing the defaulting party with an opportunity to cure, may immediately terminate this Agreement and pursue any all legal remedies available to it at law or in equity.

Section 11. **Hold Harmless and Indemnification.** Licensee agrees to indemnify, defend and hold City harmless from any and all claims and liability for losses of or damage, whether actual or threatened and including attorney's fees, that may be suffered by City and related, directly or indirectly, this Agreement and the License granted herein, except and such claim or action or damages directly resulting from the negligence of City.

Section 12. **Notices.** All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

Licensee: 692 W. Montrose Street
Suite D
Clermont, FL 34711
Attn.: Keith Mullins, Registered Agent

City: City Manager
City of Clermont
685 West Montrose Street
Clermont, FL 34711

Section 13. **Force Majeure.** With regard to the performance hereunder, City and/or Licensee shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond City and/or Licensee's reasonable control (including, without limitation, weather, fire, natural disaster, labor unrest, war, declared or undeclared, Federal, State or Locally Declared State of Emergency, City and/or Licensee is not able to perform the services or obligations hereunder.

Section 14. **Amendment.** This Agreement shall not be amended unless in writing and signed by both parties.

Section 15. **Waiver.** No waiver of any breach, failure to enforce a terms or covenant, of this Agreement by CITY shall be considered a waiver of any other subsequent breach. The failure of City or Licensee to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent breach.

Section 16. **Effective Date.** This Agreement shall take effect as of the date that it is last signed by a party as set forth below.

{Remainder of Page Intentionally Left Blank}

Section 15. **Applicable Law and Venue.** The laws of the State of Florida will govern this Agreement and the duties and obligations stated within the Agreement. Any cause of action to enforce the terms hereof shall be exclusively maintained in Lake County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below for the purposes set forth herein.

Attest:

Clermont Downtown Partnership, Inc.

Angelini Affrunti, Secretary

Kimberly Grogan, President

Date: _____

Attest:

City of Clermont

BY: _____
Tracy Ackroyd Howe, City Clerk

BY: _____
Tim Murry, Mayor

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Solid Waste and Recycling Master Plan Study Task Order and Budget Amendment		
Requested Action		
Recommend approval of task order from Wright-Pierce, Inc. for a Solid Waste and Recycling plan in the amount of \$166,550 and a budget amendment for the same amount.		
Staff Report		
Master Planning for enterprise fund operations such as Water, Sewer and Reclaim Water is a standard expectation to maintain a vision into the future needs of each operation. This Solid Waste and Recycling Master Plan will be the first for the City of Clermont. This Master Plan will provide the Public Services Department with guidance for future needs such as Collection Rates, Waste Disposal options, Waste Diversion analysis, Downtown and Commercial options and Review of the City Solid Waste Code. This task order was not included in the Fiscal Year 2021 budget, therefore approval of a budget amendment in the amount of \$166,550 from reserves in the Sanitation Fund is needed. Wright-Pierce, Inc. is part of the On-Call Professional Civil Engineer Services contract, number 2020-104, awarded on December 8, 2020.		
Additional Analysis		
Fiscal Impact Summary		
The total fiscal impact of \$166,550 requires a budget amendment from reserves in the Sanitation Fund. Department Account Code: 49534-53100		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont - Solid Waste Master Plan - Scope of Services	Clermont - Solid Waste Master Plan - Scope of Services.pdf	

**CONTINUING PROFESSIONAL CONSULTING SERVICES AGREEMENT
TASK ORDER**

**CITY OF CLERMONT
SOLID WASTE MASTER PLAN**

SCOPE OF SERVICES

Wright-Pierce, Inc. (CONSULTANT) entered into a Professional Consulting Agreement (AGREEMENT) with the City of Clermont, Florida (CITY) on December 8, 2020. Pursuant to this AGREEMENT, the CITY has requested the CONSULTANT to provide certain professional services in support of a *Solid Waste Master Plan* (Project).

A. PROJECT BACKGROUND AND DESCRIPTION

The City of Clermont (City) administers a solid waste collection program (Program), which includes residential curbside MSW and recycling pick-up, as well as periodic collection of yard waste and bulk waste. Waste is hauled directly via collection vehicles to a private transfer station or direct-hauled to Heart of Florida Landfill when the transfer station is unavailable. The existing Program has a high degree of customer satisfaction and has been a revenue-positive enterprise fund. The Program has several potential opportunities for growth that can be explored through an assessment of a commercial collection, an analysis of alternative waste disposal options, a review of Program finances, and a review of the City's solid waste ordinances and codes.

The residential collection program includes several commercial customers, which may be more efficiently served by a dedicated commercial collection program. The City would potentially benefit by conducting a comparative analysis of cost-benefit analysis of a City-operated commercial collection program or a franchise commercial hauling system with opportunities for more cost-efficient services to the City's commercial customers. Some dense commercial areas of the City have posed specific commercial collection challenges, which may represent opportunities for innovative waste management solutions. The addition of community dumpsters or pursuing grants for organics collection in dense commercial areas may offer opportunities to improve the value offered to the community by these areas.

The City is currently served by a private transfer station, which is near its disposal capacity. Waste generation for the City and surrounding communities may exceed the facility's disposal capacity in the near future due to rapid growth in the area. It may be beneficial for the City to consider operating a transfer station to meet its own demand. This transfer station may also represent an opportunity to serve the greater community and provide additional revenue for the City by managing waste from the surrounding community.

The City has a recycling collection program with positive revenue generation for recyclables. However, the contract for these rates will expire in the next few years and may represent a significant shift in recycling economics. Changes to the recycling program, and additional diversion options, may be necessary to continue offering economical and practically useful recycling options. Additional diversion options may further reduce the cost of waste management for the community.

The collection program rates have been calculated based on inflation adjustments for several years. A detailed rate study has not been performed recently. A rate study represents opportunities to balance revenue

and expenditures for different aspects of the Program and improve the link between customer's rates and respective utilization of the Program's resources. The City will also need an analysis of the impact of other changes to the Program under consideration to the Program revenue and expenditures and the associated impact on the projected Program rates.

To continue providing excellent customer service and positive revenue for the City, Staff has expressed interest in pursuing a Solid Waste Master Plan (Master Plan) which can address the opportunities for growth discussed above. Wright-Pierce and its subconsultant, Innovative Technical Solutions (ITS) (the Project Team) propose the following Scope of Work to work with the City and produce this Master Plan.

B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT shall provide the following identified services.

TASK 100 – PROJECT MANAGEMENT

Task 101 – Project Management

The CONSULTANT will perform project management activities associated with the Project. These activities include planning and scheduling; managing staff, budgets and schedules; developing monthly status reports and invoices and communicating with the CITY. In addition, the CONSULTANT will set up a SharePoint FTP site for this Project to facilitate exchange of information.

Task 102 – Project Meetings

The CONSULTANT shall prepare for and attend the following meetings with the CITY:

- Kick-Off Meeting: The Project Team anticipates an initial meeting to discuss project objectives, planning requirements, criteria, schedule, project coordination, Project outline, and data needs.
- Data Review Meeting: The Project Team anticipates a follow-up meeting to review additional data-needs and finalize data-set used for waste generation and financial projections.
- Commercial Collection Site Visit: The Project Team anticipates one site-visit to the City to tour areas of opportunity to improve commercial collection.
- Draft Master Plan Review Meeting: The Project Team anticipates up to 3 meetings to discuss Master Plan chapter drafts and the final Master Plan draft.
- Council Presentation: The Project Team anticipates a presentation to the City Council which includes conclusions and recommendations based on the final Master Plan.

The CONSULTANT shall prepare an agenda and prepare a meeting summary for distribution to the attendees after each meeting.

Task 103 – Data Collection and Evaluation

The Project team will meet with City staff to review data needs and Master Plan objectives. The Project Team anticipates one to three meetings with City staff to discuss data use and necessary assumptions to ensure that analysis and projections included in the report are based on the most complete and accurate set of data available.

TASK 200 – Waste Collection Rates and Projections

The Project Team will review the past five years of waste generation and population data and future population projections and annexation data to create a projection of future waste generation for the next ten years. Low, middle, and high population projections developed by the Bureau of Economic and Business Research (BEBR), and the historical waste generation values will be used for estimating the future waste generation rates. These waste projections will provide the baseline that can be used to project future revenues and expenditures. These waste projections will be provided as a section of the proposed Master Plan.

TASK 300 – Financial Review and Projections

The Project Team will review the past five years of financial data for the Program, including budgets, expenditures, and revenues. The Project Team will summarize the current financial data, such as the net revenues of the Program. Using historical data and projected waste generation growth rates, future revenue and expenditures will be projected. The Project Team will review expected capital projects, including vehicle purchases and infrastructure investments, and incorporate these expenditures into the projections. The current data will be used as the baseline for identifying the cost-reduction and program improvement areas.

TASK 400 – Waste Disposal Options Review

The Project Team will review the existing waste disposal options, including all facilities, which accept MSW, within 50 miles of the City of Clermont. The Project Team will provide an estimate of disposal costs for these facilities, including tipping fees and impact on waste transportation costs. Transfer stations are often more economical than direct-haul beyond certain transportation distances. This task is expected to include a conceptual estimate of the cost of constructing and operating a transfer station as an option to assess whether it is more economical. The assessment of transfer station operations will also include a watershed analysis that would estimate the amount of waste within direct-haul distance to a proposed transfer station location identified by the City. Transportation cost estimates for communities within direct-haul distance would also be included if identified, and a break-even tipping fee for each community will be calculated as an estimate of maximum cost-competitive rates compared to current disposal options utilized by these communities.

TASK 500 – Review of Commercial Collection Program

The Project Team will review the current commercial collection scheme, including commercial entities using residential bins, as well as estimated numbers of dumpsters present in the City. The Project Team will estimate the cost and projected revenues from adding front-loader collection vehicles to the collection fleet to facilitate City-operated commercial collection. The Project Team will also visit areas of the City identified as posing commercial collection challenges and review options for improving collection, including alternatives employed by other communities. Commercial waste from restaurants often represents a particular set of challenges, and the US EPA is offering grants for innovative food-waste management options. The Project Team will provide a review of open grant opportunities for food waste collection or management, which may be compatible with the Program.

TASK 600 – Waste Diversion Analysis

The Project Team will review the City's waste generation, and any available waste composition data to identify opportunities to increase waste diversion. Increased waste diversion may represent an opportunity to reduce disposal costs and more appropriately distribute costs of solid waste management throughout the community. Options explored may include the implementation of a pay-as-you-throw program where residents and/or commercial entities pay a rate scaled to their overall waste generation. This has been shown in some communities to lower waste generation and increase material diversion. Conceptual cost estimates will also be included for other diversion concepts such as the operation of a materials recovery facility by the City. These may include yard waste processing, C&D recovery facilities, source separated organics processing, source separated recyclables recovery, and mixed waste processing. Other options may include increased community outreach to increase the diversion of specific materials or reduce contamination in the recycling stream. If grants are identified for targeted commercial organics diversion, the impact of that Program on the waste stream will also be projected.

TASK 700 – Solid Waste Program Rate Study

The Project Team will construct a financial model of the Program's revenue and expenditures. This model will then be used to project the Program rates over the next ten years for the Program's revenue to meet its expenditures and capital needs. This model will also be used to project the impact of changes to the Program proposed as part of Tasks 400-600 of this project. A spreadsheet model will be provided to the City with options that can be adjusted to show the impacts of the proposed Program changes on revenue and the residential and commercial rates which would be required as a result of these changes.

TASK 800 – Review of City Solid Waste Code and Ordinances

The Project Team will review the existing City Code identified by City Staff as relevant to the Program and attempt to identify areas that may benefit from updates or revisions to improve or better reflect Program operations. The Project Team may identify codes or ordinances which would require revision in order to implement changes identified as necessary elsewhere in the master planning process. The Project Team will provide general suggestions for changes to ordinances and codes. Ordinance language will not be provided.

