



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 12, 2022**

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. We request everyone to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. 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

Parks and Recreation Month

PRESENTATIONS

Chris Carmody - Legislative Update

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the June 14, 2022 Council meeting minutes and the June 21, 2022 workshop minutes.

Item No. 2 - Surplus Request

Consider surplus from Parks and Recreation, Information Technology, Fire and Police and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Bid Award

Consider award to AGH Management, LLC for removal and installation of Bermuda grass to sod Hancock Park Soccer Field 1 in the total budgeted amount of \$97,200.

Item No. 4 - Bid Award and Budget Amendment

Consider award to Step One Automotive FD CW LLC d/b/a Ford Crestview to provide two (2) half-ton trucks for Building Inspector vehicles in the total amount of \$78,688 and a budget amendment in the amount of \$78,688 from reserves.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 12, 2022**

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| Item No. 5 - Toho Water Authority Contract | Consider piggyback contract with A.C. Schultes of Florida, Inc. for well services and repairs. |
| Item No. 6 - Resolution No. 2022-020R | Consider approval of Fiscal Year 2022 General Fund Budget Amendment. |
| Item No. 7 - Event, Open Container, and Road Closure | Consider allowing Suncreek Brewery to host "Suntoberfest" event in Downtown Clermont with street closures and open container allowance to take place on October 1 and 2, 2022. |
| Item No. 8 - Event, Open Container, and Road Closure Request | Consider allowing Suncreek Brewery to host "Irish Fest" event in Downtown Clermont with street closures and open container allowance on March 18 and 19, 2023. |
| Item No. 9 - Task Approval and Budget Amendment | Consider approval of task order with Halff Engineering to evaluate the Victory Pointe drainage basin and consolidate the sub-basins into one in the amount of \$73,720 with a corresponding budget amendment. |

UNFINISHED BUSINESS

- | | |
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| Item No. 10 - Resolution No. 2022-009R
<i>Johnson CUP</i> | The applicant has requested a withdrawal. |
| Item No. 11 - Resolution No. 2022-010R
<i>Clermont Yacht Club CUP</i> | Consider Conditional Use Permit to allow for an increase to the number of condominium housing units permitted, located adjacent to E. Grand Highway. |
| Item No. 12 - Ordinance No. 2022-014 <i>Final</i>
<i>Cityside Townhomes</i> | Consider rezoning to a Planned Unit Development to construct 68 single-family attached townhomes on 8.05 +/- acre property located north of the Crown Lounge. |
| Item No. 13 - Utility Service Agreement
<i>Ivy Ridge</i> | Consider sewer service request for a new 155 lot single-family subdivision off of Hammock Ridge Road, adjacent to Fox Chase subdivision. |
| Item No. 14 - Ordinance No. 2022-031 <i>Final</i>
<i>Hazardous Materials</i> | Consider amending Chapter 34 for Hazardous Materials Cost Recovery for Incidents. |

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 12, 2022**

NEW BUSINESS

Item No. 15 - Ordinance No. 2022-024 *Intro
Lost Lake Assemblage Annexation*

Consider annexation of 48+/- acres located north of Johns Lake Road and west of Hancock Road.

Item No. 16 - Ordinance No. 2022-025 *Intro
Lost Lake Assemblage CPA*

Consider small-scale comprehensive plan amendment to change the future land use to Clermont Low Density Residential for property located north of Johns Lake Road and west of Hancock Road.

Item No. 17 - Ordinance No. 2022-026 *Intro
Lost Lake Assemblage Rezoning*

Consider zoning change to Planned Unit Development for property located north of Johns Lake Road and west of Hancock Road.

ADJOURN

Public Notice

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

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

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

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

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

PROCLAMATION

Whereas, parks and recreation programming enhance our quality of life by contributing to healthy lifestyles, building community, creating economic development and encouraging environmental stewardship; and

Whereas, recreation creates opportunities for people of all ages and cultures to participate in activities that encourage health, education, and social interaction; and

Whereas, parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and

Whereas, parks, trails and open spaces provide encounters in nature, maintenance of clean air, and the protection of plant and animal wildlife; and

Whereas, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

Whereas, parks and recreation staff have continued to provide critical services to their communities by caring for the children of front line workers, providing meals to families, and continuing to provide safe spaces for people to maintain healthy lifestyles; and

Whereas, the National Recreation and Park Association and the Florida Recreation and Park Association have designated July as Parks and Recreation Month;

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

Parks and Recreation Month

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

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 14, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Pastor Marc Millan of Real Life Church followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read the Juneteenth Proclamation aloud. Mayor Murry presented the proclamation to Pastors Church, Brumfield, Rogers, and Wootson.

City Manager Bulthuis invited Maritza Rivera to speak about the inaugural Juneteenth event that will be held on Saturday, June 18 at Waterfront Park. Ms. Rivera invited all to celebrate and said there will be plenty of food, dancing and cultural activities.

OPENING COMMENTS

City Manager Bulthuis informed the Council of the following agenda changes:

Item No. 9 – Resolution No. 2022-010R, Clermont Yacht Club CUP

Resolution No. 2022-010R, Clermont Yacht Club CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN INCREASE TO THE NUMBER OF MULTI-FAMILY UNITS PERMITTED FOR THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis informed the Council this is a request to table this item to July 12, 2022.

Council Member Bates moved to table Resolution No. 2022-010R to July 12, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 15 – Utility Service Agreement

City Manager Bulthuis informed the Council this is a request to table this item to July 12, 2022.

Council Member Bates moved to table item number 15 to July 12, 2022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

City Manager Bulthuis stated that consent agenda item number 6 states the City of Minneola in error and should read City of Mascotte. City Attorney Mantzaris explained that all of the backup documents read City of Mascotte but the description of the item states City of Minneola in error.

PUBLIC COMMENTS

Banks Alfred, 9100 Sams Lake Road – Invited everyone to an open farm day on his 7 acre farm on June 26, 2022. The event is free to the public and opens at 9 am.

Sgt. Jose Ortiz Gonzalez, U.S. Marine Corps., Groveland – As the Clermont district coordinator for Toys for Tots, the organization is needing space to house the toys they receive prior to distribution. They are requesting a location to serve as a distribution center.

City Manager Bulthuis suggested they contact the Parks and Recreation Director, Brian Foreman, to coordinate spacing needs.

Mayor Murry and Council Member Purvis asked to be kept abreast of this going forward.

Charlene Forth, 939 W. Desoto Street – Spoke about the Police Department and previous actions taken by Council Members.

Mr. Les Allier – Notified Council of the intent to do a toy drive at Corelli's during the holiday season.

City Manager Bulthuis stated that Council adopted rules two meetings ago and suggested he contact the City Clerk's office to obtain a copy of the updated information.

Paula Hoisington, 564 E. Desoto St. - Expressed concern over the communication to residents regarding the coordination of the Juneteenth event.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Council workshop June 21st at 6:30pm.
- June 17 Clermont Downtown Partnership Wine Stroll
- June 25 is the Mega Food Truck event downtown.
- Downtown project has begun and expected completion is one year
- Had a great event at the Caribbean Jerk Festival and the Memorial Day ceremony.
- Pups in the Park was held on Saturday.

Maritza Rivera, Program Manager, spoke about the event. The event will be held in March next year.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Reminded Council the annual Financial Disclosure statements are due July 1, 2022 along with watching the 4 hours of ethics training.

CITY COUNCIL REPORT

Council Member Bates – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

Council Member Purvis –

- May not be in town for the Juneteenth event.

Council Member Entsuah –

- Attended coffee and conversations event, great opportunity to meet local officials.
- Attended the Jerk Festival two weeks ago.

Council Member Pines –

- Attended the Police Department Youth Academy graduation. Wonderful opportunity for our youth.

Mayor Murry –

- Sat on the panel for the Police Department Youth Academy.
- Spoke at the Think Tank event on Friday evening.

City Manager Bulthuis added that the permitting for Costco is moving forward.

- Attended a going away party for Jennifer Pearce.
- Attended First Friday food trucks
- Attended the Memorial Day event.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of May 24, 2022 Council Meeting Minutes

Item No. 2 – Surplus Request

Consider declaring surplus from the departments of Police, Information Technology, Procurement Services and Fire and dispose of in accordance with the Purchasing Policy.

Item No. 3 – Impact Fee Study Award and Budget Amendment

Consider RFP award and term contract to Raftelis Financial Consultants, Inc. for impact fee study services in the amount of \$60,000 and budget amendment for the same in the impact funds.

Item No. 4 – Resolution No. 2022-019R

Consider authorizing the submission of a grant application to the Florida Division of Cultural Affairs Facilities Program requesting \$200,000 for the Clermont Performing Arts Center.

Item No. 5 – Lake County School Board Agreement

Consider the School Resource Officer Agreement for school year 2022/2023.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

- Item No. 6 – Interlocal Agreement Amendment** Consider amendment to include the City of Mascotte in the South Lake Regional Technical Advisory Committee for the development and evaluation of water supply options and strategies.
- Item No. 7 – Interlocal Agreement** Consider interlocal agreement where all parties will contribute to a consultant for the oversight of the South Lake Regional Technical Advisory Committee.
- Item No. 8 – Event and Open Container Request** Consider allowing the South Lake Chamber of Commerce to have an open container area for event on November 3, 2022 at Waterfront Park.
Taste of South Lake

Council Member Bates moved to approve the Consent Agenda items 1-8 with the change on item 6 from Minneola to Mascotte; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 9 – *This item was addressed earlier in the meeting and tabled to the July 12, 2022 meeting.*

Item No. 10 – Ordinance No. 2022-010, Transmittal – Chicone

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

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

Development Services Director Henschel presented the item. This application was originally advertised for transmittal on March 8, 2022. The applicant has requested an amendment to the Future Land Use Map. The applicant is requesting the City to designate the property with a future land use category as Master Planned Development upon annexation. However, with recent adoption of the City's Wellness Way Future Land Use amendment, the property will now be considered as neighborhood district. The subject site is 304 +/- acres in size. The property has historically been used for agricultural purposes.

The applicant has four pending requests before the City of Clermont. These include: (1) Utility Agreement, (2) Annexation, (3) Comprehensive Plan Amendment, and (4) Rezoning to a Planned Unit Development (PUD).

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

This application is being presented to the Planning and Zoning Commission and the City Council to make a recommendation for transmittal due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan. If transmitted, then DEO and other state agencies will review and render their comments prior to a public hearing on the adoption of this amendment. The anticipated adoption hearing will be in August of 2022.

The applicant has requested a rezoning to a Planned Unit Development (PUD) requesting up to 950 dwelling units and up to 75,000 square feet of commercial uses. The PUD will be considered by City Council during the adoption phase of the Comprehensive Plan Amendment to ensure the project is limited at the proposed development intensity. In addition, the development standards of the PUD will meet the Wellness Way Design Guidelines that are driven by the Wellness Way Comprehensive Plan adopted by the City. The project will be developed to the Neighborhood District, which will have 30 percent open space along with 65 percent residential use and 5 percent center use, as required in Policy 2.3.2: Future Land Use Categories Capacity Allocation.

The subject property is located entirely within the City of Clermont Utility Service Area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) agreements with Lake County. The ISBA, through the utility agreement, permits annexations that are not contiguous with the City limits. The City intends to annex this property through the utility agreement provision and ISBA provision.

The applicant intends to create a master planned community that promotes economic development while encouraging a well-balanced development pattern that minimizes environmental impacts. The future land use designation establishes the future character and urban form of the city in this area. The developer will be responsible for all costs and extensions of utilities to the project. In addition, the developer will also be required to fund, design and construct a major roadway extension of the Wellness Way Boulevard from the Lennar project, eastward to the Orange County line. Completion of this roadway will be accelerated and may assist in improving the level of service (LOS) existing on Hartwood Marsh Road by offering another east/west connection.

Since the project is located within the City's JPA and ISBA boundary and the City can provide adequate public facilities and services, it is reasonable to support this future land use amendment. The property is within the Wellness Way Area plan and has been identified to be developed with a mix of residential and non-residential programming, which the City's Master Planned Development designation permits along with the future designation of Neighborhood. Therefore, staff supports the applicant's request for a change to Master Planned Development and recommends transmittal of the comprehensive plan amendment.

City Manager Bulthuis explained the segments of roads within Wellness Way and which developers are building which roads.

The applicant, John Prowell, is in agreement with staff presentation. They are available for questions.

Mayor opened the public hearing.

Pat Kelly, 1114 Windy Bluff Drive, Minneola – Confirming they are dedicating enough Right of Way space if the roads need to be widened to four lanes.

There will be enough space, they are building the two outside lanes and leaving room inside to build the two other lanes if/when necessary.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

Mayor Murry closed the public hearing.

Council Member Purvis inquired on the northern boundary that backs up to the property and asked for a provision that no traffic be allowed north of the northern boundary line.

Mr. Prowell stated that the Wellness Way design standards will be followed and there are no road connections to the land that you are referring to.

Council Member Bates moved for approval of transmittal; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye.

Item No. 11 – Ordinance No. 2022-014, Final Cityside Townhomes

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.

Development Services Director Henschel presented the item. The applicant is requesting a rezoning to a Planned Unit Development (PUD) to construct sixty-eight (68) single-family attached townhomes on an 8 acre parcel. The property is located northwest of US 27 and SR 50 intersection, directly north of the Crown Lounge and south of Highland Avenue. A portion of the site was previously used as a motel – Clermont Motor Lodge that was demolished in 2013. On the northeast corner of the site, an EMS station was operational until the closing of the Highland Avenue and SR 27 intersection. The property has been vacant since that time.

The property is currently zoned C-2 General Commercial with a commercial future land use designation. The commercial future land use designation allows residential uses up to a density of 12 dwelling units per acre. The current zoning of C-2 General Commercial allows for the consideration of residential uses through a Conditional Use Permit, under section 122-223 of the Land Development Code. The applicant has decided to pursue the rezoning to a Planned Unit Development (PUD) due to the flexibility in design and waivers requested. The PUD zoning also provides a more site specific approach to the development of the property since a site plan is linked to the approval of specific conditions. The applicant has provided a conceptual site plan, prepared by Stringfellow Design.

The applicant is proposing sixty-eight attached single-family townhomes along with amenities consisting of a community pool, promenade, and dog walking trail. The density of the project is at 8.45 dwelling units per acre, which is under the 12 dwelling units per acre that can be considered under the Commercial future land use. The applicant is proposing the townhomes to be 24 feet wide by 50 feet deep, two-stories in height with a two-car garage. The applicant has demonstrated the ability to house two vehicles and trash receptacles within the garage. Each townhome lot will be a minimum of 24 feet by 100 feet or 2,400 square feet. This is a waiver to the code that requires a minimum of 3,500 square feet.

As part of the design and to offer a rear loaded garage product, the applicant is requesting one-way streets in a portion of the project with a reduced right-of-way width of 45 feet.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

This is a waiver request and staff has reviewed this request and does not oppose this request with the condition that the internal roads and alleyway will be privately maintained with an easement dedicated to the City. In addition, the applicant will be providing dedicated parallel parking spaces along these one-way streets.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The site has City utilities available and the City can serve the proposed development. The property has been previously developed and the redevelopment opportunity would be supportive of Objective 1.15: Redevelopment and Renewal of Blighted Areas, in the City's Comprehensive Plan. Staff recommends approval of Ordinance No. 2022-014.

Cecelia Bonifay spoke on behalf of the applicant. Also in attendance were the Planning consultant, Alex Stringfellow and Mohammad Abdulah, who provided the traffic analysis for the project. There have been issues and changes throughout the project. This is a straight forward proposal. It is a newer concept that is very attractive. The traffic study found that traffic was deminimis for this area.

Mr. Stringfellow stated that the designing of this project started in January this year. They worked with City staff through the whole process. They are requesting a reduction of the width of the lot from the 35 foot standard as doing the 2 story elevation will create design interest.

Mr. Abdulah said they found that all of the roadway segments meet, this development is minor and generates a deminimis amount of traffic.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing. Council Member Bates asked how this layout compares to Wellness Way standards.

Mr. Henschel stated that these townhomes are larger than the townhomes approved for Wellness Way. This project would meet most of the standards in Wellness Way.

Discussion ensued regarding Council's concerns over the size of the townhomes, the garages being too small and the driveways not being wide enough.

Mr. Stringfellow explained that 21 to 24 foot width is the normal range for a two story rear loaded townhome and you would not want to go wider with a two story. They went with a bigger garage and driveway for this project keeping in mind that it could be an issue. The driveway and garages are no different than a single family home.

Council Member Bates inquired about going wider with a two story townhome. Mr. Stringfellow explained that a townhome buyer buys at a certain amount of square footage range, 1,600 to 2,400 sq ft. To acquire the 3,500 square foot minimum, the townhomes would be one story as going vertical would add additional unwanted square footage.

Mr. Bates asked if they widen the project can they put two townhomes back to back. Mr. Stringfellow stated that it would change the dynamic and be more of a rental property because of losing the garage and driveway.

Council Member Purvis expressed concern with rezoning the property to residential.

Ms. Bonifay explained that the property has a C2 zoning. They are asking for a CUP in the commercial zoning, not to change the zoning.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

The project is a revenue producing utilization of this property that will benefit the people looking for home ownership and adjacent to services. The market does not want this as commercial, nothing has been happening there. Mr. Stringfellow added that one of the secondary facts is that this is the lowest intensity use. Commercial use here would generate more traffic.

Mayor Murry concurred with the issues that Council has expressed in this discussion.

There was discussion regarding one story townhomes and the look of them compared to the look of a two story model, along with the zoning of the land and losing the open concept and space.

Council Member Purvis inquired if the discussion has gone off topic. City Attorney Mantzaris explained that the discussion is perfect for what the applicant is requesting. The application is for a PUD to address planning issues which is what is being discussed.

Ms. Bonifay asked for a continuance to the July 12, 2022 meeting to return with a modification.

Council Member Bates moved to table Ordinance No. 2022-014 to July 12, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 12 – Board Appointments

City Manager Bulthuis stated that there are two vacancies for the Community Redevelopment Agency (CRA) Board. There was an advertisement placed and the City received a number of requests, only two met the criteria of living or working within the CRA district boundaries. The two applicants are Jimmy Crawford and Beth Merrick and are both present. They will be filing the current unexpired terms until December 31, 2024.

Council Member Bates moved to appoint Jimmy Crawford and Beth Merrick to the CRA Board; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 13 – Variance Request, 223 2nd Street

Development Services Director Henschel presented the item. The applicant, is requesting three variances to the Land Development Code for property located at 223 2nd Street. The requested variances are (1) reduction of the minimum lot size of 7,500 square feet, they are requesting 4,270 square feet, (2) allow reduced rear yard setback of 15 feet instead of the required 25 feet and (3) allow a reduced minimum lot width of 45 feet instead of the required 75 feet lot width.

The existing single-family structure was constructed in 1925, and is considered non-conforming to the current Land Development Codes. The applicant is requesting the variances to allow for construction of a new single-family home as a replacement for the existing dilapidated and unsafe structure. The variances will allow for the construction of a new single-family structure with the same footprint. The applicant purchased the home as existing before the determination of the existing conditions of the dilapidated structure.

The existing lot and single-family structure is considered as nonconforming to the development standards and regulations for the R-2 Medium Density Residential zoning. The proposed new home will allow

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

improvements to the existing lot and neighborhood. The structure as designed will have the same building footprint and will not be an increase to the existing nonconforming status, but will allow improvements to the site and redevelopment of an infill lot to enhance and improve the neighborhood's character.

Section 86-174 of 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 can meet a positive finding on the review criteria and findings for granting a variance. Therefore, staff recommends approval of the requested variances.

The applicant, Carlos Aponte, explained why his family chose Clermont and requested Council to approve the variances.

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

Council concurred that they consider this project a good infill project.

Council Member Bates moved for approval; Seconded by Council Member Pines. Passed
unanimously 5-0 with all members present voicing aye.

Item No. 14 – Variance Request, 326 W. Osceola Street

Development Services Director Henschel presented the item. The applicant is requesting a variance to section 122-145 yards for a lot width less than the minimum requirement of 75 feet in the R-2 Medium Density District in order to process a lot split and create two substandard lots. The property is located at 326 W. Osceola Street. The applicant's lot dimension is approximately 99 feet along Osceola Street and 150 feet deep. If approved, the new lot widths would be 50 feet for one lot (western lot) and 49 feet for the other lot (eastern lot). The property currently has a single-family home that was constructed in 1925.

The applicant has indicated that the lot split will further the City's stated policy to increase density in the downtown area. Since the property is zoned R-2 Medium Density, the applicant has the ability to add an additional unit through an accessory dwelling unit (ADU), as permitted in Section 122-365 of the Land Development Code. The smaller ADU would be a more appropriate structure to place on this property due to the smaller living area requirement of 350 square feet versus 1,000 square feet requirement for the R-2 Medium Density zoning.

The applicant has provided four letters of no objection from surrounding neighbors for the variance and lot split. However, the property that would be most directly affected is to the east and staff has not received a letter from the property owner at 304 W. Osceola. This property owner may be directly impacted since the lot being created will be sold and built on by another property owner.

Section 86-174 of 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 all of the criteria. Therefore, staff recommends denial of the variance request.

Jimmy Crawford, representing the owner/applicant, spoke about the review criteria for granting a variance as he believes they do meet the criteria. As it stands now, they can build an accessory dwelling unit on that land that can be up to 800 square feet. He spoke about joint driveways and other lot splits within a few block radius that would look the same as what they are asking for.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

The property owner, Gerald Hutto, explained that he purchased the property to be able to remodel the house on the property and split the lot to sell the other half.

Jimmy Crawford stated that the owner of the property would like to give the direct neighbors the right to buy the lot including the right of refusal.

Mayor Murry opened the public hearing.

Ben Pickos, 304 W. Osceola Street – stated that one of the factors when buying his house was that the lot next door was not a separate lot and it was included with 326 W. Osceola. There have been several improvements made to his home with the understanding that no full size home could be built on that space. Based on the dimensions and sewer line, a two story home could be built there which presents issues with the current privacy. He expressed concern that if this variance is granted, the new owners will return to Council requesting a larger footprint.

Mayor Murry closed the public hearing.

Discussion commenced regarding sharing driveways and the issues that can arise with that, building a two story home and being able to meet current codes. Council agreed that this has the potential to create a perpetual problem and no Council Member was in favor of granting the variance.

Council Member Bates moved for denial; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 15 – *This item was addressed earlier in the meeting and tabled to the July 12, 2022 meeting.*

Item No. 16 – City Manager Initial Evaluation

City Attorney Mantzaris introduced this item. Mr. Bulthuis has been the City Manager for over six months and per his contract it is time to do the initial evaluation. The contract with Mr. Bulthuis provided if Council felt it was satisfactory, his salary would increase. There also needs to be discussion regarding an annual evaluation form and process that Council and the City Manager agree on. Mr. Mantzaris provided a form that is used by the ICMA.

Council discussed how they felt Mr. Bulthuis has performed since he has been with the City. All Council Members are pleased with the work Mr. Bulthuis has done and how he has come in and jumped into projects.

Council discussed the form that they were provided and concluded that some of the questions were not applicable City Attorney Mantzaris suggested Council go through the form and remove what they feel may not be applicable and get it back to him. Mr. Mantzaris will take everyone's revisions and make it more concise then return to Council.

City Attorney Mantzaris suggested Council make a motion that at the six month evaluation Mr. Bulthuis has obtained a successful evaluation.

Council Member Purvis so moved the statement above; Seconded by Council Member Bates. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

Item No. 17 – Ordinance No. 2022-019, Introduction Land Development Code

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, ARTICLE III DISTRICTS, DIVISION XVI WELLNESS WAY COMMUNITY DESIGN GUIDELINES AND STANDARDS; PROVIDING FOR CONFLICT; CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

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

Council Member Bates moved to introduce Ordinance No. 2022-019; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 18 – Ordinance No. 2022-027, Introduction Rogers Place

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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

Council Member Bates moved to introduce Ordinance No. 2022-027; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 19 – Ordinance No. 2022-028, Introduction Rogers Place

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.

Council Member Bates moved to introduce Ordinance No. 2022-028; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

Item No. 20 – Ordinance No. 2022-029, Introduction Rogers Place

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, PUBLICATION AND AN EFFECTIVE DATE.

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

Council Member Bates moved to introduce Ordinance No. 2022-029; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 14, 2022

ADJOURN: With no further comments, this meeting adjourned at 9:30 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 21, 2022

CALL TO ORDER

The City Council met in a workshop session on Tuesday, June 21, 2022 in the Clermont City Council Chambers. The workshop was called to order at 6:30 pm with the following Council Members present: Mayor Murry, Council Members Pines, Entsuah, Bates, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

OPENING COMMENTS

City Manager Bulthuis stated the departments have changed their presentations since the retreat.

This is a continuation from the retreat, both departments will give their presentations and they will follow the same format as the retreat.

AGENDA ITEMS

Department Priorities Discussion

Public Services

Public Services Director Brunson listed all divisions within the department and stated there are 146 employees and 34 vacancies. Spoke about the funds their department uses.

Mr. Brunson expressed his concern over a new state mandate regarding CDL licenses, most positions within the department require a CDL license and with the new mandate employees will have to take classes that cost \$2,000 to \$5,000 per employee. Discussion ensued regarding who would need to take the classes and if there can be a signed agreement when hired if the city pays for an employee to get their CDL license.

Mr. Brunson gave an overview of some of the divisions in the department. He spoke about staffing within each division and listed out the main functions.

Mr. Brunson discussed future projects such as the roof at city hall needing repair and the new Public Services being built. There was discussion on using the same contractor for the roof as the one that will replace the roof at the ARC and the bays for fleet maintenance in the new facility.

City Manager Bulthuis asked what the biggest issue is in hiring and maintaining staff. Mr. Brunson expressed that pay is the biggest issue the department faces with gaining and maintaining employees.

Mayor Murry inquired about the quality of service the department provides with not being fully staffed. Mr. Brunson stated that the department subcontracts out the water meter replacements because of staffing issues, otherwise there have not been any complaints thus far and the department is doing a great job.

Assistant Director of Public Services Maiworm reviewed the remaining divisions within the department.

There was discussion on road resurfacing, the infrastructure fund and the sanitation master plan which is currently being reviewed with a consultant and will come before Council in the next 60 days.

Discussion ensued regarding trash pickup in Wellness Way and also bulk pickup around the city.

Mr. Maiworm reviewed the current and future construction projects such as the Water treatment expansion and moving utility lines when roads are expanded.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 21, 2022

Mayor Murry asked about funding to update Bishop Field. Deputy City Manager Davidoff explained that it is always in the five year plan but will usually get moved for another project due to funding.

City Manager Bulthuis explained that departments submit their requests prior to budget and then when they look over funding there are things that are not able to be funded to meet the budget for that year.

Police Department

Police Chief Broadway presented the organizational chart and stated that there are currently six vacancies that the Police Department hopes can be reduced by October.

Mayor Murry inquired about the pay increase and if that helped in hiring officers. Chief Broadway explained that in that same time frame, Lake County along with other cities had also increased pay so the city may see the union coming forward for higher pay.

Chief Broadway broke down statistics from 2021 to 2022. Discussion was had about crime and traffic crashes. Chief Broadway gave the times of day that most of the traffic crashes happened and Mayor Murry asked for the statistics of the amount of crashes that involved alcohol and the ages of the drivers.

Chief Broadway discussed the priorities for 2022 along with the goals and strategies of the department, what they have done to get where they want to be. The department uses community policing and programs to reduce crime.

Discussion ensued regarding motorcycle and pedestrian safety along with golf cart use within the city.

Chief Broadway spoke on the challenges the department faces. Those are accreditation, Wellness Way, recruiting and hiring. There was discussion regarding patrolling Wellness Way, once roads are in officers will be patrolling the area. The department currently breaks the city into six zones for patrolling, Wellness Way will likely add two more zones to patrol. Mayor Murry asked how much man power Wellness Way will need, there is discussion ongoing to possibly add another district. Staff is currently looking at population growth and the possibility of needing ten officers assigned there in about five years.

There was discussion about the hiring event held at the Police Department and that Orlando followed suit with a hiring event.

Current and future projects were discussed which include LPR's, starchase gps devices and drones. They spoke about the cost of the projects along with what benefit the city has from using the tools.

Mr. Bulthuis asked Council what they would like to do with the old Public Services property. The consensus from Council was to keep the property. The city having its own training facility was discussed and each Council Member gave their thoughts on using the property for Police and Fire to train. The consensus from Council is to keep and maintain the property for a Police and Fire training facility and the property can be expanded and built up over time.

Discussion was had regarding funding a facility for the Sea Cadet program. Council's decision was that they would not help fund a facility but would research letting the program possibly place a manufactured building on city property.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 21, 2022

City Manager Bulthuis spoke about how traffic operates at Waterfront Park and how to control the flow of vehicles through the parking area. There was discussion on charging for parking or putting a gate at the entrance and when the lot is full to close the gate until spots open.

Council had a discussion on the number of people at Waterfront Park on the weekends and the trash that is being left. Council came to a consensus to try barricades at the entrances to the parking lot and observe the flow of traffic to see if that makes a difference before moving forward with something permanent.

Mr. Bulthuis brought up the state law that that came into effect that can prohibit smoking in the parks and at the beach. Council discussed and decided to leave it as is with the signs that are currently in place.

CLOSING COMMENTS

City Manager Bulthuis spoke about the upcoming budget meetings and that the dates may change.

Mr. Bulthuis also gave an update on VP Development and Art District settlement agreement. In process of doing the title work and allocating easements. Looking at a goal of 30 to 45 days to close everything. Mr. Bulthuis gave the go ahead for City Attorney Mantzaris to make an offer to purchase the DeHoya property and will update Council once they receive a response.

ADJOURN: With no further comments, this workshop adjourned at 10:18pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																						
Tuesday, July 12, 2022																						
Agenda Item Name																						
Surplus Request																						
Requested Action																						
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation Department, Information Technology Department, Fire Department and Police Department and dispose of in accordance with the Purchasing Policy.																						
Staff Report																						
The Procurement Services Department, on behalf of the Parks and Recreation Department, Information Technology Department, Fire Department and Police 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>Parks and Recreation Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(240)</td> <td>Stadium Style Seats</td> </tr> </table> <u>Information Technology Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Mondo Pad</td> </tr> </table> <u>Fire Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Office Desk</td> </tr> <tr> <td>(1)</td> <td>Old Office Chair</td> </tr> </table> <u>Police Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old BizHub C360 Copier</td> </tr> <tr> <td>(14)</td> <td>Old Tasers</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(240)	Stadium Style Seats	Qty.	Property Description	(1)	Mondo Pad	Qty.	Property Description	(1)	Old Office Desk	(1)	Old Office Chair	Qty.	Property Description	(1)	Old BizHub C360 Copier	(14)	Old Tasers
Qty.	Property Description																					
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(1)	Old Office Chair																					
Qty.	Property Description																					
(1)	Old BizHub C360 Copier																					
(14)	Old Tasers																					
Additional Analysis																						
Fiscal Impact Summary																						
Surplus property is anticipated to be sold for approximately \$1,000.00																						
Fiscal Impact	Fund Number and Description	Available Budget Amount																				
Exhibits Attached (copies of original agreements)																						
1.	Parks and Recreation Disposal	Parks and Recreation Disposal.pdf																				
2.	Information Technology Disposal Form	Information Technology Disposal Form.pdf																				
3.	Fire Disposal Form	Fire Disposal Form.pdf																				



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #: N/A
Contact Person: Chris Dudeck Phone: 352-708-5997
Year / Make / Model: N/A Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property QTY 240 fixed stadium style seats

☐ 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: 6/16/22

*****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: FIRE/FIRE Property Tag #: None visible
 Contact Person: Chuck Chapman Phone: _____
 Year / Make / Model: Misc Office Equipment Vehicle No. _____
 Miles / Hours: _____ Serial / VIN: _____
 Description of Property Office desk, chairs, chair mat

☐ 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:** Serviceable items no longer needed in FD.

Director Signature: David Egell Date: 6/3/2022
DocuSigned by: David Egell

*****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: POLICE Property Tag #: _____
Contact Person: Michael McMaster Phone: 3525368402
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: A0EDO11011524
Description of Property COPY MACHINE

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

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

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

Director Signature: 

Date: 6-23-21

*****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: POLICE Property Tag #:
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: X26 AND X26P TASERS Vehicle No.
Miles / Hours: Serial / VIN: SEE ATTACHEHD
Description of Property SEVERAL TASERS

☒ 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.

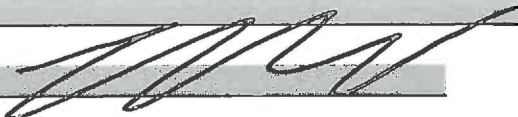
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **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: 6.24.22

*****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:



CHARLES L. BROADWAY
Police Chief



Inter Office Memorandum

TO: CHIEF BROADWAY DATE: JUNE 2022 FILE:
FROM: DEBBIE ARROYO SUBJECT: EXPIRED TASERS
ENCLOSURES: DISPOSAL FORM
CC:

HERE IS THE LIST OF THE EXPIRED TASERS TO SURPLUS.
PLEASE SEE ATTACHED DISPOSAL FORM

X26P- X1200MMW	X26-P- X12003TKA
X236- X00331954	X26- X00332062
X26P- X1200305N	X26P- X120036MD
X26- X00332760	X26P- X12003045
X26- X00649016	X26P- X12005V8R
X26P- X12001MTE	X26P- X12003553
X26- X00727436	X26- X00665904

Supervisor (Print)	Initials	Action	Comments	Date
DC J. GRACZYK				
CHIEF C. BROADWAY				

Actions: Approved / Denied, Recommended / Not Recommended, Reviewed and Forwarded, Received-No Action



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of a contract between the City of Clermont and AGH Management, LLC to provide/conduct all labor, material and equipment necessary to provide removal and installation of Bermuda grass.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action The Procurement Services Department issued a Request for Bid (RFB) number 22-027 on June 30, 2022 to receive responses from qualified respondents to remove existing sod and furnish and install Celebration Bermuda grass at Hancock Park for the City of Clermont. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Services Policy. There were two (2) responses to the RFB. The City of Clermont requested bids from qualified respondents to remove sod, grade field, test soil, and install new Celebration Bermuda sod at Hancock Park, Soccer Field 1. The approximately square foot is 90,000. Award is being recommended to responsive and responsible bidder AGH Management, LLC at the total amount of \$97,200.00 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$97,200.00 is included in the current year approved budget. Department Account Codes: Parks and Recreation - 12572-66301-72906		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 22-027 Response Tabulation	RFB 22-027 Response Tabulation.pdf	
2. RFB 22-027 Award Recommendation	RFB 22-027 Award Recommendation.pdf	



RESPONSE TABULATION

RFB 22-027, REMOVAL AND INSTALLATION OF BERMUDA GRASS
DUE DATE/TIME: JUNE 30, 2022 AT 2:00 P.M. (EST)

COMPANY NAME	ADDN. 1	ADDN. 2	TOTAL PRICE
AGH Management, LLC – Clermont, FL	Y	Y	\$97,200.00
Tenusa Inc. – Miami, FL	N	N	\$188,100.00

- Addenda were not mandatory submittals with bid response.



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
JUNE 30, 2022
RFB 22-027 - REMOVAL AND INSTALLATION OF BERMUDA GRASS

Based on the results of the bid submittals, the Procurement Services Department is recommending award to the lowest responsive and responsible bidder, AGH Management, LLC, in the total price of \$97,200.00.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Requesting approval of bid award and contract between the City of Clermont and Step One Automotive FD CW LLC d/b/a Ford Crestview to provide two (2) half-ton trucks. A budget amendment in the amount of \$78,688 from reserves is being requested.		
Staff Report		
The Procurement Services Department and the Building Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 22-026 on June 30, 2022 to receive responses from qualified respondents for the purchase of two half-ton trucks for the City of Clermont. The RFB was fully completed, advertised, and complies with the City of Clermont Procurement Services Policy. There were two (2) responses to the RFB. The City of Clermont requested bids from qualified respondents for the purchase of two (2) half-ton trucks for the Buildings Services Department. Award is being recommended to the responsive and responsible bidder Step One Automotive FD CW LLC d/b/a Ford Crestview to provide two half-ton trucks in the total amount of \$78,688 who complied with all terms, conditions, and specifications stated in the RFB. A budget amendment in the amount of \$78,688 from Building Services Reserves is being requested for the purchase of the two (2) vehicles.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not have funds budgeted for this purchase. A budget amendment to the Building Services Fund, in the amount of \$78,688 is recommended. Department Account Codes: Building Services - 11524-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFB 22-026 Award Recommendation	RFB 22-026 Award Recommendation.pdf
2.	RFB 22-026 Response Tabulation	RFB 22-026 Response Tabulation.pdf



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
JULY 5, 2022
RFB 22-026, PURCHASE OF HALF-TON TRUCKS

Based on the results of the bid submittals, the Procurement Services Department is recommending award to the lowest responsive and responsible bidder, Step One Automotive FD CW LLC d/b/a Ford Crestview, in the total price of \$78,688.00.



RESPONSE TABULATION

RFB 22-026, PURCHASE OF HALF-TON TRUCKS
DUE DATE/TIME: JUNE 30, 2022 AT 2:00 P.M. (EST)

COMPANY NAME	TOTAL PRICE
Step One Automotive FD CW LLC d/b/a Ford Crestview – Crestview, FL	\$78,688.00
Nimnicht Chevrolet Company – Jacksonville, FL	\$98,351.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Toho Water Authority Contract		
Requested Action		
Recommend to approve a piggyback contract number IFC-19-122 with the Toho Water Authority with A.C. Schultes of Florida, Inc for well services and repairs.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Toho Water Authority Contract Number IFC-19-122 titled Maintenance and Repair Services for Water Supply Wells and Well Pumps, for well services and repairs. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2206-009 to notify local vendors of the City's intent to utilize another governmental agency's 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 Toho Water Authority contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3-year agreement with renewal terms for a one (1) additional two (2) year period. Based on this, staff recommends that Council approve the piggyback of the Toho Water Authority Contract Number IFC-19-122. This contract will allow well services and repairs through a competitive bid contract. The estimated annual usage of this contract is \$100,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department and adequate funds are available in the current budget for this contract. Department: Water - 41533		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2206-009	RFI 2206-009.pdf	
2. IFC-19-122 Toho Water Authority	IFC-19-122 Toho Water Authority.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Toho Water Authority Contract for Well Services and Repairs

CONTACT INFORMATION:

Ramsey Jimenez, MPA

Senior Procurement Agent

EMAIL: rjimenez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2206-009**

ISSUED DATE: June 27, 2022

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: July 5, 2022 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 seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: A.C. Schultes of Florida, Inc.

(c) Contract Number and Title: IFB-19-122 - Maintenance and Repair Services for Water Supply Wells and Well Pump

(d) Length of Contract: March 1, 2020 - February 28, 2023 one (1) additional two (2) year term.

(e) Product or Service Provided: Well Maintenance and Repairs

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.



951 Martin Luther King Boulevard, Kissimmee, FL

www.tohowater.com 407.944.5000

Clarence L. Thacker
CHAIRMAN
Supervisor #2

Domingo Sanchez
VICE CHAIRMAN
Supervisor #1

William "Bill" Land
SECRETARY
Supervisor #5

Hector Lizasuain
Supervisor #3

Jim Swan
Supervisor #4

Ex-Officio Board Members:
Cheryl Grieb - Osceola County
Jim Fisher - City of Kissimmee
Rick Wilson - Polk County

Todd P. Swingle
Executive Director

Michael W. Sweeney
Deputy Executive Director

Anthony J. Cotter
General Counsel

Nilsa C. Díaz
Executive Assistant

BOARD MEETING ACTION SUMMARY

WEDNESDAY, DECEMBER 18, 2019 @ 5:00 PM

- 1. Meeting called to order**
- 2. A. Moment of Silent Reflection
B. Pledge of Allegiance**
- 3. Approval of the Agenda - (After Chairman Thacker advised that there would be change in the order of the discussion of the Agenda, the Agenda was approved 3 to 0.)**
- 4. Awards and Presentations:**
 - 4A. Employee Retirement – Helen Deem
- 5. Public Hearing:**
 - 5A. A Resolution of the Board of Supervisors of the Tohopekaliga Water Authority electing to use the uniform method of collecting non-ad valorem assessments levied in all or part of the service area of the Tohopekaliga Water Authority; stating a need for such levy; providing for the mailing of this Resolution; and providing an Effective Date. (Resolution 2019-005) (Cotter) **(Approved 3 to 0)**
- 6. Hear the Audience**
- 7. Consent Agenda (After removal of Item 7R for discussion, the Consent Agenda was approved 3 to 0)**

The Consent Agenda is a technique designed to expedite handling of routine and miscellaneous business of the Board of Supervisors. The Board of Supervisors in one motion may adopt the entire Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for debate.

- 7A. Request Board approval of the meeting minutes from the TWA Board of Supervisors' Regular Meeting of November 13, 2019 (Diaz)
- 7B. Request Board approval of a contract with Reiss Engineering, Inc. for the Potable Water Master Plan (Ratliff) (Costs: Total

Costs: Initial scope of services proposal in the amount of \$341,278. Additional services, if required, related to the solicitation will be awarded in accordance with the procurement policy including Board approval of additional services exceeding \$100,000.)

- 7C. Request Board approval of Engagement letters; Increase in Hourly Rate (Cotter) (Costs: Legal services rendered will increase by approximately 10% for Akerman and 18% for Gray Robinson.)
- 7D. Request Board approval of an addendum with Garney Companies, Inc. for the construction of the Southwest Water Treatment Plant 30-inch raw water main replacement at the plant entrance (Ratliff) (Costs: The requested approval is \$497,090, including a 10% contingency for \$45,190. A 10% contingency is requested due to potential high costs associated with large diameter pipe.)
- 7E. Request Board approval of lift station no. 15 rehabilitation construction contract (Eversole) (Costs: Construction contract award = \$293,940.00, requested contingency (10%) = \$29,400; Total not-to-exceed approval amount = \$323,340.)
- 7F. Request Board approval of Parkway Water Treatment Plant Disinfection byproduct mitigation basis of design scope approval (Eversole) (Costs: \$44,116 (Additional funding) \$239,660 (Project total-to-date.)
- 7G. Request Board approval to award construction contract to Cathcart Construction Company for the Bass Road lift station (LS219) modification project (IFB 19-116) (Matos) (Costs: \$782,153.14 (\$744,907.75 plus a 5% contingency of \$37,245.39.)
- 7H. Request Board approval of a utility construction reimbursement agreement relating to Bobcat Road Water Main Extension Project (Zhou) (Costs: The estimated cost for TWA's share is approximately \$270,000. The final cost will be calculated based on the low bid award.)
- 7-I. Request Board approval of the selection of Tetra Tech to provide consulting services for the Western Reuse Storage and Pumping Facility final design and construction. (Beatty)
- 7J. Request Board approval of a consulting services Agreement and Proposal with Tetra Tech, Inc. for the Western Reuse

- Storage and Pumping Facility final design and construction services. (Beatty) (Costs: \$167,888 for consulting services.)
- 7K Request Board approval of an Amendment to Developer's Service Agreement for the Cane Island development. (Anthony)
- 7L Request Board approval to advertise fees and charges for enhanced utility locate services. (Henderson) (Costs: \$3,000.)
- 7M Request Board approval of Stoneybrook Fox Property Developer's Service Agreement including reimbursement request extensions for water, gravity sewer, and reclaim mains related to the Stoneybrook Fox Development (George) (Costs: \$1,053,997.60 + \$52,699.88 (5% contingency for the upsizing costs and engineering cost.)
- 7N Request Board approval of Neo Square Apartments Developer's Service Agreement (George)
- 7-O Request Board approval of a Water and Wastewater Capacity Adjustment Agreement with PRM NeoCity/Kissimmee Owner, LLC. (Pelham) (Costs: No costs associated with this item at this time; up to \$497,067 December 2025.)
- 7P Request Board approval of Design, Permitting, and Construction Administration services for priority gravity sewer rehabilitation projects (Noyes) (Costs: The time and materials (not to exceed) cost of this addendum is \$187,920.)
- 7Q Request Board approval to authorize the Executive Director to award the construction contract for the Boggy Creek Road/Narcoosee Road 24-inch water main extension project. Contract will exceed Executive Director's \$100,000 approval limit. (Matos) (Costs: Estimated at \$3,900,000.00)
- 7R Request Board approval of CM Arrington & Associates scope of design services for the Tropical Park fire suppression improvements project. (Matos) (Costs: \$219,599.85) **(Approved 3 to 0)**
- 7S Request Board approval of Addendum to Consulting Services Agreement with Tetra Tech, Inc. to provide WIFIA compliance and construction administration services for work awarded under the gravity sewer manhole rehabilitation three year continuing contract (Noyes) (Costs: The time and materials (not to exceed) cost of this scope of work is \$452,543 over the three year continuing manhole rehabilitation contract term.)