TASK 900 – Master Plan Report

The Project Team will compile a Solid Waste Master Plan which suggests an approach to solid waste management that addresses the opportunities for growth discussed above and provides an outline for operational and financial changes which can help the Program continue to provide excellent customer service to the community while operating as a revenue generating enterprise fund. This Master Plan will identify a set of projected rates which would meet cover projected expenditures based on the proposed changes to the Program.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
101	Project Management	• Monthly invoices and status updates
102	Meetings	• Meeting agenda and summary
103	Data Collection and Evaluation	• Data request list
200	Waste Collection Rates and Projections	• Draft solid waste projections section (PDF)
300	Financial Review and Projections	• Draft financial projections section (PDF)
400	Waste Disposal Options Review	• Draft waste disposal options section (PDF)
500	Review of Commercial Collection Program	• Draft commercial collection program review section (PDF)
600	Waste Diversion Analysis	• Draft waste diversion analysis section (PDF)
700	Solid Waste Program Rate Study	• Spreadsheet model • Draft solid waste program rate study section (PDF)
800	Review of Solid Waste Code and Ordinances	• Draft solids waste code and ordinances review section (PDF)
900	Master Plan Report	• Draft Master Plan Report (pdf) • Final Master Plan Report (pdf)

D. SCHEDULE

The Project will begin immediately after the CONSULTANT receives a written Notice-to-Proceed (NTP) and an executed copy of this AGREEMENT. The CONSULTANT will coordinate with the CITY on the overall schedule. It is anticipated that the CONSULTANT will complete the Project within **240** calendar days, subject to an Event of Force Majeure, allowance, or unless otherwise approved by the CITY, in writing, in its sole and absolute discretion.

E. COMPENSATION

This AGREEMENT establishes a not-to-exceed, lump sum cost of \$166,550 for the tasks to be completed under this AGREEMENT. Compensation for the services performed under this AGREEMENT shall be on percent complete basis as outlined in the table below.

TABLE - FEE ESTIMATE SUMMARY

Task Number	Task Description	Task Cost
100	Project Kick-Off and Data Collection	\$ 14,200
200	Waste Collection Rates and Projections	\$ 7,000
300	Financial Review and Projections	\$ 19,300
400	Waste Disposal Options Review	\$ 28,350
500	Review of Commercial Collection Program	\$ 9,800
600	Waste Diversion Analysis	\$ 23,100
700	Solid Waste Program Rate Study	\$ 24,350
800	Review of Solid Waste Code and Ordinances	\$ 6,300
900	Master Plan Report	\$ 34,150
	Total Fee Estimate	\$ 166,550

F. CITY'S RESPONSIBILITIES

The CITY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

- Provide requested data within 2 weeks of each request.
- Review and provide a consolidated list of review comments for each submittal (one review per submittal).
- Utilize a maximum review time of two weeks per submittal.
- Provide access to any facilities as needed for visits and evaluations.

G. SERVICES NOT INCLUDED

The following services are not included in the Scope of Services for the Project:

- No legal services are provided.

H. ASSUMPTIONS

The Scope of Services and Compensation arrangement outlined in this AGREEMENT are based on the following assumptions:

- The CITY will provide a single review of each submittal within two weeks and provide a consolidated matrix of comments.
- Due to COVID-19 all meetings, except for the Council Presentation are assumed to be some sort of virtual meeting (Zoom, Skype, Teams).
- The estimates above assume the City can provide the following historical data for FY 2021- FY 2017, and future data for FY 2022 through FY 2031.
 - All expenditures for the solid waste program, detailed by category including City-internal transfers.
 - A record of all revenue received by the solid waste program including solid waste collection fees.
 - Monthly waste tonnages for MSW, yard waste, bulk-waste C&D, and recyclables
 - Current number of residential customers
 - Solid waste fleet include vehicle type and age.
 - Total populations expected to be annexed each year over the next 10 years.
 - Current planned and anticipated Program capital expenditures over the next 10 years.

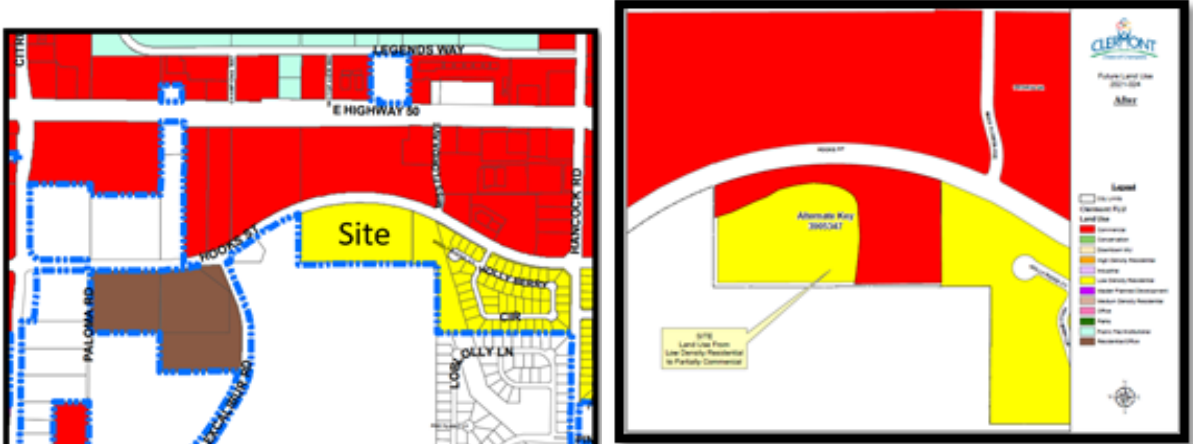
This Agreement to be effective as of the date a PURCHASE ORDER is issued for this TASK ORDER.

WRIGHT-PIERCE, INC.

Signature: 
Steven C. Hallowell, Vice President

Date: 8/31/2021

AGENDA ITEM

Meeting Date	
Tuesday, October 26, 2021	
Agenda Item Name	
Ordinance No. 2021-024 <i>Final</i> <i>The Vue</i>	
Requested Action	
Recommend denial of Ordinance 2021-024.	
Staff Report	
The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation on a portion of the property from Low Density Residential to Commercial. A companion second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.6 acres South of Hooks Street to the PUD to be utilized for workforce rental housing. The Small Scale Comprehensive Plan Amendment is for property located south of Hooks Street, between Miss Florida Avenue and Excalibur Road. The parcel is approximately 13.3 acres with a portion consisting of 6.63 acres for the requested change. The Applicant is not seeking a Future Land Use Amendment on the entire parcel.	
	
When reviewing requests for new Commercial Future Land Use designations, the Comprehensive Plan provides the following guidance: Objective 1.9: Commercial Land Use Category. <i>The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.</i> Policy 1.9.1: <i>The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent</i>	

residential, public facilities/institutional and recreation uses.

The adopted Objective and Policy from the Comprehensive Plan do not support the applicant's request to utilize approximately 50 % of the Commercial Future Land Use land area for residential use. Commercial FLU lands are designated for employment and non-residential support uses, and are not intended for predominantly residential use.

Staff has reviewed the Future Land Use amendment request and finds the application also does not meet the requirements of Section 86-226 (3), Review Criteria. The request appears to be singling out a small parcel of land for a Future Land Use classification very different from that of the adjoining area for the benefit of the owner of that property and to the detriment of other property owners. There has been no data presented by the applicant to justify the modification of the Single Family FLU category. A more complete analysis is contained in the Staff Analysis Report.

Staff recommends denial of the proposed amendment because it fails to comply with Policy 1.9.1 of the Future Land Use Element and Section 86-226(3) of the Land Development Code. Staff recommends denial of Ordinance No. 2021-024. The Planning and Zoning Commission recommended denial, 6-1.

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)	
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- | | | |
|----|--|--|
| 1. | TheVue | TheVue.pdf |
| 2. | Ord 2021-024 - The VUE CPA (09.27.2021 V1) - RF BL | Ord 2021-024 - The VUE CPA (09.27.2021 V1) - RF BL.pdf |
| 3. | Legal ad 2021-24 | Legal ad 2021-24.pdf |

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail



CITY OF CLERMONT
ORDINANCE NO. 2021-024

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 ORDAINED AND ADOPTED, 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

A PORTION OF TRACTS 29 AND 30, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01 07'06" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE NORTH 89 06'23" WEST, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50. (RIGHT-

OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070), SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 19; NORTH 89 29'29" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID. RIGHT-OF-WAY LINE ALSO BEING THE NORTH LINE OF AFORESAID TRACT 19, A DISTANCE OF 247.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE DEPARTING SAID NORTH LINE OF TRACT 19 AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, AS IT CURRENTLY EXISTS, RUN SOUTH 89 25'03" WEST, A DISTANCE OF 13.22 FEET TO A POINT, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 810.31 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, ACCORDING TO OFFICIAL RECORD BOOK 2010, PAGE 316 AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 488.84 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 30; THENCE ALONG SAID SOUTH LINE OF TRACT 30 RUN SOUTH 89 28'17" WEST, A DISTANCE OF 414.01 FEET TO A POINT ON THE LIMITS OF EXHIBIT "F", ACCORDING TO OFFICIAL RECORD BOOK 2011, PAGES 1374-1385, AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EXHIBIT "F" RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) NORTH 10 08' 26"E, A DISTANCE OF 44.71 FEET; (2) NORTH 06 25' 18" EAST, A DISTANCE OF 96.44 FEET; (3) NORTH 04 35' 47" EAST, A DISTANCE OF 73.34 FEET; (4) NORTH 01 13' 39" WEST, A DISTANCE OF 50.70 FEET; (5) NORTH 08 35' 38" WEST, A DISTANCE OF 18.39 FEET; (6) NORTH 00 49' 27" WEST, A DISTANCE OF 31.39 FEET; (7) NORTH 04 06' 29" WEST, A DISTANCE OF 67.50 FEET; (8) NORTH 24 32' 13" WEST, A DISTANCE OF 40.66 FEET; (9) NORTH 48 54' 30" WEST, A DISTANCE OF 20.21 FEET; (10) NORTH 56 25' 05" WEST, A DISTANCE OF 31.65 FEET; THENCE RUN (11) NORTH 64 21' 22" WEST, A DISTANCE OF 32.96 FEET; (12) NORTH 76 08' 43" WEST, A DISTANCE OF 49.91 FEET; THENCE RUN (14) NORTH 84 09' 50" WEST, A DISTANCE OF 73.93 FEET; (15) SOUTH 82 00' 50" WEST, A DISTANCE OF 88.19 FEET; THENCE RUN (16) SOUTH 74 59' 30" WEST, A DISTANCE OF 79.78 FEET; (17) SOUTH 59 52' 00" WEST, A DISTANCE OF 67.76 FEET; THENCE RUN (17) SOUTH 67 38' 10" WEST, A DISTANCE OF 55.50 FEET; (18) SOUTH 65 13' 47" WEST, A DISTANCE OF 125.15 FEET; THENCE RUN (19) SOUTH 72 17' 15" WEST, A DISTANCE OF 85.35 FEET TO A POINT SAID POINT BEING A POINT ON THE CENTERLINE OF A UNNAMED RIGHT-OF-WAY, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING VACATED PER CITY ORDINANCE NUMBER. 2016-21;

THENCE DEPARTING SAID LINE OF EXHIBIT "F", AND ALONG SAID CENTERLINE OF VACATED UNNAMED RIGHT-OF-WAY RUN NORTH 00 15'44" EAST, A DISTANCE OF 146.25 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, TOGETHER WITH A CHORD BEARING OF NORTH 88 38'03" EAST AND DISTANCE OF 1073.30, AND A CENTRAL ANGLE OF 37 57'48"; THENCE

DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN ALONG SAID CURVE A DISTANCE OF 1093.26 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

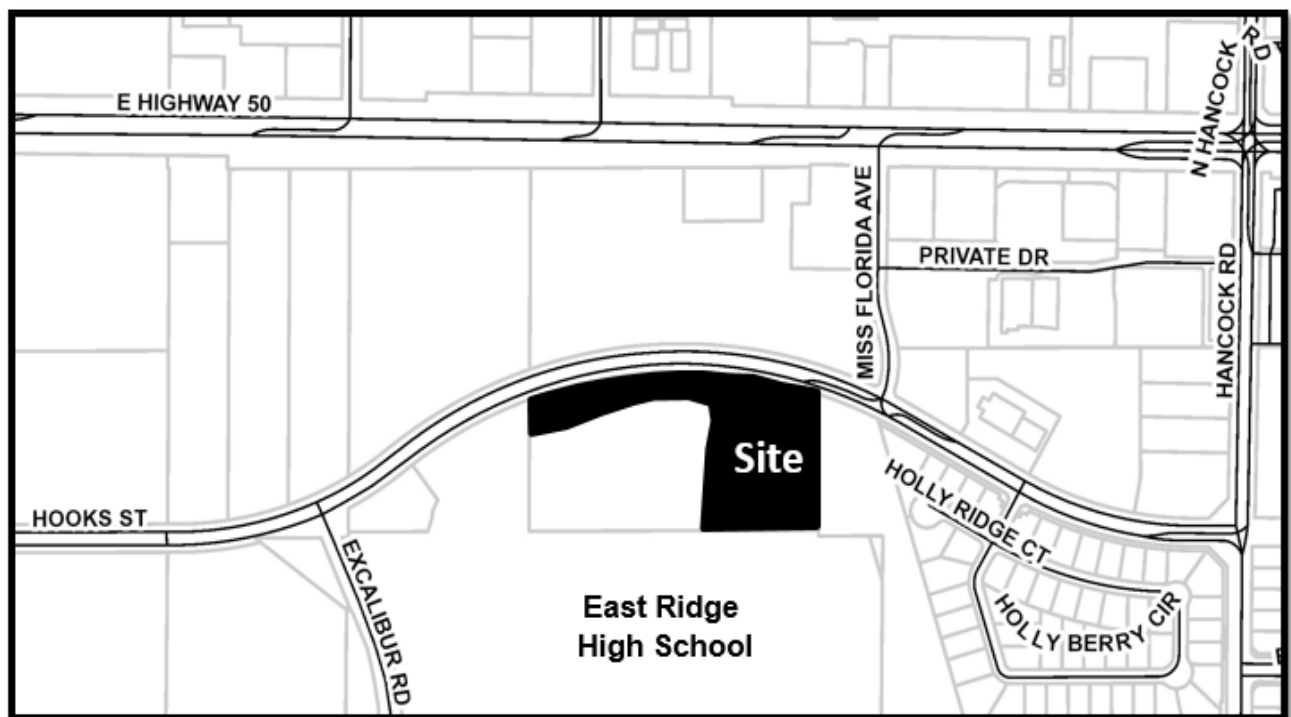
CONTAINING 288,770.80 SQ. FT. OR 6.63 ACRES

LOCATION

Site located southwest of the Miss Florida Avenue and Hooks Street intersection,
directly north of the East Ridge High School baseball field.

Portion of Alternate Key #3905347

6.63 +/- Acres



CHANGE IN FUTURE LAND USE DESIGNATION:

FROM: LOW DENSITY RESIDENTIAL

TO: COMMERCIAL

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2021-024

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.

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. 2021-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of October 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

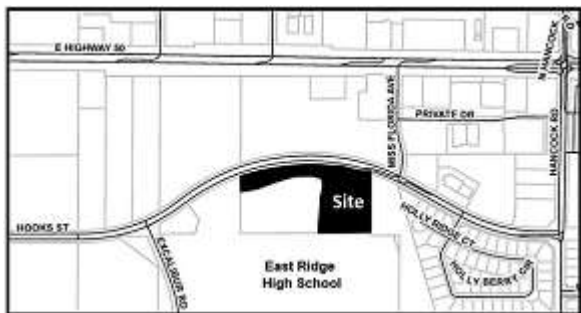
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE Small Scale Comprehensive Plan Amendment ORDINANCE NO. 2021-024

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, September 7, 2021 at 6:30 P. M., and a public meeting will be held before the Clermont City Council on Tuesday, September 28, 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 6.63 +/- acre parcel below from Clermont Low Density Residential to Clermont Commercial Land Use Designation. (Portion of Alternate Key #3905347).



Location:

Site located west of the Miss Florida Avenue and Hooks Street intersection, south of Hooks Street, directly north of the East Ridge High School baseball field.

Portion of Alternate Key #3905347

6.63 +/- Acres

Ordinance 2021-024

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 AN 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 through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

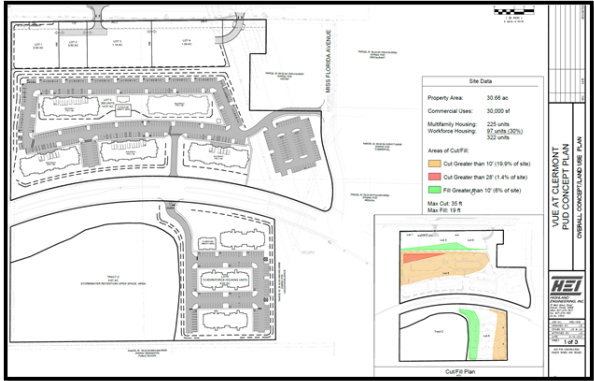
August 23, 2021 and September 13, 2021



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, October 26, 2021	
Agenda Item Name	
Ordinance No. 2021-025 <i>Final</i> <i>The Vue Rezoning</i>	
Requested Action	
Recommend denial of Ordinance 2021-025	
Staff Report	
The applicant has two applications under consideration. The first application is for a companion Small Scale Comprehensive Plan Amendment to change the Future Land Use designation on a portion of the property from Low Density Residential to Commercial. The second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.6 acres South of Hooks Street to the PUD to be utilized for workforce rental housing. The applicant is requesting a PUD amendment to add multi-family development within the project and to increase the multi-family acreage. The project, approximately 30 acres, is located west of the Miss Florida Avenue and Hooks Street intersection, north and south of Hooks Street, directly north of the East Ridge High School baseball field.  The multi-family addition is also seeking the density bonus provision under Section 122-358 of the Land Development Code. Several waivers that were previously approved under Ordinance 2017-24 are now being increased or extended on other portions of the property along with some additional waivers being requested. These include an increase in the depth of cut and fill and the increase in acreage where they will occur along with a waiver to the density bonus section to allow the concentration of workforce housing to occur in mainly one area of the development. The multi-family project to the north will consist of four story buildings. The project to the south will consist of three story buildings. The multi-family project to the north will be a separate project from the south project and developed by two different developers. The south project is seeking funding from the Florida Housing Authority Loan Program for the workforce housing project. The multi-family proposal will consist of 322 units with 97 units designated as workforce housing units. The applicant is requesting a waiver to allow the segregation and staff is unable to support this request. While the applicant's proposal to provide workforce housing within the City is commendable, the proposed design of the development does not comply with the bonus density requirements contained in Section 122-358, primary the inclusion of floating units throughout the project. Section 122-358 requires the housing units to be of the same quality and should not appear different and the residents must have access to the same amenities as all other residents of the project. A more complete analysis is contained in the Staff Analysis Report.	

The changes in the development plan include an increase in the depth of cut on the project. Previously, the project was allowed a 28 foot cut provision as a waiver. The applicant is seeking a 35 foot cut in limited areas on the site (1.4% of the site), along with keeping the original 28 foot depth. This appears to be necessary since the multi-family portion is moving more into the commercial portion of the site. The previous commercial lots (1-6) had a minimum depth from SR 50 of 250 feet. The proposed commercial lots now have 190 feet, thus this 60-foot reduction has increased the percentage of the overall parcel for the multi-family use, which in turn, is increasing the cut/fill request. In addition, the applicant is requesting the cut/fill waiver on the portion of the property south of Hooks Street. This was never presented to council for consideration in the past since this parcel was always designated as stormwater/open space. The cut/fill plan indicates that a majority of the area for the south development plan will exceed the City's 10-foot limitation. Staff is not supportive of the cut/fill increase, both in depth and in area, as well as the overall percentage use of the Commercial FLU designation for residential use.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed project does not comply with the Land Development Regulations, specifically Section 122-358 Workforce Housing Density Bonus and general requirements for granting an amendment to a Planned Unit Development (PUD). The segregation of housing type goes against the very principle of providing inclusive housing for all. The density and intensity of the project with the multi-family units has created the 35 foot cut request and 49 foot high staggered retaining walls in the project that does not preserve the natural topography. A traffic study was submitted on October 6th. The City's reviewing traffic consultant provided a memo on October 14 indicating many outstanding comments that needed to be addressed to adequately insure the project impacts are being mitigated. Therefore, staff recommends denial of Ordinance No. 2021-025. The Planning and Zoning Commission recommended denial, 6-1.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | TheVue | TheVue.pdf |
| 2. | Ord 2021-025 - The VUE Rezoning (09.30.2021 V1) | Ord 2021-025 - The VUE Rezoning (09.30.2021 V1).pdf |
| 3. | Legal ad 2021-25 | Legal ad 2021-25.pdf |

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail



CITY OF CLERMONT
ORDINANCE NO. 2021-025

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 SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

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

SECTION 1:

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

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East,



CITY OF CLERMONT
ORDINANCE NO. 2021-025

Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning. Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning: thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south

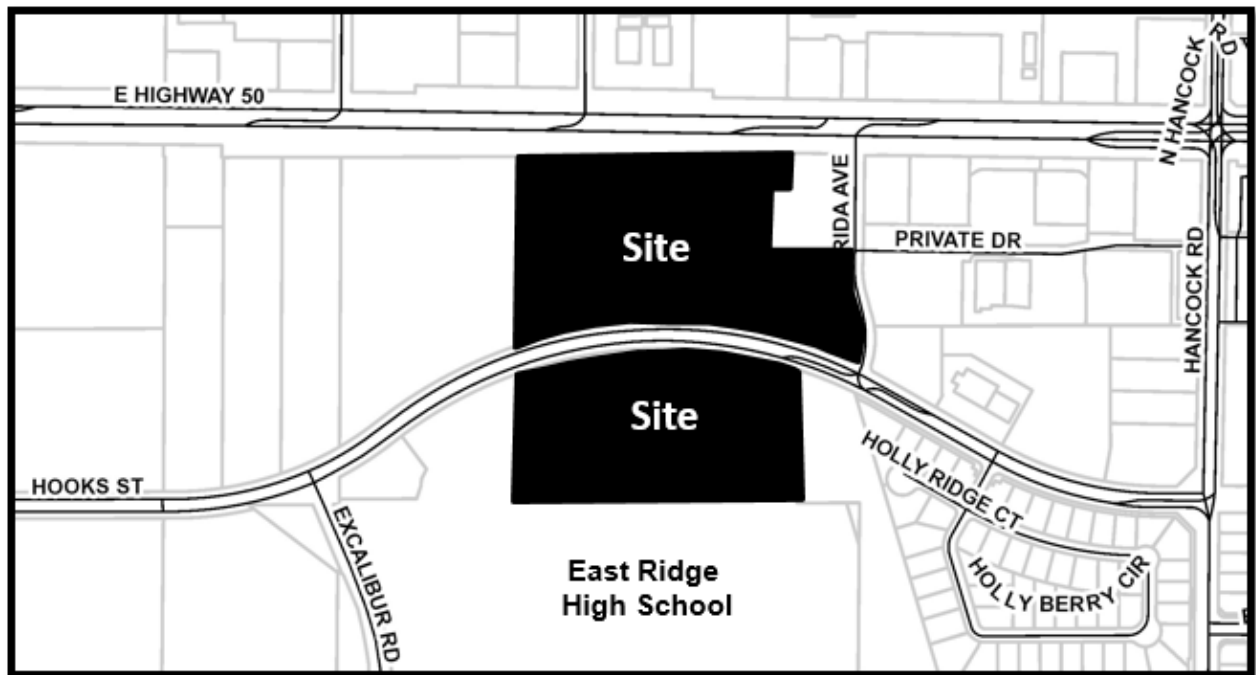
right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet. Containing 0.32 acres, more or less.