- 7T. Request Board approval of award to A.C. Schultes of Florida, Inc. for maintenance and repair services for water supply wells and well pumps (IFB-19-122) (Holmes) (Costs: Total not-to-exceed amount of \$\$489,580 for the three-year term.)
- 7U. Request Board approval to award Classification and Compensation Study Services to Management Advisory Group International, Inc. (RFP-19-117) (Holmes/Martinez) (Costs: Less than \$100,000 including contingency.)
- 7V. Request Board approval of December Asset Disposal (Holmes)

8. Informational Presentations:

- 8A. Administration building first floor lobby modifications and the Brian L. Wheeler Water Resources Center signage options (Ratliff) (Costs: No costs associated with this item.)
- 8B. Private Development Activity Presentation (Biron)
- 8C. Required Communication by the Independent Auditors (Henderson)
- 8D. Financial Overview of WIFIA Financing (Henderson)

9. Unfinished Business: None

10. New Business:

- 10A. Approval of the TWA Board Meeting Schedule for 2020 (McArdelle/Diaz) **(Approved 3 to 0)**
- 10B. Surplus of Real Property (Cotter) **(Approved 3 to 0)**

11. Staff Reports:

- 11A. Bid results report to Board for the Indian Ridge Reuse supplement facility pump replacement electrical improvements project (Zhou) (Costs: \$100,045 including 10% contingency.)
- 11B. Executed and recorded DSA's from August 28 through November 27, 2019 (Biron)
- 11C. Gravity Sewer, Force Main, and Water Main Emergency Repairs Status (Pelham)

11D. Construction Contingency Status Report (Pelham)

11E. Major Project Summaries (Pelham)

12. Board Officials, Executive Director, General Counsel

13. Upcoming Events:

December 19, 2019	Tree of Angels Event
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January 22, 2020	Regular TWA Board Meeting
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IFB-19-122
AGREEMENT
MAINTENANCE AND REPAIR SERVICES FOR
WATER SUPPLY WELLS AND WELL PUMPS

THIS AGREEMENT is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (hereinafter referred to as the "AUTHORITY" or "TWA") and A.C. SCHULTES OF FLORIDA, INC., 11865 U.S. Highway 41, South, Gibsonton, Florida 33534 (hereinafter referred to as the "CONTRACTOR").

WITNESETH:

WHEREAS, the AUTHORITY has competitively solicited for the maintenance and repair of water supply well and well pumps pursuant to IFB-19-122; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. **TERM.**

The term of this Agreement shall become effective on March 1, 2020 and continue through February 28, 2023. The contract may be renewed, subject to written notice of agreement, for one (1) additional two (2) year period.

SECTION 2. **SCOPE OF SERVICES.**

The Contractor shall provide services and accessories listed in **Exhibit 'A,'** which is attached hereto and incorporated herein.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or

against, the AUTHORITY, or any property owned by the AUTHORITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement shall be in accordance with the unit prices listed in Exhibit 'A,' attached hereto, and shall not exceed Four Hundred Eighty-Nine Thousand Five Hundred Eighty Dollars (\$489,580) for the term of the Agreement.
- B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the

AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.
 3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The CONTRACTOR shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.

SECTION 10.

AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11.

DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit 'A' - Solicitation document and original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit 'A,' the provisions of the Agreement shall take precedence.

SECTION 12. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. **PUBLIC RECORDS COMPLIANCE.**

- A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

**Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com**

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:**

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service; and

- 2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
- 5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the

time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
 Attention: Procurement Services (Warehouse)
 1628 S. John Young Parkway
 Kissimmee, Florida 34741

CONTRACTOR: A.C. Schultes of Florida, Inc.
 11865 U.S. Highway 41, South
 Gibsonton, Florida 33534

SECTION 25. **MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Robert Newberry, Water Supervisor
Treatment Operations Department
Toho Water Authority
2706 N. John Young Pkwy.
Kissimmee, Florida 34741
Phone: 407-944-3826
Email: rnewberry@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Greg Schultes, Vice President
A.C. Schultes of Florida, Inc.
11865 U.S. Highway 41, South
Gibson, Florida 33534
Phone: 813-741-3010
Email: greg.acsfl@verizon.net

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 18th day of December, 2019.

A.C. SCHULTES OF FLORIDA, INC.

By: [Signature]
Print Name: Gregory Schultes
Title: Vice President

Attest: [Signature]
Print Name: Tim Schultes
Address: 11865 U.S. Hwy 41 South
Gibson FL 33534

**TOHOPEKALIGA WATER
AUTHORITY**

By: [Signature]
Print Name: Clarence L. Thacker
Title: Board of Supervisors Chairperson

Attest: [Signature]
Print Name: Nilsa C. Diaz
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

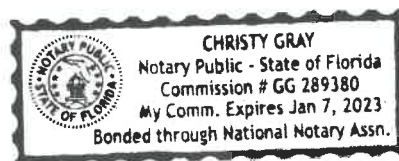
STATE OF Florida
AUTHORITY OF Hillsborough

The foregoing instrument was executed before me this 13th day of December, 2019, by Gregory Schultes as Vice President of A.C. Schultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Signature: [Signature]
Print Name: Christy Gray

NOTARY PUBLIC, State of Florida

My Commission Expires: 1/7/2023



(Stamp)

INVITATION FOR BID

BID TITLE:

MAINTENANCE AND REPAIR
SERVICES FOR WATER SUPPLY
WELLS AND WELL PUMPS

BID NO:

IFB-19-122

ISSUE DATE:

OCTOBER 11, 2019



SUBMIT BID TO:

Toho Water Authority
Procurement Services
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTACT PERSON:

Terry Park
Procurement Services

EMAIL ADDRESS:

procurement@tohowater.com

(**Directions:** From 192, take John Young Parkway south; turn right onto Mohawk Drive just south of RaceTrac; continue straight onto Toho Water Authority's property to the stop sign, then turn right; follow signs to Warehouse Building.)

PHONE:

(407) 944-5180

FAX:

(407) 931-4308

NON-MANDATORY SITE VISITS:

North Bermuda Water Treatment Plant
2706 N. John Young Parkway
Kissimmee, FL 34741

Tuesday, October 22, 2019
9:00 a.m. - 12:00 p.m.

DEADLINE FOR WRITTEN QUESTIONS:

Monday, October 28, 2019 at 5:00 p.m.

BID DUE:

THURSDAY, NOVEMBER 7, 2019 AT 2:00 P.M.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY
PROPERTIES.**

**IFB-19-122
MAINTENANCE & REPAIR SERVICES
FOR WATER SUPPLY WELLS & WELL PUMPS
TABLE OF CONTENTS**

Sections

	Section	Page
General Terms and Conditions	1	3 - 12
Instructions to Bidder	2	13 - 16
Scope of Services and Technical Requirements	3	17 -24
Special Terms and Conditions	4	24 - 26
Submittal Requirements	5	27
Bid Form	6	28 - 30

Attachments

	Attachment	Page
“No-Bid” Response Form	A	31
Drug Free Workplace Form	B	32
References	C	33 - 34
Solicitation Response Identification Label	D	35

Exhibits

	Exhibit	Page
TWA Water Supply Wells Data Sheet	1	36
Intercession City Survey Report	2	37

SECTION 1
GENERAL TERMS AND CONDITIONS
PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.
- 1.5 BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
 - b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
 - c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
 - d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
- a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
 - c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.
- 1.8 ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.
- 1.9 IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment D) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.

- b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
- c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
- d. BID – a price and terms quote received in response to an IFB.
- e. PROPOSAL – a proposal received in response to an RFP or RFQ.
- f. BIDDER – person or firm submitting a Bid.
- g. OFFEROR – person or firm submitting a Proposal.
- h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
- i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
- j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
- k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
- l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

- 3.1 BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals.

PART IV - BIDDING AND AWARD PROCEDURES

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or

Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

- a. the ability, capacity and skill of the Bidder or Offeror to perform as required
- b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
- d. the quality of past performance by the Bidder or Offeror
- e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
- f. the sufficiency of the Bidder's or Offeror's financial resources
- g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
- h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
- i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

- 4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
- 4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.
- 4.4 PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 4.5 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt.

The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages, including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A, or better, by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification

of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

- 6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.
- 6.7 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or

alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 6.9 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 7.6 REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 7.7 PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
- a. purchase order number/contract number
 - b. name of article and stock number
 - c. quantity ordered
 - d. quantity shipped
 - e. quantity back ordered
 - f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 7.8 SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

- 8.1 PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.
- 8.2 DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.
- 8.3 NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.
- 8.4 NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.
- 8.5 PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to describe the requirements of the Toho Water Authority's Operations Division for maintenance and repair services, to include emergency and non-emergency, for water supply wells and well pumps on an as-needed basis at various sites throughout the Authority's service area.

2.2 PARTIES DEFINED

- A. The term "Authority" used in the bid documents refers to Toho Water Authority.
- B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.
- C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 NON-MANDATORY SITE VISITS

A non-mandatory site tour will be held on **Tuesday, October 22, 2019 at 9:00 a.m.** beginning at the **Toho Water Authority's North Bermuda Water Treatment Plant located at 2706 N. John Young Parkway, Kissimmee, FL 34741. Various wells will be viewed over a period of approximately 3 hours. To insure that all questions are properly understood and responded to, questions concerning the procurement process, specifications, etc., will not be accepted during the site visit.** All questions must be submitted in writing by the deadline specified on the cover sheet. In any event and in all circumstances, prospective bidders cannot rely upon information obtained during the conference for purposes of submitting a bid in response to this solicitation. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

2.4 CLARIFICATION OF REQUIREMENTS

The deadline for submitting questions regarding clarification or interpretation of this solicitation is shown on the cover sheet. Requests shall be addressed to procurement@tohowater.com in the Procurement Services Department **in writing via email with the Solicitation Number and Title referenced in the subject line. Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

- A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

- B. Each Bidder shall submit one (1) original of the bid submittal. The submittal shall also include a copy on a CD or memory stick containing the entire bid formatted to be searchable with Microsoft software or Adobe PDF software.
- C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date

Name of Bidder

Street

City, State, Zip Code

Attn: Procurement Services

For convenience, a label to provide this information is included as an attachment to this solicitation.

- D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).
- E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.14 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.15 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.16 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the renewal period.

2.17 ADDENDA TO THE SOLICITATION

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary,

the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.18 RECEIPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.19 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.20 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.21 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.22 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials") may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.23 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.24 REFERENCES

Each Bidder must submit three (3) references with the bid (**See Attachment D, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past five (5) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 GENERAL

The Toho Water Authority ("TWA") is soliciting sealed competitive bids from licensed, experienced Contractors to perform testing, maintenance, and repair services, to include emergency and non-emergency, for water supply wells and well pumps. The bid prices shall include all equipment, labor, materials, permit(s), freight, and required insurance to cover the completed work as specified herein.

- A. By submitting a bid for this project, the Contractor agrees to be on-call for emergencies and available to work overtime, weekends, holidays, etc., as required to return the water supply well(s) back into service.
- B. The location and number of the water supply wells are described on the attached Exhibit 1, Well Data Sheet. The Contractor shall visit each site and be familiar with any site conditions that may influence specific job functions. The Contractor shall be responsible for restoring any fencing, paving, grass, etc., that was removed or damaged by Contractor's repair operations.
- C. The Contractor shall obtain all State, County, and City permits as required to complete the repairs to the wells. The Contractor shall furnish TWA with a copy of all permits prior to beginning work on a well repair project.
- D. The Contractor shall guarantee the water supply well to product water at the rated capacity if pulled and repaired, unless TWA directs the Contractor to omit repairs that would restore the pumping capacity.
- E. Bidder/Contractor must be a licensed and insured well drilling Contractor in the State of Florida.
- F. The Contractor shall be responsible for performing all work. Absolutely no subcontracting of any repair shall be allowed.
- G. Bidder/Contractor must have 5+ years of experience in construction, repair, and maintenance in the field of public water supply wells with casing 12" to 24" and including well pumps.

3.2 SCOPE OF WORK

A. PRE-PERFORMANCE TESTING

The Contractor shall perform and complete specified tests on each of the TWA's potable water supply wells on a yearly basis or as required by the Authority. Yearly testing shall consist of standard tests on each well to determine the current operating condition. The Contractor shall provide all necessary labor, equipment, and materials required to perform the specified tests. The Contractor shall assume all wells are operational and can be retrofitted to perform the following tests:

- 1. Vibration Tests: The Contractor shall complete vibration testing on each pump. The vibration tests shall be completed with the well operating at the rated capacity, at 50% of the rated capacity, and at 75% of the rated capacity. The test results shall be chart recorded and a copy of the chart included in the report. The resulting amplitude shall be noted and compared to manufacturer's tolerances for vibration amplitude.
- 2. Pumping Tests: The Contractor shall measure and record the following information by completing, at a minimum, a 4-hour pump test on the well.
 - a. Static Water Level – to be measured with the well have been off for 12 hours.
 - b. Shutoff Head – Operate the well at zero discharge.
 - c. Operate well at constant rated capacity of well and pump to discharge.

- d. Record drawdown readings at 10 minutes, 30 minutes, 1 hour, 2 hours, 3 hours, and 4 hours. Recovery measurements shall also be recorded for 3 hours.
- e. Record all nameplate data off the new pump, if applicable.

The Contractor shall be responsible for the handling and off-site disposal of the pump-to-waste water. The Contractor shall also furnish a bound report upon the completion of testing of all TWA water supply wells. Field reports shall be typed and signed by the technician completing the tests. Each well shall be tabbed and separated in the bound report.

B. WELL PUMP INSPECTION

As required by TWA, the Contractor shall pull the selected well pump for inspection. The work includes furnishing all labor and equipment for pulling the pump, disassembly as required for detailed inspection, cleaning pump, removing oil from well, written report of findings, reassembly, resetting the pump, and restoring the well back into operation shall be completed within three (3) weeks following receipt of the purchase order provided no repairs are made to the pump, column, and assembly.

C. REPAIRS AND MAINTENANCE

When the pump and/or motor has been pulled, disassembled, and inspected, the Contractor shall make a determination of the requirement or recommendation for replacement parts to restore the well to its original capacity and insure operational longevity. In addition to the contractor's equipment, if rental equipment is required, cost shall not exceed cost + 10% mark-up.

If the cost of repairs that are in excess of \$5,000 is equal to or exceeds 65% of the cost of new, replacement equipment, the cost of the new equipment shall be included with the project repair quote. Three competitive quotes are to be obtained and the equipment purchased from the lowest bidder. Contractor shall provide proof of competitive bidding for any proposed new equipment. The Authority will then determine if it is in the best interest of the Authority to purchase the new equipment or approve the needed repairs.

Additional associated work may be required in the process of the repair and/or maintenance of the well pump and/or motor. This shall include concrete and/or grout work, welding, and repair or replacement of any interconnected appurtenance, to include:

- Pipe spools
- Flexible Couplings
- Solenoid valves
- Check Valves
- ARVs
- Sample ports
- Pressure gauges
- Gate valves
- Flush ports
- Concrete pedestals
- Well slabs
- Pipe support pedestals

D. WELL ABANDONMENT AND DEMOLITION

The Contractor shall abandon wells as required by regulatory agencies when requested by the Authority's representative. Well abandonment is accomplished by filling the well holes with clay pellets that congeal once wet, followed by grout to fill and seal the casing so that no water or dirt can penetrate the well hole. See Exhibit 2 for well details.

The Contractor shall demolish well pumping equipment and appurtenances when requested by the Authority. If rental equipment is required for this work, cost shall not exceed cost + 10% mark-up. The Contractor shall obtain any required permits. The Contractor shall also successfully complete required inspections for completion of this work and haul away the debris.

E. DISINFECTION OF THE WELL

In accordance with DEP standards, the well is to be cleaned and flushed of all debris and oil prior to pump reinstallation. In addition, the pump, column pipe, oil tubing, airline, etc., shall be cleaned prior to assembly and reinstallation in the well. After resetting pump, column, etc., the entire well shall be chlorinated with a solution of such volume and strength that a concentration of 50 ppm free chlorine residual is obtained throughout the entire well and the solution shall remain in the well for a period of 24 hours. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall notify TWA so that TWA can begin sampling the well in accordance with DEP requirements.

During the sampling period, if the bacteriological tests fall in accordance with DEP guidelines, the Contractor shall return to the site for re-chlorination of the well. The re-chlorination procedure shall consist of a chlorine solution that will produce a concentration of 100 ppm free chlorine residual throughout the entire well. The solution shall remain in the well for 24 hours, and the Contractor shall surge the well every four (4) hours to make sure all components of the well pump, etc., have been properly chlorinated. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall again notify TWA so that TWA can begin sampling the well in accordance with DEP requirements. This will conclude the Contractor's obligation regarding the pay item of well disinfection. Any additional disinfection or restoration procedures will be paid for at the hourly rate quoted in the bid, plus materials.

F. POST-PERFORMANCE TESTING

After being restored to operation and cleared for use by FDEP, the well shall be tested in accordance with the requirements of Section 3.2, Paragraph A, Pre-Performance Testing. If tests indicate the well has not been restored to its normal rated capacity, the Contractor shall advise TWA in writing. TWA will evaluate the report and determine if the contract has been adhered to and report same to the Contractor. If the repair work was considered to be the problem, or if excessive vibration exists, the Contractor will be required to complete corrective work at no additional cost to TWA. Upon completion of the corrective work and satisfactory post-performance testing, the Contractor shall submit a copy of the final testing report to TWA.

G. CASING INSPECTION AND CLEANING

When ordered by TWA, the Contractor shall provide all labor, materials, and equipment to properly clean and video the well casing and borehole and/or screens. Prior to the well video, the Contractor shall clean the well casing with tools and chemical agents to remove encrustation from the well casing. After removing encrustation from the casing, the well shall be pumped clean of all loose debris. This procedure shall be followed by the installation of a pump into the well so that the video is recorded with the well being pumped. The video equipment shall include a mirror and lighting head allowing 360 degrees sideways viewing. Tilt control, zoom lenses, and tilt angle is also preferred so that the well casing can be closely inspected for failures at weld seams or punctures in the casing. A copy of the completed video shall be provided to TWA.

3.3 NEW REPLACEMENT MATERIALS

A. PUMP HEAD

The pump head shall be of extra heavy-duty construction throughout and of sufficient size to properly support the column, bowl, and driver. It shall be of cast iron construction, fitted with a flanged outlet connection and equipped with an extra heavy separate, machines, cast iron baseplate. The head shall also be equipped with a one-half (1/2) gallon automatic solenoid lubricator and heavy combination stuffing

box and oil tubing tension casting which shall make up with a resulting butt joint to the shaft protecting tubing to insure proper tension on the line shaft tubing at all times. The entire stuffing box assembly shall be locked so that the tension cannot be reduced by any vibration.

B. DISCHARGE COLUMN

The discharge column shall be of the diameter as indicated on the Well Data Sheets and in standard 10 foot lengths with either screw coupled or flanged connections and shall contain a supporting spider for the oil tubing at each point 10 feet apart. The screw coupling shall be a heavy cast iron combination coupling and spider and shall be integrally cast in one piece. The flanged connection shall be a heavy cast iron flange, threaded, bored, and faced for accurate alignment and centering of the heavy cast bronze alignment and centering of the 4 heavy cast bronze alignment spider. The line shaft shall be made from high carbon steel, turned, ground, and polished. The line shaft shall match the existing line shaft as shown on the Well Data Sheets and shall be run in bronze bearings spaced not over five (5) feet apart. The shaft protective tubing shall be constructed of heavy tubing, and the ends shall be machined to ensure a water tight joint when bathed together. The discharge column shaft shall be oil lubricated and sufficient column shall be furnished to provide a minimum submergence of thirty (30) feet below the pumping level. The Contractor shall note that several wells may be water lubricated.

The column pipe and shaft tubing shall be coated with an epoxy coating, inside and outside, to protect the pipe from excessive corrosion. The pipe shall be properly cleaned by sandblasting to near white metal prior to applying the protective coating. The epoxy coating shall be applied at a thickness of 10 mils (dry) and be equal to or better than Resi-Weld 72-20 epoxy coating. The Contractor shall submit data on the type of coating and dry film thickness prior to installation of column pipe and shaft tubing.

C. PUMP BOWL

The pump bowl outer shell shall be made of cast iron. The impeller, wear rings, and bushings shall be made of low-zinc bronze, and the pump bowl shall be designed to operate in accordance with the pumping conditions as specified. The impeller shaft shall be stainless steel and of sufficient size to carry the full load of the impellers. Each stage shall be fitted with a removable wear ring, and the impellers shall be of the fully-enclosed type, non-overloading, and so designed that the motor will not be overloaded, nor the pump break suction in the event the above-ground head is removed.

D. AIR TUBING

New air tubing shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl. The air tubing shall be 3/8" red brass pipeline and secured to the pump column for stability.

E. STILLING WELL

A SCHD 80 perforated 1" PVC pipe shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl and secured to pump column for stability. Entry point from the well-head will be configured in such a way as to allow removal/replacement of submersible transducer.

3.4 PROCEDURES

A. AUTHORIZATION

Services to be furnished under contract shall be ordered by the authorized TWA official or his/her designee. The Contractor is required to mobilize and arrive on site within four (4) hours of notification to remove nonfunctioning equipment and install available replacement equipment to restore well to service as soon as possible. The Contractor cannot charge time for equipment that is idle on site. Charges for equipment must be accompanied by a crew.

B. NOTIFICATION

The Contractor shall notify the authorized TWA representative a minimum of three (3) working days in advance of the date and time of the annual performance testing on each well. Failure to provide the required notification may be grounds to rejection or any subsequent report of testing for that well and may

require retesting by the Contractor at no additional cost to TWA. TWA reserves the right to pre-determine an order of the wells to be tested so that the system operation is not adversely impacted.

C. REPORTING

The report of tests on each well shall include all items specified. The report shall be structured in three (3) divisions:

1. Date and time of testing, personnel involved, and conditions encountered;
2. Test results for each item;
3. Contractor's recommendations for further inspection, maintenance and repair, and/or chemical restoration necessary to restore the well to original operating capacity.

Reports for each well shall be submitted within fifteen (15) working days from the completion of testing for that well. An interim report of the results of static level and draw-down tests only shall be submitted to TWA within five (5) working days from the completion of each test.

D. EQUIPMENT AND PUMP PULLING

Equipment used for pulling the well pumps shall be specifically designed for this work. Adequate precautions shall be taken to prevent damage to the pump, column, shaft, oil tubing, air line, suction pipe, etc., during removal, disassembly, and resetting. The Contractor shall provide wood blocks to store all removed equipment to limit exposure to soil contamination. Damage to TWA property that is the fault of the Contractor shall be repaired or replaced, if necessary, at no cost to TWA.

E. MATERIALS COMPATIBILITY

All new parts shall be in accordance with Specifications unless compatibility requires parts replacement to match original parts.

F. DOWN-TIME

Down-time for wells shall be limited to a maximum of three (3) weeks, except by prior approval of TWA where procurement time for approved renewal parts, which are not stock items, require time extension or where circumstances beyond the control of the Contractor requires a time extension. Down-time exceeding three (3) weeks, approved by TWA for reasons beyond the Contractor's control, may require reassembly and resetting the pump and restoring the well to operation until such time that all replacement parts are on hand or TWA may consider a substitute well pump for temporary use. When all replacement parts are on hand, the pump shall be re-pulled and maintenance completed as specified at no additional cost to TWA. To facilitate timely service, the Contractor shall have ample standard replacement parts on hand or immediately available.

3.5 QUOTES

A. Quotes for repairs, installation, and/or maintenance:

1. The Authority will request a written quote from the Contractor for each project. The quote shall be based on the Contractor and the Authority's assessment of necessary repairs. **The Contractor's quote shall be based on hourly prices submitted in their bid and materials cost plus markup percentage submitted in bid, and shall be provided within three (3) business days following evaluation of equipment.** If the Authority agrees with the quote, a purchase order will be issued to the Contractor. The Contractor shall then commence work and proceed in accordance with the approved schedule. Payment for each project shall be based on actual quantities used and hourly prices from the bid, as approved by the Authority.
2. The approved quote amount on any individual work order shall be the maximum compensation payable to the Contractor for that work order. The work order price may only be changed for altered quantities authorized by the Authority. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the Authority in writing within three (3) business days of the occurrence of the event giving rise to the claim.

- B. If the cost of repairs that are in excess of \$5,000 equals or exceeds 65% of the cost of a new pump, the cost of a new pump shall be included with the project quote. The Authority will then determine if it is in the best interest of the Authority to purchase a new pump or approve the repairs needed.
- C. If the Authority decides to purchase a new pump, the old pump will be returned to the Authority for salvaging of useable parts.

3.6 CONTRACTOR'S EQUIPMENT

A detailed list of the Contractor's equipment, including model and year, shall be submitted with the Contractor's bid. Examples of list include any vehicles, trucks/cranes, video equipment, and other essential equipment necessary to complete repairs. The Authority reserves the right to independently check equipment. The Contractor's equipment shall be maintained as to minimize the amount of down time.

3.7 HOURLY RATES

- A. Business Hours – The Contractor shall provide a fixed hourly rate for work done during regular business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding Authority holidays.
- B. After Hours/Emergency Services: The Contractor shall provide a fixed hourly rate for work done outside of the regular Business Hours above (evenings, weekends, holidays, and emergencies). The Contractor shall have the ability to receive emergency notifications twenty-four (24) hours per day, seven (7) days per week. The Authority reserves the following holiday schedule:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas

The Contractor shall provide the name of the contact person and phone number for emergency contact in the space provided on the bid form. Once the Authority issues a call for emergency service, the Contractor must be able to reach the site of the emergency within **four (4) hours**, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency services and after-hours services must be authorized by an Authority representative. **The Authority shall accept no proposal with a minimum charge stipulation.**

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly but is overhead and all costs shall be included in the fixed hourly rates.

3.8 PUBLIC EMERGENCIES

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Toho Water Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens within the Authority's service area are protected from any emergency situation that threatens public health and safety as determined by the Authority. The Bidder agrees to rent/sell/lease all goods and services to the Authority or governmental entities on a "First Priority" basis. The Authority expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the Authority with products and/or services not under the awarded Agreement, the Authority expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

3.9 CONTRACTOR POINT OF CONTACT

The Contractor shall provide the Authority with a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements stated in this Contract.

3.10 REPAIRED EQUIPMENT WARRANTY

The Contractor shall fully warrant all NEW equipment furnished hereunder against defect in materials and workmanship for a period of five (5) years from the date of repair OR 10,000 hours after delivery and acceptance by the Authority. The warranty must include seals, sensors, bearings, and rewinds of the repaired equipment. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the Authority, immediately upon written notice from the Authority.

The Contractor shall fully warrant all parts for a period of one (1) year from delivery and acceptance in accordance with manufacturer's warranty

The Contractor shall fully warrant all repairs against defects in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All warranty provisions of the Uniform Commercial Code (UCC) shall additionally apply.

3.11 EQUIPMENT REQUIREMENTS

- A. Unavoidable Degradation: During the course of repair, if any damage is found which cannot be fully repaired, the Authority's approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, the Authority's approval is required before proceeding.
- B. Operating Environment: If the pump operates in severe environmental conditions, it will be indicated on the accompanying Quote. No repair methods or materials may be used which make the equipment more vulnerable to these conditions than it was as originally built.

3.12 DOCUMENTATION

The Contractor will keep a copy of the Quote and Final Invoice in their file for a particular job for up to three (3) years from date of delivery.

3.13 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.14 LICENSES

Bidder to submit with bid copies of all required license(s), including an Osceola County Local Business Tax Receipt (formerly known as an Occupational License). All licenses shall have the current name and address of bidder and be current/valid at the time of bid opening and shall be maintained throughout the contract term, including extension(s), if applicable. The awarded Contractor shall comply with all Federal, State, and Local rules, regulations, and licensing requirements. Bidder may also submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

3.15 MANUALS

An operation and maintenance manual shall be delivered with each piece of new equipment and be available on CD and/or online. The cost of the manual shall be included in the unit price.

3.16 STAFFING REQUIREMENTS

At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years. Technicians shall be in the Contractor's employment at the time of the Contractor submitting their bid.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, nor joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com.

The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. Worker's Compensation: The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

B. Comprehensive General Liability: The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.

C. Comprehensive Automobile Liability: The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

D. Umbrella Liability: The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.

E. Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority’s Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority’s Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

4.8 RIGHT TO REQUIRE PERFORMANCE

The failure of the Authority at any time to require performance by the bidder of any provision thereof shall in no way affect the right of the Authority thereafter to enforce same, nor shall waiver by the Authority of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the Authority, after due written notice, may procure the service from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Authority may have.

4.9 ESTIMATED EXPENDITURE

Due to unpredictable needs, the Authority is unable to provide an exact usage amount for any item. A wide variance in actual expenditures can be expected due to “as-needed” or “emergency” situations. Therefore, no guarantee is given or implied as to the total quantity or dollar value of this bid. Contract award will not guarantee or obligate the Authority to a specific dollar expenditure.

END OF SECTION 4

SECTION 5

5.0 SUBMITTAL FORM REQUIREMENTS

Submit in following order:

- A. One (1) completed original and one (1) copy of bid submittal, **plus an electronic copy saved on CD (preferred) or memory stick**
- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may cause for the Bid to be considered non-responsive.**
- C. Drug Free Workplace Certification
- D. List at least three (3) recent references where the proposed product or service has been used within the past 5 years on the Reference Form
- E. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The Authority also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contract of similar nature or who is not in a position to perform properly this award. The Authority reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing. **(Not allowed for this bid.)**

END OF SECTION 5

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



SECTION 6 REVISED BID FORM

DATE: November 6, 2019

Have you supplied all the Submittal Requirements outlined below?

- ☒ One (1) original and one (1) copy of the Bid Forms, **plus an electronic copy saved on CD or memory stick**
- ☒ Any addenda pertaining to this solicitation
- ☒ Drug Free Certification
- ☒ References (3)
- ☐ List of Possible Subcontractors (**Not allowed for this bid.**)
- ☒ Certificate(s) of Insurance (evidencing coverage as required)
- ☒ Copy of proper professional licenses or credentials including local business tax receipt
- ☒ Contractor's Equipment List per Section 3.6

Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	\$ 2,500	\$ 30,000
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble and reinstall pump, etc., back into well, including site restoration	EA	6	\$ 8,500	\$ 51,000
3	Disinfection of water supply well in accordance with Specifications	EA	12	\$ 2,200	\$ 26,400
4	Post-performance testing in accordance with specifications	EA	12	\$ 2,500	\$ 30,000
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	7,000	84,000
6	Business hourly charge for well pump handling rig & crew	HR	120	\$ 295	\$ 35,400
7	Business hourly charge for service truck and crew	HR	120	\$ 200	\$ 24,000
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	110	8,800

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
9	Business hourly geophysical logging truck & operator for water quality testing	HR	48	\$ 350	\$ 16,800
10	After Hours/Emergency hourly charge for well pump handling rig and crew	HR	24	\$ 305	\$ 7,320
11	After Hours/Emergency hourly charge for service truck and crew	HR	12	\$ 205	\$ 2,460
12	After Hours/Emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	\$ 150	\$ 900
13	Labor and materials for closure of 4" well	LUMP SUM	1	\$ 8,500	\$ 8,500
14	Labor and materials for closure of 8" well	LUMP SUM	1	\$ 14,000	\$ 14,000
15	Mechanical Integrity Testing (Packer Testing)	EA	6	\$ 25,000	\$ 150,000
	TOTAL BASE BID:				\$ 489,580.00
16	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			<u>10%</u> %

These estimated quantities are for evaluation purposes only.

All prices quotes are good for a period of 90 days.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Emergency and Non- Emergency Contact Information:

Name: Gregory Schultes

Title: Vice President

Address: 11865 US Highway South

City: Gibsonton

State: FL

Zip: 33534

Phone: 813-741-3010

Fax: 813-741-3170

Email: greg.acsfl@verizon.net

(Signature page follows)

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



☒ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: A.C. Schultes Of Florida, Inc.

Address: 11865 US Highway South

City: Gibson

State: FL

Zip: 33534

Print Name: Gregory Schultes

Title: Vice President

Telephone: 813-741-3010

Fax: 813-741-3170

Email: greg.acsfl@verizon.net

Federal Tax ID: 14-1871186

Signature: _____

Date: 11/6/2019

END OF SECTION 6

**ATTACHMENT A
"NO BID" RESPONSE FORM**

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Department
Toho Water Authority
1628 S. John Young Pkwy
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

N/A

☐ Large Business ☐ Small Business ☐ Minority Owned

Reason for no response to the solicitation:

☐ Cannot supply at this time

☐ Suitable, but engaged in other work

☐ Quantity too small

☐ Cannot meet required minimum

☐ Opening date does not allow sufficient time to complete

☐ Equivalent not presently available

☐ Other reasons or remarks: _____

Signature

Print Name

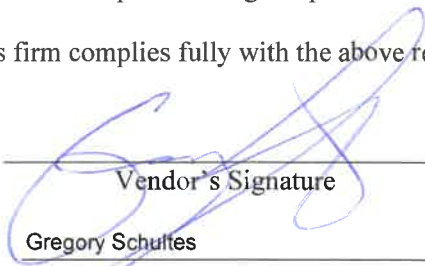
**ATTACHMENT B
DRUG FREE WORKPLACE COMPLIANCE FORM**

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

Gregory Schultes

Print Name

ATTACHMENT C REFERENCES

The following information is required in order that your Bid may be reviewed and properly evaluated.

Bidder/Contractor Company Name: A.C. Schultes of Florida, Inc.

Length of Time Company has been in Business: 16 Years

Business Address: 11865 US Hwy 41 South, Gibsonton, FL 33534

Telephone Number: 813-741-3010 Fax Number: 813-741-3170

Total number of current employees: 16 Full time: 16 Part time: 0

Number of employees you plan to use to service this contract: 4

References:

1. COMPANY NAME: City of Naples
 ADDRESS: 1450 4th Ave N #900 Naples, FL 34102
 CONTACT PERSON: Robert Casey
 TELEPHONE: (239) - 213 - 4732
 FAX: (239) - 213 - 1033
 E-MAIL: rcasey@naplesgov.com
 DESCRIPTION OF WORK PERFORMED:
Remove old high service pump and motor and replace it with a new VTP pump and motor. Install new discharge piping, valves, and fittings.
 DATE RANGE: 1/2006 - 12/2006
 CONTRACT AMOUNT: \$210,000.00

2. COMPANY NAME: Pasco County
 ADDRESS: 7536 State Street, Suite 221, New Port Richey, Florida 34654
 CONTACT PERSON: Maynard Vickers
 TELEPHONE: (813) - 235 - 6194 Ext. 6920
 FAX: (813) - 929 - 1067
 E-MAIL: mvickers@pascocountyfl.net
 DESCRIPTION OF WORK PERFORMED:
Pump service and well rehab contract. Remove, inspect, refurbish/replace pump assemblies (VTP and submersible). Scrub well casing, well abandonments, video logging, etc.
 DATE RANGE: 11/2018 - 11/2021
 CONTRACT AMOUNT: \$112,800.00

IFB-19-122 Maintenance & Repair Services for Water Supply Wells & Well Pumps

3. COMPANY NAME: City of Cape Coral
 ADDRESS: 1200 Kismet Pkwy W. Cape Coral, FL 33993
 CONTACT PERSON: Martin Mantell
 TELEPHONE: (239) - 574 - 0532
 FAX: (239) - 242 - 3898
 E-MAIL: mmantell@capecoral.net

DESCRIPTION OF WORK PERFORMED:

Remove old high service pumps (4) and replace with new. Install new piping, valves, air relief valves, and electrical. New concrete pedestals and pipe supports.

DATE RANGE: 4/2018 - 1/2019
 CONTRACT AMOUNT: \$232,850.00

4. COMPANY NAME: Toho Water Authority
 ADDRESS: 1628 S John Young Parkway Kissimmee, FL 34741
 CONTACT PERSON: Robert Newberry
 TELEPHONE: (407) - 944 - 3826
 FAX: () - -
 E-MAIL: rnewberry@tohowater.com

DESCRIPTION OF WORK PERFORMED:

Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration. Disinfection of water supply well in accordance with Specifications. New American Marsh Pump 12HCA-2 / New lineshafts / Sandblast and epoxy coat all column pipe / Provide one new top column / Refurbish stuffing box / Sandblast and paint discharge head / New 28" x 28" x 1" base plate wth bolts and accessories

DATE RANGE: 12/2016 - 3/2017
 CONTRACT AMOUNT: \$30,572.35

5. COMPANY NAME: City of Cape Coral
 ADDRESS: 1200 Kismet Pkwy W. Cape Coral, FL 33993
 CONTACT PERSON: Chris Caglioti
 TELEPHONE: (239) - 242 - 3427
 FAX: (239) - 242 - 3429
 E-MAIL: ccagliot@capecoral.net

DESCRIPTION OF WORK PERFORMED:

Salt kill well to remove and replace submersible pump, Acidize, pump develop, and geophysical logging on 5 existing wells. Remove submersible pumps, conduct acidization and reinstall pumps.

DATE RANGE: 9/2018 - 4/2019
 CONTRACT AMOUNT: \$536,910.00

EXHIBIT 1

**TOHO WATER AUTHORITY WATER SUPPLY WELLS
DATA SHEET**

TABLE 1
TOHO WATER AUTHORITY WELL CONDITION SURVEY
ACTIVE POTABLE WATER SUPPLY WELLS

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
2-1	Peabody	1984	12	146	502
2-2	Peabody	1990	12	146	470
2-3	Peabody	1999	12	153	400
4-3	Bella Lago (WTP#6)	2002	16	160	500
4-4	Bella Lago (WTP#6)	2003	16	162	541
5-1	Huron	1988	12	225	502
5-2	Huron	1980	12	190	666
5-5	Huron	2002	17	400	902
BLE-1	Bay Lake Estates	1986	8	271	505
BLE-2	Bay Lake Estates	2017	16	250	550
BVL-1	Buenaventura Lakes	1974	12	250	689
BVL-2	Buenaventura Lakes	1979	16	251	749
CW-1	Camelot West	1987	16	201	385
CW-2	Camelot West	1995	24	201	500
H-1	Harmony	2000	18	305	560
H-2	Harmony	2000	18	305	530
HG-1	Hidden Glen	1994	4	79	101
IC-1	Intercession City	1924	4	78	208
IC-2	Intercession City	1983	8	84	225
NB-1	North Bermuda	1969	16	278	458
NB-2	North Bermuda	1969	16	281	1195
NB-4	North Bermuda	1997	20	270	505
NB-5	North Bermuda	1997	20	260	508
NB-6	North Bermuda	2000	20	365	670
NW-1	Northwest Kissimmee	1972	12	147	375
NW-2	Northwest Kissimmee	1973	12	195	367
NW-3	Northwest Kissimmee	1997	14	415	608
NW-4	Northwest Kissimmee	1999	16	215	510
P-1	Parkway	1972	12	185	414
P-2	Parkway	1973	12	290	430
P-3	Parkway	1997	20	290	515
P-4	Parkway	2007	20	300	502
SW-1	Southwest	2004	24	155	390
SW-2	Southwest	2004	24	153	417
Well 1	Springlake Village	1991	8	255	454
Well 2	Springlake Village	2001	12	396	558

bmp = Below measuring point

EXHIBIT 2
SANITARY SURVEY REPORT

State of Florida
Department of Environmental Protection
Central District
SANITARY SURVEY REPORT

Plant Name INTERCESSION CITY County Osceola PWS ID # 3490673
Plant Location 5551 Myakka Intercession City, FL 33848 Phone ----
Owner Name Tohopekaliga Water Authority Phone 407-518-0613
Owner Address 101 North Church Street, Kissimmee, FL 34741
Contact Person Scott Fick Title Env. Specialist Phone 407-518-2256
This Survey Date 10/27/04 Last Survey Date 5/30/01 Last C.I. Date 11/12/03

PWS TYPE & CLASS

- ☒ Community (5C)
☐ Non-transient Non-community
☐ Non-Community

PWS STATUS

- ☒ Approved system with approval number & date
"As Built" 12/10/85(Original WTP in 1920's)
WC49-16887 12/10/90
☐ Unapproved system

SERVICE AREA CHARACTERISTICS

Subdivision _____

Food Service: ☐ Yes ☐ No ☒ N/A

OPERATION & MAINTENANCE

Certified Operator: ☒ Yes ☐ No ☐ Not required
Operator(s) & Certification Class-Number
Tim Gregory A-6472 Lead/Chief Operator
Other Operators Rotate (see MOR). _____

O & M Log: ☐ Yes ☐ No ☐ Not required

Operator Visitation Frequency

Hrs/day: Required _____ Actual _____

Days/wk: Required 6 Actual 6

Non-consecutive Days? ☐ Yes ☐ No ☒ N/A

MORs submitted regularly? ☒ Yes ☐ No ☐ N/A

Data missing from MORs? ☒ No ☐ Yes ☐ N/A

Number of Service Connections 248

Population Served 667 Basis 8/04 MOR

Average Day (from MORs) 45,604 gpd

Max. Day (from MORs) 157,000 gpd 1/04

Max-day Design Capacity 198,000 gpd

Comments _____

COMET: SITE ID _____ PROJECT ID _____

RAW WATER SOURCE

- ☒ GROUND; Number of Wells 2
☐ SURFACE/UDI; Source _____
☐ PURCHASED from PWS ID # _____
☐ Emergency Water Source _____
Emergency Water Capacity _____

AUXILIARY POWER SOURCE

- ☒ Yes ☐ None ☐ Not Required
Source Cummins Diesel Generator
Capacity of Standby (kW) 60
Switchover: ☐ Automatic ☐ Manual
Standby Plan: ☐ Yes ☐ No
Hrs Operated Under Load 1

What equipment does it operate?

- ☒ Well pumps Both
☐ High Service Pumps _____
☒ Treatment Equipment All

Satisfy 1/2 max-day demand? ☒ Yes ☐ No ☐ Unk

Comments _____

TREATMENT PROCESSES IN USE

Disinfection _____

What additional treatment is needed?

None at this time

For control of what deficiencies? _____

DISTRIBUTION SYSTEM

Flow Measuring Device Flow Meter

Meter Size & Type 3/4 inch/4inch Hi-Lo Neptune

Backflow Prevention Devices: ☒ Yes ☐ No

Cross-connections None observed

Written Cross-connection Control Program: Yes

Coliform Sampling Plan: ☒ Yes ☐ No ☐ N/A

Comments _____

GROUND WATER SOURCE

Well Number	1 (main)	2(backup)		
Year Drilled	1983	~ 1924		
Depth Drilled	227 ft	~ 225 ft		
Drilling Method	Rotary	Unknown		
Type of Grout	Portland	"		
Static Water Level	2 ft 10 inch	"		
Pumping Water Level	10 ft	"		
Design Well Yield	200 gpm	"		
Test Yield	620 gpm	"		
Actual Yield (if different than rated capacity)	200 gpm	"		
Strainer	Open hole	"		
Length (outside casing)	84 ft	"		
Diameter (outside casing)	8 inch	4 inch		
Material (outside casing)	Steel	Steel		
Well Contamination History	None	None		
Is inundation of well possible?	No	No		
6' X 6' X 4" Concrete Pad	Yes	Yes		
SET BACKS	Septic Tank	> 100 ft	50 ft (accepted)	
	Reuse Water			
	WW Plumbing	> 100 ft	Within 100 ft	
	Other Sanitary Hazard	None observed	None observed	
PUMP	Type	VT	Submersible	
	Manufacturer Name	Worthington	Sta-Rite	
	Model Number	R-2987-01-270-C	Unknown	
	Rated Capacity (gpm)	75	200	
	Motor Horsepower	5	30	
Well casing 12" above grade?	Yes	Yes		
Well Casing Sanitary Seal	Yes	OK		
Raw Water Sampling Tap	OK	OK		
Above Ground Check Valve	Yes	Yes		
Fence/Housing	Fence	Fence		
Well Vent Protection	Yes	---		

COMMENTS _____

CHLORINATION (Disinfection)

Type: ☐ Gas ☒ Hypo
Make Stenner 45MHP22 Capacity 22 gpd
Chlorine Feed Rate _____
Avg. Amount of Cl₂ gas used N/A
Chlorine Residuals: Plant --- Remote 0.6
Remote tap location 1682 Wile Ave
DPD Test Kit: ☐ On-site ☒ With operator
☐ None ☐ Not Used Daily
Injection Points Prior to PT
Booster Pump Info (2) Goulds Model 25GBC10 Jet
Pumps at 1 HP each.
Comments _____

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	☐	☐	
Auto-switchover	☐	☐	
Alarms:			
Loss of Cl ₂ capability	☐	☐	
Loss of Cl ₂ residual	☐	☐	
Cl ₂ leak detection	☐	☐	
Scale	☐	☐	
Chained Cylinders	☐	☐	
Reserve Supply	☐	☐	
Adequate Air-pak	☐	☐	
Sign of Leaks	☐	☐	
Fresh Ammonia	☐	☐	
Ventilation	☐	☐	
Room Lighting	☐	☐	
Warning Signs	☐	☐	
Repair Kits	☐	☐	
Fitted Wrench	☐	☐	
Housing/Protection	☐	☐	

AERATION (Gases, Fe, & Mn Removal)

Type N/A Capacity _____
Aerator Condition _____
Bloodworm Presence _____
Visible Algae Growth _____
Protective Screen Condition _____
Comments _____

STORAGE FACILITIES

(G) Ground (H) Hydropneumatic (E) Elevated
(B) Bladder (C) Clearwell

Tank Type/Number	H		
Capacity (gal)	5,711		
Material	Steel		
Gravity Drain	Yes		
By-pass Piping	Yes		
Pressure Gauge	Yes		
Sight Glass or Level Indicator	Yes		
Fittings for Sight Glass	Yes		
Protected Openings	Yes		
PRV/ARV	Both		
On/Off Pressure	40/60		
Access Padlocked	Yes		
Height to Bottom of Elevated Tank	N/A		
Height to Max. Water Level	N/A		

Comments _____

HIGH SERVICE PUMPS

Pump Number	N/A		
Type			
Make			
Model			
Capacity (gpm)			
Motor HP			
Date Installed			
Maintenance			

Comments _____

MONITORING VIOLATIONS	MCL VIOLATIONS

DEFICIENCIES:

NO PHYSICAL DEFICIENCIES NOTED AT THE TIME OF INSPECTION.

Inspector *Manuel Haddon* Title Env. Specialist I Date 11/8/C

Approved by _ Title _

Roberto C. Amag

EQUIPMENT LIST

E-58	6K gal. Dumpster		
E-59	Mud System		
E-60	Alignment Tool		
E-61	GASO Duplex Pump		1654C
E-62	Brown Mud Tank		n/a
E-63	Green Mud Tank		n/a
E-64	Delco Generator		E5398 M.A.
E-65	375 Air Compressor	2007	XP375WIR
E-66	Bobcat 250 Gas Welder	2014	Miller Bobcat 250
E-67	Yelomine CertaLok pipe	2015	Yelomine 10"
E-68	75HP Submersible pump	2013	AM
E-69	150HP Submersible pump	2015	AM
E-70	400/200 Ingersoll Rand air compressor	2007	VHP400WIR
E-71	WhisperWatt 25	2011	Multiquip DCA-25SSI
E-72	19-29 KVA Generator		
E-72	2,000 GPM @ 250' VTP	2015	12WC- 4 Stage
	12WC - 4 Stage		American Marsh
E-73	Bobcat 250 Gas Welder	2016	Miller Bobcat 250
E-74	Doosan HP375 Compressor	2013	P425/HP375WCU-T4i
E-75	Komatsu Backhoe WB146	2007	WB146
E-76	Kawasaki 65ZV	2004	65ZV
E-78	PowerMax 85 Plasma Cutter	2018	PowerMax 85
E-79	Atlas Copco Air Compressor	2010	XAHS 900 CD6
F-25	Isuzu	2008	NPR
F-27	Isuzu	2009	NPR
F-28	Ford	2014	F150 White
F-29	Ford	2014	F150 White
F-30	Ford	2017	F550 White Utility Body
F-31	Ford	2018	F150 White
F-32	Ford	2018	F150 White
P-08	Crane Truck	1998	Mack
P-09	Crane Truck	2016	Freightliner 108SD
TRAILERS			
T-01	OFI (Tanker)	1980	Tanker
T-02	Flatbed (Rod trailer)	1973	Fruehauf Trlr
T-03	Tow Behind	1996	Hudson Trlr
T-04	Tow Behind (Blue)	1998	Homemade Trlr
T-06	Tow Behind	2003	Iron Dog
T-08	Dog House	1977	Dog House Trailer
T-09	Flat Bed	1990	Miller
T-10	Flat Bed	1990	Miller
T-11	TB (Lowboy)	1991	Etnyre
T-12	Flat Bed	1990	Miller
T-13	TB (Red Doghouse)	1996	Pace
T-14	Flat Bed	1971	Fruehauf Trlr
T-15	Tow Behind	2007	Loudo
T-16	TB (Generator)	2007	Loudo
T-17	Flat Bed	1983	Grt.Dayne 42' Flat
T-18	Lowboy (for mud tank)	1960	Amer (lowboy)
T-19	Flatbed Trailer	1970	Frueh (Rotary)
T-20	Dog House	1989	Mono T
T-21	Dog House	1988	Frueh
T-22	Flatbed	1981	Frueh
T-23	Doghouse	1988	Great Dane 40' box
T-24	Towbehind for Grout pump	2005	Millenium / M9D24P
T-25	Flat Deck Trailer	2005	Fontaine
T-26	Flat Deck Trailer	2006	Great Dane
T-27	Dragon Frac Tank / 21,000 gal	2006	Dragon
T-28	Dragon Frac Tank / 21,000 gal	2006	Dragon
T-29	Dragon Frac Tank / 21,000 gal		Dragon
T-30	Flat Bed - 24 footer	2018	FlatBed Trailer/TG14K24-OTW
T-31	Flat Bed - 24 footer	2018	FlatBed Trailer/TG14K24-OTW
T-32	Flat Bed	1994	FlatBed Trailer/FTW-5-8048WSAK
T-33	Flat Bed	1994	FlatBed Trailer/FTW-5-8048WSAK
T-34	Flat Bed	1993	FlatBed Trailer/FS2CHE



July 31, 2021
Expiration Date

Well Construction Section
Water Use Permit Bureau



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SCHULTES, GREGORY

A C SCHULTES OF FLORIDA INC
5457 80TH AVENUE CIR E
PALMETTO FL 34221-9177

LICENSE NUMBER: CGC1516532

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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

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

PRODUCER
Odell Studner Group, LLC
200 North Warner Road, Ste 450
King of Prussia PA 19406

CONTACT NAME: Alexis Gil Sadowski

PHONE
(A/C, No, Ext): 484-586-3900

FAX
(A/C, No): 484-586-3955

E-MAIL
ADDRESS: info@odellstudner.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Zurich American Insurance Co

16535

INSURER B: Travelers Prop Cas Co of Amer

25674

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
A.C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton FL 33534

COVERAGES**CERTIFICATE NUMBER:** 1729117531**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	GLO038070904	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	BAP038071004	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		ZUP91M3584519NF	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC038070804	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Berkley Assurance Company (NAIC#39462) Policy # BCAP50062530719 - Pollution Liability - \$2,000,000 Each Occurrence/\$2,000,000 Aggregate - Deductible \$10,000. Policy Term 07/01/2019 to 07/01/2020
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



To: All Proposers
From: Terry Park, Procurement Services
Subject: IFB-19-122 Maintenance and Repair of Water Supply Wells and Well Pumps
Date: October 29, 2019

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

- 1) Question: Can we perform acidization for bacterial remediation and cleaning of wells, if requested by TWA?

Answer: If requested by TWA's representative, this work can be performed with cost based on number of hours at bid labor rates and materials at bid mark-up percentage.

- 2) Question: Can we convert packing glands to mechanical seals, if requested by TWA?

Answer: See answer to Question #1.

- 3) Question: Can we take required samples when needed?

Answer: See answer to Question #1.

- 4) Question: Can we perform Packer Testing and/or Mechanical Integrity Testing, if TWA requests?

Answer: If requested by TWA's representative, this work can be performed with cost per each well. We estimate we have six wells total that we may request this service for, with one or two wells to be tested annually. NOTE: THE BID FORM HAS BEEN REVISED TO INCLUDE THIS LINE ITEM (ITEM #15). PLEASE SUBMIT THE REVISED BID

**ADDENDUM
#1**

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

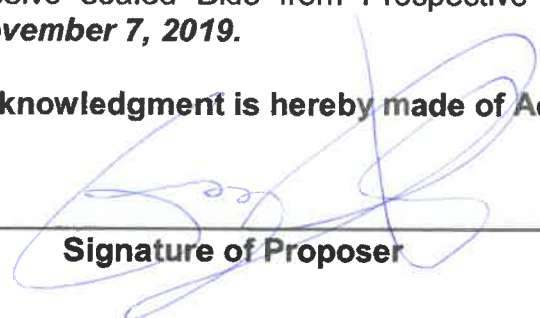


FORM, ATTACHED TO THIS ADDENDUM, WHICH REPLACES THE ORIGINAL BID FORM IN ITS ENTIRETY. DO NOT SUBMIT THE ORIGINAL BID FORM. SUBMITTALS RECEIVED ON THE ORIGINAL BID FORM CANNOT BE ACCEPTED.

II. DATE:

The due date remains unchanged. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until **2:00 PM** on **Thursday, November 7, 2019.**

Acknowledgment is hereby made of Addendum #1.



Signature of Proposer



Date

Cc: File

Attachment

IFB-19-122 Maintenance and Repair Services for Water Supply Wells and Well Pumps
Bid Tabulation Sheet

				A.C. Schultes of Florida, Inc.	
Item #	Description	UOM	Est. Qty.	Unit Price	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	\$ 2,500.00	\$ 30,000.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration	EA	6	\$ 8,500.00	\$ 51,000.00
3	Disinfection of water supply well in accordance with Specifications	EA	12	\$ 2,200.00	\$ 26,400.00
4	Post-performance testing in accordance with specifications	EA	12	\$ 2,500.00	\$ 30,000.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	\$ 7,000.00	\$ 84,000.00
6	Hourly charge for well pump handling rig & crew	HR	120	\$ 295.00	\$ 35,400.00
7	Hourly charge for service truck & crew	HR	120	\$ 200.00	\$ 24,000.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	\$ 110.00	\$ 8,800.00
9	Business hourly charge geophysical logging truck & operator for water quality testing	HR	48	\$ 350.00	\$ 16,800.00
10	After hours/emergency hourly charge for well pump handling rig & crew	HR	24	\$ 305.00	\$ 7,320.00
11	After Hours/Emergency hourly charge for service truck & crew	HR	12	\$ 205.00	\$ 2,460.00
12	After hours/emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	\$ 150.00	\$ 900.00
13	Labor and materials for closure of 4" well	L.S.	1	\$ 8,500.00	\$ 8,500.00
14	Labor and materials for closure of 8" well	L.S.	1	\$ 14,000.00	\$ 14,000.00
15	Mechanical Integrity Testing (Packer Testing)	L.S.	6	\$ 25,000.00	\$ 150,000.00
	Total Base Bid				\$ 489,580.00
16	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			10%

Offers from the vendors listed herein are the only offers received as of the stated opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late. **Boxed total price indicates apparent low bidder subject to evaluation and review before an intent to award is made.**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Resolution No. 2022-020R		
Requested Action		
Request approval of Resolution No. 2022-020R to amend the Fiscal Year 2022 Budget.		
Staff Report		
Resolution No. 2022-020R is proposed to amend the Fiscal Year 2022 Budget. This resolution formally amends the annual budget for Council actions since October 2021 along with subsequent requested department updates to the Fiscal Year 2022 annual budgets for the General and CRA Funds.		
Additional Analysis		
Fiscal Impact Summary		
The total increase to fund balance for all funds is \$1,263,280.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-020R Updated Budget Amendment 4 (07.06.2022)	2022-020R Updated Budget Amendment 4 (07.06.2022).pdf	



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

**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
2021-2022**

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, 2021 to September 30, 2022:

GENERAL FUND

General Fund Revenue Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Beginning Reserve	\$9,485,200	\$1,041,265.85	\$10,526,709
Ad Valorem Taxes	\$14,879,842	(\$75,000)	\$14,804,842
Ad Valorem Tax-Delinquent	\$6,000	(\$3,000)	\$3,000
Ad Valorem Tax-Interest	\$10,000	-	\$10,000
Local Option Fuel Tax	\$520,000	\$15,000	\$535,000
Ut Service Tax-Electric	\$3,800,000	-	\$3,800,000
Ut Service Tax-Water	\$315,000	\$40,000	\$355,000
Ut Service Tax-Gas	\$265,000	-	\$265,000
Communications Services Taxes	\$1,300,000	\$25,000	\$1,325,000
City Business Tax	\$122,000	(\$107,000)	\$15,000
Franch Fees-Electricity	\$2,982,000	-	\$2,982,000
Franch Fees-Gas	\$150,000	-	\$150,000
Franch Fees-Solid Waste Comm	\$236,000	-	\$236,000
Other Planning & Zoning Fees	\$65,000	\$40,000	\$105,000
Zoning Clearances	\$162,000	\$75,000	\$237,000
Com/Res Site Inspect. Fees Pw	\$22,000	\$50,000	\$72,000
Site Review & Plat Fees	\$48,000	\$30,000	\$78,000
Ann'l Comm'l Watercraft Permit	\$0	\$3,000	\$3,000
Federal Grants - Bullet Proof	\$7,200	-	\$7,200
Fed Grants-Mobile Crisis	\$12,000	-	\$12,000
Fed-Crime Scene Enhance	\$7,215	-	\$7,215
FDLE Fpt JAG Pursuit Mgt	\$5,655	-	\$5,655
Fedgrant Fpt VOCA FLATTY	\$10,515	-	\$10,515



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Revenue Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Fed -20 Asst To Ff Grant	\$80,000	-	\$80,000
Fed Grant-FEMA Smoke Alarm	\$4,381	-	\$4,381
Fed Grant-FEMA Hmp Fldem	\$187,125	-	\$187,125
State Grants P&F Pension	\$600,000	-	\$600,000
State Grant DivArts/Culture	\$71,020	-	\$71,020
Muni Rev Shar-Sales/Use Tax	\$770,000	\$330,000	\$1,100,000
Muni Rev Shar-Motor Fuel	\$200,000	\$100,000	\$300,000
State Mobile Home License	\$16,200	-	\$16,200
State Alcoholic Bev Licse	\$25,200	\$10,000	\$35,200
State Half Cent Sales Tax	\$2,575,000	\$325,000	\$2,900,000
State Motor Fuel Rebate	\$36,000	-	\$36,000
State-Ff Supplemental Comp	\$24,000	-	\$24,000
LCWA Grant Pol ChainLake	\$44,000	-	\$44,000
County One Cent Gas Tax	\$70,000	\$15,000	\$85,000
County Ems Tax	\$375,000	-	\$375,000
Fire Inspections Fees Nonbldg	\$50,000	-	\$50,000
Fire Permit Rvw & Fire Re-Insp	\$150,000	-	\$150,000
ISBA Agreement	\$22,212	\$27,000	\$49,212
SRO Agreement	\$335,596	-	\$335,596
Recreation Activity Fees	\$25,000	-	\$25,000
Boat Ramp Parking Lot Fees	\$35,000	\$10,000	\$45,000
Lesson Instruction Fees	\$36,000	-	\$36,000
Recreation Application Fee	\$3,500	-	\$3,500
CPAC-Tkts-Guarantee 100%	\$190,000	-	\$190,000
CPAC-Tkts-4wall,Split,Bns	\$102,000	\$16,000	\$118,000
Parade Entry F- Light Up	\$1,500	\$3,500	\$5,000
Admin Assess-Water	\$466,671	-	\$529,391
Admin Assess-Sewer	\$453,853	-	\$510,828
Admin Assess-Sanitation	\$233,241	-	\$257,361
Admin Assess-Stormwater	\$148,757	-	\$162,947
Admin Assess-Impact Fees	\$25,501	-	\$25,501
Admin Assess-Building Svcs	\$153,467	-	\$179,627
Clerk Lien Search Revenues	\$110,000	-	\$110,000
Fines & Forfeitures	\$70,000	-	\$70,000
Law Enfor Educ Fs 938.15	\$7,500	-	\$7,500
Code Violations	\$35,000	-	\$35,000
Interest Earnings	\$92,000	(\$40,000)	\$52,000
Rent-City Center	\$30,000	\$5,000	\$35,000



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Revenue Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Rent-Chamber Of Commerce	\$12,245	-	\$12,245
Rent-Telecommunications Site	\$156,000	-	\$156,000
Rent - Arts & Recreation Cntr	\$100,000	-	\$100,000
CPAC-Theater Rental Fee	\$9,500	-	\$9,500
Rent - Arts & Rec Pool	\$6,000	(\$2,000)	\$4,000
Rent - Arts & Rec Gym	\$2,500	\$4,500	\$7,000
Equipment Rentals	\$6,000	-	\$6,000
Fac Fee-CPAC \$2/Tkt Sold	\$15,000	-	\$15,000
Rent-Waterfront Business Rent	\$2,400	-	\$2,400
Rent-Vendor Booth	\$8,000	-	\$8,000
Camp Out Admission	\$2,700	-	\$2,700
Admissions- Splash Pad	\$35,000	-	\$35,000
Admissions - Pool	\$10,000	-	\$10,000
Admissions - Gym -	\$17,000	-	\$17,000
Rent-Cleaning Fee Highla	\$2,000	(\$2,000)	\$0
Rent-Cleaning Fee CCC	\$1,440	(\$1,440)	\$0
Rent-Victory Pointe	\$500	-	\$500
Rent-Splash Park	\$6,500	-	\$6,500
Rent-Rowing Facility	\$6,000	-	\$6,000
Rent-Kehlor	\$0	\$600	\$600
Rent-Ballfields	\$40,000	-	\$40,000
Rent-Highlander Hut	\$6,000	-	\$6,000
Rent-Waterfront	\$21,000	-	\$21,000
Rent-Tennis Program	\$3,000	(\$1,000)	\$2,000
Sale Of Fixed Assets	\$5,000	-	\$5,000
Sale Of Fixed Assets Ins Reim	\$21,915	-	\$21,915
Surplus Property Sales	\$5,000	-	\$5,000
NRPA Mou Community Garden	\$90,000	-	\$90,000
Private Contributions-Events	\$26,000	-	\$26,000
Private Contributions-Sr Prgm	\$3,000	(\$3,000)	\$0
Reimbursements	\$100,000	-	\$100,000
Reimb Take Home Vehicle	\$14,116	-	\$14,116
Merchandise Proceeds - CPAC	\$1,000	-	\$1,000
Payments In Lieu Of Taxes	\$205,030	-	\$205,030
P-Card Rebate	\$65,000	(\$15,000)	\$50,000
Miscellaneous	\$30,000	-	\$30,000
Tfr Fr Water Fund Water Sales	\$1,155,000	-	\$1,155,000
Tfr Fr Wtr Cnfnd/Trench	\$41,542	-	\$41,542



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Revenue Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Tfr Fr Sewer Fund Sewer Sales	\$1,260,000	-	\$1,260,000
Trans Fr ARPA Fund Rev Rep	\$778,590	-	\$778,590
Total General Fund Revenue	\$37,234,294	\$875,160	\$38,109,454

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
City Council			
Regular Salaries	\$36,009	-	\$36,009
FICA	\$2,755	-	\$2,755
Workers Compensation	\$32	-	\$32
Travel & Per Diem	\$1,250	-	\$1,250
Telephone Council Seat 3	\$500	-	\$500
Telephone Council Seat 4	\$500	-	\$500
Telephone Council Seat 5	\$500	-	\$500
Commercial Insurance	\$297	-	\$297
Other Current Charges	\$600	-	\$600
Oth Curr Counc Outreach	\$200	-	\$200
Software Renew/Sup Seat	\$82	-	\$82
Software Renew/Sup Seat	\$82	-	\$82
Software Renew/Sup Seat	\$82	-	\$82
Training & Education	\$1,900	-	\$1,900
City Clerk			
Regular Salaries	\$218,011	\$20,000	\$238,011
Overtime Salaries	\$500	-	\$500
FICA	\$15,726	-	\$15,726
Defined Contribution Pension	\$21,851	-	\$21,851
Group Insurance	\$39,295	-	\$39,295
Life Insurance	\$687	-	\$687
Employee Assistance Plan	\$106	-	\$106
Workers Compensation	\$203	-	\$203
Pro Svcs-Code Supplement	\$25,350	-	\$25,350
Pro Svcs-Records	\$14,400	(\$4,400)	\$10,000
Travel & Per Diem	\$7,170	(\$1,720)	\$5,450
Telephone	\$600	\$100	\$700
Postage & Freight	\$350	-	\$350
Rentals-Equipment	\$1,512	-	\$1,512



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Commercial Insurance	\$2,685	-	\$2,685
Repair & Maint-Copiers	\$2,200	-	\$2,200
Printing	\$500	-	\$500
Other Current Charges	\$2,200	-	\$2,200
Election	\$5,000	-	\$5,000
Office Supplies	\$2,600	-	\$2,600
Minor Equipment	\$550	\$650	\$1,200
Software Renewals/Support	\$32,824	(\$3,824)	\$29,000
Subscriptions & Dues	\$920	-	\$920
Training & Education	\$3,380	(\$1,380)	\$2,000
City Manager			
Regular Salaries	\$550,046	-	\$550,046
Overtime Salaries	\$500	-	\$500
FICA	\$40,180	-	\$40,180
Deferred Compensation	\$21,474	-	\$21,474
Defined Contribution Pension	\$34,900	-	\$34,900
Group Insurance	\$90,789	-	\$90,789
Life Insurance	\$1,748	-	\$1,748
Car Allowance	\$8,195	-	\$8,195
Employee Assistance Plan	\$183	-	\$183
Workers Compensation	\$372	-	\$372
Travel & Per Diem	\$2,430	-	\$2,430
Trvl & Per Diem Communic	\$500	-	\$500
Telephone	\$2,000	-	\$2,000
Postage & Freight	\$200	-	\$200
Commercial Insurance	\$6,390	-	\$6,390
Repair & Maint-Vehicles	\$300	-	\$300
Repair & Maint-Copiers	\$1,300	-	\$1,300
Printing	\$300	-	\$300
Printing Communications	\$500	-	\$500
Promotion Communications	\$2,000	-	\$2,000
Other Current Charges	\$0	\$11,000	\$11,000
Youth Council-Communication	\$3,500	-	\$3,500
Office Supplies	\$1,400	-	\$1,400
Gas & Oil	\$500	-	\$500
Minor Equipment	\$750	-	\$750
Software Renewals/Support	\$505	-	\$505



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Software Rnwls/Sprt Comm	\$900	-	\$900
Subscriptions & Dues	\$4,912	-	\$4,912
Subs & Dues Communication	\$1,205	-	\$1,205
Training & Education	\$3,050	-	\$3,050
Training & Ed Communication	\$1,000	-	\$1,000
Finance			
Regular Salaries	\$605,473	-	\$605,473
Overtime Salaries	\$5,000	\$10,000	\$15,000
FICA	\$39,436	-	\$39,436
Defined Contribution Pension	\$61,048	-	\$61,048
Group Insurance	\$129,293	(\$10,000)	\$119,293
Life Insurance	\$1,878	-	\$1,878
Employee Assistance Plan	\$303	-	\$303
Workers Compensation	\$576	-	\$576
Pro Svcs-General	\$5,500	-	\$5,500
Background Investigations	\$400	-	\$400
Drug Screens	\$50	-	\$50
Pro Svcs-Investment Advisor	\$4,517	\$500	\$5,017
Audit Fee	\$46,000	\$27,000	\$73,000
Contract Svcs-General	\$1,500	-	\$1,500
Travel & Per Diem	\$7,990	-	\$7,990
Telephone	\$800	\$50	\$850
Postage & Freight	\$2,500	\$250	\$2,750
Commercial Insurance	\$7,156	-	\$7,156
Repair & Maint-It Equip	\$650	-	\$650
Repair & Maint-Copiers	\$6,500	-	\$6,500
Printing	\$1,000	\$350	\$1,350
Other Current Charges	\$1,000	\$200	\$1,200
Bank Service Charges	\$16,500	\$2,500	\$19,000
Office Supplies	\$5,300	(\$250)	\$5,050
Minor Equipment	\$915	\$250	\$1,165
Software Renewals/Support	\$64,825	-	\$64,825
Subscriptions & Dues	\$1,475	-	\$1,475
Training & Education	\$14,050	-	\$14,050
Licenses & Certifications	\$110	-	\$110
Cap Out-Buildings	\$0	\$8,000	\$8,000
Capital Equipment	\$2,624	-	\$2,624



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Legal Services			
Pro Svc-City Attorney	\$142,300	-	\$142,300
Pro Svc-Labor Attorney	\$5,000	-	\$5,000
Planning And Development Services			
Regular Salaries	\$405,696	-	\$405,696
Overtime Salaries	\$400	-	\$400
FICA	\$28,434	-	\$28,434
Defined Contribution Pension	\$37,360	-	\$37,360
Group Insurance	\$88,942	-	\$88,942
Life Insurance	\$1,253	-	\$1,253
Employee Assistance Plan	\$223	-	\$223
Workers Compensation	\$1,379	-	\$1,379
Pro Svcs-General	\$40,000	\$35,000	\$75,000
Pro Svces-Comp Plan	\$45,000	-	\$45,000
Pro Svcs-Code Enforce Attorney	\$5,000	\$1,500	\$6,500
Travel & Per Diem	\$2,500	(\$500)	\$2,000
Travel & Per Diem-Code Enf	\$2,000	\$500	\$2,500
Telephone-Code Enf	\$2,000	-	\$2,000
Postage & Freight	\$3,000	-	\$3,000
Postage & Freight-Code Enf	\$2,500	-	\$2,500
Commercial Insurance	\$4,956	-	\$4,956
Repair & Maint-Vehicles	\$1,000	-	\$1,000
Repair & Maint-County Radios	\$250	-	\$250
Repair & Maint-Copiers	\$1,000	-	\$1,000
Printing	\$2,000	-	\$2,000
Printing-Code Enf	\$1,000	-	\$1,000
Advertising	\$0	\$6,000	\$6,000
Office Supplies	\$2,000	-	\$2,000
Office Supplies-Code Enforcement	\$350	-	\$350
Operating Supplies	\$300	-	\$300
Operating Suppl-Code Enf	\$1,000	-	\$1,000
Gas & Oil	\$600	-	\$600
Gas & Oil-Code Enf	\$2,000	-	\$2,000
Tires & Batteries	\$250	-	\$250
Tires & Batteries-Code Enf	\$500	-	\$500
Uniforms-Code Enf	\$804	-	\$804



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Minor Equipment	\$3,000	-	\$3,000
Minor Equipment-Code Enf	\$2,500	-	\$2,500
Safety Shoes-Code Enf	\$300	-	\$300
Software Renewals/Support	\$14,000	-	\$14,000
S-Ware Renewal/Supp Code	\$1,500	-	\$1,500
Subscriptions & Dues	\$2,500	(\$1,000)	\$1,500
Subs & Dues-Code Enf	\$300	-	\$300
Training & Education	\$5,804	(\$3,000)	\$2,804
Training & Educat-Code En	\$3,440	-	\$3,440
Cap Out-Vehicles Code	\$32,500	-	\$32,500
Cap Out-Equipment Code	\$5,496	-	\$5,496
Information Technology			
Regular Salaries	\$520,620	(\$20,620)	\$500,000
Overtime Salaries	\$400	-	\$400
FICA	\$37,639	-	\$37,639
Defined Contribution Pension	\$52,102	-	\$52,102
Group Insurance	\$103,099	-	\$103,099
Life Insurance	\$1,640	-	\$1,640
Employee Assistance Plan	\$229	-	\$229
Workers Compensation	\$425	-	\$425
Pro Svcs-General	\$2,000	-	\$2,000
Travel & Per Diem	\$4,300	-	\$4,300
Telephone	\$2,845	-	\$2,845
Internet Service	\$54,400	-	\$54,400
Postage & Freight	\$50	-	\$50
Commercial Insurance	\$10,326	-	\$10,326
Repair & Maint-Vehicles	\$50	-	\$50
Repair & Maint-It Equip	\$18,000	(\$3,000)	\$15,000
Repair & Maint-Copiers	\$200	-	\$200
Printing	\$50	-	\$50
Office Supplies	\$50	-	\$50
Operating Supplies	\$200	-	\$200
Gas & Oil	\$150	-	\$150
Tires & Batteries	\$100	-	\$100
Minor Equipment	\$6,000	\$60,000	\$66,000
Software Renewals/Support	\$116,200	-	\$116,200
Subscriptions & Dues	\$200	-	\$200



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Training & Education	\$3,000	-	\$3,000
Training & Education-Citywide	\$6,500	-	\$6,500
Capital Equipment	\$12,338	\$6,000	\$18,338
General Government			
Pro Svcs-General	\$17,680	-	\$17,680
Contract Svcs-Cleaning City Ha	\$43,800	-	\$43,800
Telephone	\$15,500	-	\$15,500
Electric & Gas Svc City Hall	\$65,000	-	\$65,000
Water & Sewer Svc City Hall	\$6,500	-	\$6,500
Commercial Insurance	\$8,117	-	\$8,117
R&M-Building-City Hall	\$1,000	-	\$1,000
Repair & Maint-Vehicles	\$50	-	\$50
R&M-Grounds-City Hall	\$50	-	\$50
R&M-Eqpt Ch Generator Grant	\$2,200	-	\$2,200
Advertising	\$41,000	-	\$41,000
Promotion	\$2,000	-	\$2,000
Other Current Charges	\$6,200	-	\$6,200
Uncollectible Accounts	\$500	-	\$500
Security/Monitoring Service	\$18,000	-	\$18,000
Operating Supplies	\$3,000	-	\$3,000
Gas & Oil	\$100	-	\$100
Tires & Batteries	\$100	-	\$100
Software Renewals/Support	\$5,500	-	\$5,500
Subscriptions & Dues	\$9,000	-	\$9,000
Cap Out-Land	\$12,230	-	\$12,230
Cap Out-Equipment	\$252,125	-	\$252,125
Police			
Regular Salaries	\$6,244,421	-	\$6,244,421
Reg Salaries Mobile Crisis	\$14,811	-	\$14,811
Part-Time Salaries	\$20,920	-	\$20,920
Part-Time Salaries FL VOCA	\$6,820	-	\$6,820
Overtime Salaries	\$220,000	-	\$220,000
Overtime Mobile Crisis	\$625	-	\$625
FICA	\$444,592	-	\$444,592
FICA Mobile Crisis Unit	\$1,058	-	\$1,058
FICA VOCA	\$525	-	\$525



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Defined Contribution Pension	\$31,062	-	\$31,062
Defined Benefit Pension	\$1,182,739	-	\$1,182,739
Def Ben Pens Mobile Crisis	\$3,036	-	\$3,036
Group Insurance	\$1,358,316	-	\$1,358,316
Group Ins Mobile Crisis	\$4,629	-	\$4,629
Life Insurance	\$19,505	-	\$19,505
Life Ins Mobile Crisis	\$47	-	\$47
Employee Assistance Plan	\$3,145	-	\$3,145
EAP Mobile Crisis	\$8	-	\$8
EAP VOCA	\$15	-	\$15
Workers Compensation	\$95,145	-	\$95,145
Work Comp VOCA	\$120	-	\$120
Pro Svcs-General	\$5,000	-	\$5,000
Background Investigations	\$500	-	\$500
Drug Screens	\$1,200	-	\$1,200
Medical Services	\$53,980	-	\$53,980
Contract Svcs-Dispatch	\$488,734	-	\$488,734
Contract Svcs-General	\$1,250	-	\$1,250
Cont Svc-Crossing Guard	\$53,050	-	\$53,050
Contract Svcs-Cleaning	\$57,154	-	\$57,154
Investigative Expenses	\$4,000	-	\$4,000
Travel & Per Diem	\$20,000	-	\$20,000
Telephone	\$42,000	-	\$42,000
Telephone VOCA	\$115	-	\$115
Internet Service	\$34,888	\$20,000	\$54,888
Cable Services	\$1,200	-	\$1,200
Postage & Freight	\$1,500	-	\$1,500
Electric & Gas Service	\$75,000	-	\$75,000
Water & Sewer Service	\$6,000	-	\$6,000
Solid Waste Disposal Fees	\$1,700	-	\$1,700
Rentals-Buildings	\$9,000	-	\$9,000
Rentals-Vehicles	\$22,000	-	\$22,000
Commercial Insurance	\$123,119	-	\$123,119
R&M-Buildings	\$2,000	-	\$2,000
Repair & Maint-Vehicles	\$55,000	\$20,000	\$75,000
Repair & Maint-County Radios	\$14,200	-	\$14,200
Repair & Maint-Equipment	\$9,600	-	\$9,600
Repair & Maint-Copiers	\$10,000	-	\$10,000



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Printing	\$3,000	-	\$3,000
Recruiting/Agency Promotion	\$4,000	-	\$4,000
Other Current Charges	\$3,000	-	\$3,000
Bank Service Charges	\$4,164	-	\$4,164
Security/Monitoring Service	\$1,300	-	\$1,300
Office Supplies	\$5,000	-	\$5,000
Operating Supplies	\$8,000	-	\$8,000
Operating Supplies VOCA	\$150	-	\$150
Gas & Oil	\$142,000	\$158,000	\$300,000
Tires & Batteries	\$18,000	\$7,000	\$25,000
Uniforms	\$96,000	(\$26,000)	\$70,000
Minor Equipment	\$73,000	(\$23,000)	\$50,000
Minor Equip VOCA	\$235	-	\$235
Minor Eqpt-Justice Fund	\$2,000	-	\$2,000
Animal Food/Vet Care	\$2,500	-	\$2,500
Community Relations	\$6,000	-	\$6,000
Comm Relations Justice	\$18,300	-	\$18,300
Explorer Program	\$520	-	\$520
Software Renewals/Support	\$165,043	-	\$165,043
Sware Renew/Sup Pursuit	\$1,250	-	\$1,250
Swat Operating Supplies	\$4,000	-	\$4,000
Crime Scene Supplies	\$4,000	-	\$4,000
Subscriptions & Dues	\$3,000	-	\$3,000
Training & Education	\$41,200	\$2,500	\$43,700
Training & Education-Sponsorships	\$0	\$22,500	\$22,500
Training & Ed/Sup Pursuit	\$1,800	-	\$1,800
Training & Ed/ VOCA	\$1,070	-	\$1,070
Training & Ed Justice	\$4,500	-	\$4,500
Train & Educ-Accreditation	\$2,000	(\$2,000)	\$0
Ammunition & Supplies	\$11,000	-	\$11,000
Cap -Veh Pursuit Mgt Sys	\$5,465	-	\$5,465
Cap Out-Veh Self Ins Claim	\$58,780	-	\$58,780
Capital Equipment	\$2,600	-	\$2,600
Cap Eqpt Crscene Kit Enh	\$5,290	-	\$5,290
Cap Equip/ VOCA	\$1,465	-	\$1,465
Eqpt Fed Forfeit Justice	\$58,000	-	\$58,000
Cap-Software Cr Scene Kit	\$4,495	-	\$4,495



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Fire			
Regular Salaries	\$6,458,570	-	\$6,458,570
Overtime Salaries	\$282,640	\$180,000	\$462,640
FICA	\$453,395	-	\$453,395
Defined Contribution Pension	\$26,470	-	\$26,470
Defined Benefit Pension	\$1,911,434	-	\$1,911,434
Group Insurance	\$1,110,883	-	\$1,110,883
Life Insurance	\$20,001	-	\$20,001
Employee Assistance Plan	\$2,805	-	\$2,805
Workers Compensation	\$116,790	-	\$116,790
Pro Svcs-General	\$20,980	-	\$20,980
Background Investigations	\$750	-	\$750
Drug Screens	\$3,225	-	\$3,225
Medical Services	\$47,964	-	\$47,964
Contract Serv-Cleaning	\$14,000	-	\$14,000
Contract Svcs-Isba Agreement	\$40,000	-	\$40,000
Travel & Per Diem	\$10,336	-	\$10,336
Travel & Per Diem-Ems	\$2,628	-	\$2,628
Telephone	\$24,768	-	\$24,768
Internet Service/Air Cards	\$10,656	-	\$10,656
Postage & Freight	\$750	-	\$750
Electric & Gas Service	\$56,345	-	\$56,345
Water & Sewer Service	\$8,155	-	\$8,155
Rentals-Buildings	\$18,000	-	\$18,000
Commercial Insurance	\$152,334	-	\$152,334
R&M-Buildings	\$17,500	-	\$17,500
Repair & Maint-Vehicles-Routine	\$85,120	\$50,000	\$135,120
Repair & Maint-County Radios	\$18,108	-	\$18,108
Repair & Maint-Equipment	\$42,840	-	\$42,840
Repair & Maint-Bay Doors	\$7,000	\$8,000	\$15,000
Repair & Maint-Ems Equipment	\$28,231	-	\$28,231
Repair & Maint-Copiers	\$1,917	-	\$1,917
Printing	\$1,823	-	\$1,823
Other Current Charges	\$1,000	-	\$1,000
Security/Monitoring Service	\$2,400	-	\$2,400
Office Supplies	\$7,500	-	\$7,500
Operating Supplies	\$43,759	-	\$43,759
Gas & Oil	\$71,500	\$15,000	\$86,500



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Tires & Batteries	\$35,000	-	\$35,000
Uniforms	\$75,595	-	\$75,595
Minor Equipment	\$64,374	-	\$64,374
Safety Equipment	\$88,477	-	\$88,477
Community Relations	\$9,781	-	\$9,781
Comm Relat Smokealarms	\$4,600	-	\$4,600
Explorer Program	\$1,475	-	\$1,475
Software Renewals/Support	\$68,675	-	\$68,675
Subscriptions & Dues	\$8,028	-	\$8,028
Training & Education	\$51,748	-	\$51,748
Training & Educa Trench	\$14,670	-	\$14,670
Train & Educ-Accreditat	\$8,750	-	\$8,750
Training & Education Ems	\$12,312	-	\$12,312
Licenses & Certifications	\$4,000	-	\$4,000
Capital Equipment	\$108,813	-	\$108,813
Cap Out-Eqpt Asst To Ff	\$88,000	-	\$88,000
Cap-Eqpt Conf/Trch Rescue	\$26,872	-	\$26,872
Cap Out-Software	\$3,400	-	\$3,400
Fire Inspection			
Regular Salaries	\$139,034	-	\$139,034
Overtime Salaries	\$2,153	-	\$2,153
FICA	\$10,337	-	\$10,337
Defined Contribution Pension	\$12,954	-	\$12,954
Group Insurance	\$35,448	-	\$35,448
Life Insurance	\$438	-	\$438
Employee Assistance Plan	\$79	-	\$79
Workers Compensation	\$2,172	-	\$2,172
Pro Svc-General	\$780	-	\$780
Travel & Per Diem	\$6,984	-	\$6,984
Telephone	\$3,800	-	\$3,800
Internet Service	\$2,900	-	\$2,900
Postage & Freight	\$400	-	\$400
Commercial Insurance	\$1,927	-	\$1,927
Printing	\$300	-	\$300
Office Supplies	\$1,200	-	\$1,200
Gas & Oil	\$10,000	-	\$10,000
Tires & Batteries	\$1,000	-	\$1,000



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Uniforms	\$2,250	-	\$2,250
Minor Equipment	\$4,784	-	\$4,784
Software Renewals/Support	\$2,425	-	\$2,425
Subscriptions & Dues	\$450	-	\$450
Training & Education	\$4,595	-	\$4,595
Streets/Transportation Maintenance			
Regular Salaries	\$348,593	-	\$348,593
Overtime Salaries	\$5,000	-	\$5,000
FICA	\$25,117	-	\$25,117
Defined Contribution Pension	\$35,359	-	\$35,359
Group Insurance	\$98,930	-	\$98,930
Life Insurance	\$1,098	-	\$1,098
Employee Assistance Plan	\$286	-	\$286
Workers Compensation	\$14,483	-	\$14,483
Pro Svcs-General	\$6,000	-	\$6,000
Background Investigations	\$200	-	\$200
Drug Screens	\$400	-	\$400
Medical Services	\$280	-	\$280
Contract Svcs-General	\$3,400	-	\$3,400
Contract Svcs-Mowing	\$28,000	-	\$28,000
Contract Svcs-Signage	\$27,100	-	\$27,100
Contract Svcs-Signals	\$181,000	-	\$181,000
Telephone	\$3,300	-	\$3,300
Electric & Gas Service	\$230,000	-	\$230,000
Solid Waste Disposal Fees	\$5,000	-	\$5,000
Rentals-Equipment	\$1,500	-	\$1,500
Commercial Insurance	\$25,261	-	\$25,261
R&M-Buildings	\$200	-	\$200
Repair & Maint-Vehicles	\$9,000	-	\$9,000
Repair & Maint-Signs	\$5,000	-	\$5,000
Repair & Maint-Trees	\$10,000	-	\$10,000
Repair & Maint-County Radios	\$576	-	\$576
Repair & Maint-Equipment	\$4,200	-	\$4,200
Repair & Maint-Streetscape	\$800	-	\$800
Repair & Maint-Street Marking	\$5,000	-	\$5,000
Printing	\$200	-	\$200
Office Supplies	\$500	-	\$500



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Operating Supplies	\$2,000	-	\$2,000
Gas & Oil	\$15,000	-	\$15,000
Tires & Batteries	\$1,600	-	\$1,600
Uniforms	\$5,500	-	\$5,500
Minor Equipment	\$5,000	-	\$5,000
Safety Equipment	\$2,000	-	\$2,000
Safety Shoes	\$1,800	-	\$1,800
Subscriptions & Dues	\$196	-	\$196
Training & Education	\$1,000	-	\$1,000
Grounds Maintenance/Physical Environment			
Regular Salaries	\$530,805	-	\$530,805
Overtime Salaries	\$8,900	-	\$8,900
FICA	\$39,112	-	\$39,112
Defined Contribution Pension	\$49,450	-	\$49,450
Group Insurance	\$178,670	-	\$178,670
Life Insurance	\$1,672	-	\$1,672
Employee Assistance Plan	\$499	-	\$499
Workers Compensation	\$15,229	-	\$15,229
Background Investigations	\$500	-	\$500
Drug Screens	\$400	-	\$400
Medical Services	\$600	-	\$600
Pro Svces-Lake Monitoring	\$700	-	\$700
Contract Svcs-General	\$28,500	-	\$28,500
Contract Svcs-Cleaning	\$50,000	-	\$50,000
Con Svc-Clean-W.Park	\$4,500	-	\$4,500
Con Svc-Clean-Lk Hiawa	\$24,000	-	\$24,000
Con Svc-Clean-Wtrfront	\$13,000	-	\$13,000
Con Svc-Clean-Felter Prk	\$4,500	-	\$4,500
Con Svc-Clean-Hancock Pr	\$25,000	-	\$25,000
Con Svc-Clean-Palatlahah	\$9,000	-	\$9,000
Contract Svcs-Mowing	\$500	-	\$500
Con Svc Mow-Lk Hiaw	\$20,100	-	\$20,100
Contract Svcs-Pest Cont	\$900	-	\$900
Con Svc-Pest-W Park	\$200	-	\$200
Con Svc-Pest-Hiawatha	\$350	-	\$350
Con Svc-Pest-Waterfront	\$210	-	\$210



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Con Svc-Pest Cont-Felter	\$120	-	\$120
Con Svc-Pest-Hancock Prk	\$400	-	\$400
Con Svc-Pest-Palatlakaha	\$300	-	\$300
Telephone	\$3,885	-	\$3,885
Electric & Gas Service	\$21,300	-	\$21,300
Elec & Gas-W.Park	\$7,200	-	\$7,200
Elec & Gas Svc-L.Hiawa	\$5,700	-	\$5,700
Elec & Gas-Felter	\$9,000	-	\$9,000
Elec & Gas-Hancock	\$40,000	-	\$40,000
Elec & Gas-Park Pals	\$6,000	-	\$6,000
Water & Sewer Service	\$53,000	-	\$53,000
W&S-W.Park	\$571	-	\$571
W&S-L.Hiawa	\$684	-	\$684
W&S-Wtrfrnt	\$1,112	-	\$1,112
W&S-Felter	\$437	-	\$437
W&S-Hancock	\$3,867	-	\$3,867
W&S-Park Pal	\$2,400	-	\$2,400
Solid Waste-Hancock	\$4,450	-	\$4,450
Rentals-Equipment	\$2,400	-	\$2,400
Commercial Insurance	\$37,501	-	\$37,501
R&M-Buildings	\$1,500	-	\$1,500
R&M-Bldg-W Park	\$500	-	\$500
R&M-Bldg-Lk.Hiawa	\$3,000	-	\$3,000
R&M-Bldg-Wtr Front	\$2,000	-	\$2,000
R&M-Bldg-Felter	\$500	-	\$500
R&M-Bldg-Hancock	\$500	-	\$500
R&M-Bldg-Palatlakah	\$1,000	-	\$1,000
Repair & Maint-Vehicles	\$5,000	-	\$5,000
R&M-Grounds	\$9,500	-	\$9,500
R&M-Grounds-W.Park	\$1,000	-	\$1,000
R&M-Grounds-L.Hiaw	\$3,000	-	\$3,000
R&M-Grnds-Waterfront Prk	\$5,000	-	\$5,000
R&M-Grounds-Felter	\$1,000	-	\$1,000
R&M-Grounds-Hancock	\$2,500	-	\$2,500
R&M-Grounds-Park Pal	\$5,000	-	\$5,000
Repair & Maint-Sod	\$1,000	-	\$1,000
R&M-Sod-Park Pals	\$1,000	-	\$1,000
Common Area Mtc Lk Minnehaha	\$8,000	-	\$8,000



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Repair & Maint-Equipment	\$15,000	-	\$15,000
R&M-Fishing Piers	\$500	-	\$500
R&M- Fish Pier - L.Hiaw	\$500	-	\$500
R&M-Fishing Pier-Wtrft	\$1,000	-	\$1,000
R&M-Fish Pier-P.Pal	\$1,000	-	\$1,000
Repair & Maint-Xmas Decor	\$3,000	-	\$3,000
Printing	\$1,000	-	\$1,000
Other Current Charges	\$600	-	\$600
Aquatic Weed Control	\$7,000	-	\$7,000
Aquatic Weed Cont-Lk Hiaw	\$500	-	\$500
Aquatic Weed Cont-Wtrfrnt	\$500	-	\$500
Security/Moni Svc-L.Hiaw	\$1,600	-	\$1,600
Office Supplies	\$200	-	\$200
Operating Supplies	\$10,000	-	\$10,000
Oper Supp-W.Park	\$500	-	\$500
Oper Supp-L.Hiawa	\$1,000	-	\$1,000
Oper Supp-Wtrfrnt	\$5,000	-	\$5,000
Oper Supp-Felter	\$1,000	-	\$1,000
Oper Supp-Hancock	\$6,000	-	\$6,000
Oper Supp-Park Pals	\$2,500	-	\$2,500
Gas & Oil	\$31,000	-	\$31,000
Tires & Batteries	\$3,000	-	\$3,000
Uniforms	\$7,500	-	\$7,500
Minor Equipment	\$25,000	-	\$25,000
Safety Equipment	\$2,000	-	\$2,000
Safety Shoes	\$3,000	-	\$3,000
Mosquito Control Chemicals	\$3,000	-	\$3,000
Training & Education	\$2,000	-	\$2,000
Licenses & Certification	\$500	-	\$500
Cap Out-Lk Hiawath Restoration	\$34,789	-	\$34,789
Fleet Maintenance			
Regular Salaries	\$254,969	-	\$254,969
Overtime Salaries	\$1,800	-	\$1,800
FICA	\$18,010	-	\$18,010
Defined Contribution Pension	\$25,677	-	\$25,677
Group Insurance	\$70,108	-	\$70,108
Life Insurance	\$803	-	\$803