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346). CONTAINING 30.66 Acres +/-

LOCATION

Site located west of the Miss Florida Avenue and Hooks Street intersection,
North and south of Hooks Street, directly north of the
East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2021-025

REQUESTED ACTION:

**To amend Ordinance No. 2017-24 to add multifamily projects to the
Planned Unit Development consisting of up to 320 units**

SECTION 2. GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development along with C-2 General Commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest and this Ordinance shall repeal and replace Ordinance 2017-14.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Highland Engineering, Inc., dated 9-16-2021, PUD Concept Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.

SECTION 3. LAND USES AND SPECIFIC CONDITIONS

1. The PUD Concept Plan, lots 1, 2, 3, and 4 fronting on Highway 50 will be permitted for C-2 General Commercial Use. Lots 5 and 6 will be permitted for multi-family use, as indicated on the PUD Concept Plan. A total of up to 250 units on Lot 5 shall be permitted, with 10% as workforce housing. A total of up to 72 units on Lot 6 shall be permitted, with 100% of the units as workforce housing. A minimum of 30% of the cumulative total of units in lot 5 and 6 shall remain as workforce housing units for the life of the project. This shall be detailed in the management agreement, as required in Section 122-358, at the time of site plan approval. The project has received a waiver to allow the concentration of workforce housing on lot 6.

CITY OF CLERMONT
ORDINANCE NO. 2021-025

2. Setbacks for Multi-family and Commercial
 - From Highway 50 50 feet from the property line
 - From Hooks Street: 50 feet from the property line
 - Side: 12 feet from the property line
 - Rear: 25 feet from the property line
3. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.
4. The project may have elevation changes of up to 39 feet maximum cut and 19 feet maximum fill, as shown on the cut and fill plan on the PUD Concept Plan. These elevation changes will be submitted to the City Engineer at the time of final engineering.
5. Individual retaining wall height up to 13 feet in height are allowed to deal with the extreme grades on the site.
6. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements within Lots 5 and 6, Multi-family use
7. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm which shall be maintained and enhanced. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for C-2 General Commercial uses.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project, subject to City Manager approval, or designated staff.
9. The buildings shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards.
10. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided.
11. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.
12. Retaining wall terraces with a height of 40 feet or greater shall incorporate one 20 foot landscape terrace at the mid way point to allow for larger plantings to buffer the tall walls.
13. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T. berm. (the D.O.T. berm varies in height depending on location.)
14. Maximum building height shall be up to 55 feet, measured at the highest point.
15. If required by Lake County or Florida Department of Transportation, as a result of the traffic impact analysis, the developer shall be responsible for any proportionate fair share improvements. The traffic impact analysis shall be completed prior to any site plan



CITY OF CLERMONT
ORDINANCE NO. 2021-025

submittal.

16. The development shall comply with all applicable County and Florida Department of Transportation access management requirements. The final access points shall be determined during the final site plan and final engineering review and may change from the conceptual plan.
17. As required in Section 122-358, a management agreement is required between the applicant and the City, a community land trust or mutually agreeable instrument to the applicant and City. This agreement must address marketing, applicant screening, the process for establishing rental rates, monitoring, Fair Housing compliance, determination of income qualifications, and other elements as determined by the City Manager or his/her designee. This agreement must be recorded and obligate all successors and assigns. This agreement shall be provided at the time of site plan approval and recorded prior to plat approval.
18. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation.
20. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
21. The property management office shall prominently display a notification sign informing potential tenants of the sounds resulting from activities by the adjacent schools, such as but not limited to; daytime PE classes, night games, bands playing, bus noise, etc. The sign shall be a minimum of 11 inches x 17 inches. In addition, as part of the rental contract, similar language shall also be included that the tenant acknowledges.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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 7.



CITY OF CLERMONT
ORDINANCE NO. 2021-025

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. 2021-025

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of October, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

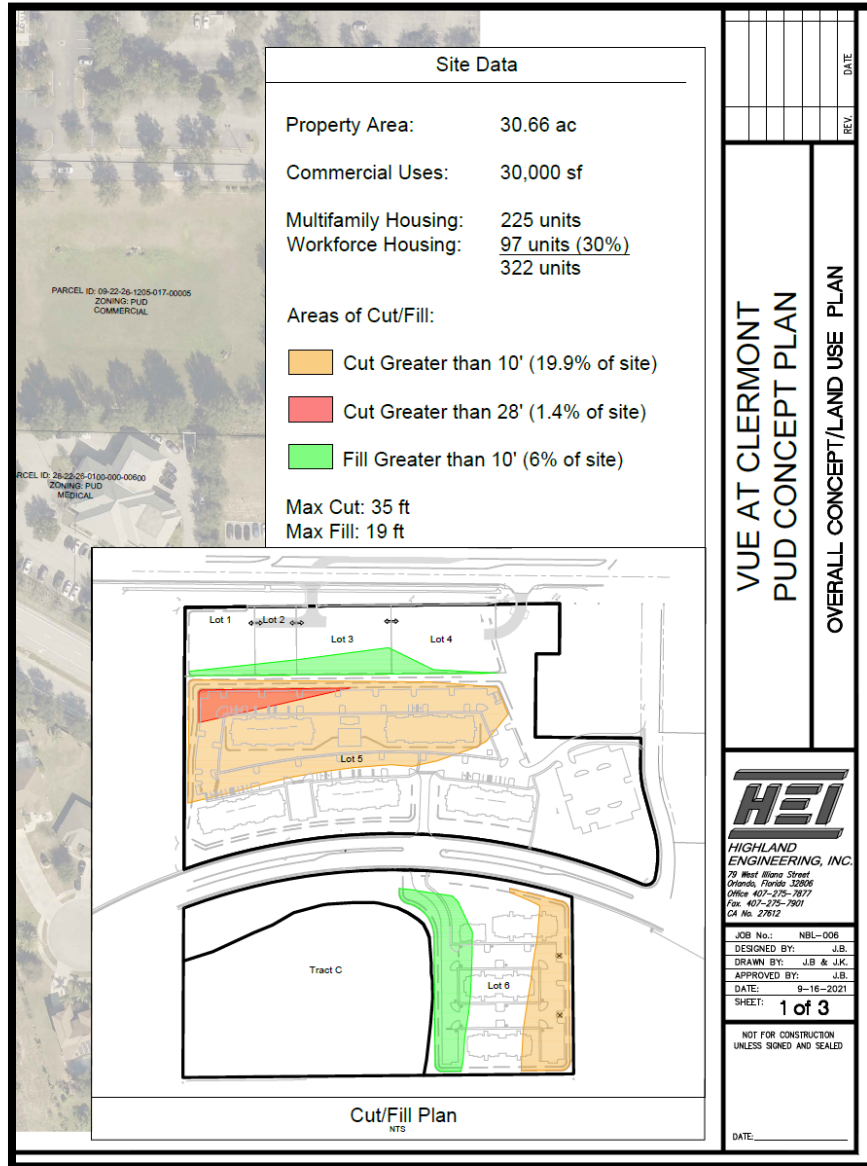
APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

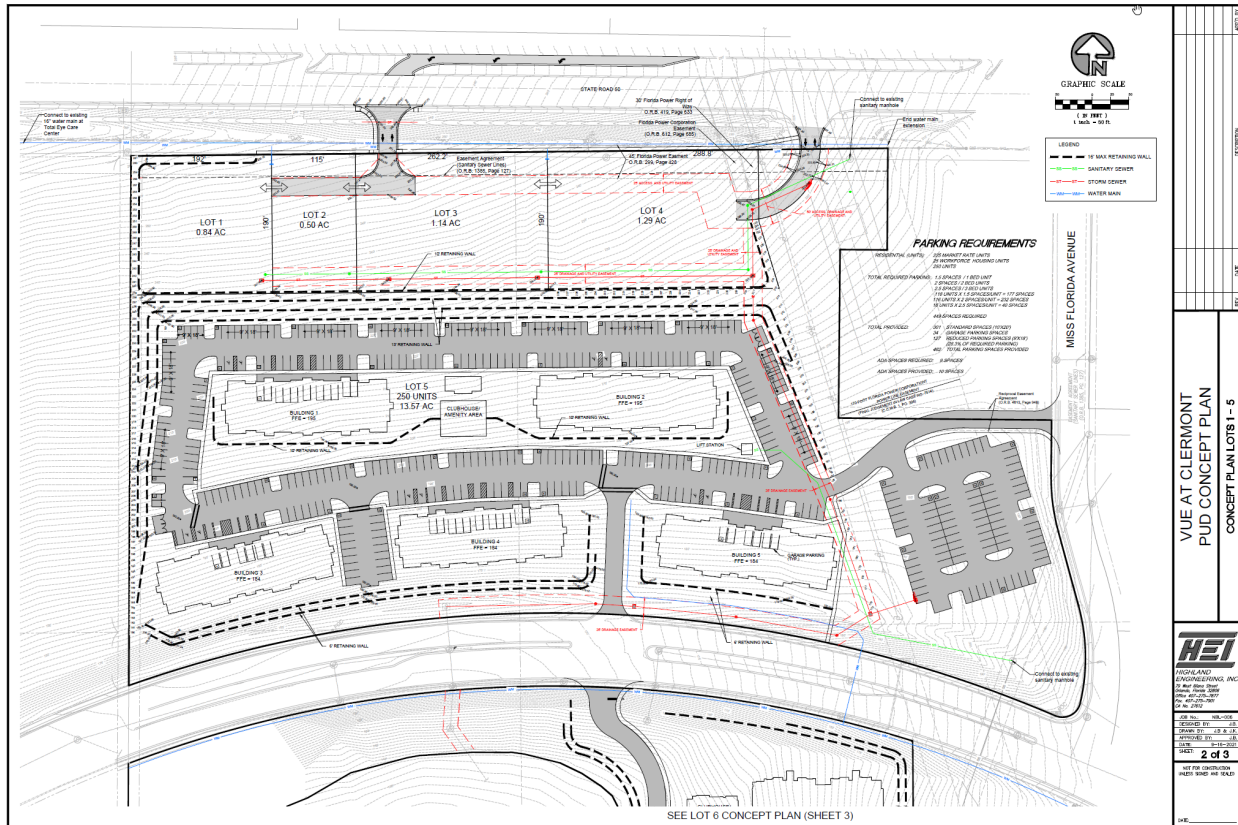
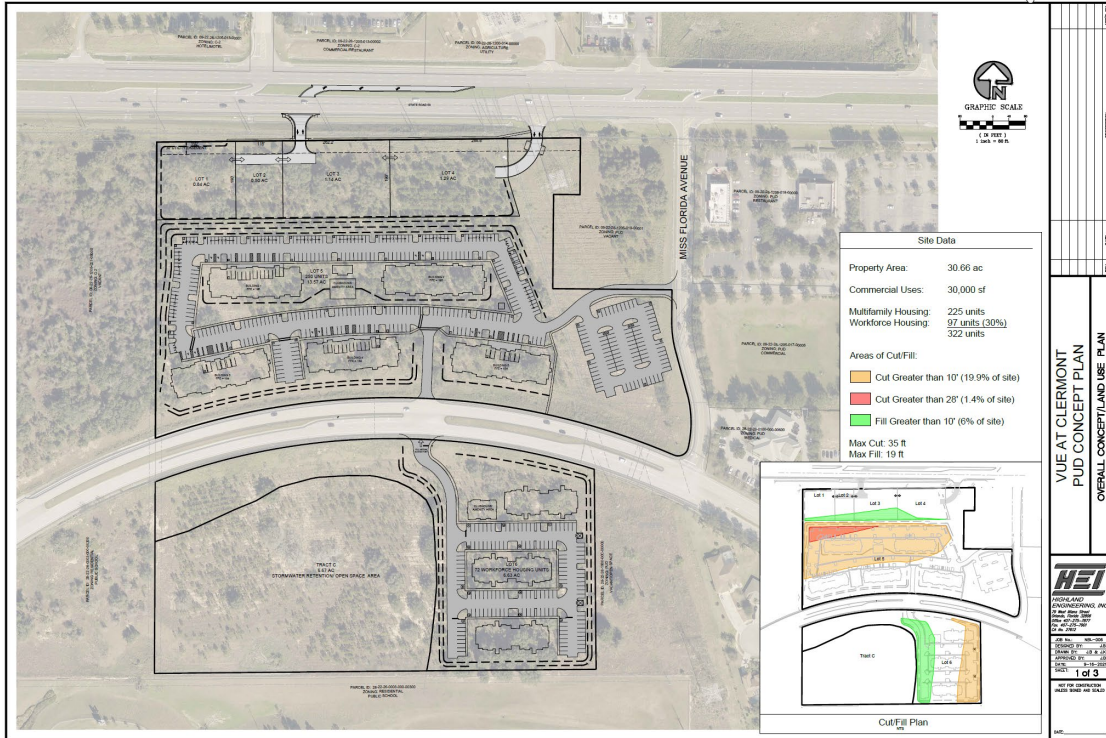
CITY OF CLERMONT
ORDINANCE NO. 2021-025