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Employee Assistance Plan	\$156	-	\$156
Workers Compensation	\$3,325	-	\$3,325
Telephone	\$1,400	-	\$1,400
Waste Oil Disposal	\$600	-	\$600
Commercial Insurance	\$4,067	-	\$4,067
Repair & Maint-Vehicles	\$1,500	-	\$1,500
Repair & Maint-Equipment	\$2,650	-	\$2,650
Office Supplies	\$200	-	\$200
Operating Supplies	\$20,500	-	\$20,500
Gas & Oil	\$3,000	-	\$3,000
Tires & Batteries	\$1,000	-	\$1,000
Uniforms	\$2,000	-	\$2,000
Minor Equipment	\$2,500	-	\$2,500
Safety Shoes	\$700	-	\$700
Software Renewals/Support	\$3,550	-	\$3,550
Unbilled Fuel Usage	\$2,000	-	\$2,000
Subscriptions & Dues	\$375	-	\$375
Licenses & Certifications	\$100	-	\$100
Engineering/Inspections			
Regular Salaries	\$64,302	-	\$64,302
Overtime Salaries	\$675	-	\$675
FICA	\$4,519	-	\$4,519
Defined Contribution Pension	\$6,498	-	\$6,498
Group Insurance	\$12,560	-	\$12,560
Life Insurance	\$203	-	\$203
Employee Assistance Plan	\$33	-	\$33
Workers Compensation	\$712	-	\$712
Background Investigations	\$50	-	\$50
Drug Screens	\$100	-	\$100
Medical Services	\$100	-	\$100
Travel & Per Diem	\$4,620	-	\$4,620
Telephone	\$1,540	-	\$1,540
Postage & Freight	\$200	-	\$200
Commercial Insurance	\$1,653	-	\$1,653
Repair & Maint-Vehicles	\$1,600	-	\$1,600
Repair & Maint-Copiers	\$900	-	\$900
Printing	\$500	-	\$500



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Office Supplies	\$650	-	\$650
Gas & Oil	\$300	-	\$300
Tires & Batteries	\$1,600	-	\$1,600
Uniforms	\$100	-	\$100
Minor Equipment	\$720	-	\$720
Safety Equipment	\$300	-	\$300
Safety Shoes	\$300	-	\$300
Software Renewals/Support	\$1,000	-	\$1,000
Training & Education	\$900	-	\$900
Facilities Maintenance			
Regular Salaries	\$323,969	-	\$323,969
Overtime Salaries	\$5,000	-	\$5,000
FICA	\$22,276	-	\$22,276
Defined Contribution Pension	\$31,469	-	\$31,469
Group Insurance	\$94,815	-	\$94,815
Life Insurance	\$1,021	-	\$1,021
Employee Assistance Plan	\$283	-	\$283
Workers Compensation	\$7,012	-	\$7,012
Background Investigations	\$100	-	\$100
Drug Screens	\$50	-	\$50
Medical Services	\$100	-	\$100
Contract Svcs-General	\$1,000	-	\$1,000
Contract Svcs-Cleaning	\$8,000	-	\$8,000
Con Svc-Clean-Rowing Fac	\$12,000	-	\$12,000
Cont Svc-Mowing Pol Hq	\$7,200	-	\$7,200
Con Svc-Mow All F/S's	\$4,000	-	\$4,000
Contract Svcs-Pest Cont	\$1,200	-	\$1,200
Con Svc-Pest-City Ctr	\$350	-	\$350
Con Svc-Pest City Hall	\$405	-	\$405
Con Svc-Pest Pol Hq	\$435	-	\$435
Con Svc-Pest All F/S's	\$1,750	-	\$1,750
Con Svc-Pest Row Facilit	\$270	-	\$270
Con Svc-Pest-Kehlor	\$565	-	\$565
Con Svc-Pest-Highlander	\$320	-	\$320
Con Svc-Elev Mtc Cityhall	\$2,600	-	\$2,600
Cont Svc-Elev Police Hq	\$2,900	-	\$2,900
Con Svc-Elev All F/S's	\$2,300	-	\$2,300



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Con Svc-Hvac City Ctr	\$5,900	-	\$5,900
Con Svc-Hvac City Hall	\$7,000	-	\$7,000
Contract Svc-Hvac Pdhq	\$4,500	-	\$4,500
Telephone	\$1,550	-	\$1,550
Electric & Gas Service	\$11,000	-	\$11,000
Elec & Gas Svc-City Cent	\$31,000	-	\$31,000
Elec & Gas Svc-Rowing	\$2,500	-	\$2,500
Elec & Gas Svc-Kehlor	\$2,500	-	\$2,500
Elec & Gas Svc-Highl.Hut	\$11,000	-	\$11,000
Elect & Gas City Limit	\$900	-	\$900
Water & Sewer Service	\$1,400	-	\$1,400
Water & Sewer Service-City Cen	\$2,500	-	\$2,500
Water & Sewer Service-Rowing	\$200	-	\$200
W&S Service-Kehlor	\$4,000	-	\$4,000
Water & Sewer Service-H.Hut	\$2,000	-	\$2,000
Wat & Sew Svc City Lmt	\$500	-	\$500
Solid Waste Disposal Fee-CCC	\$3,500	-	\$3,500
Construction & Debris Disposal	\$1,000	-	\$1,000
Rentals-Equipment	\$900	-	\$900
Commercial Insurance	\$28,445	-	\$28,445
R&M-Buildings	\$5,000	-	\$5,000
R&M-Buildings-CCC	\$7,000	-	\$7,000
R&M-Buildings-Police Hq	\$15,000	-	\$15,000
R&M-Buildings-Fs#4	\$3,000	-	\$3,000
R&M-Buildings-Fs#2	\$7,000	-	\$7,000
R&M-Buildings-Fs#3	\$7,000	-	\$7,000
R&M-Buldings-Fs#1	\$7,000	-	\$7,000
R&M-Buildings-Rowing	\$2,000	-	\$2,000
R&M-Bldg-Kehlor-	\$1,000	-	\$1,000
R&M-Buildings-Highlander	\$11,000	-	\$11,000
Rep & Mtc-Bldgs City Lim	\$500	-	\$500
Repair & Maint-Vehicles	\$2,000	-	\$2,000
R&M-Grounds	\$1,000	-	\$1,000
R&M-Grounds-City Center	\$2,000	-	\$2,000
R&M-Grounds-Police	\$500	-	\$500
R&M-Grounds-Fs#4	\$500	-	\$500
R&M-Grounds-Fs#2	\$500	-	\$500
R&M-Grounds-Fs#3	\$500	-	\$500



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
R&M-Grounds - Fs #1	\$500	-	\$500
R&M-Grounds-Rowing	\$100	-	\$100
R&M-Grounds-Kehlor	\$500	-	\$500
R&M-Grounds-H.Hut	\$500	-	\$500
Rep&Mtc-Grounds City Lim	\$500	-	\$500
Repair & Maint-Sod	\$250	-	\$250
Repair & Maint-Equipment	\$3,200	-	\$3,200
Repair & Maint-City Hall	\$15,000	-	\$15,000
Repair & Maint-Copiers	\$425	-	\$425
Printing	\$200	-	\$200
Other Current Charges	\$150	-	\$150
Security/Monitoring Service	\$600	-	\$600
Security/Monitoring Svc-City Center	\$800	-	\$800
Security/Monitoring Service-Ro	\$800	-	\$800
Sec/Monitor Svc-Kehlor	\$800	-	\$800
Security/Monitoring Svc-H.Hut	\$800	-	\$800
Office Supplies	\$700	-	\$700
Operating Supplies	\$2,000	-	\$2,000
Operating Supplies-City Center	\$3,000	-	\$3,000
Operating Supplies-Rowing Fac	\$2,200	-	\$2,200
Op Supplies-Kehlor-	\$1,600	-	\$1,600
Operating Supplies-H.Hut	\$2,000	-	\$2,000
Gas & Oil	\$11,500	-	\$11,500
Tires & Batteries	\$2,200	-	\$2,200
Uniforms	\$4,000	-	\$4,000
Minor Equipment	\$5,000	-	\$5,000
Safety Equipment	\$600	-	\$600
Safety Shoes	\$1,100	-	\$1,100
Software Renewals/Support	\$100	-	\$100
Subscriptions & Dues	\$400	-	\$400
Training & Education	\$1,050	-	\$1,050
Cap Out-Other Improvement	\$22,100	-	\$22,100
Economic Development			
Pro Svc-Gov't Relations	\$80,000	-	\$80,000
Pro Svcs-Wellness Way	\$70,000	-	\$70,000
Commercial Insurance	\$7,298	-	\$7,298
Subscriptions & Dues	\$5,470	-	\$5,470



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Human Resources			
Regular Salaries	\$324,777	(\$20,250)	\$304,527
Overtime Salaries	\$200	-	\$200
FICA	\$23,175	-	\$23,175
Defined Contribution Pension	\$23,655	-	\$23,655
Group Insurance	\$72,236	-	\$72,236
Life Insurance	\$726	-	\$726
Employee Assistance Plan	\$164	-	\$164
Workers Compensation	\$361	-	\$361
Pro Svcs-General	\$0	\$20,250	\$20,250
Background Investigations	\$105	\$46	\$151
Drug Screens	\$50	-	\$50
Travel & Per Diem	\$650	-	\$650
Telephone	\$0	\$300	\$300
Postage & Freight	\$200	\$100	\$300
Commercial Insurance	\$4,269	-	\$4,269
Repair & Maint-Copiers	\$2,000	-	\$2,000
Printing	\$250	-	\$250
Other Current Charges	\$1,510	\$526	\$2,036
Employee Recognition	\$13,050	-	\$13,050
Office Supplies	\$2,500	-	\$2,500
Gas & Oil	\$100	-	\$100
Minor Equipment	\$100	-	\$100
Software Renewals/Support	\$22,959	-	\$22,959
Subscriptions & Dues	\$1,068	-	\$1,068
Training & Education	\$2,650	-	\$2,650
Training & Education-Citywide	\$2,500	-	\$2,500
Procurement Services			
Regular Salaries	\$199,621	-	\$199,621
Overtime Salaries	\$500	-	\$500
FICA	\$14,400	-	\$14,400
Defined Contribution Pension	\$20,012	-	\$20,012
Group Insurance	\$36,408	-	\$36,408
Life Insurance	\$629	-	\$629
Employee Assistance Plan	\$98	-	\$98
Workers Compensation	\$203	-	\$203



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Travel & Per Diem	\$1,900	\$1,000	\$2,900
Telephone	\$1,335	-	\$1,335
Postage & Freight	\$10	-	\$10
Commercial Insurance	\$2,092	-	\$2,092
Repair & Maint-Copiers	\$300	-	\$300
Printing	\$90	\$170	\$260
Promotion	\$180	\$320	\$500
Office Supplies	\$600	-	\$600
Software Renewals/Support	\$15,085	-	\$15,085
Subscriptions & Dues	\$1,550	\$1,300	\$2,850
Training & Education	\$2,750	\$3,000	\$5,750
Capital Equipment	\$5,590	-	\$5,590
Cap Out-Software	\$49,935	-	\$49,935
Parks And Recreation			
Regular Salaries	\$309,182	(\$29,182)	\$280,000
Part-Time Salaries	\$101,857	-	\$101,857
Overtime Salaries	\$5,375	-	\$5,375
Temporary Salaries	\$59,296	-	\$59,296
FICA	\$35,385	-	\$35,385
Defined Contribution Pension	\$31,231	-	\$31,231
Group Insurance	\$55,335	-	\$55,335
Life Insurance	\$974	-	\$974
Employee Assistance Plan	\$164	-	\$164
Workers Compensation	\$3,873	-	\$3,873
Background Investigations	\$3,780	(\$1,404)	\$2,376
Drug Screens	\$1,537	-	\$1,537
Medical Services	\$2,900	-	\$2,900
Contract Svc-Clean Kehlo	\$11,000	-	\$11,000
Contract Svcs-Mowing	\$268,053	(\$12,833)	\$255,220
Travel & Per Diem	\$301	\$99	\$400
Telephone	\$2,844	(\$1,224)	\$1,620
Internet Svc Kehlor	\$1,260	-	\$1,260
Commercial Insurance	\$15,511	-	\$15,511
Repair & Maint-Vehicles	\$1,700	-	\$1,700
R&M-Grounds	\$52,000	-	\$52,000
Repair & Maint-Sod	\$4,000	-	\$4,000
Repair & Maint-Equipment	\$15,824	-	\$15,824



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Printing	\$2,100	(\$600)	\$1,500
Advertising	\$250	-	\$250
Instructor Fees	\$6,000	(\$4,000)	\$2,000
Credit Card Processing Fees	\$4,000	-	\$4,000
Office Supplies	\$1,260	-	\$1,260
Operating Supplies	\$1,450	-	\$1,450
Gas & Oil	\$5,700	\$1,800	\$7,500
Tires & Batteries	\$750	-	\$750
Uniforms	\$2,756	-	\$2,756
Minor Equipment	\$2,050	-	\$2,050
Safety Equipment	\$1,750	-	\$1,750
Safety Shoes	\$300	-	\$300
Recreation Programs	\$16,000	-	\$16,000
Software Renewals/Support	\$1,662	-	\$1,662
Senior Programs	\$3,500	-	\$3,500
Subscriptions & Dues	\$320	-	\$320
Training & Education	\$2,400	-	\$2,400
Cap Out-Vehicles	\$0	\$35,000	\$35,000
Historic Village			
Contract Svcs-Cleaning	\$12,000	-	\$12,000
Contract Svcs-Pest Cont	\$700	-	\$700
Telephone	\$600	-	\$600
Commercial Insurance	\$1,381	-	\$1,381
R&M-Building	\$4,000	-	\$4,000
R&M-Grounds	\$500	-	\$500
Repair & Maint-Other	\$100	-	\$100
Security/Monitoring Service	\$750	-	\$750
Operating Supplies	\$2,000	-	\$2,000
Cap Out-Other Improvement	\$10,000	-	\$10,000
Events/City Center/Waterfront			
Regular Salaries	\$138,297	-	\$138,297
Part Time Salaries	\$102,445	-	\$102,445
Overtime Salaries	\$750	-	\$750
FICA	\$17,217	-	\$17,217
Defined Contribution Pension	\$13,905	-	\$13,905
Group Insurance	\$41,004	-	\$41,004



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Life Insurance	\$436	-	\$436
Employee Assistance Plan	\$98	-	\$98
Workers Compensation	\$4,592	-	\$4,592
Background Investigations	\$1,638	-	\$1,638
Drug Screens	\$1,200	-	\$1,200
Medical Services	\$1,000	-	\$1,000
Contract Svc-Genl Splsh	\$5,713	-	\$5,713
Contract Svcs-Cleani CCC	\$22,000	(\$1,000)	\$21,000
Contract Svc-Clean Highlan	\$9,500	(\$500)	\$9,000
Travel & Per Diem	\$720	\$1,200	\$1,920
Telephone	\$1,260	\$1,092	\$2,352
Postage & Freight	\$100	-	\$100
Water & Sewer Service	\$4,500	-	\$4,500
Commercial Insurance	\$8,025	-	\$8,025
Repair & Maint-Buildings	\$1,000	-	\$1,000
Repair & Maint-Vehicles	\$1,000	-	\$1,000
R&M-Equip City Center	\$1,500	-	\$1,500
R&M-Equip Splash Park	\$4,900	(\$1000)	\$3,900
Repair & Maint-Copiers	\$1,200	-	\$1,200
Printing	\$2,500	-	\$2,500
Advertising	\$750	-	\$750
Promotion	\$5,500	-	\$5,500
Special Events	\$6,500	-	\$6,500
Events-Light Up Clermont	\$24,006	-	\$24,006
Events-4th Of July	\$25,000	\$15,000	\$40,000
Events-National Nght Out	\$8,500	(\$2,449)	\$6,051
Events-Movie Series	\$4,000	-	\$4,000
Events-Camping	\$13,000	-	\$13,000
Events-Enchanted Forest	\$15,000	(\$2,800)	\$12,200
Events-Paws Inthe Park	\$1,200	-	\$1,200
Events-Juneteenth&Or Diver	\$8,500	-	\$8,500
Bank Service Charges	\$4,164	-	\$4,164
Credit Card Processing Fees	\$2,000	-	\$2,000
Office Supplies	\$2,000	(\$500)	\$1,500
Operating Supplies	\$250	-	\$250
Op Supplies-City Center	\$850	-	\$850
Op Supplies-Splash Prk	\$2,000	-	\$2,000
Gas & Oil	\$1,000	\$200	\$1,200



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Tires & Batteries	\$700	\$300	\$1,000
Uniforms	\$500	-	\$500
Uniforms - City Center	\$300	-	\$300
Uniforms - Splash Park	\$1,000	(\$100)	\$900
Minor Equipment	\$14,000	-	\$14,000
Minor Equip-City Center	\$2,750	-	\$2,750
Minor Equip -Splash Park	\$1,200	-	\$1,200
Safety Shoes	\$200	(\$200)	\$0
Software Renewals/Support	\$1,880	-	\$1,880
Subscriptions & Dues	\$1,615	-	\$1,615
Training & Education	\$1,750	-	\$1,750
Cap Out-Recreation	\$10,994	-	\$10,994
Cap Out-Vehicles	\$0	\$65,000	\$65,000
Capital Eq CCC	\$6,399	-	\$6,399
Contributions Expense-General	\$44,000	-	\$44,000
Arts And Recreation Center			
Regular Salaries	\$325,546	-	\$325,546
Part Time Salaries	\$115,894	-	\$115,894
Overtime Salaries	\$3,500	-	\$3,500
FICA	\$31,670	-	\$31,670
Defined Contribution Pension	\$27,951	-	\$27,951
Group Insurance	\$99,346	-	\$99,346
Life Insurance	\$1,025	-	\$1,025
Employee Assistance Plan	\$262	-	\$262
Workers Compensation	\$5,508	-	\$5,508
Background Investigations	\$600	-	\$600
Drug Screens	\$600	-	\$600
Medical Services	\$600	-	\$600
Contract Svcs-General	\$16,350	(\$4,350)	\$12,000
Contract Svcs-Cleaning	\$115,257	-	\$115,257
Contract Svcs-Mowing	\$49,554	(\$9,554)	\$40,000
Contract Svcs-Pest Cont	\$2,164	-	\$2,164
Contract Svc-Hvac	\$7,117	-	\$7,117
Travel & Per Diem	\$250	-	\$250
Telephone	\$2,756	(\$756)	\$2,000
Internet Service	\$5,300	-	\$5,300
Postage & Freight	\$500	-	\$500



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Electric & Gas Service	\$72,000	-	\$72,000
Water & Sewer Service	\$12,000	-	\$12,000
Solid Waste Disposal Fees	\$7,700	(\$500)	\$7,200
Rentals-Equipment	\$1,000	-	\$1,000
Commercial Insurance	\$16,700	-	\$16,700
R&M-Buildings	\$23,750	(\$750)	\$23,000
Repair & Maint-Vehicles	\$1,250	-	\$1,250
R&M-Grounds	\$7,500	-	\$7,500
Repair & Maint-Sod	\$500	-	\$500
Repair & Maint-Equipment	\$33,220	(\$11,220)	\$22,000
Repair & Maint-It Equip	\$0	\$500	\$500
Repair & Maint-Pool	\$4,500	-	\$4,500
Repair & Maint-Other	\$2,500	-	\$2,500
Repair & Maint-Copiers	\$2,000	(\$500)	\$1,500
Printing	\$1,000	-	\$1,000
Advertising	\$1,500	(\$500)	\$1,000
Advert NRPA Comm Gard	\$4,500	-	\$4,500
Other Current Charges	\$500	(\$250)	\$250
Bank Service Charges	\$4,164	-	\$4,164
Security/Monitoring Service	\$5,205	-	\$5,205
Instructor Fees - Arc	\$28,800	\$6,200	\$35,000
Permit Fees	\$0	\$250	\$250
Credit Card Processing Fees	\$3,000	(\$200)	\$2,800
Office Supplies	\$2,200	\$2,260	\$4,460
Operating Supplies	\$16,000	(\$6,000)	\$10,000
Gas & Oil	\$900	\$100	\$1,000
Tires & Batteries	\$500	\$500	\$1,000
Uniforms	\$1,500	-	\$1,500
Minor Equipment	\$16,800	(\$800)	\$16,000
Safety Equipment	\$550	-	\$550
Safety Shoes	\$600	-	\$600
Software Renewals/Support	\$7,056	-	\$7,056
Subscriptions & Dues	\$1,224	-	\$1,224
Training & Education	\$4,010	(\$2,510)	\$1,500
Cap Out-Other Improvement	\$6,097	-	\$6,097
Capital-NRPA Comm Garden	\$85,500	-	\$85,500
Capital Equipment	\$6,500	-	\$6,500



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Performing Arts Center			
Regular Salaries	\$196,890	-	\$196,890
Part Time Salaries	\$15,570	-	\$15,570
Overtime Salaries	\$500	-	\$500
FICA	\$14,871	-	\$14,871
Defined Contribution Pension	\$18,999	-	\$18,999
Group Insurance	\$52,567	-	\$52,567
Life Insurance	\$620	-	\$620
Employee Assistance Plan	\$131	-	\$131
Workers Compensation	\$990	-	\$990
Background Investigations	\$300	-	\$300
Drug Screens	\$150	-	\$150
Medical Services	\$150	-	\$150
Contract Svcs-General	\$23,000	(\$3,000)	\$20,000
Contract Svcs-Cleaning	\$0	\$500	\$500
Travel & Per Diem	\$3,300	(\$2,400)	\$900
Postage & Freight	\$2,500	\$1,000	\$3,500
Rentals-Equipment	\$12,000	-	\$12,000
Commercial Insurance	\$4,721	-	\$4,721
Repair & Maint-Buildings	\$5,758	-	\$5,758
Repair & Maint-Equipment	\$4,000	(\$1,500)	\$2,500
Printing	\$10,000	-	\$10,000
Advertising	\$68,000	(\$5,000)	\$63,000
Promotion	\$2,000	\$2,000	\$4,000
Permit Fees	\$450	-	\$450
Performer Fees	\$70,982	-	\$70,982
Perf Fees Fl Div Arts&Cul	\$71,020	-	\$71,020
Hospitality	\$20,000	-	\$20,000
Credit Card Processing Fees	\$8,000	-	\$8,000
Performer Rental Cost	\$102,000	-	\$102,000
Office Supplies	\$1,000	-	\$1,000
Operating Supplies	\$3,000	-	\$3,000
Uniforms	\$250	\$175	\$425
Minor Equipment	\$74,760	-	\$74,760
Minor Eqpt Covid	\$0	\$100	\$100
Safety Shoes	\$200	(\$100)	\$100
Software Renewals/Support	\$2,291	(\$691)	\$1,600
Operating Software	\$15,000	(\$3,000)	\$12,000



CITY OF CLERMONT
RESOLUTION NO 2022-020R

General Fund Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Subscriptions & Dues	\$1,050	(\$125)	\$925
Training & Education	\$2,300	(\$1,050)	\$1,250
Cap Out-Equipment-CPAC	\$0	\$53,500	\$53,500
Transfers/Debt Service			
Tfr To Dsf/220 Arc	\$218,467	-	\$218,467
Tfr To CPF/321	\$550,000	-	\$550,000
Tfr To Self Ins Fund/520	\$228,590	-	\$228,590
Ending Reserves	\$8,986,162	\$1,263,280	\$10,249,442
General Fund Total Expenditures	\$37,733,332	\$653,146	\$38,386,478



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

COMMUNITY REDEVELOPMENT AGENCY (CRA) FUND

CRA Revenue Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Beginnings Reserves	\$425,020	\$82,189.37	\$507,209.37
Ad Valorem Taxes	\$510,271	-\$7,925	\$502,346
Interest Earnings	\$3,000	-\$1,000	\$2,000
Total Revenue	\$938,291	\$73,264.37	\$1,011,555.37

CRA Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Regular Salaries	\$80,587	-	\$80,587
Overtime Salaries	\$1,000	\$33,800	\$34,800
FICA	\$5,792	\$2,586	\$8,378
Defined Contribution Pension	\$8,159	\$4,969	\$13,128
Group Insurance	\$30,277	-	\$30,277
Life Insurance	\$254	-	\$254
Employee Assistance Plan	\$57	-	\$57
Worker's Compensation	\$32	-	\$32
Background Investigations	\$16	-	\$16
Drug Screens	\$16	-	\$16
Pro. Svcs.-Investment Advisor	\$159	-	\$159
Audit Fee	\$8,000	-	\$8,000
Contract Svcs.-Cleaning	\$23,004	-	\$23,004
Cont. Svcs.-Clean Victory Point	\$2,901	-	\$2,901
Contract Svcs.-Pest Control	\$170	-	\$170
Cont. Svcs.-Pest Cont. Victory Pt.	\$45	-	\$45
Cont. Svcs.-Elev Maint. Victory Pt.	\$540	-	\$540
Postage & Freight	\$50	-	\$50
Electric & Gas Service	\$15,000	-	\$15,000
Electric & Gas Svc. Victory Point	\$3,600	-	\$3,600
Water & Sewer Service	\$600	-	\$600
Water & Sewer Svc. Victory Point	\$600	-	\$600
Rentals-Equipment	\$9000	-	\$9000
Rentals-Land	\$39,480	-	\$39,480
Commercial Insurance	\$8,113	-	\$8,113
Repair & Maint.-Buildings Victory Pt.	\$1,000	-	\$1,000
Repair & Maint.-Grounds Victory Pt.	\$500	-	\$500



CITY OF CLERMONT
RESOLUTION NO 2022-020R

CRA Expense Account Description	2022 Current Budget	Proposed Budget Amendment	Total 2022 Revised Budget
Repair & Maintenance-Sod	\$334	-	\$334
Repair & Maint.-Sod Victory Point	\$135	-	\$135
Repair & Maint-Fishing Piers Vict. Pt.	\$500	-	\$500
Repair & Maint.-Other-CRA Streetscp.	\$5,000	-	\$5,000
Printing	\$324	-	\$324
Advertising	\$23	-	\$23
Promotion	\$2,000	-	\$2,000
CRA Events-Sips & Salsa	\$25,000	-	\$25,000
Aquatic Weed Control Victory Point	\$1,600	-	\$1,600
Bank Service Charges	\$90	-	\$90
Operating Supplies	\$285	-	\$285
Operating Supplies Victory Point	\$432	-	\$432
Minor Equipment - CRA Streetscape	\$41,250	-	\$41,250
Subscription & Dues	\$1,000	-	\$1,000
Training & Education	\$1,400	-	\$1,400
Capital Outlay-Land	\$434,966	-\$178,090.63	\$256,875.37
Capital Outlay-Other Improvement	\$15,000	-\$15,000	\$0
Capital Outlay-Boat Ramp Removal	\$0	\$75,000	\$75,000
Cap. Out.-Pro. Svcs- Marina/Meet-me- in-the-Middle	\$0	\$25,000	\$25,000
Cap. Out.-Marina/Meet-me-in-the- Middle	\$0	\$125,000	\$125,000
Contributions-Main Street Programs	\$70,000	-	\$70,000
CRA Grants	\$100,000	-	\$100,000
Ending Reserves	\$0	-	\$0
Total Expenses	\$938,291	\$73,264.37	\$1,011,555.37

Net Increase to General Fund and CRA Fund Balance –

\$ 1,263,280



**CITY OF CLERMONT
RESOLUTION NO 2022-020R**

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2021-2022 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of July, 2022.

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Event, Open Container, and Road Closure		
Requested Action		
Recommend to approve the event, road closures, and open containers for Suntoberfest to take place on October 1 and 2, 2022 in Downtown Clermont.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th street to be closed beginning 7 a.m. on Saturday, October 1, 2022, to 11 p.m. on Sunday, October 2, 2022, to host the Suntoberfest event. The event will run from 12 p.m. – 8 p.m. on Saturday, and 12 p.m. – 8 p.m. on Sunday. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	10-1-22--10-2-22Suntoberfest 2022 application	10-1-22--10-2-22Suntoberfest 2022 application.pdf
2.	Suntober FestMap 2022	Suntober FestMap 2022.png



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 04/06/2022
Name of Event Suntoberfest 2022
Date(s) of Event 10/01/22 - 10/02/21 Estimated Attendance: 500-750
Event Start Time: 12 PM Event End Time: 8 PM
Before Event Setup Time: 7 AM Saturday After Event Cleanup Time: 11:30 PM Sunday
Name of Organization/Applicant Suncreek Brewery / Michael Ali's Coal Fired Pizza

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # 81-1334584

Event Contact William Downs Email bill@suncreekbrewery.com

Day Phone 352-636-9089 Cell Phone _____

Address 790 W. Minneola Ave City Clermont State _____ Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Suntoberfest street party with live music and entertainment. Due to new setup / layout, no other businesses will be blocked by this event.

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

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

Other Location: West Minneola Ave between 7th and parking lot in front of Suncreek. See map

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☐ Yes ☐ No

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

Describe: Requesting the City Stage rental / Lights and Sound provided by third party

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

Banners or Attention Getting Devices: ☐ Yes ☐ No

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

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

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

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

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

William Downs

Printed Name

Owner

Title

04/06/22

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Event, Open Container, and Road Closure Request		
Requested Action		
Recommend to approve the event, road closures and open containers for Irish Fest on March 18 and 19, 2023.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th streets to be closed beginning 7 a.m. on Saturday, March 18, 2023, to 11 p.m. on Sunday, March 19, 2023, to host the Irish Fest event. The event will run from 12 p.m. – 8 p.m. on Saturday, and 12 p.m. – 8 p.m. on Sunday. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 3-18-23--3-19-23Irish Fest application	3-18-23--3-19-23Irish Fest application.pdf	
2. Irish Fest 23'map	Irish Fest 23'map.png	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/10/2021 4-18-22
Name of Event Irish Fest
Date(s) of Event March 18-19th, 2023 Estimated Attendance: 500-750
Event Start Time: 12 PM March 18, 2023 Event End Time: 8 PM March 19, 2023
Before Event Setup Time: 7 AM March 18 2023 After Event Cleanup Time: 11 PM March 19, 2023
Name of Organization/Applicant Suncreek Brewery

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # 81-1334584
Event Contact Bill Downs Email bill@suncreekbrewery.com
Day Phone _____ Cell Phone 352-636-9089
Address 790 W. Minneola Ave City Clermont State FL Zip 34711
Secondary Contact _____ Phone # 352-636-9089

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

Briefly Describe Event: Two day Irish Festival with live music, food, and vendors.

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

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

Other Location: West Minneola Ave between 7th & 8th. Use of art walk.
requested.

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature
William Downs

Printed Name

Owner/ Manager

Title
04/17/2023

Date

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

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

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



FACILITY SALES RECEIPT



Receipt # 78769
Payment Date: 04/18/22
Household: 5156

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

Suncreek Brewery
 790 W. Minneola Ave
 Clermont FL 34711
 bill@suncreekbrewery.com

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: **Suncreek Brewery**
 Phone Number: **(352)636-9089**
 Reserv. Number: **12003**
 Status: **Firm**
 Purpose: **Irish Fest 2023**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 03/18/2023 @ 6:00A thru Sun 03/19/2023 @ 10:00P	223.00	223.00	10.00	10.00	213.00
Deposit:	150.00	150.00	150.00	150.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00
Daily - Resident / Non Profit	200.00	1.00	0.00	13.00	213.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 04/18/22 @ 3:23 pm by acardarelli

Total New Deposit Fees	150.00
Total New Fees	210.00
Total New Taxes	13.00
Total Due	373.00
Total Deposit Fees Paid	150.00
Total Fees Paid	9.39
Total Taxes Paid	0.61
Total Paid	160.00
Balance From Receipt	213.00

Payment of: 160.00 Made By: Check With Reference: VV2747





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Task Approval and Budget Amendment		
Requested Action		
Requesting approval of task order with Halff Engineering (formerly BESH Engineering) to evaluate the Victory Pointe drainage basin and consolidate the sub-basins into one in the amount of \$73,720 with a corresponding budget amendment.		
Staff Report		
Halff Engineering is one of our continuing Engineering Services consultants. They have submitted a proposal to re-evaluate the existing four drainage sub-basins that drain to Victory Pointe. After evaluation, Halff will submit to St. Johns River Water Management District a new permit that will create only one basin instead of the existing four. This will allow for maximum use of all the impervious credits that were created by the construction of Victory Pointe and support development as it was originally intended to do. Without this revaluation and new permitting downtown development based on the allowed zero lot lines may not be permitted with the District. The budget amendment for the task order for Victory Pointe analysis will be included in the Stormwater Fund with a corresponding transfer for the project from the CRA Fund.		
Additional Analysis		
Fiscal Impact Summary		
The amount for this project (\$73,720) was not included in the current fiscal year approved budget. A budget amendment is needed and will be funded from the Stormwater Fund with a corresponding transfer for the project from the CRA fund. This will be adopted through a formal resolution for a budget amendment. Department Account Code: 45538-53100		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$73,720	CRA Funds	\$0.00
Exhibits Attached (copies of original agreements)		
1. Victory Pointe Basin analysis staff memo	Victory Pointe Basin analysis staff memo.doc	
2. Victory Pointe basin Halff proposal	Victory Pointe basin Halff proposal.pdf	
3. Victory Pointe before and after basin maps	Victory Pointe before and after basin maps.pdf	



Memo

To: Stoney Brunson, Public Services Director
From: James Maiworm, Public Services Assistant Director
Date: June 30th, 2022
Re: Victory point basin analysis

When Victory Pointe was imagined as a regional Stormwater filtration pond, the driving objective was to create a system that would support downtown redevelopment and provide an outlet for “zero lot line” development.

Historically four sub-basins drained to what was West Lake at the time. These four basins were defined by the grade contours over the land and where they channeled the rainwater to historic low points.

Impervious permitting thru the St. Johns River Water Management District is typically based around basin or sub-basin capacity to hold storm water and the conveyance systems ability to move the water to a detention location. In this case West Lake was the original destination that was turned into Victory Pointe. As Victory Pointe was created, additional Stormwater storage capacity was factored into the project. The three phases of the streetscape project have increased the capacity of the conveyance systems as well.

Victory Pointe was constructed to have a maximum capacity of 44.02 acres of impervious surface held in the pond area. Current impervious surface area in all four sub-basins amounts to 27.47 acres. This means that 16.55 acres of impervious can be added to Victory Pointe before the basin is at its maximum capacity. The available 16.55 acres of impervious credits are not equally spread around each of the four sub-basins. This limits what and where development can occur and restricts the usage of the available 16.44 acres left in Victory Pointe.

Halff Engineering has created a proposal that will re-model all of the four existing sub-basins and recreate the basin boundary so that the maximum benefit from Victory Pointe can be achieved. Without re-modeling and reconfiguring the basin lines, additional development in the downtown maybe a risk of not receiving a permit from the St. Johns River Water Management District.



VIA EMAIL jmaiworm@clermontfl.org

May 3, 2022, revised May 11, 2022

James Maiworm
Assistant Director Public Services
City of Clermont
3335 Hancock Road
Clermont, FL 34711

**RE: REVISED AGREEMENT/PROPOSAL FOR VICTORY POINTE ANALYSIS,
CLERMONT, FLORIDA, LAKE COUNTY (AVO 043826.264)**

Dear Mr. Maiworm:

Scope of Services – Halff Associates, Inc.

PHASE 100 SITE INSPECTION

Halff will conduct a thorough site inspection of the Victory Pointe project to ensure that the project appears to have been constructed in substantial conformance with the plans prepared by GAI. Inspection will be visual in nature and will not include formal surveying services unless requested by client under separate task. If portions of the Victory Pointe project appear to be unmaintained, constructed incorrectly, or otherwise not functioning as intended, Halff will alert client so that client may take remedial action.

FEE: \$4,000.00

PHASE 200 STORMWATER MODELING

Halff will recreate the stormwater calculations and model for the Victory Pointe basin for use in SJRWMD permitting. Halff will verify the basin input parameters, as well as work to fix errors (both known and unknown) within the Victory Pointe Basin model. Work will include the redrawing of basin lines, recalculation of pervious and impervious areas, inclusion of known permit modifications, and will seek to combine all of the sub-basins that drain to west lake into one overall basin. Model will recheck original pre/post parameters from original permit. In discussions with City staff, only SJRWMD criteria will be used for stormwater modeling purposes.

FEE: \$38,720.00

HALFF ASSOCIATES, INC.

902 NORTH SINCLAIR AVENUE
TAVARES, FL 32778

TEL (352) 343-8481

WWW.HALFF.COM

**PHASE 300 TEMPLATE FOR EQUIVALENT IMPERVIOUS AREA/ATTENUATION OVER
75% IMPERVIOUS**

Halff will create a template for use by the city to easily calculate equivalent impervious area when alternate stormwater attenuation is provided on development sites within the Victory Pointe Basin. Halff will use the 7th street parking project as an example. A template will also be provided to determine the amount of attenuation that must be provided to mitigate impervious acreages over 75% impervious to protect the stormwater conveyance system.

FEE: \$8,000.00

PHASE 400 SJRWMD PERMITTING

Halff will prepare and submit a SJRWMD permit implementing the changes created in the stormwater model and calculations. Halff will meet with WMD as needed, answer RAI questions and coordinate the permitting process.

FEE: \$8,000.00

PHASE 500 MISCELLANEOUS SURVEYING SERVICES (BUDGET)

Halff will perform miscellaneous surveying services as needed for project support, and only if directed by the city. Services will be performed on hourly basis. If Budget number is exceeded, a change order will be required for extra work.

FEE: \$10,000.00

PHASE 600 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$4,000.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the below Rate Schedule, or at cost.

FEE: \$1,000.00 (BUDGET, TO BE BILLED AT COST)

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TAVARES, FL 32778

TEL (352) 343-8481

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FEE SUMMARY

TASK	AMOUNT
PHASE 100	\$4,000.00
PHASE 200	\$38,720.00
PHASE 300	\$8,000.00
PHASE 400	\$8,000.00
PHASE 500	\$10,000.00
PHASE 600	\$4,000.00
PHASE 9999	\$1,000.00
TOTAL	\$73,720.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Topography Survey
3. Soil Boring Location and Elevation Survey
4. Monumentation of wetlands for Conservation Easement
5. Platting
6. Sketch and Descriptions for Conservation Easements
7. Offsite Right-of-Way survey for utilities.
8. Tree Survey
9. As-built Survey
10. Off-site Utilities Design
11. Off-site Roadway or Transportation Improvements
12. Boat Dock and Ramp Design/Permitting
13. CADD support for environmentalist.
14. FEMA CLOMR
15. FEMA Map Amendment
16. NPDES Permitting
17. Bid Documents & Bidding
18. Conditional Use Permit
19. Earthwork Calculations
20. Construction Administration
21. Rezoning
22. Land Use Changes
23. Franchise Utility Coordination
24. Conversion of AutoCad Files to any other format

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TAVARES, FL 32778

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25. Signing and Pavement Marking Plans
26. Written Specifications
27. Cost Estimating
28. Environmental Assessments
29. Army Corp. of Engineers Dredge and Fill
30. Florida Fish and Wildlife Conservation Commission Permit
31. Wetland Flagging/Delineation
32. Landscape/Irrigation Plans
33. Hardscape, Walls, Entry Features
34. Lighting/Photometric Design
35. Electrical Controls for Lift Stations
36. Geotechnical Investigations
37. Traffic Study / Impact Analysis
38. Retaining Wall Structural Design
39. Noise Study
40. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
41. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
42. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

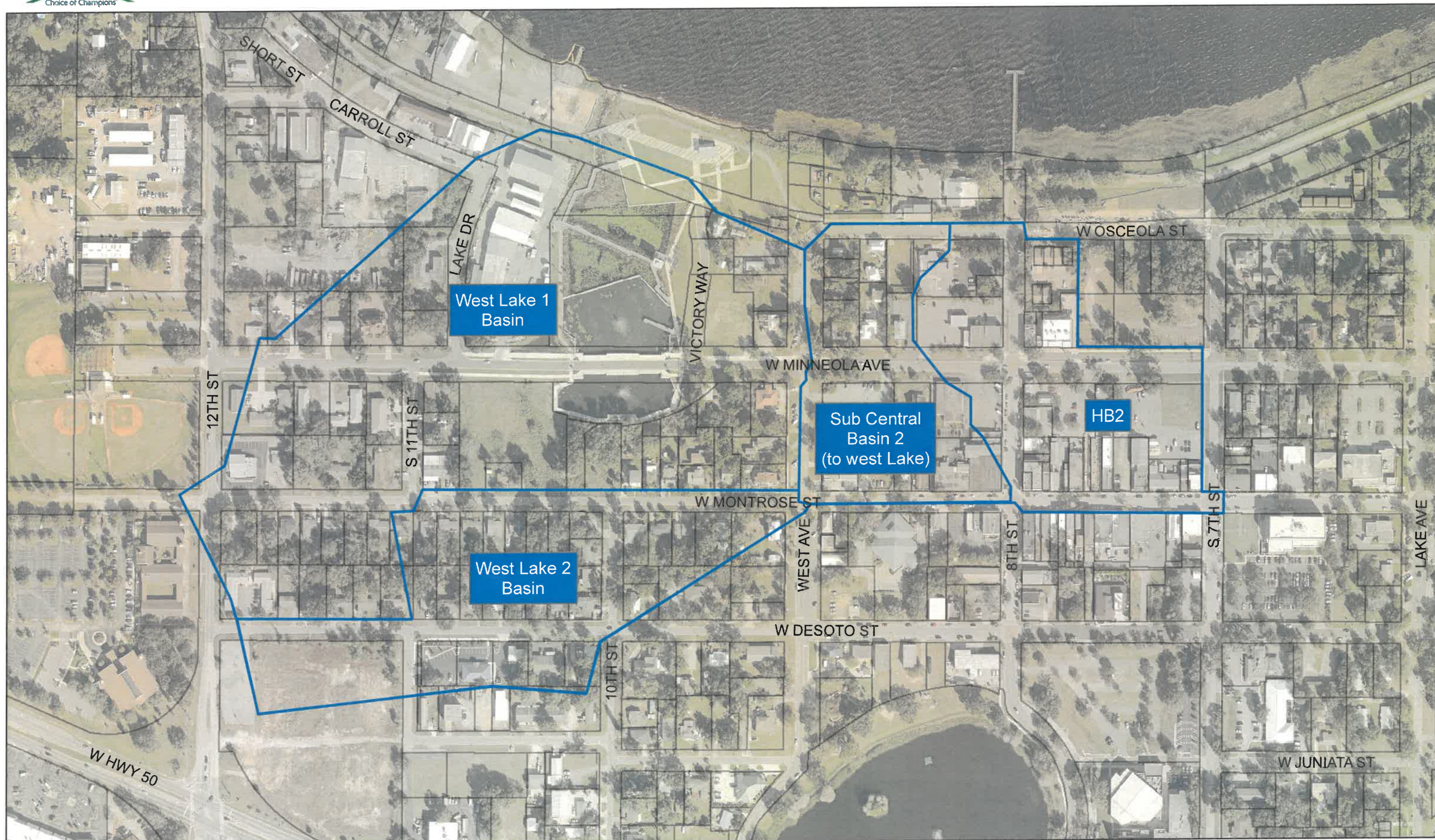
HALFF ASSOCIATES, INC.

902 NORTH SINCLAIR AVENUE
TAVARES, FL 32778

TEL (352) 343-8481

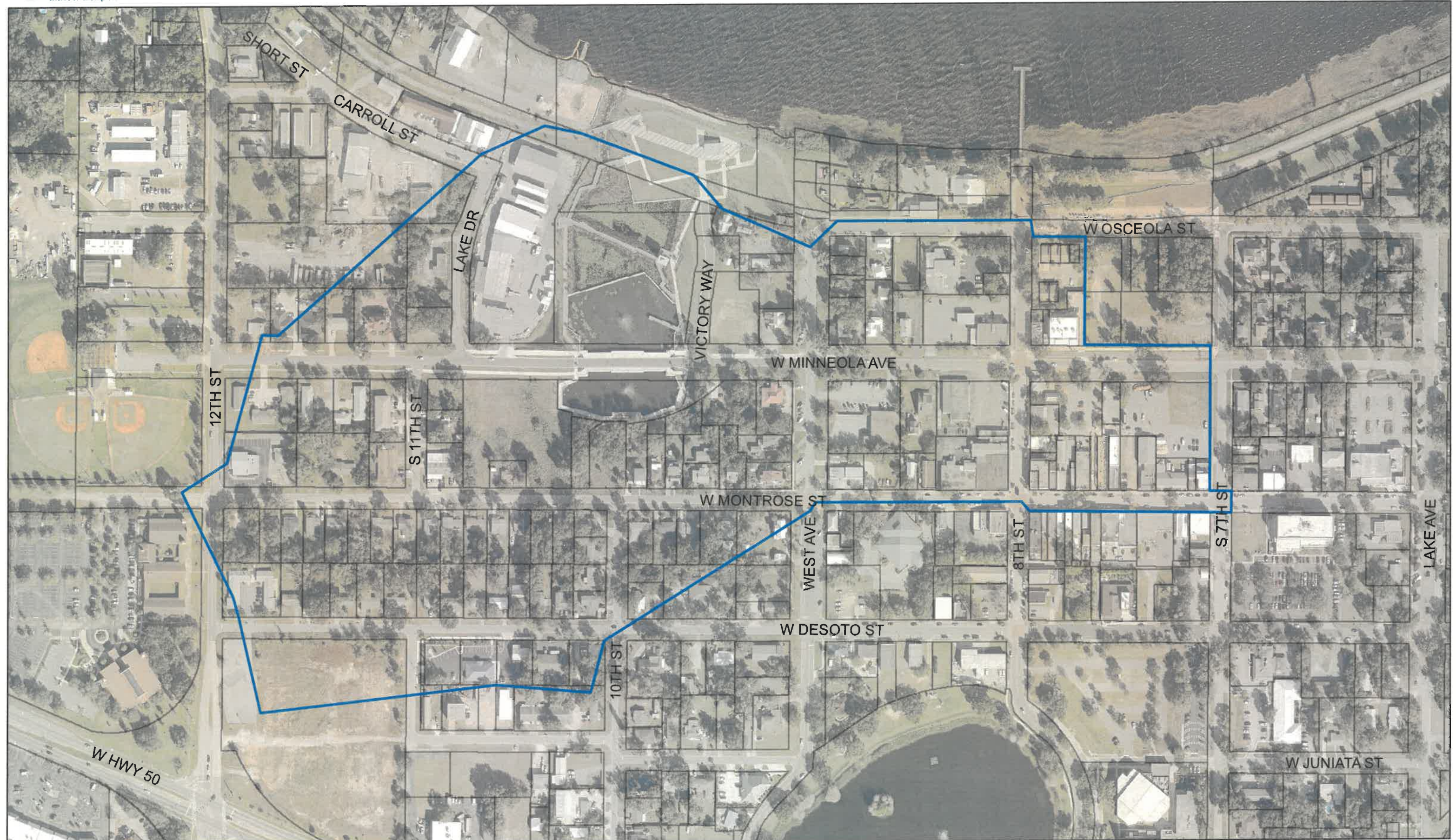
WWW.HALFF.COM

VICTORY POINTE BASIN EXISTING SUB BASINS



500 250 0 500 Feet

VICTORY POINTE BASIN AFTER MODIFICATION



500 250 0 500 Feet



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Resolution No. 2022-009R <i>Johnson CUP</i>		
Requested Action		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Johnson Signed CUP Withdrawal	Johnson Signed CUP Withdrawal.pdf	

Kathy and Todd Johnson

1730 Nita Place

Clermont, FL 34711

321-299-7218

June 6, 2022

John Kruse

Development Services Planning Manager

City of Clermont

685 West Montrose Street

Clermont, FL 34711

352-241-7309

jekruse@clermontfl.org

Regarding: Resolution NO. 2022-009R

Hello John....

This letter is to request the withdrawal of the variance previously submitted including removing us from the scheduled City Council Meeting, Tuesday, July 12, 2022.

Thank you,



Kathy and Todd Johnson



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 12, 2022	
Agenda Item Name	
Resolution No. 2022-010R <i>Clermont Yacht Club CUP</i>	
Requested Action	
Recommend denial of Resolution No 2022-010R.	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow for the construction of the 108 condominium units as a third phase approved as part of a 1998 Master Development Plan (Resolution No. 98-1029), which permitted 205 multi-family units and 266 townhome or condo units. On November 24, 1998, the Clermont City Council approved a Conditional Use Permit for a Planned Unit Development (Resolution No. 98-1029). As part of the first and second phase, the developer constructed approximately 158 of the townhome/condominium units and the recreation amenities for the project. The developer never moved forward with the third phase and the construction of the remaining 108 units. The applicant has submitted an updated Traffic Impact Study (TIS) for review by the City's Traffic Engineer Consultant, and the results of the analysis indicates, that all intersections are projected to operate at acceptable levels of service (LOS) and the proposed project is not anticipated to have any adverse impact on the surrounding roadway networks and intersections. The applicant will be required to coordinate and comply with the requirements of Lake County Public Schools for School Concurrence. The applicant proposes that the condo units shall be designed and constructed in a manner that reflects similar styles, materials, colors and design features that unify and provide for an aesthetically compatible transition with the existing onsite townhome development. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and due to the prior 1998 approvals and entitlements initially found that the proposed use was compatible with the area and consistent with the intent of the Comprehensive Plan goals, objectives and policies. However, after discussion at the Planning and Zoning Commission meeting and further review, it was discovered that in the 1998 Conditional Use Permit had the following language "This permit shall be come null and void if substantial construction work has not begun within one (1) year of the date of issuance of this Conditional Use Permit. Substantial construction work means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion." Additionally, it was discovered that in 2008 the developer had approached the city advising that they would not be completing the third phase and requested and received a refund of all impact fees paid for the third phase. As a result, as the original entitlements for the project are no longer valid, staff is required to review the current application as a separate stand-alone application. Upon further review, it is staff's view that the number of units and density of the proposed project will be detrimental to the general welfare of persons residing in the vicinity. Staff recommends denial of Resolution 2022-010R to allow for up to 108 condominium units. The Planning and Zoning Commission was divided on the request and was not able to reach consensus on a recommendation. Attached, please see the "Public Concerns and Comments" from the Planning and Zoning Meeting.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	2022-010R - Clermont Yacht Club CUP (06.22.2022)	2022-010R - Clermont Yacht Club CUP (06.22.2022).pdf	
2.	LOCATION MAP	LOCATION MAP.pdf	
3.	CYC Condos Aerial SS 2-10-2022	CYC Condos Aerial SS 2-10-2022.pdf	
4.	CYC Condos Prel SP SS 2-10-2022	CYC Condos Prel SP SS 2-10-2022.pdf	
5.	Clermont Yacht Club Rendering	Clermont Yacht Club Rendering.pdf	
6.	CYC Typical Condo Elevation Plans	CYC Typical Condo Elevation Plans.pdf	
7.	Traffic Impact Study Summary	CYC TIA Summary.pdf	
8.	Clermont Yacht Club Revised TIA Review	Clermont Yacht Club Revised TIA Review.pdf	
9.	Public Comments - City Website	Public Comments.pdf	
10.	Public Comments and Concerns-P & Z Meeting	Public Comments and Concerns-P & Z Meeting.pdf	
11.	CUP Application- Masthead - Signed	CUP Application- Masthead - Signed.pdf	
12.	Yacht Club legal ad 7201400	Yacht Club legal ad 7201400.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-010R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN INCREASE TO THE NUMBER OF MULTI-FAMILY UNITS PERMITTED FOR THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 3, 2022 made no recommendation of this Conditional Use Permit to allow an increase to the number of multi-family units permitted for the Planned Unit Development; at the following location:

LOCATION:

Vacant parcel located adjacent to E. Grand Highway
Clermont Yacht Club
Alternate Key 3798475

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

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

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

This application for a Conditional Use Permit to allow an increase to the number of multi-family units permitted for the Planned Unit Development; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. 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



CITY OF CLERMONT
RESOLUTION NO. 2022-010R

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. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan (Exhibit A) prepared by McCoy & Associates, dated February 2022. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan. The presentation site plan does not grant any development entitlements.



CITY OF CLERMONT
RESOLUTION NO. 2022-010R

SECTION 2: LAND USE

1. This Conditional Use Permit shall grant approval to allow for the development and construction of 108 multi-family dwelling units as approved with the Master Planned Unit Development (Resolution No. 98-1029).
2. The development shall comply with the requirements of the Land Development Regulations and the provisions and conditions of the Master Development Plan (Resolution No. 98-1029)
3. The buildings shall be designed and constructed in a manner that reflects similar styles, materials, colors and design features that unify and provide for an aesthetically compatible transition with the existing onsite condominium development.
4. The development shall provide adequate onsite parking which includes additional guest parking that meet the requirements of Chapter 98-Parking.
5. Any fences and walls must be decorative and provide aesthetically pleasing design features to complement the existing neighborhoods.
6. The applicant/owner must coordinate with the Lake County School District for school capacity and concurrency requirements pertaining to schools, and in conformance with City Code, prior to the issuance of any building permits.
7. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the development.
8. The developer or property owner shall be responsible for implementation and construction of any recommended traffic improvements requirements based on the results of the (TIS) Traffic Impact Study. The developer shall be responsible for any proportionate fair share improvement obligations, which must meet the design standards of the City of Clermont, Lake County and Florida Department of Transportation (FDOT) maintained roads.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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



CITY OF CLERMONT
RESOLUTION NO. 2022-010R

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-010R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of July 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

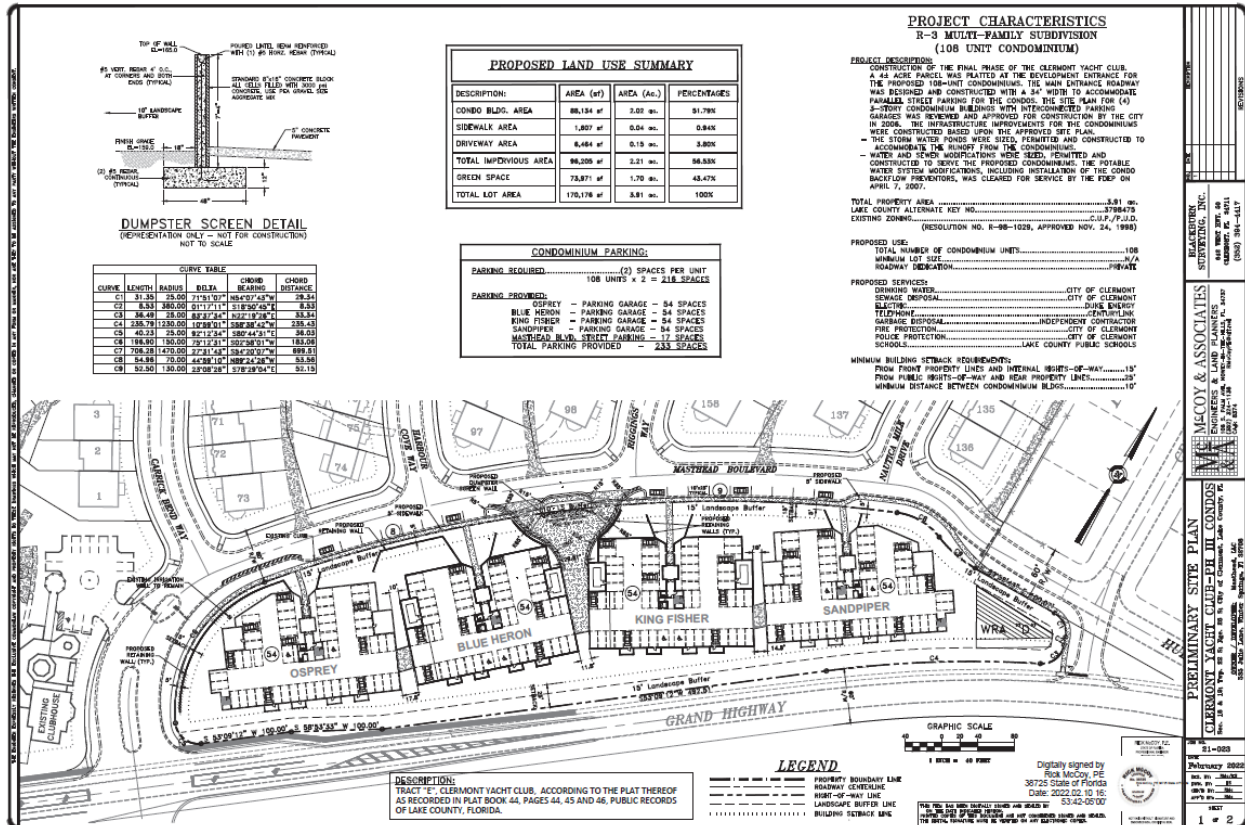
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT RESOLUTION NO. 2022-010R

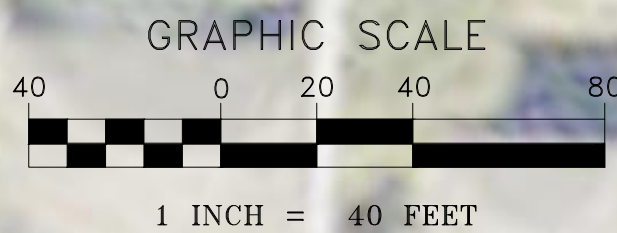
Exhibit A Presentation Site Plan



LOCATION MAP



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



DESCRIPTION:
TRACT "E", CLERMONT YACHT CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 44, 45 AND 46, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND	
	PROPERTY BOUNDARY LINE
	ROADWAY CENTERLINE
	RIGHT-OF-WAY LINE
	LANDSCAPE BUFFER LINE
	BUILDING SETBACK LINE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY I
ON THE DATE INDICATED HEREON.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.
THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by
Rick McCoy, PE
38725 State of Florida
Date: 2022.02.10 16:
54:50-05'00"

RICK MCCOY, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 38725



NOT VALID WITHOUT SIGNATURE AND EMBOSSED SEAL OR DIGITAL SEAL

2020 AERIAL OVERLAY
CLERMONT YACHT CLUB-PH III CONDOS
Sec. 18 & 19; Twp. 22 S; Rge. 26 S; City of Clermont, Lake County, FL
OWNER / DEVELOPER: Masthead, LLC
535 Julie Lane, Winter Springs, FL 32708

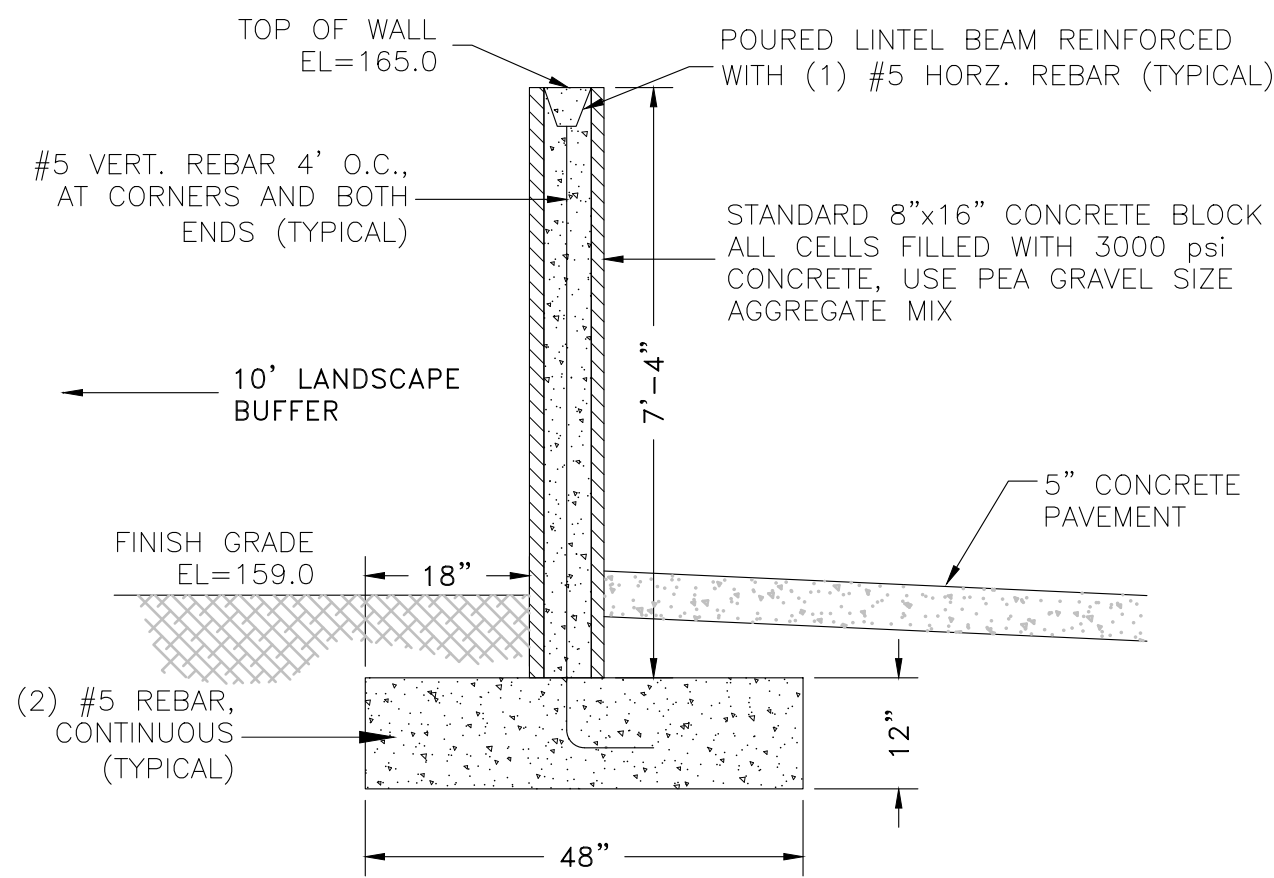
Mc & A
ENGINEERS & LAND PLANNERS
106 S. PALM AVE., HOWEY-IN-THE-HILLS, FL 34737
(352) 324-1156 RMcCoyPE@att.net
CA#: 8574

BLACKBURN SURVEYING, INC.
642 WEST HWY. 50
CLERMONT, FL 34711
(352) 394-4417

NO.	DATE	DESCRIPTION
1		

JOB NO.	21-023
DATE	February 2022
DES. BY:	RMc/ES
CHK'D BY:	ES
APP'D BY:	RMc
SHEET	2 OF 2

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



DUMPSTER SCREEN DETAIL
(REPRESENTATION ONLY - NOT FOR CONSTRUCTION)
NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.35	25.00	71°51'07"	N54°07'43"W	29.34
C2	8.53	380.00	01°17'11"	S18°50'45"E	8.53
C3	36.49	25.00	83°37'34"	N22°19'26"E	33.34
C4	235.79	1230.00	10°59'01"	S58°38'42"W	235.43
C5	40.23	25.00	92°12'34"	S80°44'31"E	36.03
C6	196.90	150.00	75°12'31"	S02°58'01"W	183.06
C7	706.28	1470.00	27°31'43"	S54°20'07"W	699.51
C8	54.96	70.00	44°59'10"	N89°24'26"W	53.56
C9	52.50	130.00	23°08'26"	S78°29'04"E	52.15

PROPOSED LAND USE SUMMARY

DESCRIPTION:	AREA (sf)	AREA (Ac.)	PERCENTAGES
CONDO BLDG. AREA	88,134 sf	2.02 ac.	51.79%
SIDEWALK AREA	1,607 sf	0.04 ac.	0.94%
DRIVEWAY AREA	6,464 sf	0.15 ac.	3.80%
TOTAL IMPERVIOUS AREA	96,205 sf	2.21 ac.	56.53%
GREEN SPACE	73,971 sf	1.70 ac.	43.47%
TOTAL LOT AREA	170,176 sf	3.91 ac.	100%

CONDOMINIUM PARKING:

PARKING REQUIRED.....(2) SPACES PER UNIT
108 UNITS x 2 = 216 SPACES

PARKING PROVIDED:
OSPREY - PARKING GARAGE - 54 SPACES
BLUE HERON - PARKING GARAGE - 54 SPACES
KING FISHER - PARKING GARAGE - 54 SPACES
SANDPIPER - PARKING GARAGE - 54 SPACES
MASTHEAD BLVD. STREET PARKING - 17 SPACES
TOTAL PARKING PROVIDED - 233 SPACES

PROJECT CHARACTERISTICS

R-3 MULTI-FAMILY SUBDIVISION

(108 UNIT CONDOMINIUM)

PROJECT DESCRIPTION:

CONSTRUCTION OF THE FINAL PHASE OF THE CLERMONT YACHT CLUB. A 4± ACRE PARCEL WAS PLATTED AT THE DEVELOPMENT ENTRANCE FOR THE PROPOSED 108-UNIT CONDOMINIUMS. THE MAIN ENTRANCE ROADWAY WAS DESIGNED AND CONSTRUCTED WITH A 34' WIDTH TO ACCOMMODATE PARALLEL STREET PARKING FOR THE CONDOS. THE SITE PLAN FOR (4) 3-STORY CONDOMINIUM BUILDINGS WITH INTERCONNECTED PARKING GARAGES WAS REVIEWED AND APPROVED FOR CONSTRUCTION BY THE CITY IN 2006. THE INFRASTRUCTURE IMPROVEMENTS FOR THE CONDOMINIUMS WERE CONSTRUCTED BASED UPON THE APPROVED SITE PLAN.

- THE STORM WATER PONDS WERE SIZED, PERMITTED AND CONSTRUCTED TO ACCOMMODATE THE RUNOFF FROM THE CONDOMINIUMS.
- WATER AND SEWER MODIFICATIONS WERE SIZED, PERMITTED AND CONSTRUCTED TO SERVE THE PROPOSED CONDOMINIUMS. THE POTABLE WATER SYSTEM MODIFICATIONS, INCLUDING INSTALLATION OF THE CONDO BACKFLOW PREVENTORS, WAS CLEARED FOR SERVICE BY THE FDEP ON APRIL 7, 2007.

TOTAL PROPERTY AREA3.91 ac.
LAKE COUNTY ALTERNATE KEY NO.....3798475
EXISTING ZONING.....C.U.P./P.U.D.
(RESOLUTION NO. R-98-1029, APPROVED NOV. 24, 1998)

PROPOSED USE:

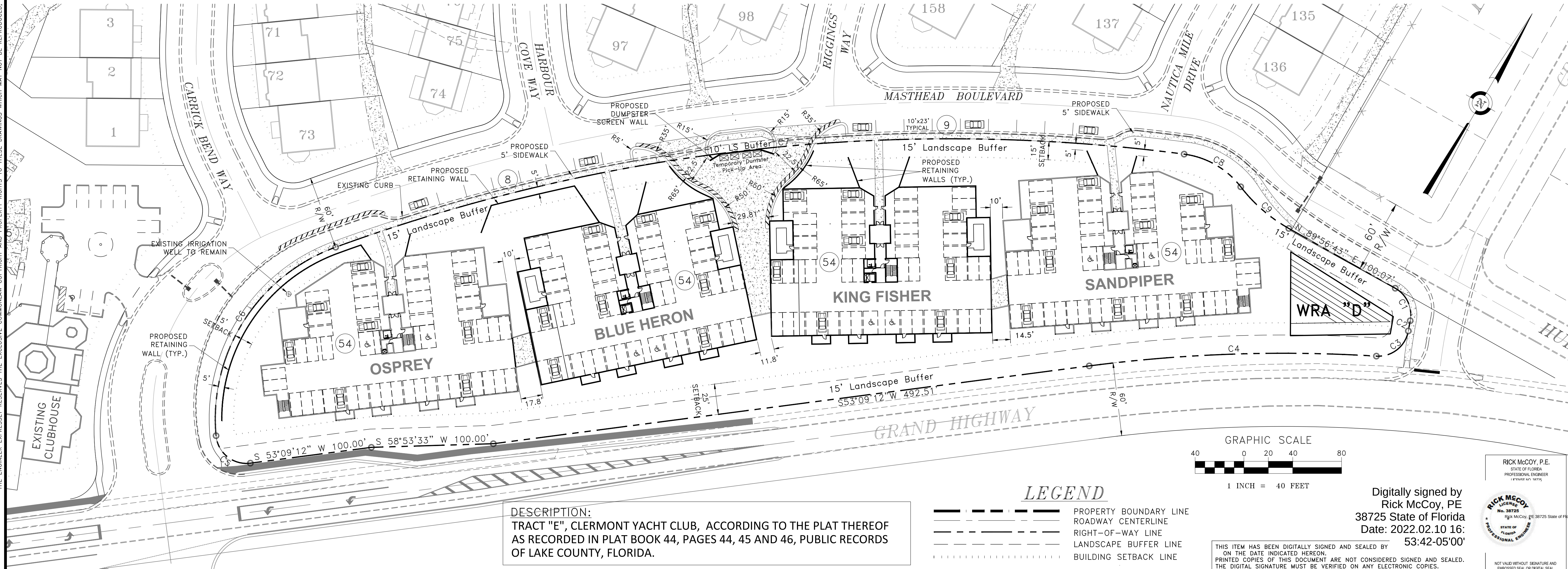
TOTAL NUMBER OF CONDOMINIUM UNITS.....108
MINIMUM LOT SIZE.....N/A
ROADWAY DEDICATION.....PRIVATE

PROPOSED SERVICES:

DRINKING WATER.....CITY OF CLERMONT
SEWAGE DISPOSAL.....CITY OF CLERMONT
ELECTRIC.....DUKE ENERGY
TELEPHONE.....CENTURYLINK
GARBAGE DISPOSAL.....INDEPENDENT CONTRACTOR
FIRE PROTECTION.....CITY OF CLERMONT
POLICE PROTECTION.....CITY OF CLERMONT
SCHOOLS.....LAKE COUNTY PUBLIC SCHOOLS

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM FRONT PROPERTY LINES AND INTERNAL RIGHTS-OF-WAY.....15'
FROM PUBLIC RIGHTS-OF-WAY AND REAR PROPERTY LINES.....25'
MINIMUM DISTANCE BETWEEN CONDOMINIUM BLDGS.....10'



BLACKBURN
SURVEYING, INC.
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CLERMONT, FL 34711
(352) 394-4417

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
106 S. PALM AVE. HOWEY-IN-THE-HILLS, FL 34737
(352) 324-1156
RmcCoyPE@att.net
CA#: 6574

PRELIMINARY SITE PLAN
CLERMONT YACHT CLUB-PH III CONDOS
Sec. 18 & 19; Twp. 22 S; Rge. 26 S; City of Clermont, Lake County, FL
OWNER / DEVELOPER: Masthead, LLC
535 Julie Lane, Winter Springs, FL 32708

JOB NO.
21-023
DATE
February 2022
DES. BY: RMc/ES
DWN. BY: ES
CHK'D BY: RMc
APP'D BY: RMc
SHEET
1 OF 2



OSPREY



INDEX OF ARCHITECTURAL DRAWINGS			
SHT	DESCRIPTION	SHT	DESCRIPTION
C-1	COVER SHEET	A-4.4	1/4" ENLARGED UNIT PLAN
SP-1	ARCHITECTURAL SITE PLAN	A-5	ROOF PLAN
A-1	OVERALL GARAGE FLOOR PLAN	A-6	EXTERIOR ELEVATIONS FRONT & REAR
A-2	OVERALL 1ST FLOOR DIMENSION PLAN	A-7	EXTERIOR ELEVATIONS LEFT & RIGHT
A-2.1	1st FLOOR 1/4" ENLARGED UNIT PLAN	A-8	TYPICAL WALL SECTIONS
A-2.2	1st FLOOR 1/4" ENLARGED UNIT PLAN	A-8.1	TYPICAL WALL SECTIONS
A-2.3	1st FLOOR 1/4" ENLARGED UNIT PLAN	A-9	CENTER STAIR SECTION AND DETAILS
A-2.4	1st FLOOR 1/4" ENLARGED UNIT PLAN	A-9.1	'B' STAIR SECTION AND DETAILS
A-3	OVERALL 2ND FLOOR DIMENSION PLAN	A-9.2	'B' STAIR SECTION AND DETAILS
A-3.1	2nd FLOOR 1/4" ENLARGED UNIT PLAN	A-9.3	'C' STAIR SECTION AND DETAILS
A-3.2	2nd FLOOR 1/4" ENLARGED UNIT PLAN	A-9.4	'C' STAIR SECTION AND DETAILS
A-3.3	2nd FLOOR 1/4" ENLARGED UNIT PLAN	A-10	FIRE WALL DETAILS
A-3.4	2nd FLOOR 1/4" ENLARGED UNIT PLAN	A-11	DOOR, WINDOW, FINISH SCHEDULES/ADA DETAILS
A-4	OVERALL 3RD FLOOR DIMENSION PLAN	A-12	GARAGE LIFE SAFETY PLAN
A-4.1	3rd FLOOR 1/4" ENLARGED UNIT PLAN	A-12.1	FIRST & SECOND FLOOR LIFE SAFETY PLAN
A-4.2	3rd FLOOR 1/4" ENLARGED UNIT PLAN	A-12.2	THIRD FLOOR LIFE SAFETY PLAN
A-4.3	3rd FLOOR 1/4" ENLARGED UNIT PLAN		

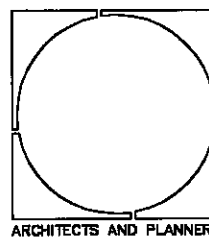
INDEX OF MECHANICAL DRAWINGS	
SHT	DESCRIPTION
M-1	GROUND FLOOR HVAC PLAN
M-2	1ST FLOOR HVAC PLAN
M-3	2ND FLOOR HVAC PLAN
M-4	3RD FLOOR HVAC PLAN
M-5	ROOF HVAC PLAN
M-6	HVAC RISER, SCHEDULES AND NOTES
M-7	HVAC DETAILS

INDEX OF ELECTRICAL DRAWINGS	
SHT	DESCRIPTION
E-1	GROUND FLOOR ELECTRICAL PLAN
E-2	1ST FLOOR ELECTRICAL PLAN
E-3	2ND FLOOR ELECTRICAL PLAN
E-4	3RD FLOOR ELECTRICAL PLAN
E-5	ROOF ELECTRICAL PLAN
E-6	LOAD CALCULATIONS AND PANELS
E-7	LOAD CALCULATIONS AND PANELS
E-8	ELECTRICAL RISER AND NOTES
E-9	CABLE AND TV RISER

INDEX OF STRUCTURAL DRAWINGS	
SHT	DESCRIPTION
S-1	FOUNDATION PLAN
S-2	GARAGE FRAMING PLAN
S-3	1ST FLOOR FRAMING PLAN
S-4	2ND FLOOR FRAMING PLAN
S-5	ROOF FRAMING PLAN
S-6	DETAIL SHEET 1
S-7	DETAIL SHEET 2
S-8	DETAIL SHEET 3
S-9	NOTES AND SPECIFICATIONS

INDEX OF PLUMBING DRAWINGS	
SHT	DESCRIPTION
P-1	GROUND FLOOR PLUMBING PLAN
P-2	FIRST FLOOR PLUMBING PLAN
P-3	SECOND FLOOR PLUMBING PLAN
P-4	THIRD FLOOR PLUMBING PLAN
P-5	ROOF DRAINAGE PLAN
P-6	DETAIL SHEET 1
P-7	PLUMBING RISER
P-8	PLUMBING DETAILS

AREA CALCULATIONS	
GROUND FLOOR A/C.....	570 S.F.
FIRST FLOOR A/C.....	15,763 S.F.
SECOND FLOOR A/C.....	16,479 S.F.
THIRD FLOOR A/C.....	16,428 S.F.
TOTAL U/A AREA.....	49,240 S.F.
COVERED ENTRY.....	207 S.F.
GARAGE.....	21,121 S.F.
FIRST FLOOR COVERED AREAS.....	1,028 S.F.
SECOND FLOOR COVERED AREAS.....	1,028 S.F.
THIRD FLOOR COVERED AREAS.....	1,028 S.F.
TOTAL AREA.....	73,652 S.F.

CODE CONSULTANT:	ENGINEER OF RECORD:	OWNER:	CIVIL ENGINEER:
 SLA Architects and Planners, Inc. 11382 Prosperity Farms Rd. Suite 225 Palm Beach Gardens, Florida 33410 561-626-6599	LTL ASSOCIATES, INC. CONSULTING ENGINEERS CERTIFICATE OF AUTHORIZATION NO. 6116 5725 Corporate Way, Suite 202, West Palm Beach, Florida 33407 (561) 478-1845 Fax: (561) 478-6881	MASTHEAD, L.L.C. 1150 W. MINNEOLA AVE. CLERMONT, FLORIDA 34711 (352) 394-4436	McCOY & ASSOCIATES 713 W. MONTROSE ST. CLERMONT, FLORIDA 34711

LTL ASSOCIATES, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NO. 6116
5725 Corporate Way, Suite 202, West Palm Beach, Florida 33407
(561) 478-1845 Fax: (561) 478-6881

MASTHEAD, L.L.C.
OWNER
1150 W. MINNEOLA AVE.
CLERMONT, FLORIDA 34711

OSPREY
CLERMONT YACHT CLUB
CONDOMINIUMS
CLERMONT, FLORIDA

SEAL
LEONARD A. TYLKA JR. PE
FL. LIC. NO. 31738
DATE 27 APR. 06
SCALE AS SHOWN
DRAWN DMW
JOB CLERMONT YC
SHEET
C-1
OF 66 SHEETS

REVISIONS	BY

LTL ASSOCIATES, INC.
 CONSULTING ENGINEERS
 CERTIFICATE OF AUTHORIZATION NO. 6116
 5725 Corporate Way, Suite 202, West Palm Beach, Florida 33407
 (561) 478-1845 Fax: (561) 478-6881

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 CLERMONT, FLORIDA 34711

OPREY
CLERMONT YACHT CLUB
CONDOMINIUMS
 CLERMONT, FLORIDA

SEAL

LEONARD A. TYLKA JR. PE
 FL. LIC. NO. 31738

DATE 27 APR, 06

SCALE AS SHOWN

DRAWN DMW

JOB CLERMONT YC

SHEET

A-6
 OF 66 SHEETS



FRONT ELEVATION

SCALE : 1/8" = 1'-0"



REAR ELEVATION

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



LEFT SIDE ELEVATION

SCALE : 1/8" = 1'-0"

REVISIONS	BY

LTL ASSOCIATES, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NO. 6116
5725 Corporate Way, Suite 202, West Palm Beach, Florida 33407
(561) 478-1845 Fax: (561) 478-6881

OWNER:
MASTHEAD L.L.C.
1150 W. MINNEOLA AVE.
CLERMONT, FLORIDA 34711

OSPREY
CLERMONT YACHT CLUB
CONDOMINIUMS
CLERMONT, FLORIDA

SEAL	LEONARD A. TYLKA JR. PE FL LIC. NO. 31738
DATE	27 APR, 06
SCALE	AS SHOWN
DRAWN	DMW
JOB	CLERMONT YC
SHEET	A-7 OF 66 SHEETS



Masthead, LLC

Clermont Yacht Club Residential Development

Traffic Study Report

Lake County, Florida

April 11, 2022

Executive Summary

A 108-unit multi-family residential development is proposed on a 3.91-acre vacant tract of land located in Lake County west of US 27 and east of Lake Minneola. Access to the proposed development is to be provided by a single access driveway. The driveway will be located on Masthead Boulevard between Harbour Cove Way and Riggings Way. The proposed development is estimated to generate 768 new trips per day, of which 67 new vehicle trips would occur during the PM peak hour of the adjacent street.

A roadway segment analysis was performed to evaluate the future traffic operations on four roadway segments throughout the study area, with and without the proposed development. The results of the analysis indicate that all of the study roadway segments are projected to operate at volume-to-capacity ratios that are less than or equal to 0.68, which equate to a Level of Service (LOS) D or better during the PM peak hour period in the year 2023. Highway capacity and LOS analyses were also performed for the proposed development's single access driveway and four other intersections located in the area of influence. The results of the analysis indicate that all of the study intersections are projected to operate at a similar level of service during the PM peak hour with or without the proposed development.

The need for dedicated right and left turn lanes on Masthead Boulevard at the project's single access driveway was evaluated using prescribed volume warrants. The results of the turn lane warrant review indicate that neither an exclusive right turn lane nor an exclusive left turn lane into the project driveway on Masthead Boulevard is warranted based on meeting prescribed minimum volume thresholds.

Transit routes and multimodal facilities in the project area were analyzed to evaluate the impact of the proposed development. There are no transit routes in the general project area. Pedestrian and bicycle facilities will not experience negative impacts due to the proposed development.

Professional Engineer's Certification

I Elizabeth Fernandez, PE, a registered professional engineer in the State of Florida (PE License 91091), hereby certify that the traffic analyses employed to evaluate the traffic operations associated with the proposed Clermont Yacht Club multi-family residential development to be located in Lake County, Florida were performed in accordance with applicable design standards and engineering best practices.



Elizabeth Fernandez

Name / PE No.: Elizabeth Fernandez PE / FL PE#
91091

Date: April 11, 2022

MEMORANDUM

Date: May 3, 2022

Project #: 24449.21

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP

Project: Clermont Yacht Club Traffic Impact Analysis

Subject: Revised TIS Review

This memorandum has been prepared to document the review of the Clermont Yacht Club Traffic Impact Study. The TIS was completed by Wey Engineering and is dated April 28, 2022. The project proposes to build a multifamily residential development with 109 housing units in Clermont, FL.

Based on the revised study, the proposed Clermont Yacht Club development is not anticipated to have an adverse impact on the surrounding roadways and intersections. Although the intersection of US 27 and Grand Highway has existing deficiencies, the project does not add traffic to the deficient movements, lowering the average intersection delay.

Rae Chidlow

From: Brian Lueth
Sent: Wednesday, May 04, 2022 8:20 AM
To: Rae Chidlow
Subject: FW: Public Comment Submission

This comment is for a Planning & Zoning Commission Agenda.

Brian



Brian B. Lueth
Records Administrator
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7333 | Fax 352-394-2394
blueth@clermontfl.org
www.ClermontFL.gov

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

From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Tuesday, May 03, 2022 6:34 PM
To: City Clerk <CityClerk@clermontfl.org>
Subject: Public Comment Submission

Submitted by: ilsa olsen
Email Address: ilsaolsen86@gmail.com

Commented on event: <https://clermontfl.civicclerk.com/web/player.aspx?id=1150>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am concerned about flooding from no longer having the field. Also the traffic will be terrible with that many condos. How will that be addressed?

Rae Chidlow

From: Brian Lueth
Sent: Tuesday, May 03, 2022 4:02 PM
To: Rae Chidlow
Subject: FW: Public Comment Submission

This is a comment for a Planning & Zoning Commission Agenda.

Brian



Brian B. Lueth
Records Administrator
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7333 | Fax 352-394-2394
blueth@clermontfl.org
www.ClermontFL.gov

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

From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Tuesday, May 03, 2022 4:01 PM
To: City Clerk <CityClerk@clermontfl.org>
Cc: ronmilejcz@gmail.com
Subject: Public Comment Submission

Submitted by: Ron Milejczak
Email Address: ronmilejcz@gmail.com

Commented on event: <https://clermontfl.civicclerk.com/web/player.aspx?id=1150>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: What is the density of the existing yacht club? The density of the proposed new yacht club units? The current City zoning density for this type of property?

Rae Chidlow

From: Brian Lueth
Sent: Tuesday, May 03, 2022 3:54 PM
To: Rae Chidlow
Subject: FW: Public Comment Submission

This comment is for a Planning & Zoning Commission agenda item.

Brian



Brian B. Lueth
Records Administrator
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7333 | Fax 352-394-2394
blueth@clermontfl.org
www.ClermontFL.gov

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From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Tuesday, May 03, 2022 2:23 PM
To: City Clerk <CityClerk@clermontfl.org>
Cc: kwegner62@aol.com
Subject: Public Comment Submission

Submitted by: Karl Wegner
Email Address: kwegner62@aol.com

Commented on event: <https://clermontfl.civicclerk.com/web/player.aspx?id=1150>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am a resident in the Clermont Yacht club and my major concern, besides the additional 108 condos in our subdivision, is traffic. I do not believe Grand Hwy is equipped for the traffic it currently has. Adding traffic from 108 additional homes will cause more traffic nightmares for our area. As a resident, I oppose this resolution.

Rae Chidlow

From: Brian Lueth
Sent: Tuesday, May 03, 2022 3:40 PM
To: Rae Chidlow
Subject: FW: Public Comment Submission

This comment was submitted for a Planning & Zoning Commission Agenda.

Brian



Brian B. Lueth
Records Administrator
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7333 | Fax 352-394-2394
blueth@clermontfl.org
www.ClermontFL.gov

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

From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Tuesday, May 03, 2022 3:05 PM
To: City Clerk <CityClerk@clermontfl.org>
Cc: calvacca@cfl.rr.com
Subject: Public Comment Submission

Submitted by: Beth Calvacca
Email Address: calvacca@cfl.rr.com

Commented on event: <https://clermontfl.civicclerk.com/web/player.aspx?id=1150>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: At what price point does the owner of the Condos expect to sell each unit for. That will have an impact on the quality of people that will purchase them. We are all concerned about our property values going down with a inferior complex being erected in our neighborhood.

Brett Jones, 700 Almond St., stated that he is the attorney for the HOA and they do not oppose this application as it mirrors what was previously approved.

Aaron Clark, 130 Harbour Cove Way, has concerns about the growth of the city and quality of life.

Herb Smith, 224 Nautica Mile Drive, has concerns about where the stormwater will go.

Chris Brancato, 284 Nautica Mile Drive, has concerns about the traffic, new school and no sidewalks.

Susan Brandt, 305 Nautica Mile Drive, has concerns about the charm of the community, number of cars, not enough amenities.

Steve Bodzioch, 203 Riggings Way, has concerns about the view, look of the building, and parking.

Richard Ferris, 135 Harbour Cove Way, has concerns about school over-crowding, infrastructure, traffic, and market value.

Stacie Bethel, 191 Nautica Mile Drive, has concerns number of units, not enough amenities, traffic, and keeping in line with what is existing.

Paul Svejada, with Masthead LLC, 535 Julie Lane, Winter Springs, stated that the property was approved many years ago. He stated that they have already put in the utilities for the project. He stated that the master HOA has approved the project.

Ron Milejezak, 205 Harbour Cove Way, has concerns about the size of the units proposed.

Beth Calvacca, 102 Carrick Bend Way, has concerns about the growing community, traffic, over flow parking, lack of amenities, and market value.

Mike Cramer, 208 Nautica Mile Drive, stated the leadership does not oppose it, but they also don't support this application.

Commissioner Niemiec asked if there is basketball and tennis courts, clubhouse, and pool.

Mr. Cramer stated there is a clubhouse and a small pool but no basketball or tennis courts.

Rhonda Ferris, 207 Summer Hill Court, Minneola, whose parents live at 135 Harbour Cove Way, has concerns about over-flow parking, parking on the narrow streets, emergency vehicle access, and lack of amenities.

Rene Hendryx, 207 Nautica Mile Drive, has concerns about more residents, more traffic, and emergency vehicle access.

Mark Helton, 280 Nautica Mile Drive, has concerns about the look of the new units and parking on the roads within the community.

Rebekka Byrnes, 141 Nautica Mile Drive, spoke of an article that was done in 2002 stating what would be included in Clermont Yacht Club.

Ralph Hopkins, 200 Nautica Mile Drive, has concerns about the type of construction material that will be used, the price of the new units, stormwater, traffic, and market value.

Jose Perez, 207 Summer Hill Court, has concerns about the left turn at Grand Highway and East Avenue.



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

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

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



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

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

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

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

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



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date January 25, 2022		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Clermont Yacht Club			
Applicant Masthead, LLC			
Contact Person Naushik Hooda, Manager			
Address 535 Julie Lane	City Winter Springs	State FL	Zip 32708
Telephone (407) 715-8695	Fax		
Email Mirolegal@gmail.com			
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)			
Owner's Name			
Owner Address	City	State	Zip
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property Masthead Boulevard	City Clermont	State FL	Zip 34711
General Location Between Masthead Boulevard and East Grand Highway, Clermont, FL			
Legal Description & Alternate Key (include copy of survey) Alternate Key # 3798475 Clermont Yacht Club Subdivision, Tract E, PB 44, PGS 44-46, ORB 2904, PG 49, City of Clermont, Lake Co., FL			
Land Use (City verification required) Medium Density Residential			
Zoning (City verification required) PUD / R-1			



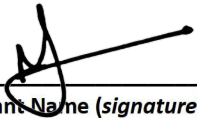
CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

As per direction from City of Clermont Planning Department, this request is for reinstatement of original Conditional Us Permit as granted in R-98-1029 to complete construction of the allowable 108 multi-family units.

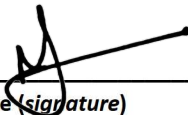
Naushik Hooda, Manager

Applicant Name (print)

x 
Applicant Name (signature)

Naushik Hooda, Manager

Owner Name (print)

x 
Owner Name (signature)

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

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

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

5/26/2020



The Gainesville Sun | The Ledger | News Chief
Daily Commercial | Ocala StarBanner
Herald-Tribune | The Palm Beach Post
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:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	04/20/2022
Order Number:	7201400
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	04/26/2022 - 05/17/2022	Govt Public Notices
LEE dailycommercial.com	2	04/26/2022 - 05/17/2022	Govt Public Notices

Total Order Confirmation

\$158.92

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for a Conditional Use Permit (CUP) to allow for an increase to the number of multi-family development housing units permitted for the Planned Unit Development (PUD) requirements for the Land Development Code, Section 122-315, at the following location:

LOCATION:

Vacant parcel located at adjacent to
East Grand Highway
Clermont Yacht Club
(Alternate Key #3798475)

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

The Planning and Zoning Commission will consider this request at a public meeting on Tuesday, May 3, 2022 at 6:30 PM.