EXHIBIT A

Cut/Fill Exhibit contained on the PUD Conceptual Plan:



CITY OF CLERMONT
ORDINANCE NO. 2021-025



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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-025

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 SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION

Site located west of the Miss Florida Avenue and Hooks Street intersection, North and south of Hooks Street, directly north of the East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN NORTH 00°42'51" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 664.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89°24'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 1335.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 01°23'58" WEST AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°36'59" FOR A DISTANCE OF 111.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 63°07'26" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°49'56" FOR A DISTANCE OF 43.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1750.00 FEET AND A CHORD BEARING OF NORTH 87°56'35" WEST AND THE NORTH RIGHT OF WAY LINE OF HOOK STREET, AS DESCRIBED IN ORB 2010, PAGE 316, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'58" FOR A DISTANCE OF 1281.78 FEET TO A NON-RADIAL LINE AND THE EAST RIGHT OF WAY LINE OF AN UNNAMED RIGHT OF WAY, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PB 2, PAGE 28, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°10'52" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 718.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50; THENCE RUN NORTH 89°24'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1127.57 FEET; THENCE RUN SOUTH 89°29'29" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 150.11 (120.11) FEET TO THE WEST LINE OF THE EAST 60 FEET OF TRACT 19, OF SAID LAKE HIGHLANDS COMPANY; THENCE RUN SOUTH 00°26'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 445.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'47" FOR A DISTANCE OF 77.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 15°18'56" EAST FOR A DISTANCE OF 105.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 12°51'43" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'24" FOR A DISTANCE OF 23.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PARCEL CONVEYED BY MAYNARD K. KNAPP, INDIVIDUALLY AND AS TRUSTEE TO AKRAM ISMAIL, M.D., BY SPECIAL WARRANTY DEED RECORDED APRIL 17, 2015, IN ORB 4613, PAGE 945, DESCRIBED AS FOLLOWS: A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°07'06"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE N89°06'23"W, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50. (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070); THENCE CONTINUE N89°06'23"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S00°51'39"W, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (ORB 2345, PAGE 748), ALSO BEING PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 AND THE EAST LINE OF TRACT 19 OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 369.94 FEET TO A POINT; THENCE N89°08'21"W, A DISTANCE OF 291.58 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 230.29 FEET TO A POINT; THENCE S89°08'21"E, A DISTANCE OF 64.35 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 139.00 FEET TO A POINT ON THE SOUTH LINE OF AN UNNAMED UNIMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 19; THENCE N89°50'25"E, ALONG THE NORTH LINE OF SAID TRACT 19, A DISTANCE OF 42.23 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 744,665 SQ. FT. OF 17.100 ACRES MORE OR LESS.

PARCEL 2 (EASEMENT ESTATE)

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE INGRESS-EGRESS EASEMENT GRANTED BY AKRAM ISMAIL TO MAYNARD K. KNAPP, TRUSTEE, TO RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 17, 2015, IN ORB 4613, PAGE 948, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3 (SOUTHERN PORTION)

TRACT 29 AND TRACT 30, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION LYING WITHIN AND NORTH OF THE RIGHT OF WAY FOR HOOK STREET.

SECOND SURVEY

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 20, 21, 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 718.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY) SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'34", A DISTANCE OF 31.85 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 70°37'05" W, 31.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 0°14'51" E, A DISTANCE OF 728.72 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE N 89°28'03" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRE, MORE OR LESS

THIRD SURVEY

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 824.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S 0°14'51" W, ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 473.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE S 89°28'17" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 28; THENCE N 0°14'51" E, ALONG THE EAST LINE OF SAID TRACT 28, A DISTANCE OF 462.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED HOOK STREET, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'54", A DISTANCE OF 32.11 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'29" E, 32.11 FEET.

CONTAINING 0.32 ACRES, MORE OR LESS

FOURTH SURVEY

TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION OF TRACT 28, LYING SOUTH OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

CONTAINING 30.66 ACRES +/-

To amend Ordinance No. 2017-24 to add multifamily projects to the Planned Unit Development consisting of up to 320 units



This request will be considered by the Planning & Zoning Commission on Tuesday, September 7, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, September 14, 2021 at 6:30 P.M. for (Introduction) and on Tuesday, September 28, 2021 for (Final Adoption).

The meetings will be held at 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.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Ordinance No. 2021-028 <i>Final</i> <i>International Property Maintenance Codes</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-028.		
Staff Report		
This is a staff initiated text amendment to the Clermont Codes, Chapter 14 - The International Property Maintenance Codes. The intent and purpose of the International Property Maintenance Code is to protect public health, safety, morals and welfare by establishing minimum requirements governing the maintenance, appearance and condition of residential, rental, housing, commercial, business and industrial premises to establish minimum requirements for governing utilities and other physical components and conditions essential to make the previously mentioned facilities fit for occupancy and use. The adoption of the code requires all buildings to provide structural strength, stability, sanitation, adequate light, ventilation, and life safety conditions from fire, nuisances, and other hazards to conserve and maintain the viable stock to basic standards essential for occupancy. General and technical amendments to the Florida Building Codes may require text updates and changes to the International Property Maintenance Codes. The City's last update to the code was adopted on May 26, 2009. The current amendment will provide compliance with the latest updates for the adoption of the 2021 International Property Maintenance Codes. Staff recommends <u>approval</u> of Ordinance No. 2021-028.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2021-028 - Building Code Text Update	Ord 2021-028 - Building Code Text Update.pdf	
2. Legal AD	Legal AD.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2021-028

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF**
3 **ORDINANCES CHAPTER 14, “BUILDINGS AND BUILDING**
4 **REGULATIONS”, ARTICLE I, “IN GENERAL” BY CREATING SECTION**
5 **14-9 “INTERNATIONAL PROPERTY MAINTENANCE CODE”;**
6 **PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE**
7 **ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR,**
8 **PUBLICATION AND AN EFFECTIVE DATE.**

9
10 **WHEREAS,** the Legislature of the State of Florida has, in Chapter 166, Florida Statutes,
11 conferred upon local governments the authority to adopt regulations designed to promote the
12 public health, safety, and general welfare of its citizens; and

13
14 **WHEREAS,** the City Council determined that it is in the public interest to amend the
15 building code regulations to bring the regulations into conformance with the most current
16 International Property Maintenance Code for Florida communities.

17
18 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**
19 **OF CLERMONT, FLORIDA,** as follows:

20
21 **SECTION 1:**

22 Chapter 14, “Buildings and Building Regulations” Article I, “In General” is hereby amended to read
23 as follows; (note strikethrough indicates removed words and underlined indicates added):

24 Sec. 14-9. International Property Maintenance Code.

25 The International Property Maintenance Code, 2021 edition, and any amendments or
26 successor code thereto, and the local option amendments set forth below, are hereby adopted by
27 reference as if set out in its entirety in this section and as stated and shall be controlling with regard
28 to all buildings and other structures in the city. The local option amendments adopted by the city
29 are as follows:

30 (1) Section 101.1. Title. The jurisdiction shall be the City of Clermont.

31 (2) Section 103.1. Name. The name of Department shall be Development
32 Services/Code Enforcement.

33 ~~—— (2) Section 103.5. Fees. The fee schedule shall be such fees as adopted by resolution~~
34 ~~of the City Council and on file in the office of the City Clerk.~~

35 (3) Section 302.4. Weeds. All premises and exterior property shall be maintained free
36 from weeds and plant growth in excess of 18 inches for an improved lot and 18 inches for a vacant
37 lot.



CITY OF CLERMONT
ORDINANCE NO. 2021-028

(4) Section 304.14. *Insert Screens.* ~~The applicable period shall be January 1 through and including December 31.~~ Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, and food services must be supplied with approved tightly fitting screens of a minimum 16 mesh per inch with self-closing device in good working conditions.

(5) Section 602.3. *Heat Supply.* ~~The applicable period shall be January 1 through and including December 31.~~ Every owner and operator of any building, who rents, leases or lets one or more dwelling units or sleeping units on terms needs to be furnished with heat to the occupants.

(6) Section 602.4. *Occupiable Work Spaces.* Work spaces shall be supplied with heat from a ~~The applicable period of January 1 though and including December 31.~~

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4: CODIFICATION

The text of Section 1 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 5: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, sections 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 6: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2021-028

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of October, 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



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Chris Dudeck
Contact Phone:	(352) 708-5997
Contact Email:	cdudeck@clermontfl.org
PO Number:	

Date:	09/24/2021
Order Number:	6338445
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	66.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	09/29/2021 - 10/12/2021	Govt Public Notices
LEE dailycommercial.com	2	09/29/2021 - 10/12/2021	Govt Public Notices

Total Order Confirmation

\$202.72

Ad Preview

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. 2021-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE I, "IN GENERAL" BY CREATING SECTION 14-9 "INTERNATIONAL PROPERTY MAINTENANCE CODE"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, October 12, 2021 (Introduction) at 6:30 P.M., and on Tuesday, October 26, 2021 at 6:30 P.M. for (final enactment).

All meetings will be held in Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

6338445
September 29, 2021 &
October 12, 2021



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 26, 2021		
Agenda Item Name		
Ordinance No. 2021-030 <i>Final</i> <i>Prince Edward Ave.</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-030.		
Staff Report		
The applicant is requesting a rezoning from "R-1" - Single Family Medium Density Residential District to "R-2"- Medium Density Residential for a vacant parcel located on the corner of Prince Edward Avenue and East Minneola Avenue. The parcel is approximately 0.42 +/- acres with a Future Land Use Designation of Medium Density Residential. The applicant has requested the rezoning to R-2 Medium Density Residential to allow for a lot split, creating two (2) 75-foot wide lots for construction of two new single-family homes. The current lot dimensions are 150-foot width x 122-foot depth. The minimum development standards requirements for a single-family lot in the R-2 zoning district, Section 122-145, requires a lot width of 75-feet and a minimum lot area of 7,500 square feet. The adjacent parcel that is located to the north of the property is zoned R-2 Medium Density Residential. Because the surrounding parcels of land have been developed, this vacant parcel is considered as infill development. The Clermont Comprehensive Plan encourages and promotes infill development to increase the quality of life and property values in existing residential neighborhoods. Any future development of the lots will require compliance with the Land Development Regulations and building and fire safety codes before the issuance of a building permit. The proposed R-2 Medium Density Residential zoning will be consistent and compatible with the existing residential neighborhoods. The rezoning request is not in conflict with the Comprehensive Plan goals, objectives and policies for residential land use. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and provisions of the land development codes to ensure compliance with the review criteria. Therefore, staff recommends approval of the rezoning request from "R-1" Single Family Medium Density Residential to "R-2" Medium Density Residential District. Staff recommends <u>approval</u> of Ordinance No. 2021-030.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1.	Ord 2021-030 - Prince Edward Rezoning (09.27.2021 V1) R&F BL
2.	LOCATION MAP-2
3.	Parcel survey
4.	CLERMONT ZONING MAP
5.	Rezoning application
6.	ORD-2021-030- Legal AD

Ord 2021-030 - Prince Edward Rezoning (09.27.2021 V1) R&F BL.pdf
LOCATION MAP-2.pdf
Parcel survey.pdf
CLERMONT ZONING MAP.pdf
Rezoning application.pdf
ORD-2021-030- Legal AD.pdf

CITY OF CLERMONT
ORDINANCE NO. 2021-030

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 SCRIVENERS ERROR, PUBLICATION AND 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

CLERMONT, HILLCREST LOTS 31, 32 & 33-LESS W 3 FT-
PB 8 PG 53 ORB 5749 PG 1089

LOCATION:

Vacant parcel located on the corner of Prince Edward Avenue
and East Minneola Avenue
Alternate Key# 3375301





CITY OF CLERMONT
ORDINANCE NO. 2021-030

REZONING SUBJECT PROPERTY:
FROM: R-1 Single Family Medium Density District
TO: R-2 Medium Density Residential District

SECTION 2: CONFLICT

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

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 shall take effect immediately upon its Second Reading and Final Passage



CITY OF CLERMONT
ORDINANCE NO. 2021-030

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26TH day of October 2021.

CITY OF CLERMONT

Tim Murry, Mayor

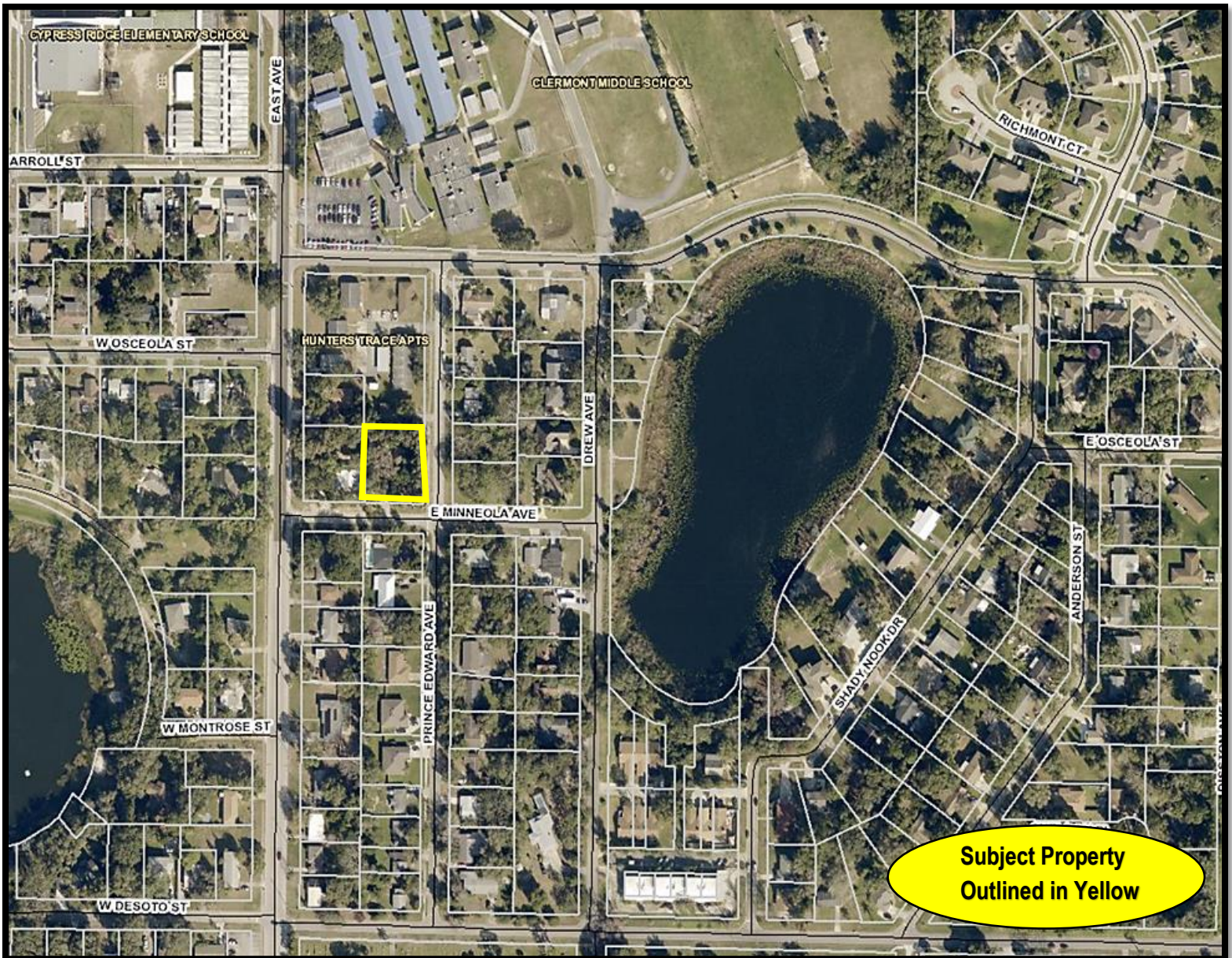
ATTEST:

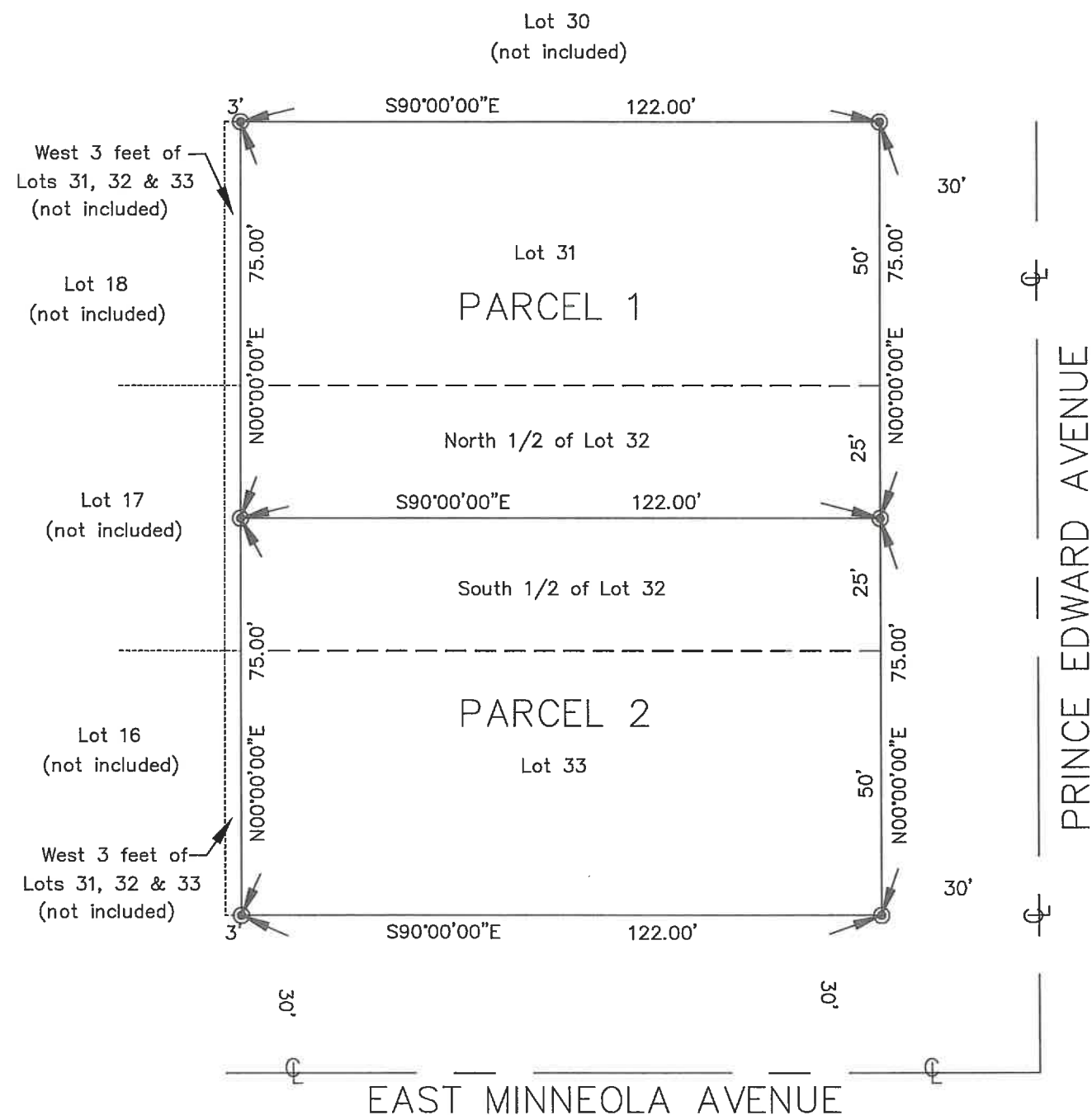
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





DESCRIPTIONS:

PARENT PARCEL: LOT 31, 32 AND 33, LESS THE WEST 3 FEET THEREOF, OF CORRECTED MAP OF HILLCREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 1: LOT 31 AND THE NORTH 1/2 OF LOT 32, ACCORDING TO THE CORRECTED MAP OF HILLCREST, AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THE WEST 3 FEET THEREOF.

PARCEL 2: LOT 33 AND THE SOUTH 1/2 OF LOT 32, ACCORDING TO THE CORRECTED MAP OF HILLCREST, AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THE WEST 3 FEET THEREOF.

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE ASSUMED BEARING OF NORTH ALONG THE EAST LINE OF LOTS 31, 32 AND 33.
2. THIS IS A SKETCH OF DESCRIPTION AND NOT A BOUNDARY SURVEY.
3. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
4. ● = CHANGE OF DIRECTION. POINT NOT SET.



Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Email: terrypitt@gmail.com

SKETCH OF DESCRIPTION FOR:
BRIGMOND CONSTRUCTION

SCALE: 1" = 30	APPROVED BY: PMK	DRAWN BY: TERRY PITT
DATE: 8/4/2021	FB/PAGE: TP-FILE	

HILLCREST
LAKE COUNTY, FLORIDA

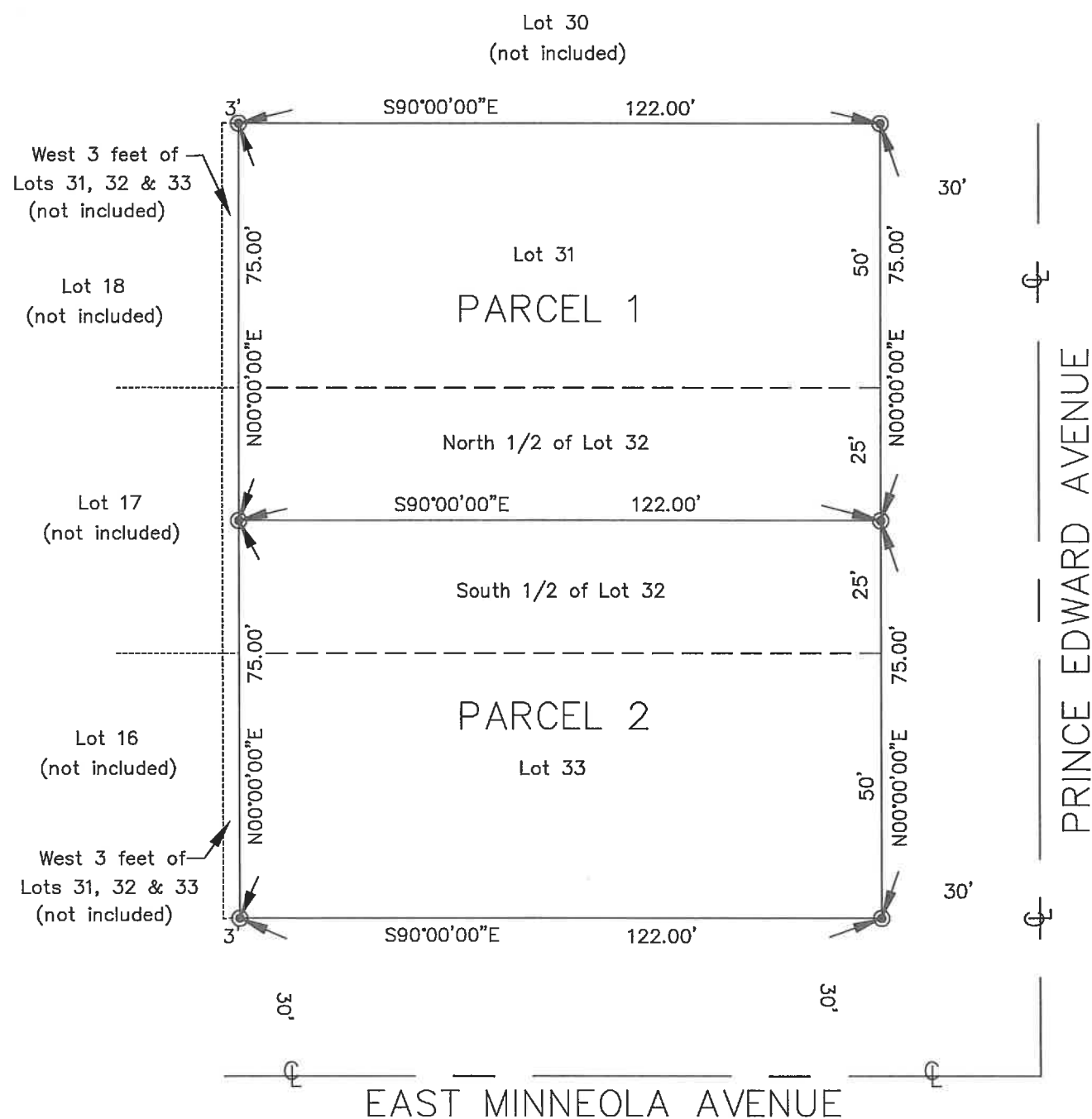
PAGE NO. 1	DRAWING NO. PERRY-HCZIP19
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GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

Patrick M. Kelley
PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



DESCRIPTIONS:

PARENT PARCEL: LOT 31, 32 AND 33, LESS THE WEST 3 FEET THEREOF, OF CORRECTED MAP OF HILLCREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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SKETCH OF DESCRIPTION FOR:
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SCALE: 1" = 30	APPROVED BY: PMK	DRAWN BY: TERRY PITT
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HILLCREST
LAKE COUNTY, FLORIDA

PAGE NO. 1	DRAWING NO. PERRY-HCZIP19
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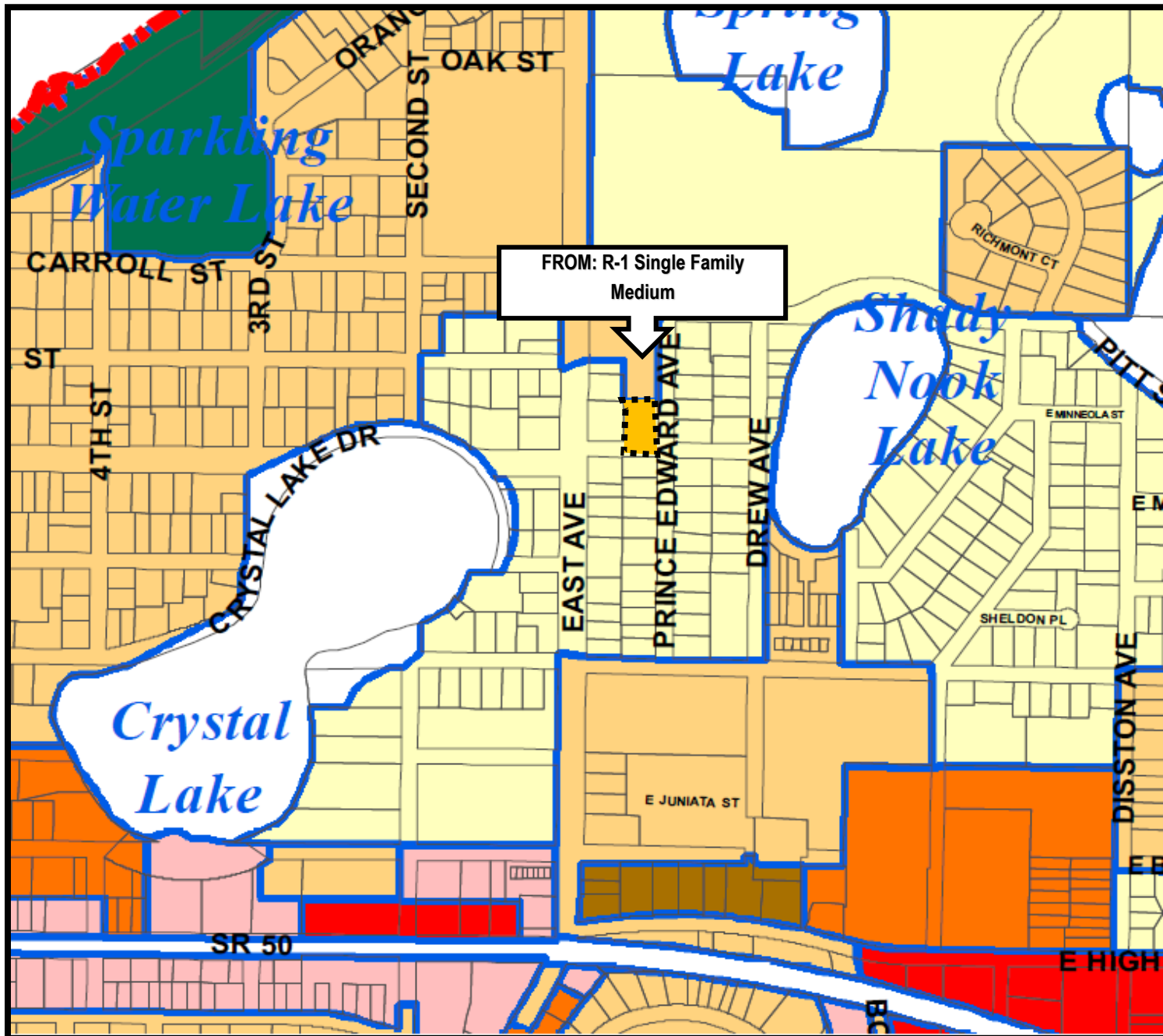
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CLERMONT ZONING MAP



Legend

City Limits

Zoning Designations

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



CITY OF CLERMONT REZONING APPLICATION

DATE 8/27/2021		FEE: \$542.00 + cost of advertisement	
Project Name (if applicable) Prince EDWARD Avenue			
Applicant Perry L. Brigmond President of Construction, Inc.			
Contact Person same			
Address 11710 Monte Vista	City Clermont,	State FLA.	Zip 34711
Telephone ROAD # 407-466-4108	Fax		
Email Userbamb5088@aol.com			
OWNER INFORMATION			
Owner's Name same			
Owner Address	City	State	Zip
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property	City	State	Zip
Legal Description (include copy of survey) see survey			
Acreage 18,300 ± SF.	Land Use (City verification required) MEDIUM DENSITY R-1		
Present Zoning (City verification required) R-1	Proposed Zoning R-2 medium Density		



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? TO create 2
SEPARATE LOTS. That will be
compatible with the surrounding
zoning.

Brigmond CONSTRUCTION,
INC.

Perry L. Brigmond
Applicant Name (print) PRESIDENT

Perry L. Brigmond
Owner Name (print)

x Perry L. Brigmond
Applicant Name (signature)

x Perry L. Brigmond
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

03/04/2020



After Recording Return to:
Christina Milbourne
Metes and Bounds Title Company
180 E. Highland Ave.
Clermont, FL 34711

INSTRUMENT #2021095649
OR BK 5749 PG 1089 - 1089 (1 PGS)
DATE: 7/13/2021 5:20:37 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00 DEED DOC \$525.00

This Instrument Prepared by:
Christina Milbourne
Metes and Bounds Title Company
180 E. Highland Ave.
Clermont, FL 34711
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
19-22-26-0100-000-03100
File No.: 21-0155

WARRANTY DEED

This Warranty Deed, Made the 22nd day of June, 2021, by **Harold S. Turville Jr., an unmarried man**, whose post office address is: **1410 W State Road 50 Lot 154, Clermont, FL 34711**, hereinafter called the "Grantor", to **Brigmond Construction Inc, A Florida Corporation**, whose post office address is: **11710 Monte Vista Rd, Clermont, FL 34711**, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Seventy Five Thousand Dollars and No Cents (\$75,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Lake County, Florida**, to wit:

Lot 31, 32 and 33, less the West 3 feet thereof, of **CORRECTED MAP OF HILLCREST**, according to the Plat thereof, as recorded in Plat Book 8, Page 53, of the Public Records of Lake County, Florida.

The property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2020, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: Michele Snively

Printed Name: Michele Snively

Witness Signature: Harold S. Turville Jr.

Witness Signature: Kodee Napier

Printed Name: Kodee Napier

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021 by Harold S. Turville Jr.. He/She/They is/are ☐ Personally Known OR ☒ Produced-drivers license(s) as identification.

Notary Public Signature: Michele Snively

Printed Name: Christina Milbourne

☐ Online Notary (Check Box if acknowledgment done by Online Notarization)

My Commission Expires: 4/7/2025
(SEAL)



Property Record Card

General Information

Name:	TURVILLE HAROLD S JR	Alternate Key:	3375301
Mailing Address:	150 W MINNEHAHA AVE CLERMONT, FL 34711 Update Mailing Address	Parcel Number: ⓘ	19-22-26-0100-000-03100
		Millage Group and City:	000C (CLERMONT)
		2020 Total Certified Millage Rate:	17.0762
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	EAST MINNEOLA AVE CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, HILLCREST LOTS 31, 32 & 33--LESS W 3 FT-- PB 8 PG 53 ORB 1323 PG 1106		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1	LT	\$0.00	\$37,500.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1323 / 1106	8/1/1994	Warranty Deed	Unqualified	Vacant	\$17,000.00

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

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 WORKING VALUES that are subject to change until certified. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$37,500	\$34,375	\$34,375	5.03270	\$173.00
LAKE COUNTY MSTU AMBULANCE	\$37,500	\$34,375	\$34,375	0.46290	\$15.91
SCHOOL BOARD STATE	\$37,500	\$37,500	\$37,500	3.70100	\$138.79
SCHOOL BOARD LOCAL	\$37,500	\$37,500	\$37,500	2.99800	\$112.43

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
✓ Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
Agricultural Classification	Learn More	View the Law
NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.		

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$32.43**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#)

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Property data last updated on June 20, 2021

[Site Notice](#)

DIVISION 6. - R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

Footnotes:

--- (6) ---

Note— See the editor's note to div. 2.

Sec. 122-141. - Intent.

The R-2 district is intended for medium density single-family and two-family residential use.

(Code 1998, § 122-141; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-142. - Site plan review.

A site plan review is required for two-family residential uses in the R-2 district where relief on the site is seven percent or greater, and for all multifamily uses.