The Clermont City Council will consider this request at a public meeting to be held on May 24, 2022 at 6:30 PM.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

L7201400 4/26 5/17 2022 2t



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 12, 2022	
Agenda Item Name	
Ordinance No. 2022-014 <i>Final</i> <i>Cityside Townhomes</i>	
Requested Action	
Recommend approval of Ordinance No. 2022-014.	
Staff Report	
The applicant, Cecelia Bonifay of Akerman, is requesting a rezoning to a Planned Unit Development (PUD) to construct sixty-eight (68) single-family attached townhomes on an 8.05 +/- acre property. The property is located northwest of US 27 and SR 50 intersection, directly north of the Crown Lounge and south of Highland Avenue. A portion of the site was previously used for a motel site – Clermont Motor Lodge, that was demolished in 2013. On the northeast corner of the site, an EMS station was operational until the closing of the Highland Avenue and SR 27 intersection. This was a result of the US 27 and SR 50 intersection improvements which permanently closed access to US 27 from this area. The property has been vacant since that time. The property is currently zoned C-2 General Commercial with a commercial future land use designation. The commercial future land use designation allows residential uses up to a density of 12 dwelling units per acre. The current zoning of C-2 General Commercial allows for the consideration of residential uses through a Conditional Use Permit, under section 122-223 of the Land Development Code. The applicant has decided to pursue the rezoning to a Planned Unit Development (PUD) due to the flexibility in design and waivers requested. The PUD zoning also provides a more site specific approach to the development of the property since a site plan is linked to the approval of specific conditions. The applicant has provided an updated conceptual site plan, prepared by Stringfellow Planning & Design, dated April 14, 2022. The updated conceptual site plan clarifies the alleyway and driveway separation distances of the alley loaded townhomes. A more comprehensive review is in the attached staff analysis report. The applicant is proposing sixty-eight (68) attached single-family townhomes along with amenities consisting of a community pool, promenade, and dog walking trail. The density of the project is at 8.45 dwelling units per acre, which is under the 12 dwelling units per acre that can be considered under the Commercial future land use. The applicant is proposing the townhomes to be 24 feet wide by 50 feet deep, two-stories in height with a two-car garage. The applicant has demonstrated the ability to house two vehicles and trash receptacles within the garage. Each townhome lot will be a minimum of 24 feet by 100 feet or 2,400 square feet. This is a waiver to the code that requires a minimum of 3,500 square feet. As part of the design and to offer a rear loaded garage product, the applicant is requesting one-way streets in a portion of the project with a reduced right-of-way width of 45 feet. This is a waiver request and staff has reviewed this request and does not oppose this request with the condition that the internal roads and alleyway will be privately maintained with an easement dedicated to the City. In addition, the applicant will be providing dedicated parallel parking spaces along these one-way streets. Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The location of the project is within 1/8 of a mile of two arterial roadways, US 27 and SR 50 and within 1/4 mile of many services, which include grocery, restaurant, banking, etc., thus offering a greater walkability option for residents. The project has multiple access points that can distribute the traffic onto the existing transportation network and the traffic study review by the City's consultant indicated that the project would have minimal impact on the intersections and roadways within the study area. The site has City utilities available and the	

City can serve the proposed development. The property has been previously developed and the redevelopment opportunity would be supportive of Objective 1.15: Redevelopment and Renewal of Blighted Areas, in the City's Comprehensive Plan. Staff recommends approval of Ordinance No. 2022-014. The Planning and Zoning Commission did not provide a recommendation since a motion to deny was made and the final vote was 3-3.

At the Planning and Zoning Commission meeting, concerns regarding traffic, specifically at the intersection of Bloxam and Almond, and fire access via the alleyway were discussed. The City received comments on April 8, 2022 from our traffic engineer that the project is expected to have minimal impact on the intersections and roadways within the study area, which includes the Bloxam and Almond intersections. The City's Fire Marshall reviewed the conceptual plan and indicated that fire access would not be done through the proposed alleyway and would be on the roads in front of the townhomes.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

- | | | |
|-----|--|--|
| 1. | Ord 2022-014 Cityside Townhomes REZ (06.22.2022) | Ord 2022-014 Cityside Townhomes REZ (06.22.2022).pdf |
| 2. | Cityside Maps | Cityside Maps.pdf |
| 3. | CitysidePUD.04.14.2022 Updated | CitysidePUD.04.14.2022 Updated.pdf |
| 4. | Staff Analysis Cityside V2 | Staff Analysis Cityside V2.pdf |
| 5. | TIA Cityside Summary | TIA Cityside Summary.pdf |
| 6. | US 27 Townhomes TIA Review Memo_Second Submittal | US 27 Townhomes TIA Review Memo_Second Submittal.pdf |
| 7. | GarageSchematic | GarageSchematic.pdf |
| 8. | Cover letter for Rezoning Application | Cover letter for Rezoning Application.PDF |
| 9. | Rezoning-Application-2020 | Rezoning-Application-2020.PDF |
| 10. | Legal Ad Cityside Townhomes | Legal Ad Cityside Townhomes.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2022-014

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:

NORTH 100 FEET OF SE ¼ OF THE SE ¼ SOUTH OF HIGHLAND AVENUE AND WEST OF HIGHWAY 27, SECTION 19, TOWNSHIP 22, RANGE 26, LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NE ¼ OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO.27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT OF WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE , RUN SOUTH ALONG THE EAST RIGHT OF WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT



CITY OF CLERMONT
ORDINANCE NO. 2022-014

DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO POINT "A".

AND

PARCEL 3:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8-A, FEDERAL ROUTE 19) 654.7 FEET SOUTH OF THE CENTERLINE OF HIGHLAND AVENUE, AS REPRESENTED ON THE OFFICIAL MAP OF CITY OF CLERMONT FILED 2/4/26 AND RECORDED IN PLAT BOOK 8, PAGES 17-23 INCLUSIVE, LAKE COUNTY, FLORIDA; RUN THENCE WESTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHLAND AVENUE 412.3 FT., MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILHOLLAND STREET 201.4 FEET; THENCE EASTERLY AND PARALLEL TO CENTER LINE OF SAID HIGHLAND AVENUE 224.4 FEET; THENCE SOUTH 84°12' EAST, 175 FEET TO THE RIGHT-OF-WAY LINE OF STATE ROAD 50 AND SAID STATE ROAD 25; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID STATE ROAD 25, 219.59 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER (EAST 1/2 OF NORTHEAST 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND THAT FRACTIONAL PART OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SOUTHEAST 1/4 OF SOUTHEAST 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING SOUTH OF HIGHLAND AVENUE, EAST OF MILLHOLLAND STREET AND WEST OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8A, FEDERAL ROUTE NO. 19), DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN BOUNDARY OF HIGHLAND AVENUE AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, DULY FILED AND RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 25 AND RUN SOUTHERLY ALONG SAID WESTERN RIGHT-OF-WAY 624.7 FEET, MORE OR LESS, TO INTERSECT THE NORTHEASTERN CORNER OF THE LANDS OF R.C.B. HOLDINGS; RUN THENCE WESTERLY AND PARALLEL TO THE CENTER LINE OF SAID HIGHLANDS AVENUE 412.3 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE



CITY OF CLERMONT
ORDINANCE NO. 2022-014

CITY OF CLERMONT; THENCE NORTHERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET TO THE SOUTHERN RIGHT-OF-WAY LINE OF SAID HIGHLAND AVENUE; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID HIGHLAND AVENUE TO THE BEGINNING POINT, LESS THE NORTH 100 FEET THEREFROM; AND LESS ANY RIGHT-OF-WAY FOR AN ACCESS ROAD FROM AND TO STATE ROAD 25, U.S. 27.

LESS AND EXCEPT: FROM THE ABOVE LANDS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TO POINT "A".

LOCATION

Site located northwest of US 27 and SR 50 intersection,
Vacant property north of the Crown Lounge and south of Highland Ave.
Alternate Key #1592623, 3821671, 1509971, 1592267
8.05 +/- Acres



REQUESTED ACTION:

**To rezone the property from C-2 General Commercial zoning to
Planned Unit Development (PUD) zoning to allow single-family townhomes**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a single-family residential townhome project; 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.
2. The property shall be developed in substantial accordance with the Cityside Townhomes Concept Plan prepared by Stringfellow Planning & Design, dated 04-14-2022. 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. A total of 68 townhome units shall be permitted with a maximum density of 8.45 dwelling units per acre.
2. Setbacks for the townhomes:
Front setback: 25 feet from the property line, except for porch and balconies up to 8 feet into the front setback.
Rear setback: 25 feet from the property line
Corner/side Setback: 15 feet from the property line
Highland Avenue setback: 25 feet from ROW
3. The buildings shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations.
4. The landscape buffer along the southern property line (The Crown) shall have an enhanced landscape buffer consisting of 30% more plant material along with an opaque privacy fence. The buffer shall be a minimum of 15 feet.
5. The City of Clermont Fire Marshall shall determine the feasibility and design of the access point and the necessary means of ingress/egress to the residential development at the time of site plan review and approval.
6. If required by the City of Clermont, 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 or payments. The proportionate fair share improvements or payments shall be completed prior to the first Certificate of Occupancy.
7. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) 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.
8. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.



CITY OF CLERMONT
ORDINANCE NO. 2022-014

9. The internal streets and alleyways within the project will be privately maintained with an easement dedicated to the City.
10. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: WAIVERS

1. The applicant is requesting a waiver to the minimum lot size from 3500 square feet to 2400 square feet. The lots will be a minimum of 24 feet wide by 100 feet deep.
2. The applicant is requesting a waiver to reduce the minimum right of way (ROW) from sixty (60) feet to forty-five (45) feet for one-way streets.

SECTION 5: CONFLICT

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

SECTION 6: 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 7: 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 8: RECORDING

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

SECTION 9: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-014

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of July, 2022.

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. 2022-014

EXHIBIT A
Conceptual Plan:

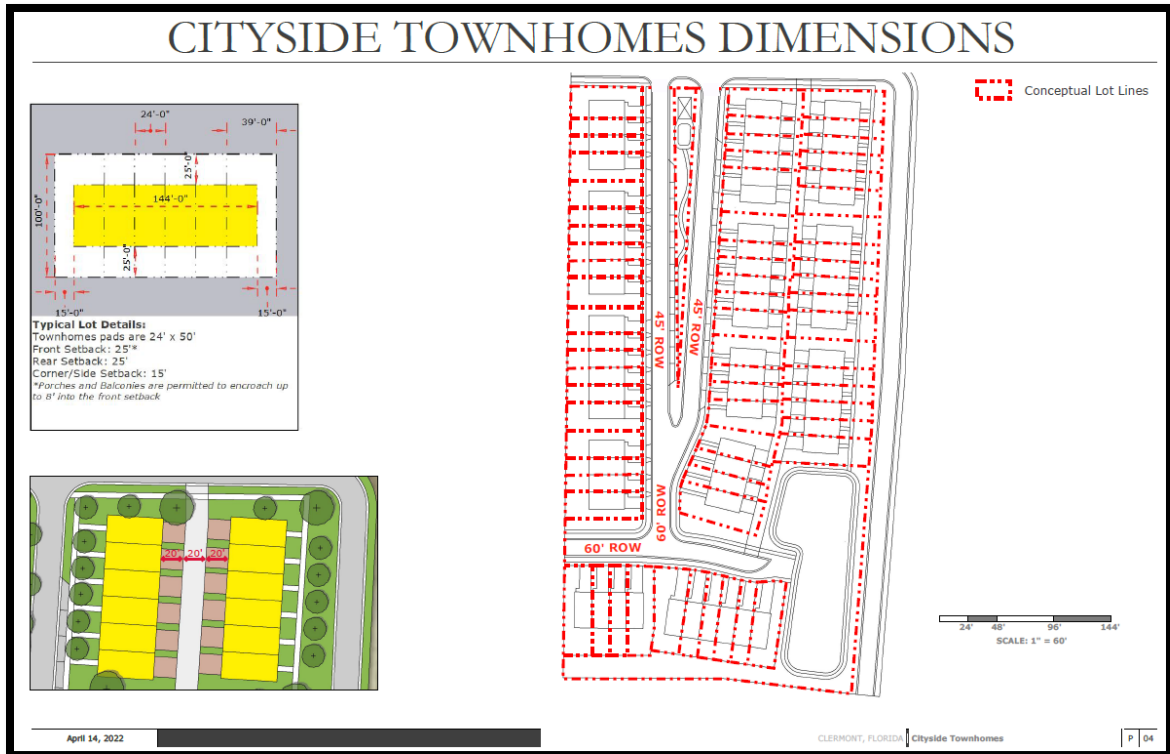
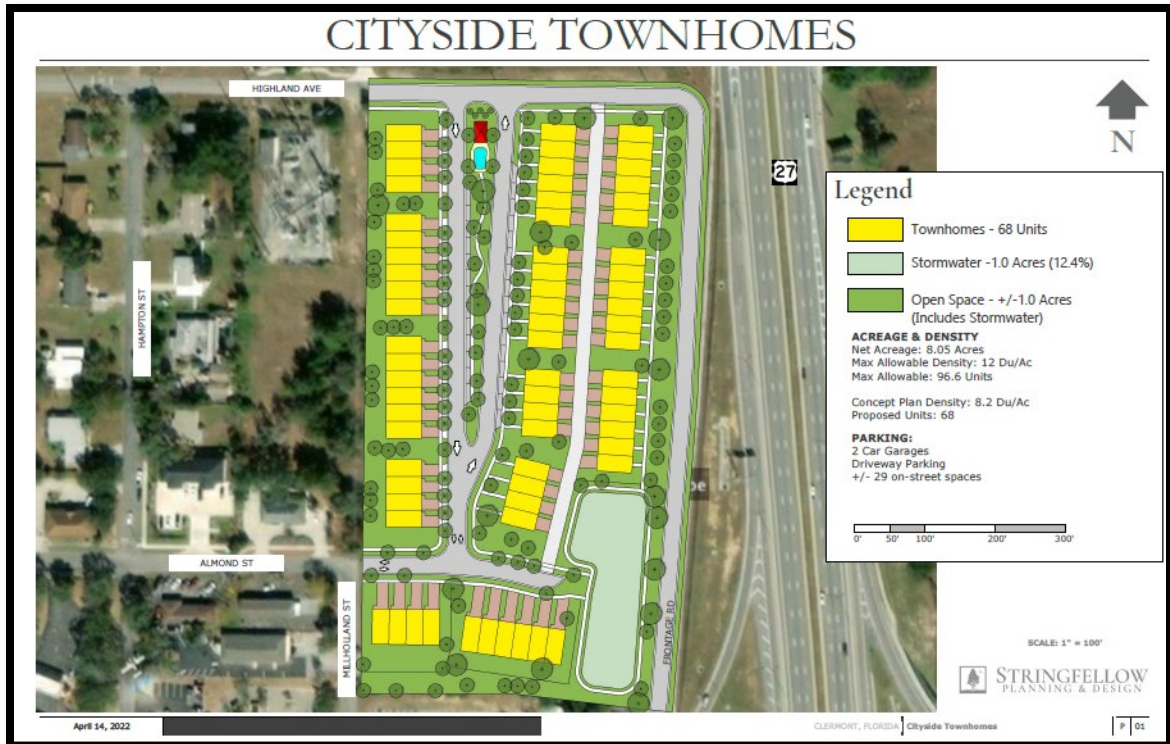


EXHIBIT B
Elevations:

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

April 14, 2022

CLERMONT, FLORIDA | Cityside Townhomes

P | 05

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

April 14, 2022

CLERMONT, FLORIDA | Cityside Townhomes

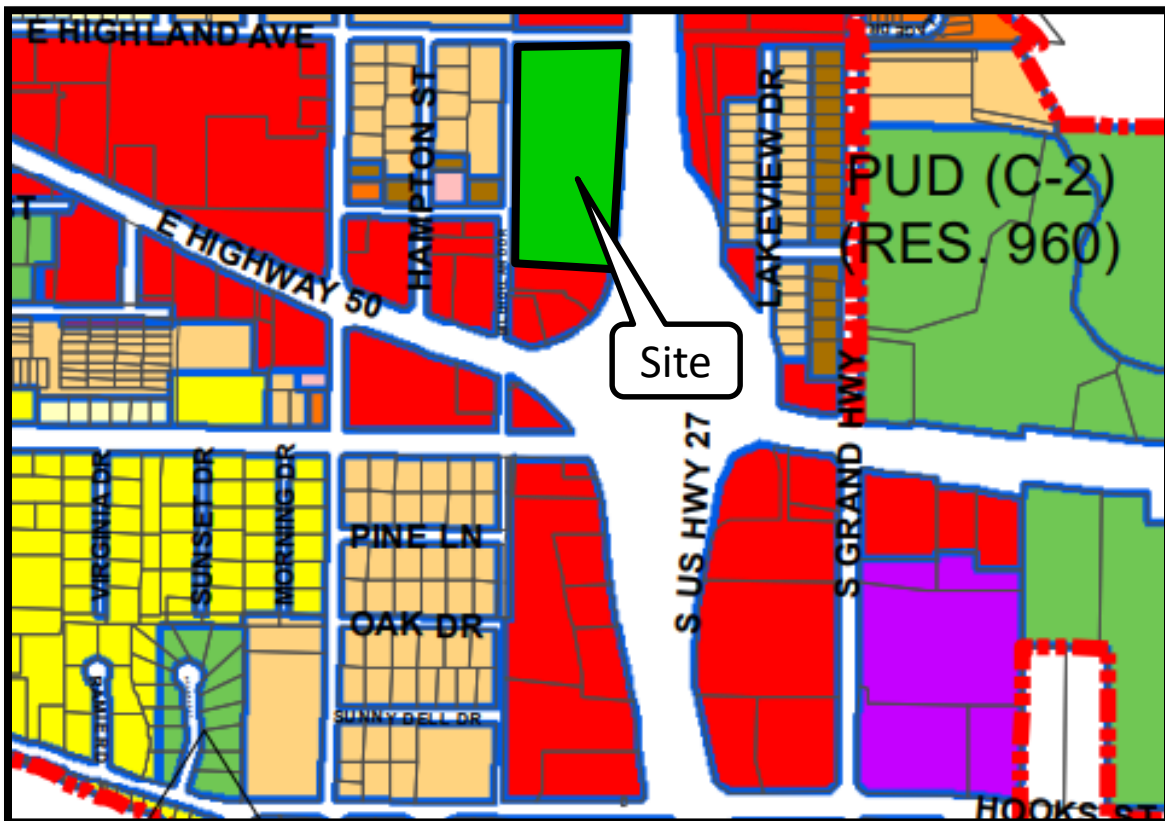
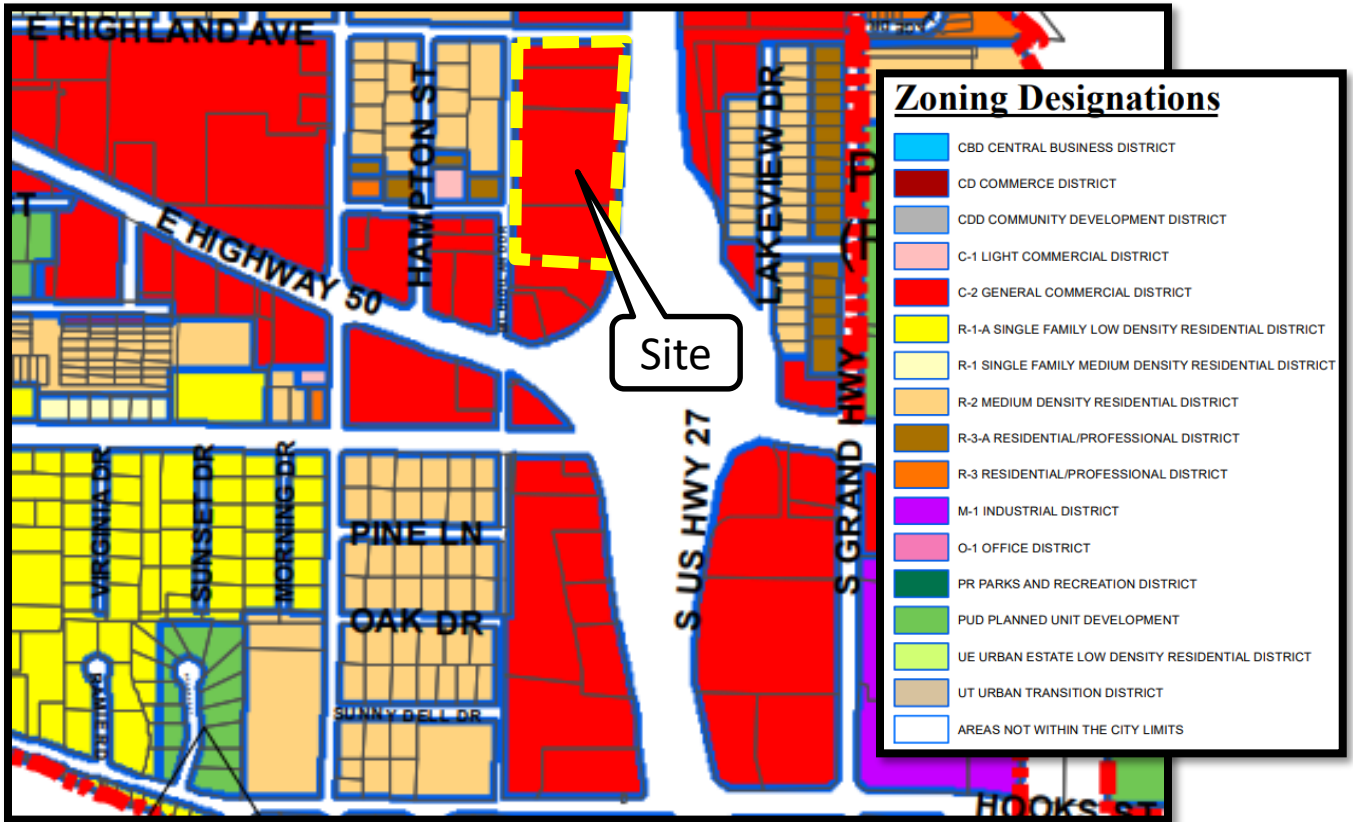
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Exhibit - Location Map – Cityside Townhomes



Yellow
Outline:
Project
Boundary

Exhibit - Zoning Map – Cityside Townhomes



CITYSIDE TOWNHOMES PUD

Project Name: Cityside Townhomes

Developer:

Pillar Homes
1312 Bowman Street, Clermont, FL 34711
www.PillarHomes.us

Site Location: South of E. Highland Avenue and West of S.R. 27.

Alternate Keys: 1592623, 3821671, 1509971, and 1592267

Adjacent Zoning & Land Uses: C-2 to the North, East and South. R-2 to the West. There is vacant land to the North. An electrical sub-station, a utility corridor, vacant residential, offices and single family to the west. To the south is commercial uses. To the east is a limited access facility.

Proposed Use: Townhomes and amenity buildings including, but not limited to, cabanas, pool houses, trails, mail kiosks, playfields and other ancillary uses.

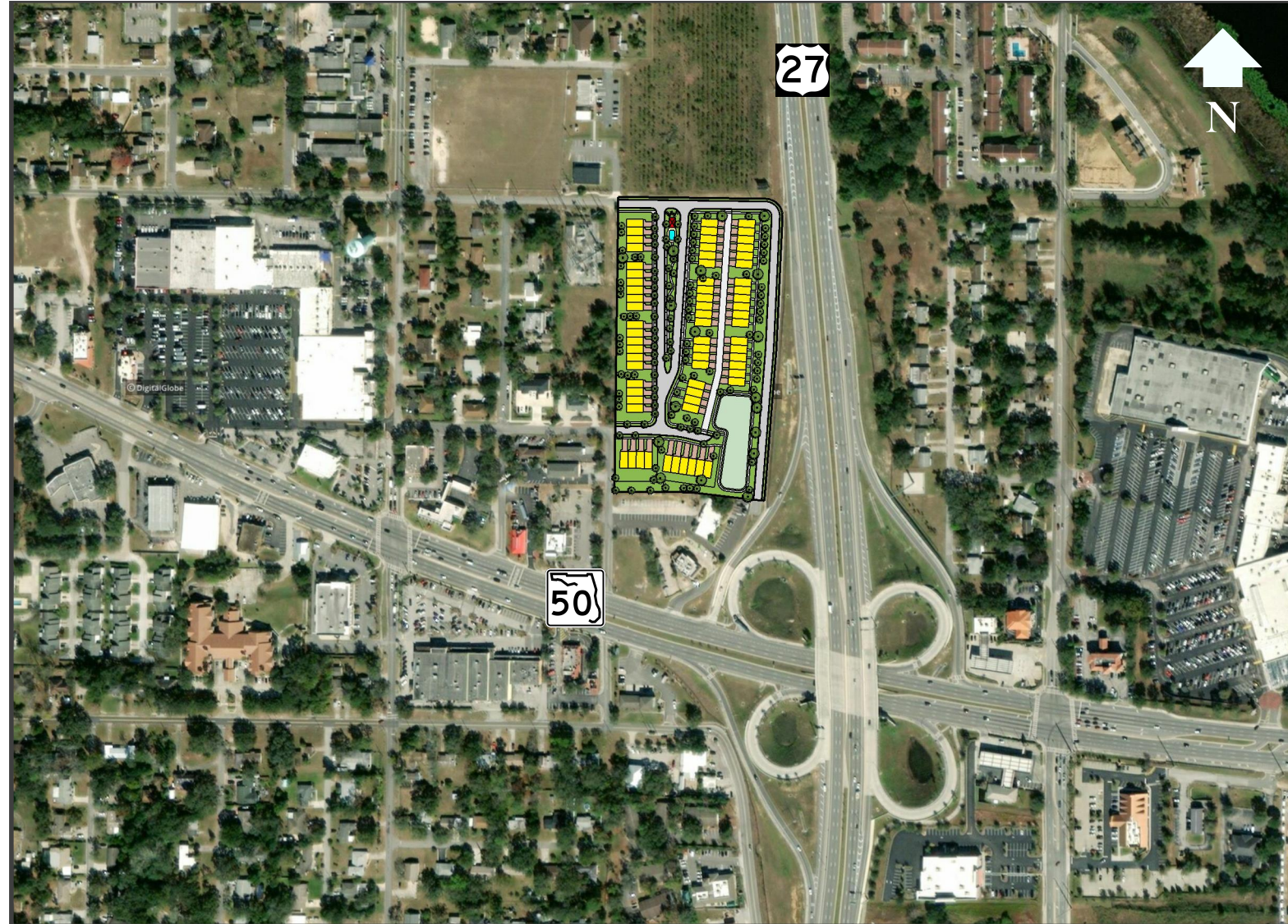
Proposed Phasing: One phase, not applicable.

Acreage & Density:

Net Acreage: +/- 8.45 Acres
Max Density in Commercial FLU: 12 Du/Ac
Max Allowable: 96.6 Units
Concept Plan Proposed Units: 68 Units

WMD: St. Johns River Water Management District

Waivers: Reduce minimum lot size from 3500 SF to 2400 SF. Reduce minimum lot width from 100 feet to 24 feet. Reduce minimum ROW from 60' to 45' for one-way streets, two-way streets will be 60' ROW.

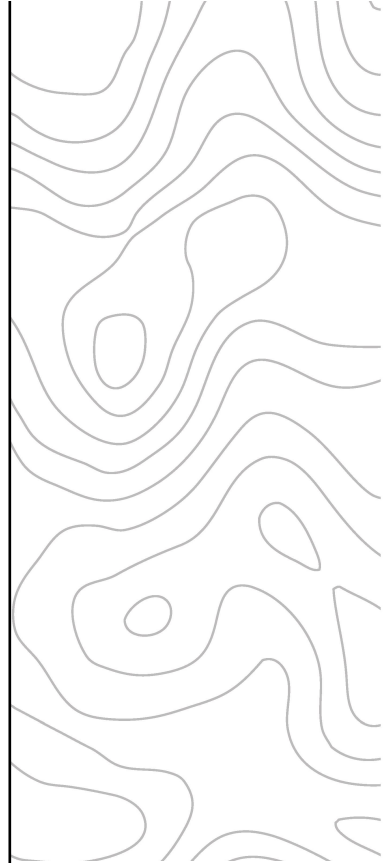


Situated south of Highland Avenue and the end of Almond Avenue, the Cityside Townhomes project is an infill residential development proposing 68 townhome units on +/- 8.05 Acres. Current future land use allows up to 12 DU/AC or 96 units. When assessing the compatibility of infill residential development, the quality is measured by future residents having the ability to walk to daily needs and access to parks or open space.

Within a 5-minute walk, residents of this community will have two grocery options (Winn Dixie and Key Foods), a drug store (Walgreens), at least two financial institutions (Bank of America and Wells Fargo), nine restaurants, medical offices and various other neighborhood services. This greatly reduces drive time and reduces traffic load on major thoroughfares while improving quality of life.

The second key indicator is access to amenities and open space. To the north of the development, future residents would have access to McKinney Park which hosts basketball courts, a playground and ball field. Within the community, residents will have a central promenade, a community pool, a flex use lawn, a dog walking trail, a photo gazebo and ample private yard space.

For the townhomes each unit will have a two-car garage and driveway space for parking two cars in front of the unit. All townhomes will meet or exceed setback requirements of the code and are designed to provide ample space for landscaping. The development will include an association that will maintain community amenities and associated private improvements.



Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

Elevations Prepared by:
SIMON HARDT
207.607.9366
simon@stringfellowplanning.com

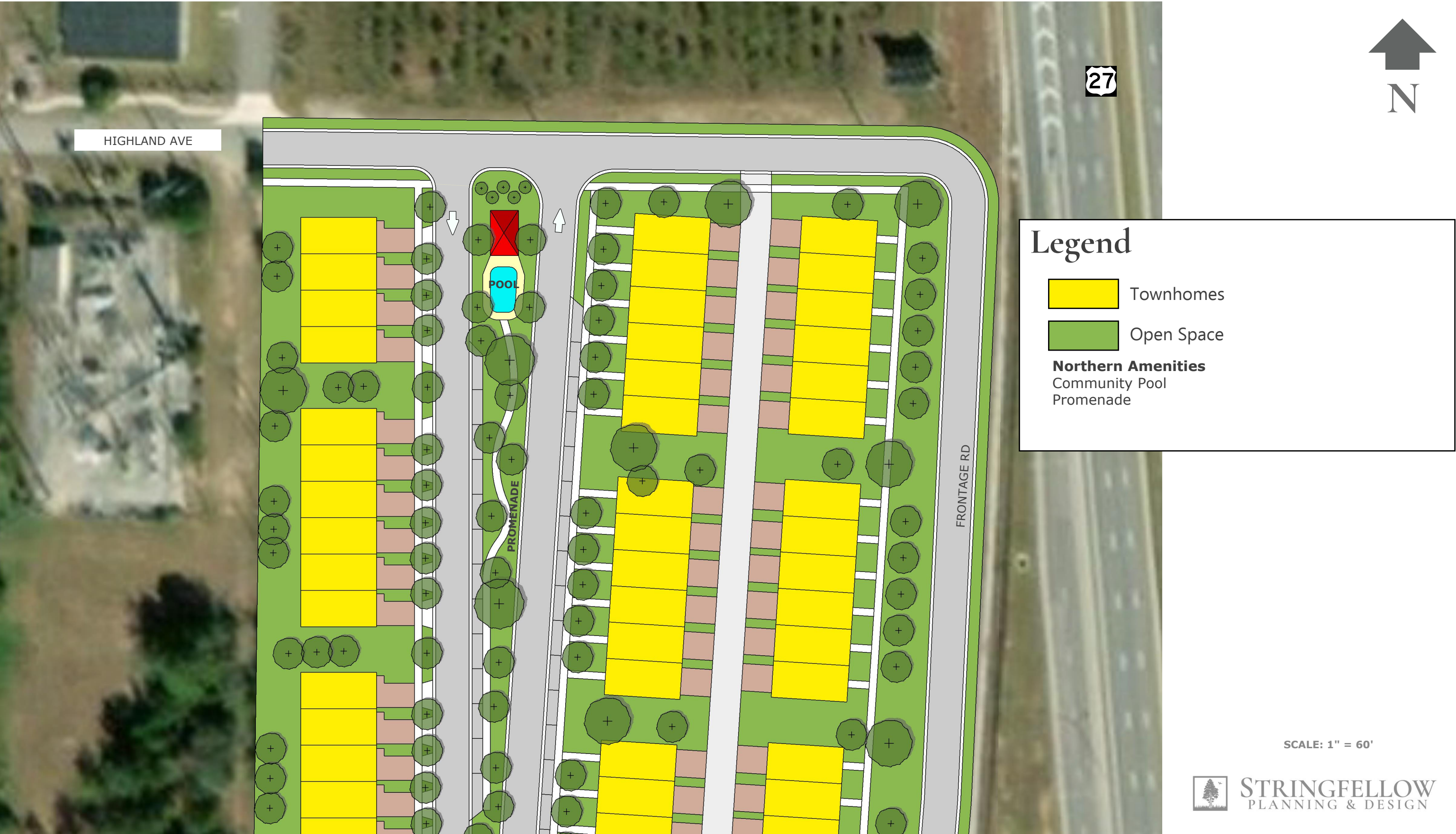


STRINGFELLOW
PLANNING & DESIGN

CITYSIDE TOWNHOMES



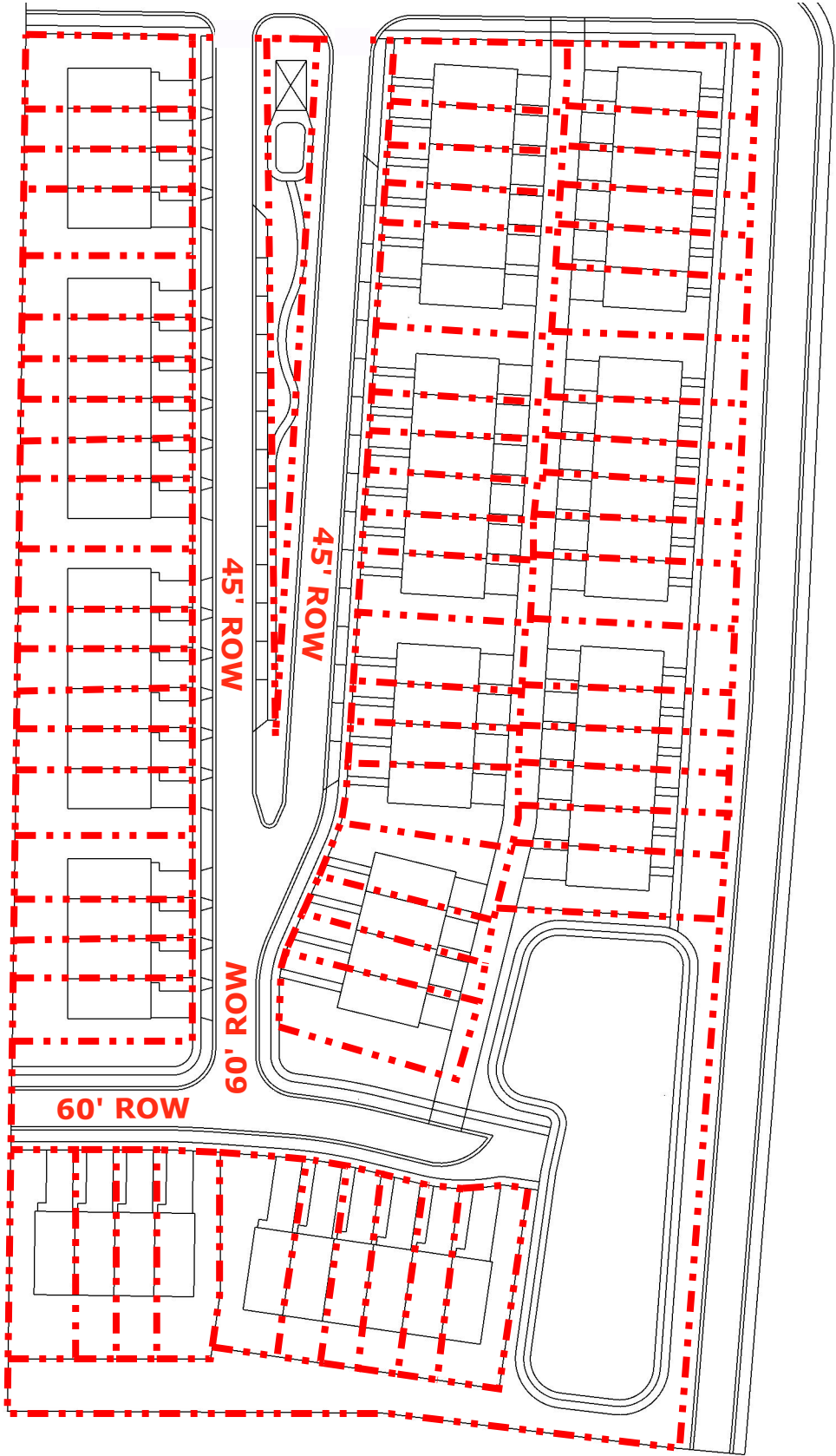
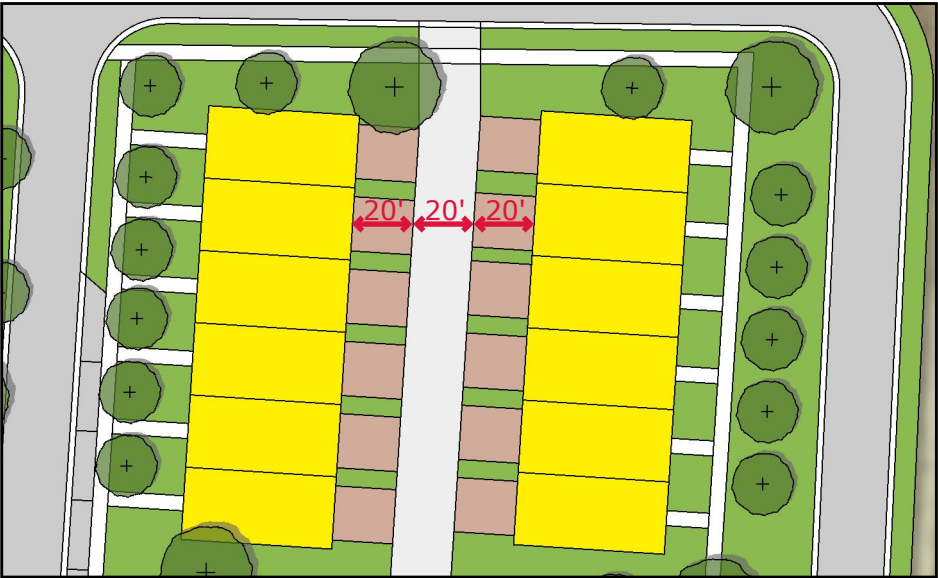
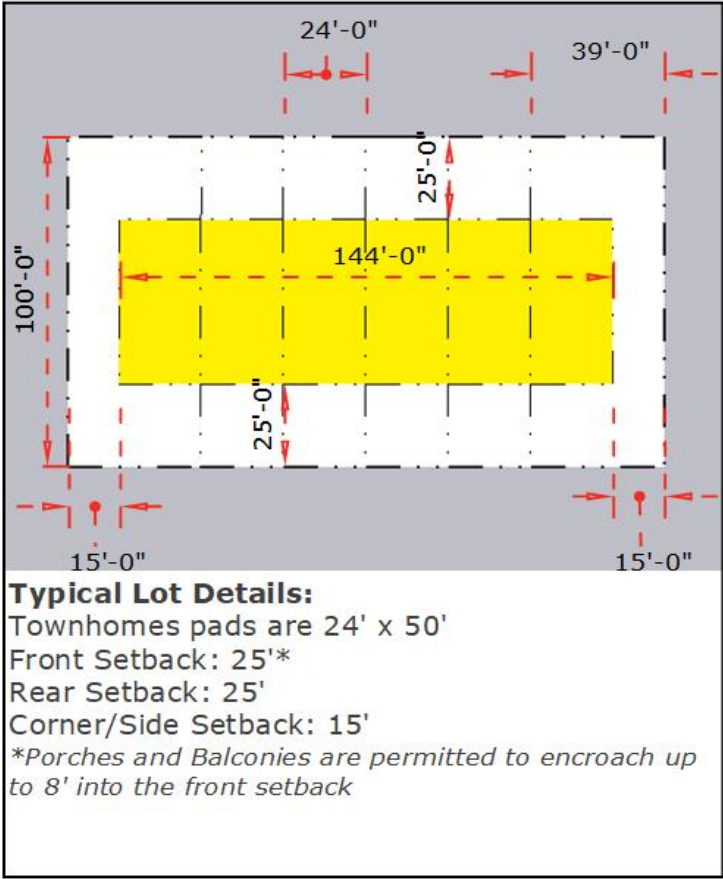
CITYSIDE TOWNHOMES NORTH



CITYSIDE TOWNHOMES SOUTH



CITYSIDE TOWNHOMES DIMENSIONS



 Conceptual Lot Lines



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION





CITY OF CLERMONT

Staff Analysis Report

OWNER: Clermont Gateway Investment Properties LLC
c/o Michael Boutros

APPLICANT: Cecelia Bonifay

PROJECT NAME: Cityside Townhomes

REQUESTED ACTION: The applicant is requesting a rezoning to a Planned Unit Development (PUD) to grant approval to construct sixty-eight (68) single-family attached townhomes.

SIZE OF PARCEL: 8.05 +/-acres

LOCATION: Site located northwest of US 27 and SR 50 intersection, Vacant property north of the Crown Lounge & south of Highland Ave.

EXISTING ZONING: C-2 General Commercial

EXISTING LAND USE: Vacant property that had a portion used for a former motel – Clermont Motor Lodge

FUTURE LAND USE CATEGORY: Commercial

BACKGROUND

The subject property, approximately 8.05 acres, is zoned C-2 General Commercial. A portion of the property was previously used for a motel site – Clermont Motor Lodge, which used to be adjacent to the existing Crown Lounge. The hotel was constructed many years ago and was demolished in 2013. The property is adjacent to US 27 and had an access point via US 27 at the Highland Ave intersection. In the northeast corner of the property, an EMS station was constructed due to direct access to US 27. However, this intersection was closed when the US 27 and SR 50 improvements were made in the 2012-2013 timeframe and the EMS station was discontinued. Majority of the property has been vacant since this time and the applicant desires to redevelop the property with townhomes.



Under the Commercial future land use, residential uses are allowed up to a density of 12 dwelling units per acre. The current zoning of C-2 General Commercial allows for the consideration of residential uses through a Conditional Use Permit, under section 122-223 of the Land Development Code. The applicant has decided to pursue the rezoning to a Planned Unit Development (PUD) due to the flexibility in design and waivers requested. The PUD zoning also provides a more site specific approach to the development of the property since a site plan is linked to the approval with specific conditions. The applicant has provided a conceptual site plan, prepared by Stringfellow Planning & Design, dated February 15, 2022.



The applicant is proposing sixty-eight (68) attached single-family townhomes along with amenities consisting of a community pool, activity lawn, promenade, and dog walking trail. The density of the project is at 8.45 dwelling units per acre, which is under the 12 dwelling units per acre that can be considered under the Commercial future land use. The applicant is proposing the townhomes to be 24 feet wide by 50 feet deep, two-story in height with a two car garage. The applicant has demonstrated the ability to house two vehicles and trash receptacles within the garage. Each townhome lot will be a minimum of 24 feet by 100 feet or 2,400 square feet. This is a waiver to the code that requires a minimum of 3,500 square feet.

As part of the project, the applicant has offered a rear entry garage product accessed via an alleyway. This was done to keep the garage entrances from facing US 27 and keeping them internal. Approximately 60 percent of the townhomes will be of this design while the remaining 40 percent will be traditional front-loaded townhomes.



As part of the design and to offer the rear loaded garage product, the applicant is requesting one way streets in a portion of the project with a reduced right-of-way width of 45 feet. This is a waiver request and staff has reviewed this request and does not oppose this request with the condition that the internal roads and alleyway will be privately maintained with an easement dedicated to the City. In addition, the applicant will be providing dedicated parallel parking spaces along these one-way streets.

The applicant has offered to install an enhanced landscape buffer with 30% more landscape material and six-foot opaque fence along the southern border by the existing Crown Lounge. In addition, the developer has agreed to assume full maintenance of the interior roadways and alley.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The location of the project is within 1/8 of a mile of two arterial roadways, US 27 and SR 50 and within 1/4 mile of many services, which include grocery, restaurant, banking, etc., thus offering a greater walkability option for residents. The project has multiple access points that can distribute the traffic onto the existing transportation network. The site has City utilities available and the City can serve the proposed development. The property has been previously developed and the redevelopment opportunity would be supportive of Objective 1.15: Redevelopment and Renewal of Blighted Areas, in the City's Comprehensive Plan. Staff recommends approval of Ordinance No. 2022-014.

TOWNHOMES – HIGHWAY 27

Project № 21219, v1.1

March 2022

**TRAFFIC IMPACT ANALYSIS
CITY OF CLERMONT
FLORIDA**

Prepared by:



Traffic & Mobility Consultants

3101 Maguire Boulevard, Suite 265

Orlando, Florida 32803

www.trafficmobility.com

(407) 531-5332

Prepared for:

Clermont Gateway Investments LLC

1312 Bowman Street

Clermont, Florida 34711

EXECUTIVE SUMMARY

Project Information

Name: Townhomes - Highway 27
Location: South of Highland Avenue Drive and west of Highway 27
Jurisdiction: Clermont, Florida
Description: 68 Townhomes

Findings

Trip Generation: 468 Daily Trips / 30 AM Peak Hour / 37 PM Peak Hour
Access Plan: One (1) full access driveway on Almond Street and two (2) full access driveways on Highland Avenue
Roadway Capacity: The study roadway segments operate with an adequate LOS under the existing and projected conditions.
Intersection Capacity: All study intersections are projected to operate at overall acceptable LOS under existing and projected conditions.