(Code 1998, § 122-142; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-143. - Permitted uses.

Permitted uses in the R-2 district are as follows:

- (1) Single-family dwelling units having a minimum living area of 1,000 square feet, exclusive of garages, carports and screened areas.
- (2) Two-family dwelling units having a minimum of 700 square feet per dwelling unit, exclusive of garages, carports and screened areas.
- (3) Buildings, structures or uses maintained or operated by the city.
- (4) Home occupations as provided in article V of this chapter.
- (5) Private docks and boathouses, provided that such structures maintain a 25-foot side yard setback. A ten-foot side yard setback may be allowed upon receipt of properly authorized documentation from directly abutting property owners. It shall be further provided that such structures comply with state and/or federal regulations, as applicable.
- (6) Field crops, orchards and other horticultural uses where no selling at retail is involved.
- (7) Accessory uses: customary accessory buildings and structures, including private garages, noncommercial greenhouses and workshops.

(Code 1998, § 122-143; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, § III, 10-27-1998)

Sec. 122-144. - Conditional uses.

(a) Conditional uses in the R-2 district are as follows:

- (1) Townhouses and multifamily development having a minimum floor area of 600 square feet per unit, exclusive of garages, carports and screened areas.
- (2) Churches, provided adequate buffer strips between residential uses are provided.
- (3) Public or semipublic facilities or structures not maintained by the city (i.e., operated by another unit of government).
- (4) Utility facilities (i.e., electric transformers, gas regulator stations, etc.).
- (5) Planned unit development per article IV of this chapter.
- (6) Cemeteries.

(b) In case of uncertainty of the classification of any use, uses may be permitted which, after consideration by the planning and zoning commission and approval by the city council, are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-144; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, § III, 10-27-1998)

Sec. 122-145. - Lot and height requirements.

Lot and height requirements for the R-2 district are as follows:

- (1) *Lot size.* Lot size for single-family dwellings shall be not less than 7,500 square feet. Lot size for two-family dwellings shall be not less than 10,000 square feet. Minimum lot size for multifamily development shall be 5,000 square feet per dwelling unit.
- (2) *Lot width.* Minimum lot width for single-family and two-family dwellings shall be 75 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway. Minimum lot width for multifamily development shall be 100 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway.
- (3)

Impervious surface coverage. For all residential development, the maximum impervious surface coverage shall be 55 percent, with the principal building, driveway and walkways limited to 45 percent, except for multifamily development the maximum shall be 70 percent.

- (4) *Height.* Maximum height of 35 feet shall be allowable for all designated habitable, occupancy use areas of a building or structure, and a maximum height of 45 feet shall be allowable for the finished height of all buildings or structures. For the purposes of this section and Code, habitable, occupancy use area shall mean that portion of a building or structure included between the upper surface of a floor and the ceiling above, intended for human occupancy. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-145; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 300-C, § 2, 6-27-2000; Ord. No. 355-C, § 122-145, 10-23-2007)

Sec. 122-146. - Yards.

Minimum yard requirements for the R-2 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback is 7.5 feet. On corner lots the setback shall be 50 feet on Hartwood Marsh Road, SR 50 and U.S. Highway 27 and 25 feet on any side adjacent to any other street and 7.5 feet on the interior side yard.
- (3) *Rear yard.* The minimum rear yard setback is 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. Highway 27, a setback of 50 feet shall be maintained. The rear building line on lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) *Buffer strip.* When a conditional use or multifamily use abuts a residential use, the conditional use or the multifamily use shall provide a buffer strip along the abutting property line.

- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-146; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000)

Secs. 122-147—122-160. - Reserved.

quired. Subdivisions platted prior to the adoption of this amendment (September 26, 2000) or subdivisions with improvement plans being reviewed by the site review committee as of the effective date hereof, and finally approved and recorded within 12 months of the effective date hereof, shall have a minimum lot size of 10,000 square feet.

- (2) *Lot width.* Minimum lot width is 100 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway.
- (3) *Impervious surface coverage.* For all residential development, the maximum impervious surface coverage shall be 55 percent, with the principal building, driveway and walkways limited to 45 percent.
- (4) *Height.* Maximum height of 35 feet shall be allowable for all designated habitable, occupancy use areas of a building or structure, and a maximum height of 45 feet shall be allowable for the finished height of all buildings or structures. For the purposes of this section and Code, habitable, occupancy use area shall mean that portion of a building or structure included between the upper surface of a floor and the ceiling above, intended for human occupancy. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-104; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 300-C, § 2, 6-27-2000; Ord. No. 301-C, § 2, 9-26-2000; Ord. No. 355-C, § 122-104, 10-23-2007)

Sec. 122-105. Yards.

Minimum yard requirements for the R-1-A district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 35 feet.

- (2) *Side yard.* The minimum side yard setback shall be nine feet. On corner lots the setback shall be 50 feet on Hartwood Marsh Road, SR 50 and U.S. Highway 27 and 35 feet on any side adjacent to any other street and nine feet on the interior side yard.
- (3) *Rear yard.* The minimum rear yard setback shall be 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. highway 27, a setback of 50 feet shall be maintained. The rear building line on lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) *Buffer strip.* When a conditional use abuts a residential use, the conditional use shall provide a buffer strip along the abutting property line.
- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-105; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000)

Secs. 122-106—122-120. Reserved.

DIVISION 5. R-1 SINGLE-FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT*

Sec. 122-121. Intent.

The R-1 district is intended for single-family structures to be used so as to provide for a medium density single-family residential usage. (Code 1998, § 122-121; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

*Note—See the editor's note to div. 2.

Sec. 122-122. Permitted uses.

Permitted uses in the R-1 district are as follows:

- (1) Single-family dwelling units having a minimum living area of 1,000 square feet, exclusive of garages, carports and screened areas.
- (2) Buildings, structures or uses maintained or operated by the city.
- (3) Home occupations as provided in article V of this chapter.
- (4) Field crops, orchards and other horticultural uses where no selling at retail is involved.
- (5) Accessory uses: customary accessory buildings and structures, including private garages, noncommercial greenhouses and workshops.
- (6) Private docks and boathouses, provided that such structures maintain a 25-foot side yard setback. A ten-foot side yard setback may be allowed upon receipt of properly authorized documentation from directly abutting property owners. It shall be further provided that such structures comply with state and/or federal regulations, as applicable.

(Code 1998, § 122-122; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, § III, 10-27-1998)

Sec. 122-123. Conditional uses.

(a) Conditional uses in the R-1 district are as follows:

- (1) Churches, provided adequate buffer strips between residential uses are provided.
- (2) Public or semipublic facilities or structures not maintained by the city (i.e., operated by another unit of government).
- (3) Utility facilities (i.e., electric transformers, gas regulator stations, etc.).
- (4) Planned unit development per article IV of this chapter.
- (5) Cemeteries.

(b) In case of uncertainty of the classification of any use, uses may be permitted which, after consideration by the planning and zoning commission and approval by the city council, are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-123; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 290-C, § III, 10-27-1998)

Sec. 122-124. Lot and height requirements.

Lot and height requirements for the R-1 district are as follows:

- (1) *Lot size.* A minimum usable land area of not less than 10,000 square feet is required. Subdivisions platted prior to the adoption of this amendment (September 26, 2000) or subdivisions with improvement plans being reviewed by the site review committee as of the effective date hereof, and finally approved and recorded within 12 months of the effective date hereof, shall have a minimum lot size of 7,500 square feet.
- (2) *Lot width.* Minimum lot width is 85 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway. Subdivisions platted prior to the adoption of this amendment (September 26, 2000) or subdivisions with improvement plans being reviewed by the site review committee as of the effective date hereof, and finally approved and recorded within 12 months of the effective date hereof, shall have a minimum lot width of 75 feet measured at the building setback line, and 50 feet measured along the property lines contiguous to any street, road or highway.
- (3) *Impervious surface coverage.* For all residential development, the maximum impervious surface coverage shall be 55 percent, with the principal building, driveway and walkways limited to 45 percent.
- (4) *Height.* Maximum height of 35 feet shall be allowable for all designated habitable, occupancy use areas of a building or struc-

ture, and a maximum height of 45 feet shall be allowable for the finished height of all buildings or structures. For the purposes of this section and Code, habitable, occupancy use area shall mean that portion of a building or structure included between the upper surface of a floor and the ceiling above, intended for human occupancy. The height limitations of this chapter shall also apply to church spires, belfries, cupolas and domes not intended for human occupancy and may be a maximum of 55 feet in height. Facilities owned by the city are exempt from the height regulations.

(Code 1998, § 122-124; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 287-C, § II, 5-26-1998; Ord. No. 300-C, § 2, 6-27-2000; Ord. No. 301-C, § 2, 9-26-2000; Ord. No. 355-C, § 122-124, 10-23-2007)

Sec. 122-125. Yards.

Minimum yard requirements for the R-1 district are as follows:

- (1) *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) *Side yard.* The minimum side yard setback shall be 7.5 feet. On corner lots the setback shall be 50 feet on Hartwood Marsh Road, SR 50 and U.S. Highway 27 and 25 feet on any side adjacent to any other street and 7.5 feet on the interior side yard.
- (3) *Rear yard.* The minimum rear yard setback shall be 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. Highway 27, a setback of 50 feet shall be maintained. The rear building line on lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

- (4) *Buffer strip.* When a conditional use abuts a residential use, the conditional use shall provide a buffer strip along the abutting property line.

- (5) *Other setbacks.* All yard setbacks for principal buildings shall be a minimum of 25 feet from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

(Code 1998, § 122-125; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 298-C, § 2, 6-27-2000)

Secs. 122-126—122-140. Reserved.

DIVISION 6. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT*

Sec. 122-141. Intent.

The R-2 district is intended for medium density single-family and two-family residential use.

(Code 1998, § 122-141; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-142. Site plan review.

A site plan review is required for two-family residential uses in the R-2 district where relief on the site is seven percent or greater, and for all multifamily uses.

(Code 1998, § 122-142; Ord. No. 281-C, § 1(ch. 7), 11-8-1994)

Sec. 122-143. Permitted uses.

Permitted uses in the R-2 district are as follows:

- (1) Single-family dwelling units having a minimum living area of 1,000 square feet, exclusive of garages, carports and screened areas.

*Note—See the editor's note to div. 2.





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Detail by Entity Name

Florida Profit Corporation
BRIGMOND CONSTRUCTION, INC.

Filing Information

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FEI/EIN Number	20-0415426
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State	FL
Status	ACTIVE

Principal Address

11710 MONTE VISTA RD
CLERMONT, FL 34711

Mailing Address

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CLERMONT, FL 34711

Registered Agent Name & Address

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CLERMONT, FL 34711

Officer/Director Detail

Name & Address

Title PT

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11710 MONTE VISTA ROAD
CLERMONT, FL 34711

Title VPS

BRIGMOND, DEBRA H
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CLERMONT, FL 34711

Annual Reports

Report Year	Filed Date
2019	03/04/2019
2020	03/25/2020
2021	03/22/2021

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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-030

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 SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION

Vacant parcel located on the corner of Prince Edward Avenue
and East Minneola Avenue
Alternate Key# 3375301

LEGAL DESCRIPTION

**CLERMONT, HILLCREST LOTS 31, 32 & 33-LESS W 3 FT-
PB 8 PG 53 ORB 5749 PG 1089**

REZONING SUBJECT PROPERTY:

**FROM: R-1 Single Family Medium Density District
TO: R-2 Medium Density Residential District**



The Planning & Zoning Commission will consider this request on Tuesday, October 5, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the Clermont City Council on Tuesday, October 14, 2021 at 6:30 P.M. for (Introduction) and on Tuesday, October 26, 2021 at 6:30 P.M. for (Final Adoption).

The meetings will be held at City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

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.

Tracy Ackroyd Howe, MMC

Daily Commercial
September 20, 2021 and October 11, 2021

City Clerk

LF-26402155