MEMORANDUM

Date: April 8, 2022

Project #: 24449.14

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP

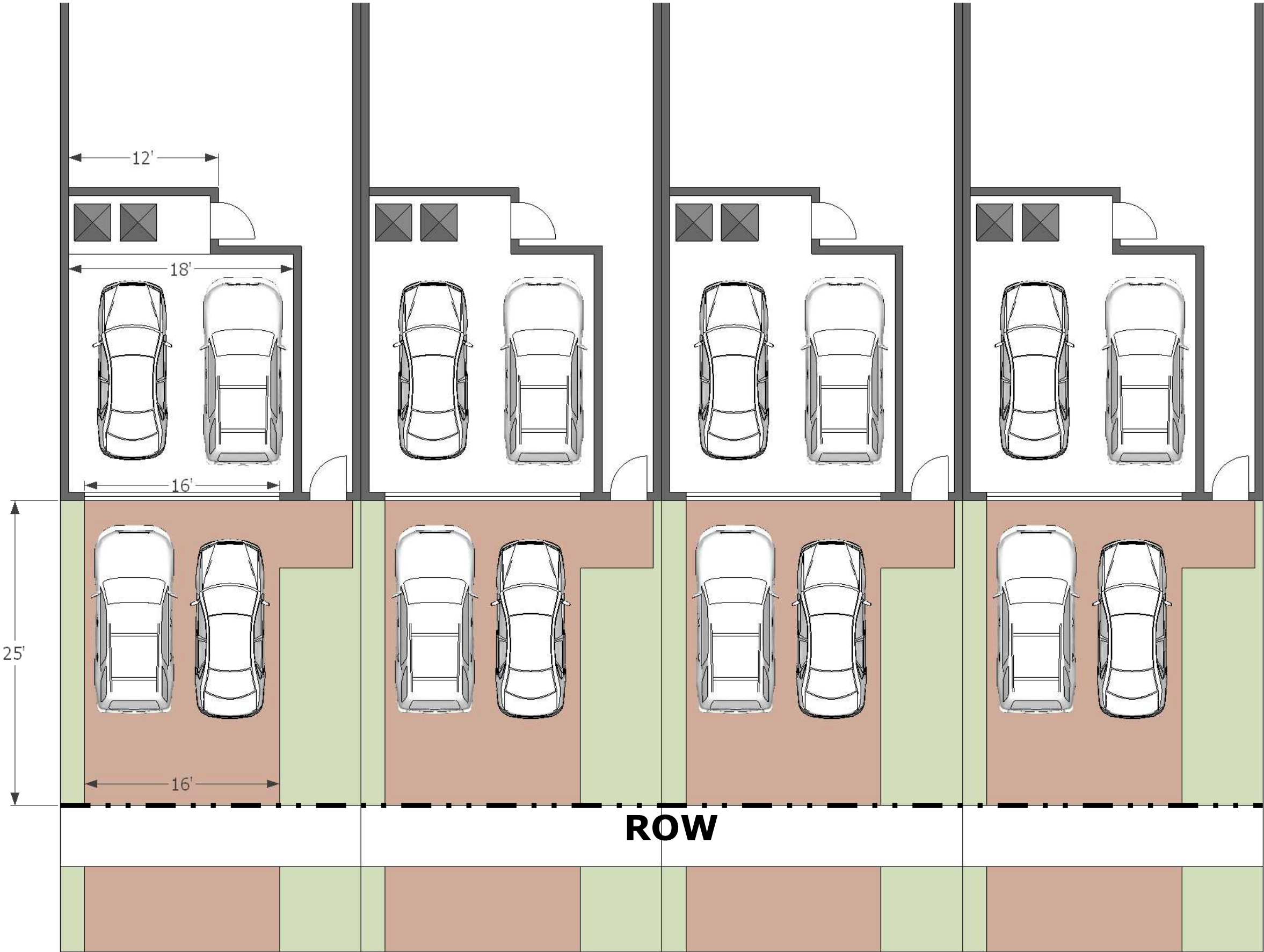
Project: US 27 Townhomes

Subject: Traffic Impact Study Second Submittal - Review

This memorandum has been prepared to document the review of the second submittal of the US 27 Townhomes Traffic Impact Analysis. The TIA was completed by TMC and is dated March 2022. The project proposes to build a townhome development with 68 housing units in Clermont, FL. The project is to be completed by 2023.

Based on the revised analysis, we are in agreement with the analysis and results. The project is expected to have minimal impact on the intersections and roadways in the study area and the volumes are low enough to not require turn lanes.

Garage Sample Schematic with 96 Gallon Receptacles





Cecelia Bonifay

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8540

T: 407 423 4000

DirF: 407 254 4230

cecilia.bonifay@akerman.com

February 16, 2022

VIA planning@clermontfl.org

Mr. John Kruse, Planning Manager
City of Clermont
Development Services Department
685 W. Montrose Street
Clermont, FL 34712

**Re: Rezoning Application for Cityside Townhomes
Alt Keys# 1592623, 3821671, 1509971, and 1592267**

Mr. Kruse,

On behalf of our client, Clermont Gateway Investment Properties, LLC, c/o Michael Boutros ("Clermont Gateway"), attached please find the rezoning application, with the related documents, to support the development of a PUD townhome project. Included in this submittal please find the following items:

- Rezoning Application from C-2 to PUD – to include Owner and Applicant Signatures
- Proof of Ownership via Property Record Card
- Legal Description in Word format
- Site Plan with Waivers indicated
- School Concurrency Capacity Reservation
- Application fee of \$542.00, paid separately

As shown on the attached site plan, please note the following waivers are requested:

- Reduce minimum lot size from 3500 SF to 2200 SF.
- Reduce minimum lot width from 100 feet to 24 feet.
- Reduce minimum ROW from 60' to 45' for one-way streets, two-way streets will be 60' ROW.

Should you have any questions, please do not hesitate to contact us.

Regards,

Cecelia Bonifay
For the Firm

cc: Michael Boutros, Clermont Gateway Investment Properties, LLC

akerman.com



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT

REZONING

APPLICATION

DATE 01/18/2022		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) CITYSIDE Townhomes			
Applicant Cecelia Bonifay			
Contact Person Cecelia Bonifay			
Address 420 South Orange Avenue, Suite 1200	City Orlando	State FL	Zip 32801
Telephone 407 758 0192	Fax 407 254 4230		
Email cecelia.bonifay@akerman.com			
OWNER INFORMATION			
Owner's Name CLERMONT GATEWAY INVESTMENT PROPERTIES LLC c/o Michael Boutros			
Owner Address 1312 BOWMAN ST.	City CLERMONT	State FL	Zip 34711
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property EAST HIGHLAND AVE	City CLERMONT	State FL	Zip 34711
Legal Description (include copy of survey) See attached Word Document			
Acreage +/- 8.08	Land Use (City verification required) Commercial		
Present Zoning (City verification required) C-2	Proposed Zoning PUD		



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?

A townhome development consistent with the submitted PUD documents and concept plan.

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

Cecelia Bonifay

Applicant Name (print)

x Cecelia Bonifay
Applicant Name (signature)

Michael Boutros

Owner Name (print)

DocuSigned by:
x 
A18C6330EB054DB
Owner Name (signature)

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

5/22/2020

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. 2022-014

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

LOCATION

Site located northwest of US 27 and SR 50 intersection,
Vacant property north of the Crown Lounge and south of Highland Ave.
Alternate Key #1592623, 3821671, 1509971, and 1592267
8.05 +/- Acres



LEGAL DESCRIPTION

PARCEL 1:

NORTH 100 FEET OF SE ¼ OF THE SE ¼ SOUTH OF HIGHLAND AVENUE AND WEST OF HIGHWAY 27, SECTION 19, TOWNSHIP 22, RANGE 26, LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NE ¼ OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO.27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT OF WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, RUN SOUTH ALONG THE EAST RIGHT OF WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO POINT "A".

AND

PARCEL 3:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8-A, FEDERAL ROUTE 19) 654.7 FEET SOUTH OF THE CENTERLINE OF HIGHLAND AVENUE, AS REPRESENTED ON THE OFFICIAL MAP OF CITY OF CLERMONT FILED 2/4/26 AND RECORDED IN PLAT BOOK 8, PAGES 17-23 INCLUSIVE, LAKE COUNTY, FLORIDA; RUN THENCE WESTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHLAND AVENUE 412.3 FT., MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILHOLLAND STREET 201.4 FEET; THENCE EASTERLY AND PARALLEL TO CENTER LINE OF SAID HIGHLAND AVENUE 224.4 FEET; THENCE SOUTH 84°12' EAST, 175 FEET TO THE RIGHT-OF-WAY LINE OF STATE ROAD 50 AND SAID STATE ROAD 25; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID STATE ROAD 25, 219.59 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER (EAST 1/2 OF NORTHEAST 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND THAT FRACTIONAL PART OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SOUTHEAST 1/4 OF SOUTHEAST 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING SOUTH OF HIGHLAND AVENUE, EAST OF MILLHOLLAND STREET AND WEST OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8A, FEDERAL ROUTE NO. 19), DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN BOUNDARY OF HIGHLAND AVENUE AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, DULY FILED AND RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 25 AND RUN SOUTHERLY ALONG SAID WESTERN RIGHT-OF-WAY 624.7 FEET, MORE OR LESS, TO INTERSECT THE NORTHEASTERN CORNER OF THE LANDS OF R.C.B. HOLDINGS; RUN THENCE WESTERLY AND PARALLEL TO THE CENTER LINE OF SAID HIGHLANDS AVENUE 412.3 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE NORTHERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET TO THE SOUTHERN RIGHT-OF-WAY LINE OF SAID HIGHLAND AVENUE; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID HIGHLAND AVENUE TO THE BEGINNING POINT, LESS THE NORTH 100 FEET THEREFROM; AND LESS ANY RIGHT-OF-WAY FOR AN ACCESS ROAD FROM AND TO STATE ROAD 25, U.S. 27.

LESS AND EXCEPT: FROM THE ABOVE LANDS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TO POINT "A".

To rezone the property from C-2 General Commercial zoning to Planned Unit Development (PUD) zoning to allow single-family townhomes

This request will be considered by the Planning & Zoning Commission on Tuesday, April 5, 2022 at 6:30 PM and a public meeting to consider the request will be held before the City Council on Tuesday, April 26, 2022 at 6:30 PM 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 AM and 5:00 PM.

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, July 12, 2022		
Agenda Item Name		
Utility Service Agreement <i>Ivy Ridge</i>		
Requested Action		
Recommend denial of the request to provide sewer service to a 155 lot single-family lot subdivision.		
Staff Report		
The applicant is requesting sewer service for a 155 lot single-family development on 57.31 acres located in Lake County south of Hammock Ridge Road and west of Fox Chase subdivision. The subdivision was approved by Lake County through Ordinance 2020-03. The subdivision will consist of 136 fifty (50) foot wide lots and 19 sixty (60) foot wide lots. Ordinance 2020-03 does not stipulate lot width, only the number of lots. This project is within the City's sewer service area. The applicant is requesting 35,860 gallons per day for sewer capacity. The water service will be provided by a private utility provider. The proposed subdivision, as designed, does not meet the City of Clermont's Land Development Code standards.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FINAL Utility Agreement Ivy Ridge Subdivision V2 6-6-22	FINAL Utility Agreement Ivy Ridge Subdivision V2 6-6-22.docx	
2. LOCATION MAP	LOCATION MAP.pdf	
3. 50 60 wide lot layout	50 60 wide lot layout.pdf	
4. CONCEPTUAL PLAN 4	CONCEPTUAL PLAN 4.pdf	
5. Ivy Ridge PUD Ordinance Lake County	Ivy Ridge PUD Ordinance Lake County.pdf	
6. Letter of Capacity - Ivy Ridge - Signed	Letter of Capacity - Ivy Ridge - Signed.pdf	
7. Utility Service Agreement Application	Utility Service Agreement Application.pdf	

UTILITY SERVICE AGREEMENT FOR WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and AMH Development, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a 155 lot single-family residential development described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting sewer service from the CITY; and

Whereas, as a condition of CITY providing said sewer to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, as a condition of the provision of sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

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

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

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

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to

guarantee completion of improvements. No Certificate of Occupancy shall be issued until sewer improvements have been completed and accepted by the CITY.

- 1.6 The OWNER shall be responsible for all costs of onsite improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.10 The development being served is shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.12 The Agreement shall be for 35,860 gpd for sewer based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

AMH Development LLC
23975 Park Sorrento STE 300
Calabasas, CA 91302

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

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

DATED this _____ day of _____, 2022.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: AMH Development LLC

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner:

AMH Development LLC

Description:

LEGAL DESCRIPTION

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000
AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **14th day of June 2022**, between **AMH Development LLC**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF,

GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

AMH Development LLC

Witnesses

By: _____
Signature

Type or print name

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "C"

DIMENSION PLAN

Ivy Ridge Subdivision - Master Site Plan:

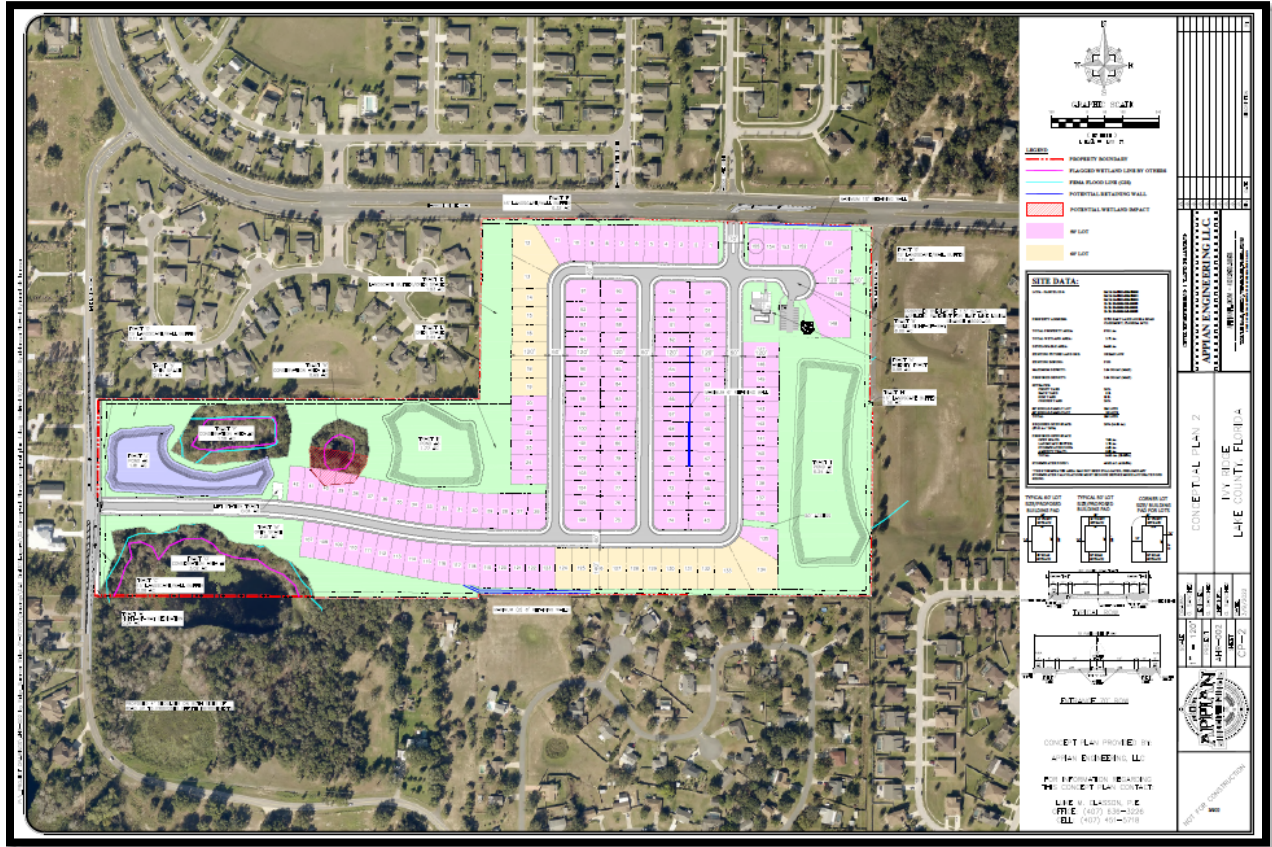
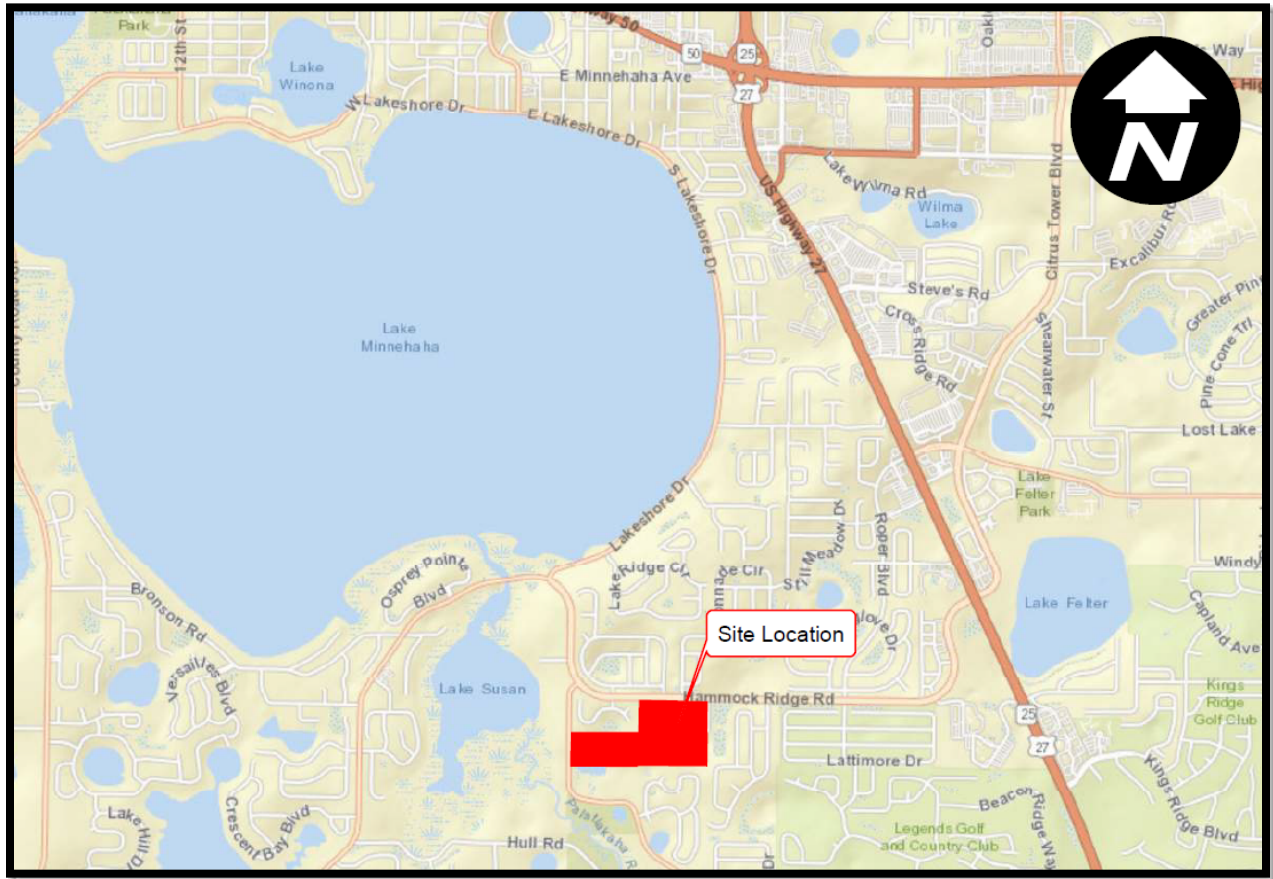
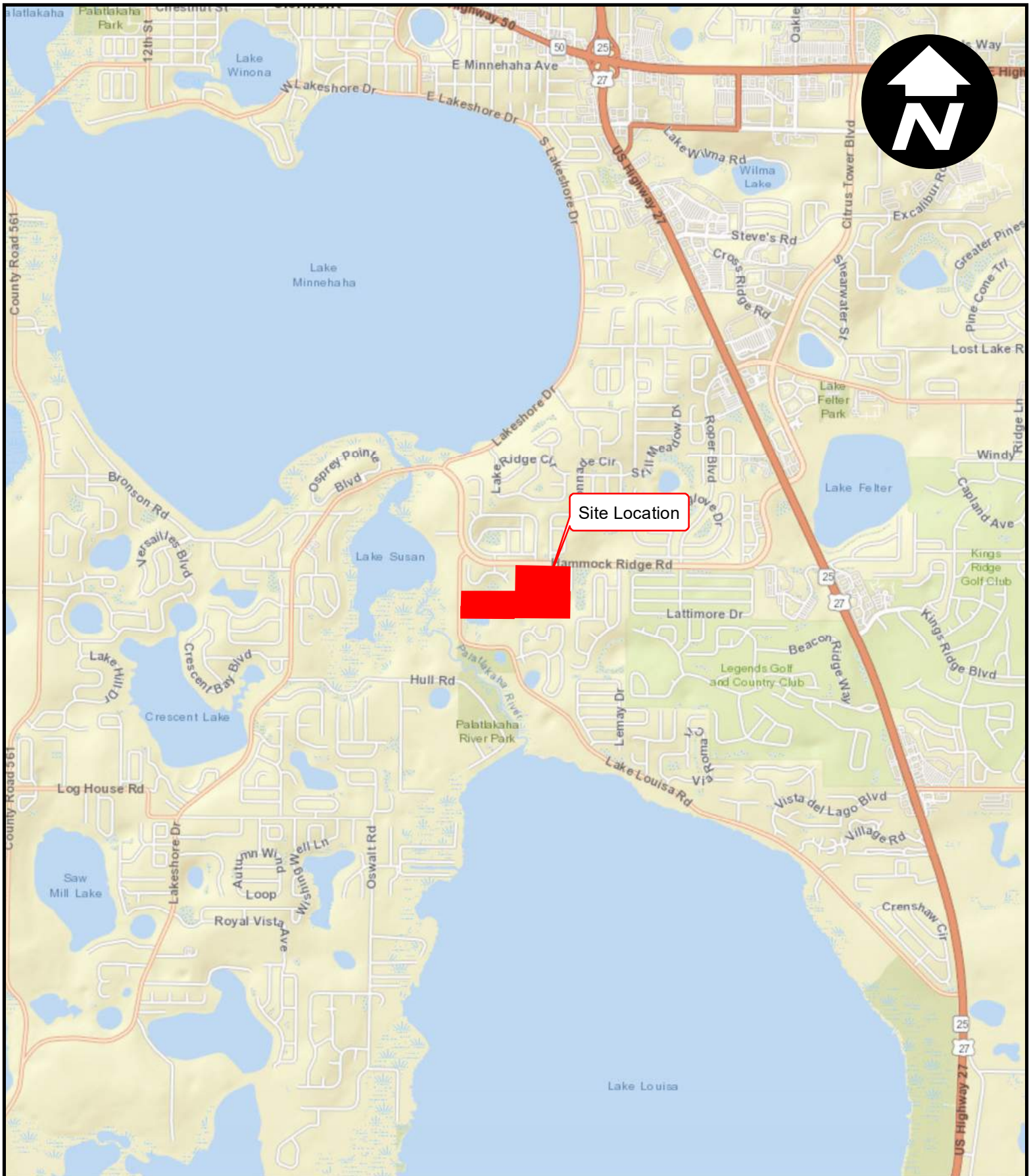


EXHIBIT "D"
LOCATION MAP





APIAN
ENGINEERING



CIVIL ENGINEERING | LAND PLANNING

APPIANFL.COM • 407.960.5868

2221 LEE ROAD, SUITE 27, WINTER PARK, FLORIDA 32789

Location Map

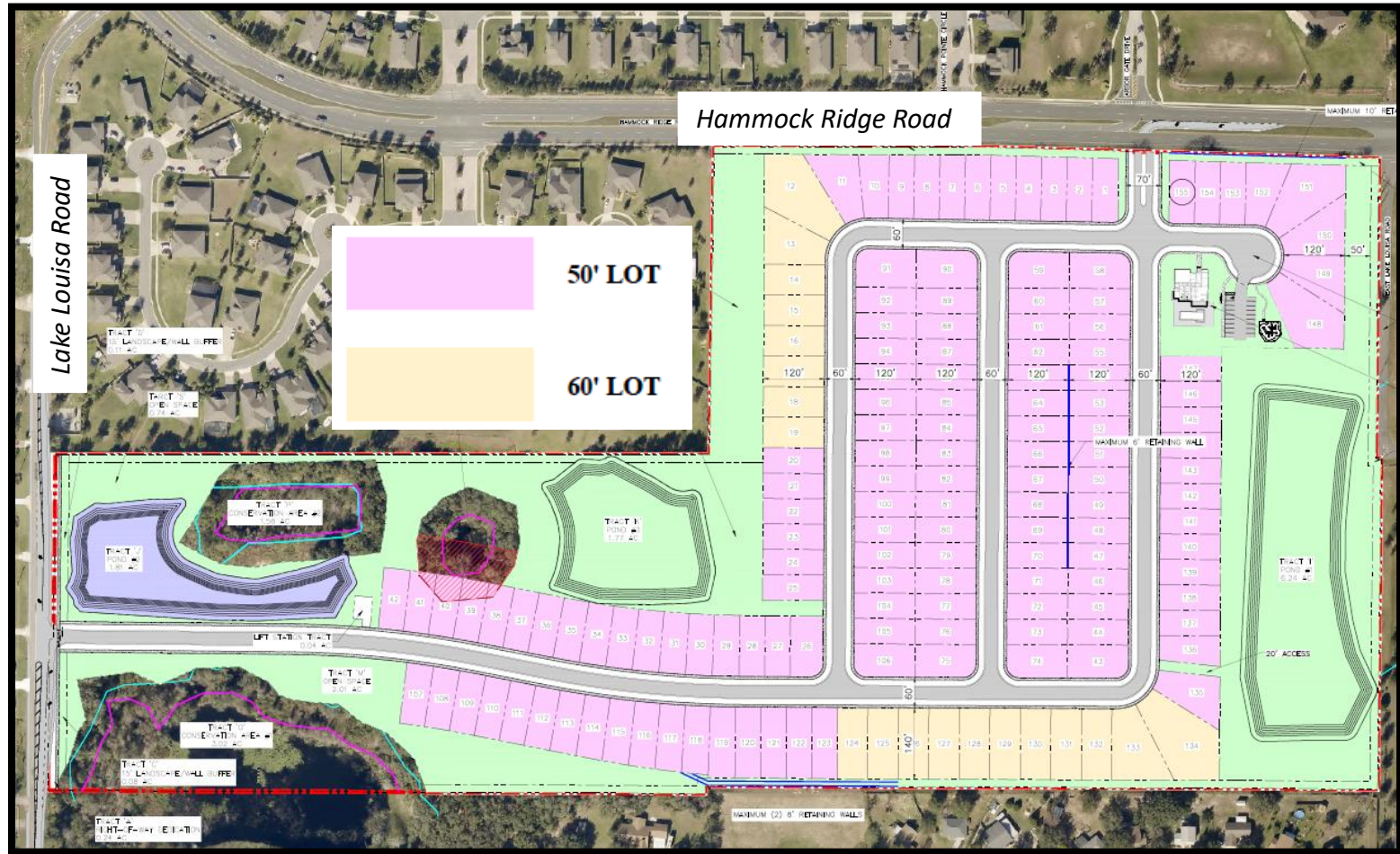
Lake County, Florida

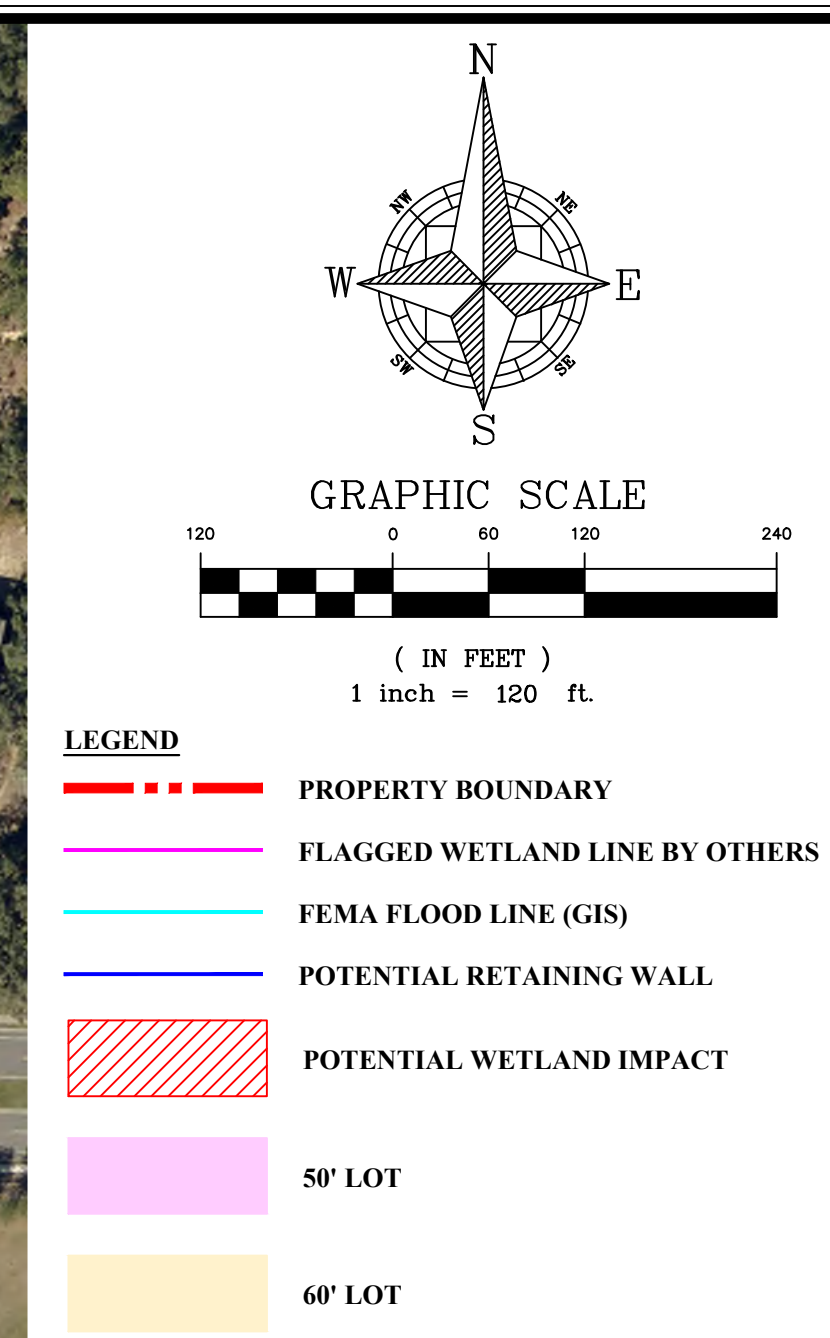
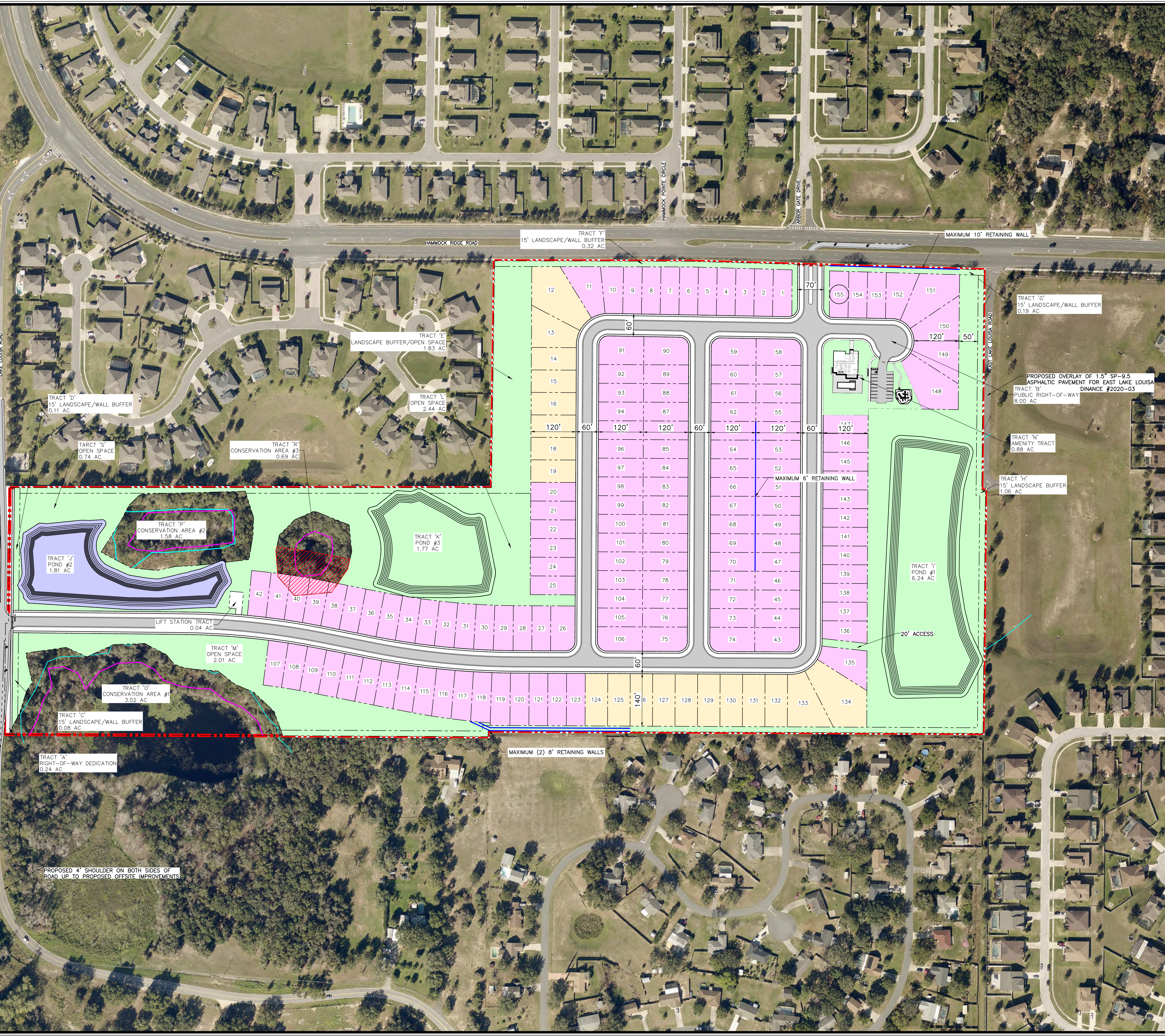
AHR-002

1" = 3,000'

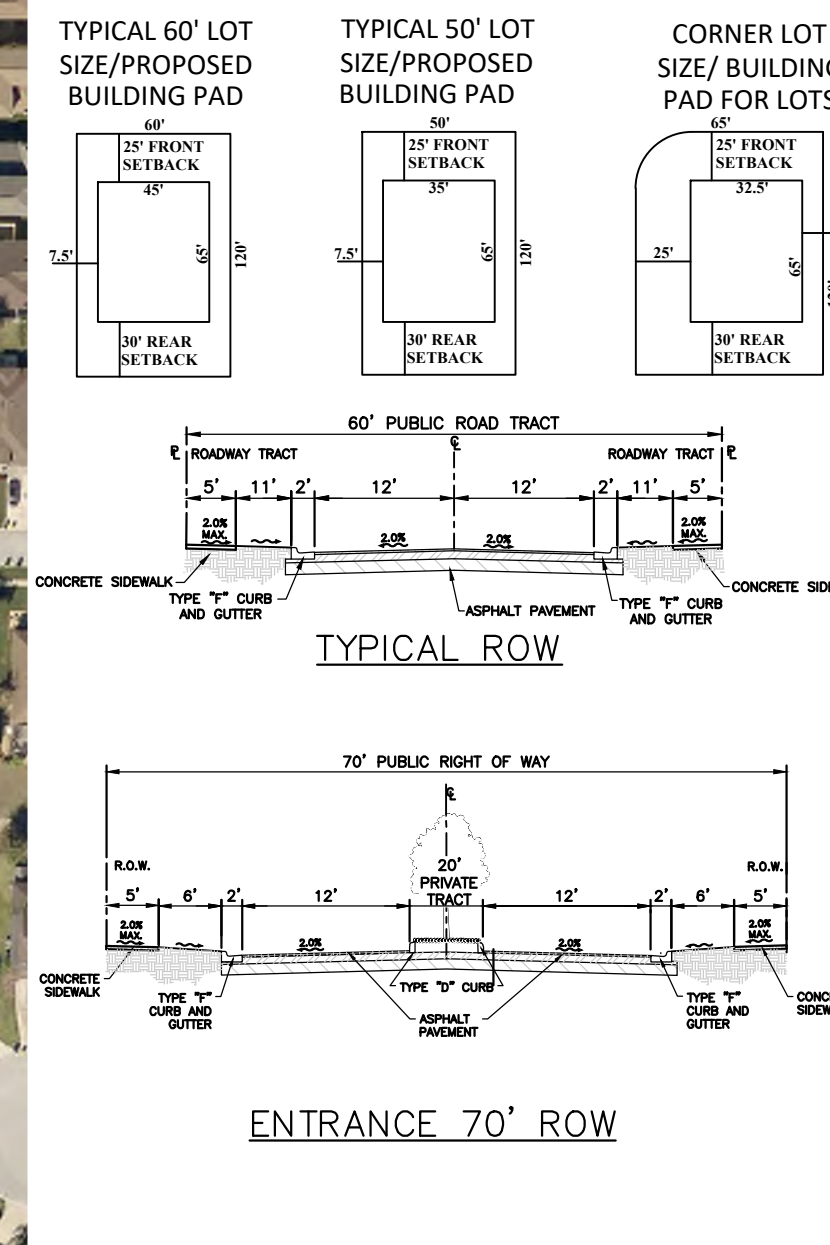
Date: 8/23/2021

Ivy Ridge 155 Lot Single-family Subdivision





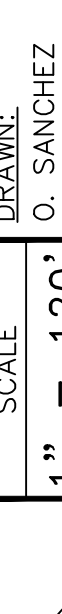
<u>SITE DATA:</u>	
LCPA - PARCEL ID IS:	06-23-26-0003-000-000000 06-23-26-0003-000-000001 06-23-26-0003-000-000083 13-23-25-0000-045-000000 13-23-25-0000-045-000001 13-23-25-0000-045-000000
PROPERTY ADDRESS:	12701 EAST LAKE LOUISA ROAD CLERMONT, FLORIDA 34711
TOTAL PROPERTY AREA:	57.31 Ac.
TOTAL WETLAND AREA:	2.71 Ac.
DEVELOPABLE AREA:	54.60 Ac.
EXISTING FUTURE LAND USE:	URBAN LOW
EXISTING ZONING:	PUD
MAXIMUM DENSITY:	2.84 DU/AC (MAX)
PROPOSED DENSITY:	2.84 DU/AC (MAX)
SE TRACTS:	
FRONT YARD	25 ft.
BACK YARD	5 ft.
SIDE YARD	10 ft.
CORNER YARD	25 ft.
50' SINGLE-FAMILY LOT	136.10%
60' SINGLE-FAMILY LOT	191.0%
TOTAL	1554.10%
REQUIRED OPEN SPACE: (57.31 Ac * 25%)	25% (14.33 Ac)
PROPOSED OPEN SPACE:	
LANDSCAPE BUFFER:	7.06 Ac.
STORMWATER POND:	1.78 Ac.
AMINITY TRAIL:	4.63 Ac.
TOTAL	14.33 Ac. (25.00%)
STORMWATER POND:	0.82 Ac. (1.43%)
* THE STORMWATER AREA HAS NOT BEEN EVALUATED. PRELIMINARY STORMWATER CALCULATIONS MUST BE DONE BEFORE MORE ACCURATE POND SIZING.	



CONCEPT PLAN PROVIDED BY:
APPIAN ENGINEERING, LLC

FOR INFORMATION REGARDING
THIS CONCEPT PLAN CONTACT:

LUKE M. CLASSON, P.E.
OFFICE: (407) 636-3226
CELL: (407) 451-5718

NOT FOR CONSTRUCTION 3/9/22		SCALE	DRAWN:	CONCEPTUAL PLAN 2	CIVIL ENGINEERING LAND PLANNING	 APIAN ENGINEERING LLC. 	 APIANELL.COM • 407.560.5968  2221 Lee Road, Suite 217, Winter Park, Florida 32789 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 3274	REV.	DATE	DESCRIPTION	BY
		1" = 120'	O. SANCHEZ								
		PROJECT	O. SANCHEZ								
		AHR-002	CHECKED:								
		SHEET	O. SANCHEZ								
		CP-2	DATE:								
			3/9/2022								
IVY RIDGE LAKE COUNTY, FLORIDA											

ORDINANCE #2020-03
Hammock Ridge PUD Amendment
RZ-19-27-2

1 AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
2 LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

3 **WHEREAS**, Jim Atkinson of Summergate Companies, LLC (the "Applicant") made a request, on
4 behalf of Territo Corporation, a Florida Corporation, Angela & Joseph Territo, and Vernon A. Schneider
5 (the "Owners"), to rescind and replace Planned Unit Development (PUD) #2005-105 with a new ordinance
6 to rezone 14.99 +/- acres from PUD to Agriculture (A); rezone 16.12 +/- acres from Agriculture (A) to PUD;
7 to bring the PUD into compliance with current Land Development Regulations (LDR) and Comprehensive
8 Plan policies; and to propose setback waivers; and

9 **WHEREAS**, the subject property to be zoned Agriculture (A) consists of 14.99 +/- acres and is
10 generally located southeast of the intersection of Hammock Ridge Road and Lake Louisa Road, in the
11 Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key Number 1593425,
12 and more particularly described below:

13 **SCHNEIDER PROPERTY LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]**

14 **WHEREAS**, the subject property to be zoned Planned Unit Development (PUD) in total consists of
15 57.31 +/- acres and is generally located southeast of the intersection of Hammock Ridge Road and Lake
16 Louisa Road, in the Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key
17 Numbers 2705914, 1593417, 1593433, 1752558, 1752558, 1796873, and 1663083, and more particularly
18 described below:

19 **HAMMOCK RIDGE PUD LEGAL DESCRIPTION: [EXHIBIT "B" – ATTACHED]**

20 **WHEREAS**, the subject properties are located within the Urban Low Density Future Land Use
21 Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

22 **WHEREAS**, on December 20, 2005, the Board of County Commissioners of Lake County, Florida,
23 approved PUD Ordinance #2005-105 for 120 single-family dwelling units, with a gross residential density of
24 2.2 dwelling units per acre; and

25 **WHEREAS**, this rezoning ordinance hereby rescinds and replaces Ordinance #2005-105; and

26 **WHEREAS**, the Lake County Planning & Zoning Board reviewed Petition RZ-19-27-2 on January
27 2, 2020, after giving Notice of Hearing on petition for a change in the use of land, including notice that said
28 petition was presented to the Board of County Commissioners of Lake County, Florida, on January 28,
29 2020; and

30 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of
31 the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from
32 the public and surrounding property owners at a public hearing duly advertised; and

33 **WHEREAS**, upon review, certain terms pertaining to the development of the above described
34 property have been duly approved; and

INSTRUMENT #2020024159

OR BK 5428 PG 1025 - 1034 (10 PGS)

DATE: 2/26/2020 11:43:07 AM

**GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA**

RECORDING FEES \$86.50



NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject properties, subject to the following terms:

Section 1 Terms:

1.1 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "A" to Agriculture (A) zoning.

1.2 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "B" to Planned Unit Development (PUD) zoning. This Ordinance shall rescind and replace Ordinance #2005-105. All uses upon the property described in Exhibit "B" shall be generally consistent with the "Conceptual Plan" attached hereto as Exhibit "C." To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

A. Land Uses:

1. Residential: 155 residential single-family dwelling units, not to exceed a density of 2.84 dwelling units per net buildable acre.

B. Setbacks:

1. Single-Family Residential:

Front	25 feet from the property line
Secondary Front	15 feet from the property line
Side ¹	Variable between 5-10 feet. (7.5 feet ¹ from the property line minimum without 4:1 slope between homes)
Rear	5 feet from the property line
Wetlands/Open Water	50 feet from the jurisdictional wetland line

¹Side Setbacks of 5 feet from the property line shall be allowed so long as the 10-foot cut/fill requirement and 4:1 maximum slope between homes is met.

2. All other setbacks shall be as established in the LDR, as amended.

C. Development Standards:

Open Space	Minimum 25% of the net buildable area of the entire site shall be dedicated to open space, as defined in the Comprehensive Plan. ¹
Lot Width	Minimum 50 feet
Impervious Surface Ratio (ISR)	Maximum 60% over the entire project site
Building Height	Maximum 40 feet

¹The homeowner's association for the property shall be responsible for maintaining the open space that is retained in its natural state, in such natural state.

All development requirements within the Urban Low Density (FLUC) shall be in accordance with the Comprehensive Plan and LDR, as amended.

D. Landscaping, Buffering, and Screening:

1. A minimum 50-foot wetlands buffer shall be provided to all wetlands. A conservation easement of the wetland area and buffer will be required. The easement must be dedicated to a conservation agency (FDEP or SJRWMD), a non-profit conservation organization or land trust, or Lake County, subject to acceptance by the Board of County Commissioners for maintenance and protection. The conservation easement will be required prior to Final Plat approval.
2. All landscaping located west of the residential lots to the entrance at Lake Louisa Road must utilize one-hundred (100) percent Florida-native species.
3. All other landscaping, buffering, and screening requirements shall be in accordance with the LDR, as amended.

E. Noise: Compliance shall be in accordance with the LDR, as amended.

F. Utilities: Central water and sewer connection shall be provided in accordance with the Comprehensive Plan and LDR, as amended.

G. Transportation Improvements/Access Management:

1. A Tier Two (2) Traffic Study will be required in accordance with the Conceptual Plan attached hereto as Exhibit "B."
2. Sidewalks will be required along Lake Louisa Road, in accordance with the LDR, as amended.

3. Turn lanes will be required at the entrances to the development on all county maintained roads.

4. East Lake Louisa Road will be required to be modified to meet current County standards, as amended.

5. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

H. Stormwater Management:

1. The Stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with the requirements of FEMA, the Lake County Comprehensive Plan, and LDR, as amended.

3. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

I. Schools: School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

J. Lighting: Exterior lighting shall be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles.

K. Signage: Signs shall be in accordance with the LDR, as amended.

L. Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and LDR, as amended.

M. Concurrency Management Requirements: Any development shall comply with the Lake County Concurrency Management System, as amended.

N. Development Review and Approval:

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with EXHIBIT "C" – Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

2. PUD Expiration: Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.

O. Future Amendments to Statutes, Code, Plans, or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance shall constitute a covenant running with the land, and inure to the benefit of, and the terms, conditions, and provisions of which shall be binding upon, the present Owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

F. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

[Remainder of Page Left Intentionally Blank]

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of January, 2020.

FILED with the Secretary of State February 5th, 2020.

EFFECTIVE January 28, 2020.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

[Signature]



GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY

[Signature]
MELANIE MARSH, COUNTY ATTORNEY

1 **EXHIBIT "A" – SCHNEIDER PROPERTY LEGAL DESCRIPTION**

2 THE EAST 33.2 FEET OF: THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 23
3 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH AND EAST OF THE COUNTY
4 CLAY ROAD, LESS THE EAST 235 FEET THEREOF.

EXHIBIT "B" – HAMMOCK RIDGE PUD LEGAL DESCRIPTION

PARCEL NO. 1

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3

TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF THE SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30' EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE PONT OF BEGINNING.

AND

EXHIBIT "B" – LEGAL DESCRIPTION CONT.

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30" EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,496,509 SQUARE FEET (57.31 ACRES), MORE OR LESS.

[illegible]



Lee VanDever
Assistant Director
Public Services

352-241-0178
Lvandever@clermontfl.org

April 7, 2022

Ben Shoemaker
AMH Development LLC
23975 Park Sorrento, Suite 300
Calabasas, CA 91302

RE: AHR 200 Ivy Ridge Development

This letter is in response to your request regarding water and sewer availability for the project located at:
ALT KEYS: 2705614, 1593417, 1593433, 1752558, 1796873 and 1663083

The property referenced is not located within the city limits of Clermont. The property is, however, located within the City's water/sewer utility service area and therefore, the City can provide utility service subject to compliance with applicable City Codes.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions. To initiate the consideration process, the property owner must submit a request for a water and sewer utility agreement to be approved by City Council. Please contact Curt Henschel, Planning and Development Services Director, to proceed with requesting utility service for this project.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

Sincerely,

A handwritten signature in blue ink that reads 'Lee VanDever'.

Lee VanDever
Assistant Director of Public Services



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date 04/05/2022			
Applicant Ben Shoemaker			
Contact Person: Ben Shoemaker			
Address 2460 Sand Lake Rd	City Orlando	State FL	Zip 32809
Telephone (407) 625-4747	Fax N/A		
Email bshoemaker@ah4r.com			
OWNER INFORMATION			
Owner's Name AMH Development LLC			
Owner Address 23975 Park Sorrento STE 300,	City Calabasas	State CA	Zip 91302
Telephone 407-625-4747	Fax		
Email bshoemaker@ah4r.com			
AGREEMENT INFORMATION			
Party Responsible for Agreement AMH Development LLC			
Address of the Subject Property 12701 East Lake Louisa Road, Clermont, Florida 34711			
General Location of the Property (include Location Map) The project site is located on the east side of Lake Louisa Road, south of Hammock Ridge Road and west of East Lake Louisa Road within Lake County.			
Area of the property: <u>57.31</u> acres			
Zoning: PUD		County Future Land Use: Urban Low	
Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).			
Estimated Water Consumption (excluding irrigation): <u>N/A</u> gallons per day			
Estimated Sewer Consumption: <u>35,860</u> gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: <u>N/A</u> gallons per day			
Attach a detailed description of project.			
Notes: The development consist of 155 single-family residential development with associated open space, amenity tract, landscape buffers, lift station, stormwater ponds, and roadway.			



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

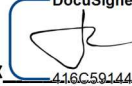
- ☒ Signed original application and materials requiring for processing
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser – Record Card
- ☒ Location Map
- ☐ Any applications currently on file with Lake County
- ☒ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

Ben Shoemaker

Applicant Name (print)

Brad Edwards

Owner Name (print)

DocuSigned by:

 x 416C59144AC94D2...
 Applicant Name (signature)

DocuSigned by:

 x 624E060B8AB640B...
 Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

03/09/2020



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Ordinance No. 2022-031 <i>Final</i> <i>Hazardous Materials</i>		
Requested Action		
Recommend Approval of Ordinance No. 2022-031		
Staff Report		
The Fire Department is recommending approval of the above action. The amended language proposed to Chapter 34, Environment, of the Clermont City Code will provide the City with the ability to seek cost recovery for the use of personnel, equipment, supplies, and additional resources required for mitigation in response to hazardous materials incidents by the parties responsible for the incident. Cost recovery will be limited to hazardous materials incidents as defined in Florida Statutes § 166.0446 (2021).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	ORD 2022-031 Hazardous Materials (07.01.2022)	ORD 2022-031 Hazardous Materials (07.01.2022).pdf
2.	Legal Ad	7446074.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-031

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, FLORIDA, AMENDING CHAPTER 34, “ENVIRONMENT”**
3 **OF THE CLERMONT CITY CODE, BY CREATING NEW ARTICLE VI**
4 **“HAZARDOUS MATERIALS – COST RECOVERY FOR INCIDENTS”**
5 **SECTIONS 34-150 THROUGH 34-154 PROVIDING FOR INTENT AND**
6 **PURPOSE; DEFINITIONS; LIABILITY FOR COSTS; COLLECTION**
7 **AND PAYMENT OF COSTS; METHODS OF ENFORCEMENT;**
8 **CODIFICATION SEVERABILITY, CONFLICT, ADMINISTRATIVE**
9 **CORRECTION, PUBLICATION AND AN EFFECTIVE DATE.**

10 **WHEREAS**, the City of Clermont is granted the authority, under Section 2(b), Article
11 VIII, of the State Constitution, to exercise any power for municipal purposes, except when
12 expressly prohibited by law; and

13 **WHEREAS**, the recovery of taxpayer funds expended in the interest of public health,
14 safety and welfare is a legitimate public purpose; and

15 **WHEREAS**, the City Council finds that it is in the best interests of the City to adopt this
16 ordinance to ensure, whenever possible, the collection of funds related to the expenditure of
17 resources to promote, support and enhance the City’s public safety needs to further the safety,
18 health, comfort, and welfare of all persons of the City; and

19 **WHEREAS**, the City Council of the City of Clermont, hereby finds this Ordinance to be
20 in the best interests of the public health, safety and welfare of the citizens of Clermont.

21 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**
22 **OF CLERMONT, FLORIDA, as follows:**

23 **SECTION 1:**

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

26 **SECTION 2:**

27 Chapter 34, “Environment”, Article VI, “Hazardous Materials – Cost Recovery for Incidents” is
28 hereby created to read as follows: (underline words depict added language, strikethrough indicates
29 deleted)

30 **Sec. 34-150. Intent and purpose; jurisdiction.**

31 (a) This Article is intended to provide for recovery of costs incurred in response and
32 recovery efforts related to hazardous material incidents. In addition, it is intended to
33 provide for cost recovery for damages to natural resources and government-owned
34 properties.

CITY OF CLERMONT
ORDINANCE NO. 2022-031

(b) This Article shall apply to emergency and related services provided by the city in incorporated and unincorporated Lake County; provided, however, that if this provision is in conflict with a Lake County or another municipal ordinance, this provision will not be effective in unincorporated Lake County or in the municipality to the extent of such conflict.

Sec. 34-151. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Costs, as used in connection with an emergency response are those customary and reasonable costs resulting from an emergency and post-emergency response to an incident, and shall also include, but not be limited to:

(a) All costs incurred to facilitate the removal or cessation of a hazardous materials emergency, or for remedial actions;

(b) Costs of any health assessment or health effects study for emergency response personnel carried out as a necessity resulting from a hazardous material incident;

(c) Labor costs, including overtime if required and/or unavoidable;

(d) The cost of operating, leasing, and maintaining of equipment used specifically for and incurred directly as a result of the incident, or the repairing and replacement of equipment where the destruction thereof was caused by the incident and occurred during the response and is not related to the act or omission of a third party or contractor;

(e) The cost of disposable materials used in the response, including, but not limited to, absorbents, foam, dispersants, neutralization agents, overpack drums or containers;

(f) The cost of contract labor, equipment and materials where such are necessitated by a response beyond normal operations of the city and devoted specifically to the incident; and

(g) Legal expenses incurred as a result of response activities and for collection activities as set forth herein.

Environment refers to water, air, and land including but not limited to streets, sidewalks, paved or unpaved property, vehicles and buildings or other structures.

Hazardous material refers generally to any material that, because of its quantity, concentration, physical or chemical characteristics, poses significant present or potential hazard to public health, safety or welfare or to the environment if released into the environment.



CITY OF CLERMONT
ORDINANCE NO. 2022-031

Incident means a release or threat of release of a hazardous substance, hazardous waste, toxic chemical, or toxic substance constituting hazardous material.

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which results in an "emergency" (including the abandonment or discarding of barrels, containers and other receptacles) of any hazardous materials, but does not include any consumer product in use in accord with label instructions, or those discharges stable in rate and quantity. This term also does not include releases solely within the workplace into those secondary containment or other areas designed to receive spills; permitted releases in accordance with applicable local, State or federal law; and those associated with the label instruction use of a consumer product.

Responsible Party shall mean, jointly and severally,

(a) Any person, persons or entity whose negligent or willful act or omission proximately caused such release;

(b) The person or persons who owned or had custody or control of the hazardous material at the time of such release, without regard to negligence, fault or proximate cause; and/or

(c) The person or persons who owned or had custody or control of, or other legal duty with regard to, the container which held such hazardous material at the time of such release, without regard to negligence, fault or proximate cause.

Sec. 34-152. Liability for costs.

(a) A responsible party shall be liable and obligated for the payment of all costs incurred by the city or its agents for response to and remediation of a hazardous material incident.

(b) The city will seek all available remedies at law, to include the provisions of this Article, against any parties responsible for any hazardous material incident.

Sec. 34-153. Collection and payment of costs.

(a) The City Manager or designee shall serve as the city's agent for collecting invoices and billing the responsible party for costs.

(b) The City Manager or designee shall submit an invoice to the Responsible Party or Parties identifying the specific costs incurred and the amount to be reimbursed to the city. The responsible party or parties shall submit payment in certified or guaranteed funds to the city within sixty (60) days of receiving an invoice.

(c) This Article shall not restrict or replace cost recovery from funding sources available under State, federal or county regulations. A responsible party subject to cost recovery hereunder shall have the right to off-set the balance owed against funds actually received by the city from other sources or to a refund if the amount paid by the responsible party(s) is off-set by reimbursement to the City from other sources, such that the City has recovered in excess of its costs as provided for herein.



CITY OF CLERMONT
ORDINANCE NO. 2022-031

Sec. 34-154. Methods of enforcement.

(a) The city may enforce the provisions of this Article by civil action in a court of competent jurisdiction for the collection of any amounts due under this Article plus administrative collection costs and attorney fees, or for any other relief that may be appropriate. A certified copy of a judgment in favor of the city may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by such person; and such lien shall be coequal with the liens of all state, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid or extinguished.

(b) This section shall not prohibit the city from pursuing any other remedy, whether civil or criminal, or from instituting any appropriate action or proceedings, including injunction in a court of competent jurisdiction, nor shall the recovery of extraordinary expenses under this division in any way release the various parties, or limit them, from legal liability incurred as a result of hazardous material cleanup or abatement as defined under any local, state or federal rule or regulation.

Sec. 34-155 – 34-159. Reserved.

SECTION 3: CODIFICATION

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

SECTION 4: SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Council that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 5: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2022-031

139 **SECTION 6: ADMINISTRATIVE CORRECTION**

140 Regardless of whether such inclusion in the Code as described in Section 3 is accomplished,
141 Section 2 of the Ordinance may be re-numbered or re-lettered and the correction of typographical
142 and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or
143 designee, without need of public hearing, by filing a corrected or re-codified copy of same with
144 the City Clerk.

145 **SECTION 7: PUBLICATION & EFFECTIVE DATE**

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

148 First Reading this 28th day of June, 2022.

149 Second Reading this 12th day of July, 2022.



CITY OF CLERMONT
ORDINANCE NO. 2022-031

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 12th day of July, 2022.

Tim Murry, Mayor

ATTESTED:

Tracy Ackroyd Howe, MMC
City Clerk

LEGAL IN FORM AND VALID AS ADOPTED:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	ORDINANCE NO. 2022-0

Date:	06/21/2022
Order Number:	7446074
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	53.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/28/2022 - 06/28/2022	Bids & Proposals
LEE dailycommercial.com	1	06/28/2022 - 06/28/2022	Bids & Proposals

Total Order Confirmation	\$93.74
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, July 14, 2022 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2022-031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING CHAPTER 34, "ENVIRONMENT" OF THE CLERMONT CITY CODE, BY CREATING NEW ARTICLE VI "HAZARDOUS MATERIALS – COST RECOVERY FOR INCIDENTS" SECTIONS 34-150 THROUGH 34-154 PROVIDING FOR INTENT AND PURPOSE; DEFINITIONS; LIABILITY FOR COSTS; COLLECTION AND PAYMENT OF COSTS; METHODS OF ENFORCEMENT; CODIFICATION SEVERABILITY, CONFLICT, ADMINISTRATIVE CORRECTION, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings are held in the Clermont City Hall, 1st Floor Council Chambers, located at 685 West Montrose Street, Clermont, FL.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

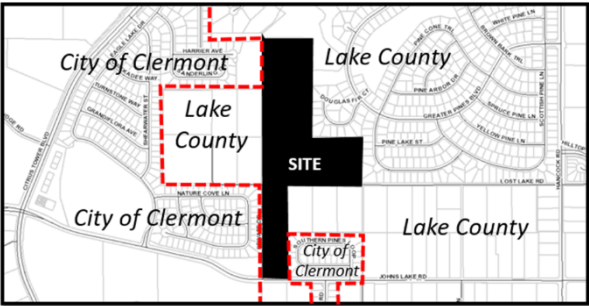
Daily Commercial
June 28, 2022
7446074



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 12, 2022		
Agenda Item Name		
Ordinance No. 2022-024 <i>Intro</i> <i>Lost Lake Assemblage Annexation</i>		
Requested Action		
Recommend introduction of Ordinance 2022-024		
Staff Report		
The applicant, Major Stacy, P.E., is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 48 acres collectively, is located $\frac{3}{4}$ mile west of the intersection of Johns Lake Road and Hancock Road, north of Grace Community Church. This request is being heard concurrently with a request for a Small-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses with a transition to 5 acre agricultural/residential type use. The proposal is an assemblage of seven (7) properties consisting of 5 and 10 acre tracts combined together for the proposed low density housing development.  The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the project, in which the City can fully serve. The property is contiguous with the City limits along a portion of the western and eastern property line of the overall project. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation. <u>NOTE:</u> the applicant has three applications that are dependent upon each other. Staff suggests that if the City Council intends on denying the comprehensive plan change or the rezoning petition, then the annexation should also be denied to prevent annexation without a future land use designation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-024 Lost Lake Assemblage annexation (06.28.2022)	Ord 2022-024 Lost Lake Assemblage annexation (06.28.2022).pdf	
2. Map Location Lost Lake Assemblage	Map Location Lost Lake Assemblage.pdf	

3.	PUD Conceptual Plan June 23 2022	PUD Conceptual Plan June 23 2022.pdf
4.	Annexation-Application-2021	Annexation-Application-2021.pdf
5.	Legal ad Ord. 2022-024 LLA Annex	Legal ad Ord. 2022-024 LLA Annex.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-024

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR ALT KEY 1031346

W 1/4 OF SE 1/4 OF NW 1/4 ORB 2681 PG 1119 ORB 5072 PG 1639

LEGAL DESCRIPTION FOR ALT KEY 1678501

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 38 PB 9 PG 65 ORB 2143 PG 0263

LEGAL DESCRIPTION FOR ALT KEY 1678528

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A POINT ON E'LY LINE OF 15 FT R/W, N 0-10-56 W ALONG SAID E'LY R/W LINE 43.99 FT, S 89-48-28 E 3.63 FT, S 0-11-32 W 17.41 FT, S 44-48-28 E 7.07 FT, S 89-48-28 E 311.94 FT TO POB FOR ADDITIONAL RD R/W--PB 9 PG 65 ORB 935 PG 409

LEGAL DESCRIPTION FOR ALT KEY 1098858 AND 1067952

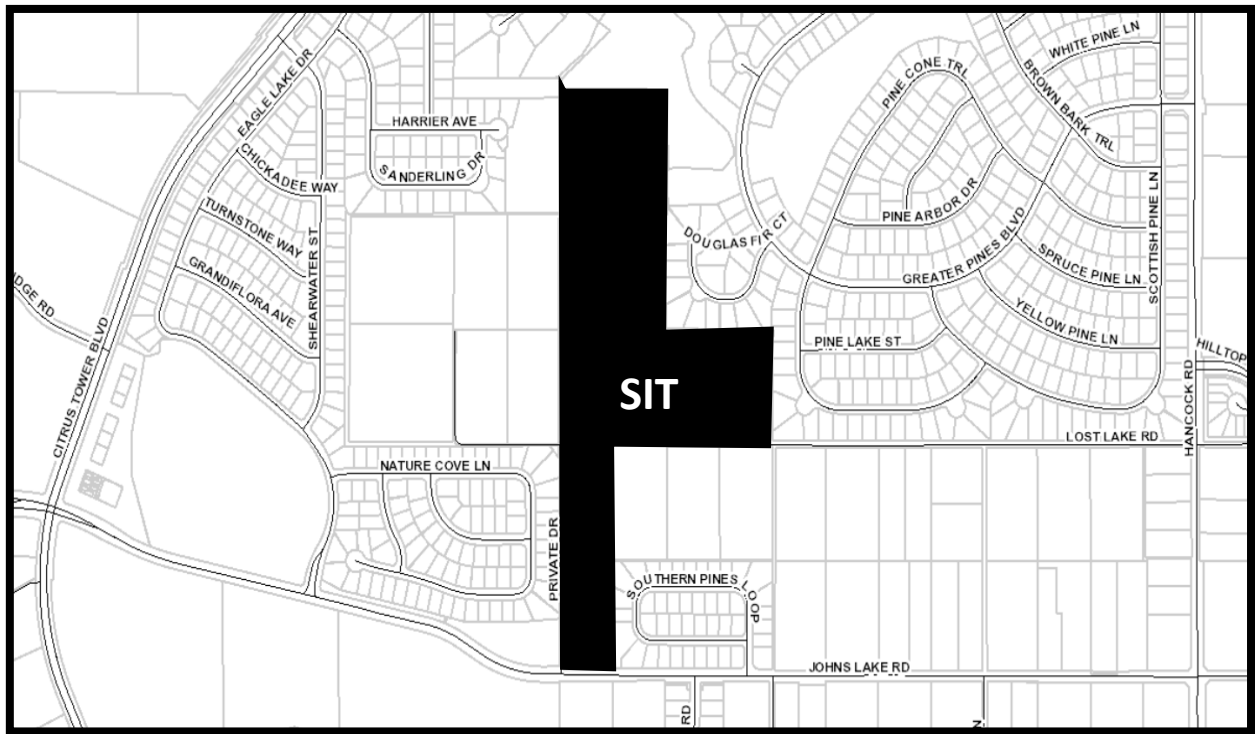
POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268

CITY OF CLERMONT
ORDINANCE NO. 2022-024

E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 ORB 2751 PG 268
LEGAL DESCRIPTION FOR ALT KEY 1491690 AND 1029562
POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116
POSTAL COLONY 33-22-26 E 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116
SITE CONTAINS 47.8 +/- ACRES.

LOCATION:

Vacant parcels located north of Johns Lake Road and west of Hancock Road
(Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)



SECTION 2:

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

SECTION 3:

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



CITY OF CLERMONT
ORDINANCE NO. 2022-024

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: 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 7: RECORDING

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

SECTION 6: 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. 2022-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of July 2022.

CITY OF CLERMONT

Tim Murry, Mayor

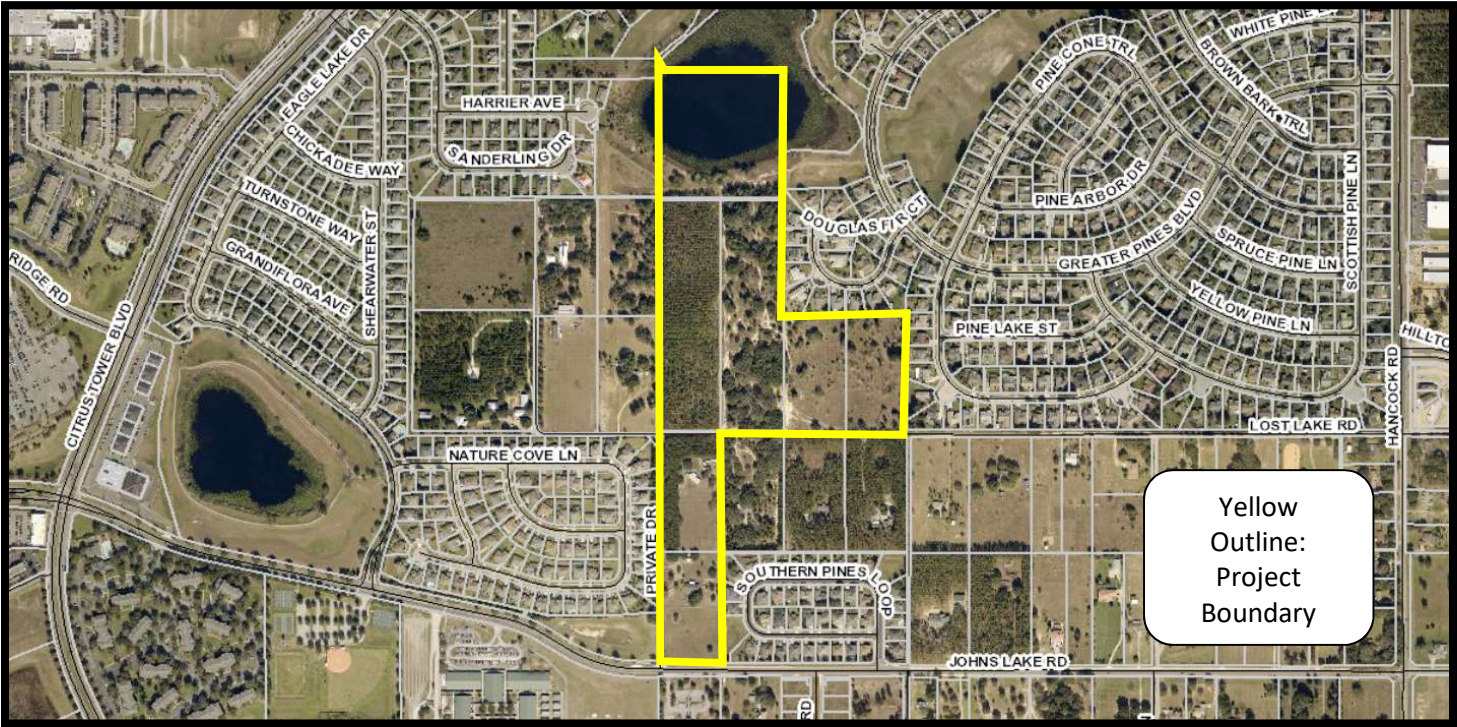
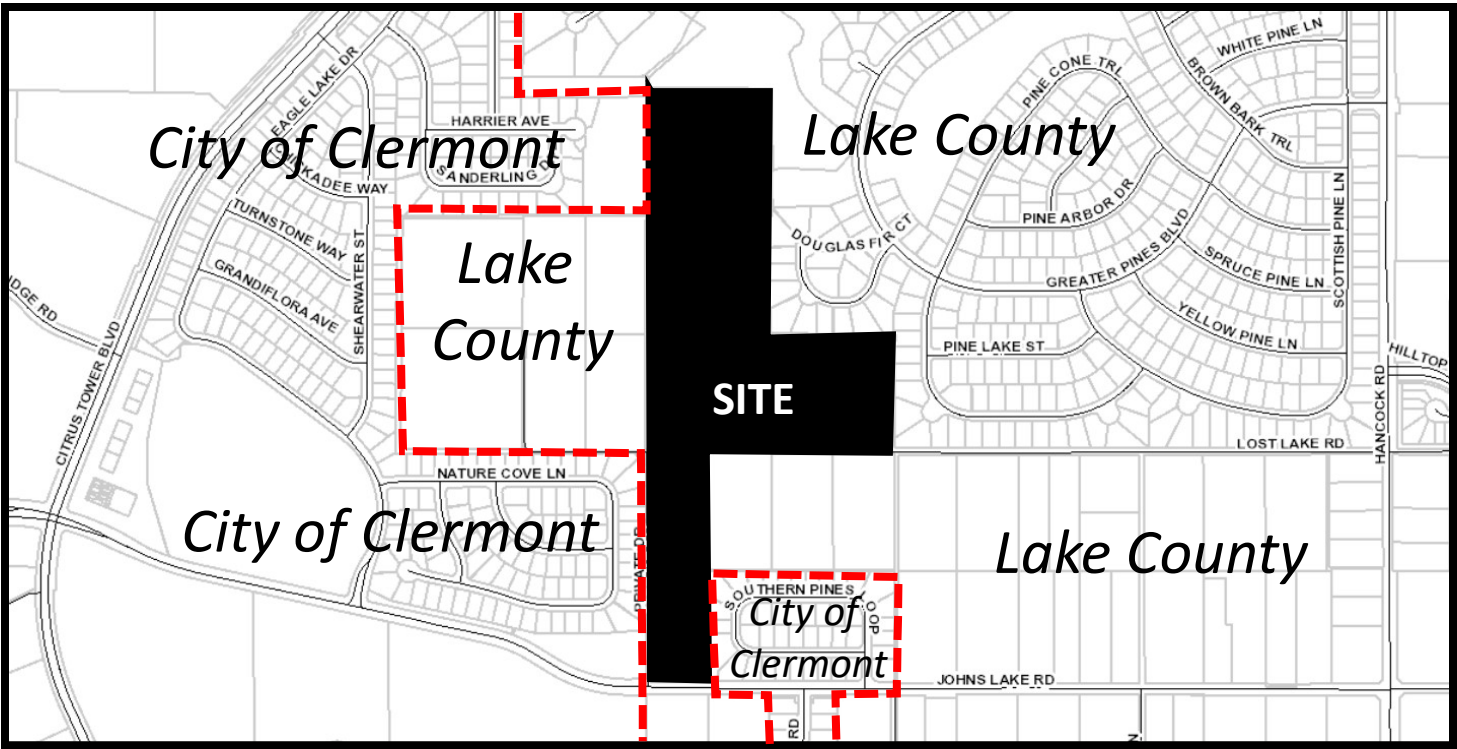
ATTEST:

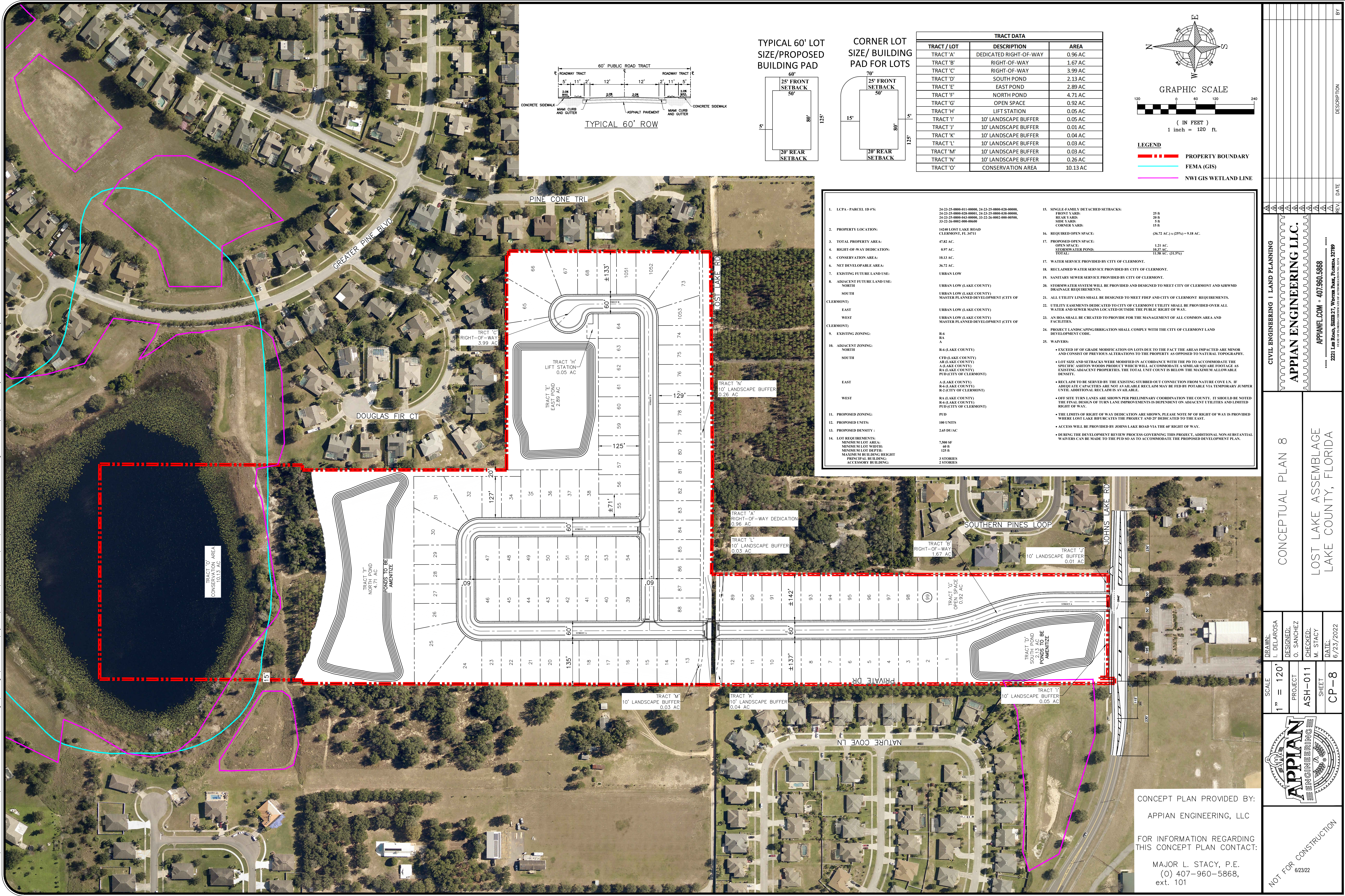
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Lost Lake Assemblage







CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: 03/15/2022

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Lost Lake Assemblage

APPLICANT: Major Stacy, P.E.

Address: 2221 Lee Road Suite 27

City: Winter Park State: FL Zip: 32789

Phone: 4079605868 Fax: _____

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: See Attached

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Major Stacy, P.E.

Address: 2221 Lee Road Suite 27

City: Winter Park State: FL Zip: 32789

Phone: 4079605868 Fax: _____

E-Mail: mstacy@appianfl.com

Property address and/or general location: LOST LAKE RD CLERMONT

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

The property is PRESENTLY used for: See Attached

The property is PROPOSED to be used for: Planned Development



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : See Attached

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

Number of existing structures on the property and their present use: N/A

State the reason or basis for this request: Proposed Development

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

Section 33, Township 22S, Range 26E

See Attached

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



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

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

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

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

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

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

GRAY STEVEN G. & MI Y TRUSTEES

Landowner (Petitioner)

Notary Public

Date

My Commission Expires



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 03/15/2022

Before me, the undersigned authority personally appeared GRAY STEVEN G. & MI Y TRUSTEES
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Acquisition of all permits from agencies having jurisdiction to obtain approval of a single family development.
3. That said authority (owner) has appointed (agent's name) Major Stacy, P.E.
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X _____ X _____
Owner (signature) Agent's (signature)

Sworn to and subscribed before
me this _____ day of _____,
20____.

Sworn to and subscribed before
me this _____ day of _____,
20____.

Notary Public, State of FL
My commission expires:

Notary Public, State of FL
My commission expires:

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

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed

Ordinance at the regularly scheduled meeting to be held Tuesday, July 26, 2022 at 6:30 PM. The public meetings are held at the Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING PUBLICATION AND EFFECTIVE DATE.

LOCATION:

Vacant parcels located north of Johns Lake Road and west of Hancock Road (Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)



LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR ALT KEY 1031346

W 1/4 OF SE 1/4 OF NW 1/4 ORB 2681 PG 1119 ORB 5072 PG 1639

LEGAL DESCRIPTION FOR ALT KEY 1678501

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 38 PB 9 PG 65 ORB 2143 PG 0263

LEGAL DESCRIPTION FOR ALT KEY 1678528

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A POINT ON E'LY LINE OF 15 FT R/W, N 0-10-56 W ALONG SAID E'LY R/W LINE 43.99 FT, S 89-48-28 E 3.63 FT, S 0-11-32 W 17.41 FT, S 44-48-28 E 7.07 FT, S 89-48-28 E 311.94 FT TO POB FOR ADDITIONAL RD R/W--PB 9 PG 65 ORB 935 PG 409

LEGAL DESCRIPTION FOR ALT KEY 1098858 AND 1067952

POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268

E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 ORB 2751 PG 268

LEGAL DESCRIPTION FOR ALT KEY 1491690 AND 1029562

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

POSTAL COLONY 33-22-26 E 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

SITE CONTAINS 47.8 +/- ACRES.

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

The proposed ordinance may be inspected at the Clermont Development Services Department, located on the 1st Floor of the City Hall Building, between 8 AM and 5 PM Monday to 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 hearings.

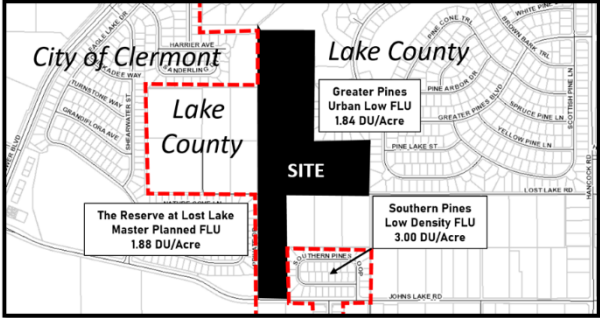
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 12, 2022	
Agenda Item Name	
Ordinance No. 2022-025 <i>Intro</i> <i>Lost Lake Assemblage CPA</i>	
Requested Action	
Recommend approval of Ordinance 2022-025	
Staff Report	
The applicant, Major Stacy, P.E., is requesting a Small-Scale Comprehensive Plan Amendment for property being voluntary annexed into the city. The property, approximately 48 acres collectively, is located $\frac{3}{4}$ mile west of the intersection of Johns Lake Road and Hancock Road, north of Grace Community Church. This request is being heard concurrently with a request for Annexation and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses with a transition to 5 acre agricultural/residential type use. The proposal is an assemblage of seven (7) properties consisting of 5 and 10 acre tracts combined together for the proposed low density housing development. The applicant is requesting City services for the 48 +/- acre project, in which the City can fully serve. The property currently has a Lake County future land use designation of Urban Low Density. This future land use allows up to four dwelling units per acre. The applicant is requesting a change to City of Clermont Low Density Residential future land use, which allows up to three dwelling units per acre. This land use change would reduce the dwelling units by one unit per acre. The surrounding County land use is Urban Low Density and the City's is Master Planned Development and Low Density Residential. The existing developments adjacent to the project currently are: Greater Pines with a FLU of Lake County Urban Low at 1.84 dwelling units per acre, Southern Pines with a FLU of City of Clermont Low Density at 3.00 dwelling units per acre, and The Reserve at Lost Lake with a FLU of City of Clermont Master Planned Development at 1.88 dwelling units per acre.  The City's Future Land Use Element has the following policies that supports the land use change: <u>Policy 1.2.1:</u> The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities. <u>Policy 1.6.1:</u> Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots. The requested Low Density Residential future land use would provide for an appropriate transition and would be	

compatible with existing densities and intensities in the area. The City's Low Density Residential future land use is the most compatible future land use for a residential project when transiting from Lake County Urban Low Density. An application for a Planned Unit Development rezoning is being requested as well, with a density of 2.70 dwelling units per net acre. Staff is able to support the requested change and recommends approval of the comprehensive plan amendment to City of Clermont Low Density Residential future land use.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Ord 2022-025 Lost Lake Assemblage CPA (06.28.2022) | Ord 2022-025 Lost Lake Assemblage CPA (06.28.2022).pdf |
| 2. | FLU MAP | FLU MAP.pdf |
| 3. | Conceptual Plan 6 5-12-22 | Conceptual Plan 6 5-12-22.pdf |
| 4. | Comp-Plan-Application-2021 | Comp-Plan-Application-2021.pdf |
| 5. | Legal ad Ord. 2022-025 LLA CPA | Legal ad Ord. 2022-025 LLA CPA.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2022-025

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 on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

SECTION 1:

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

LEGAL DESCRIPTION:

LEGAL DESCRIPTION FOR ALT KEY 1031346

W 1/4 OF SE 1/4 OF NW 1/4 ORB 2681 PG 1119 ORB 5072 PG 1639

LEGAL DESCRIPTION FOR ALT KEY 1678501

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 38 PB 9 PG 65 ORB 2143 PG 0263

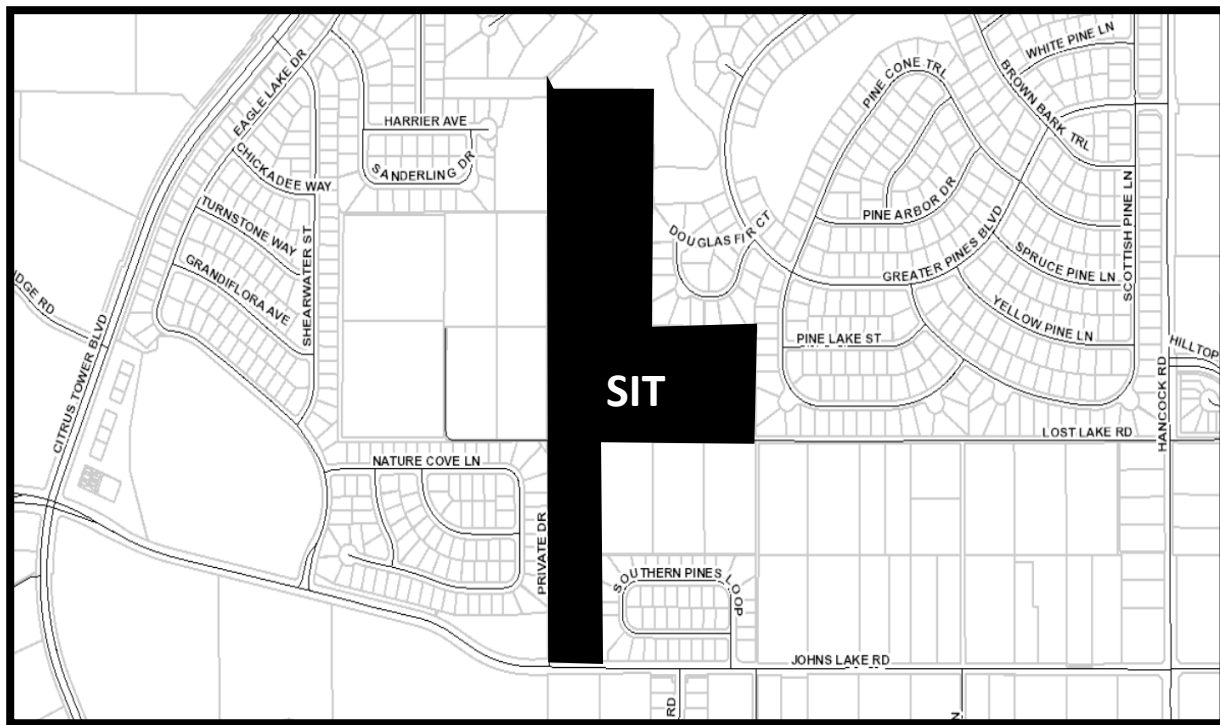
LEGAL DESCRIPTION FOR ALT KEY 1678528

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A

POINT ON E'LY LINE OF 15 FT R/W, N 0-10-56 W ALONG SAID E'LY R/W LINE 43.99 FT, S 89-48-28 E 3.63 FT, S 0-11-32 W 17.41 FT, S 44-48-28 E 7.07 FT, S 89-48-28 E 311.94 FT TO POB FOR ADDITIONAL RD R/W--PB 9 PG 65 ORB 935 PG 409
LEGAL DESCRIPTION FOR ALT KEY 1098858 AND 1067952
POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268
E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 ORB 2751 PG 268
LEGAL DESCRIPTION FOR ALT KEY 1491690 AND 1029562
POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116
POSTAL COLONY 33-22-26 E 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116
SITE CONTAINS 47.8 +/- ACRES.

LOCATION:

Vacant parcels located north of Johns Lake Road and west of Hancock Road
(Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)



CHANGE IN FUTURE LAND USE CLASSIFICATION:

FROM: LAKE COUNTY URBAN LOW DENSITY
TO: CITY OF CLERMONT LOW DENSITY RESIDENTIAL

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. 2022-025

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 OF SCRIVENERS ERROR

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. 2022-025

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of July, 2022.

CITY OF CLERMONT

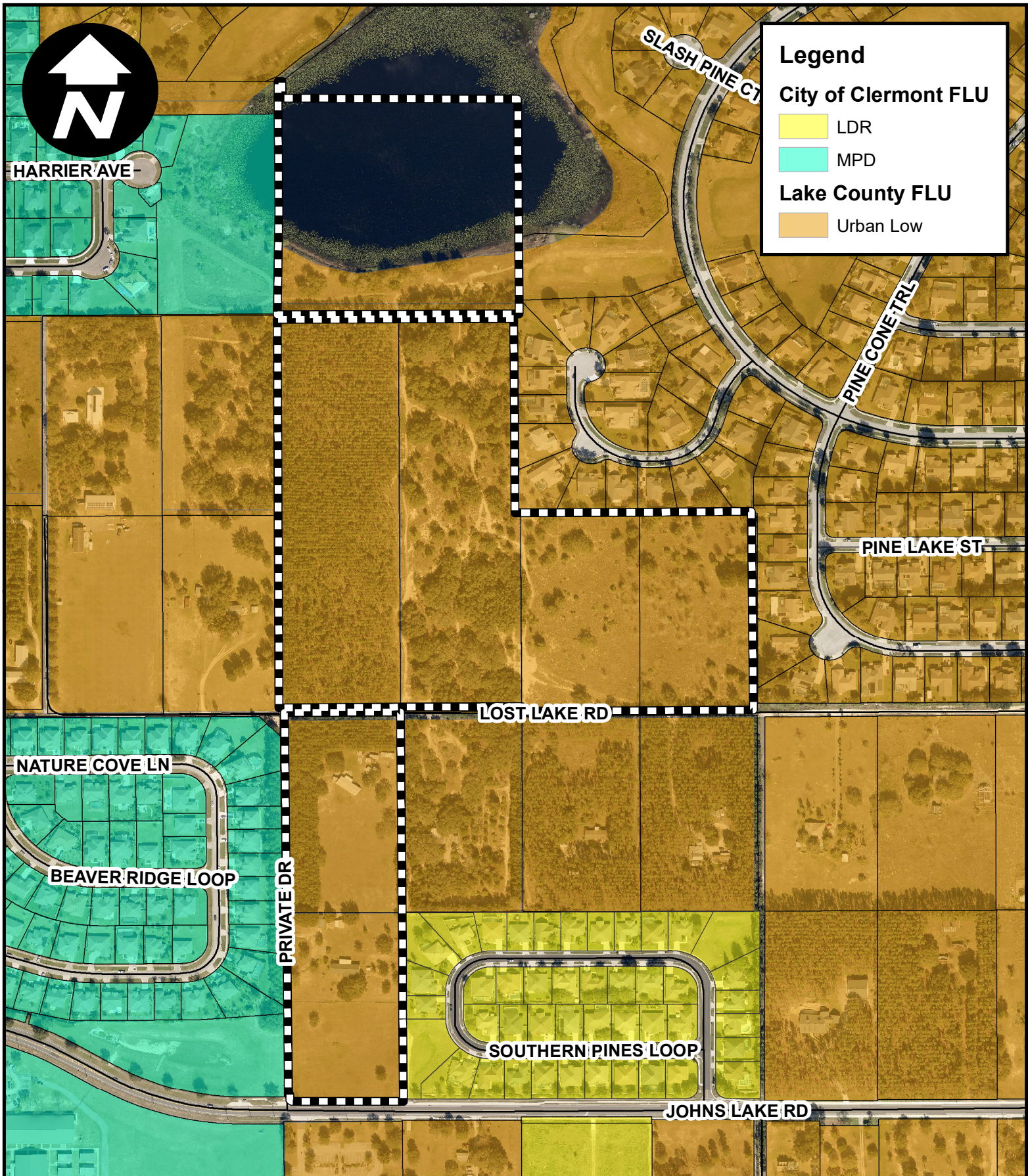
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Legend

City of Clermont FLU

LDR

MPD

Lake County FLU

Urban Low

APPIAN
ENGINEERING



CIVIL ENGINEERING | LAND PLANNING

APPIANFL.COM • 407.960.5868

2221 LEE ROAD, SUITE 27, WINTER PARK, FLORIDA 32789

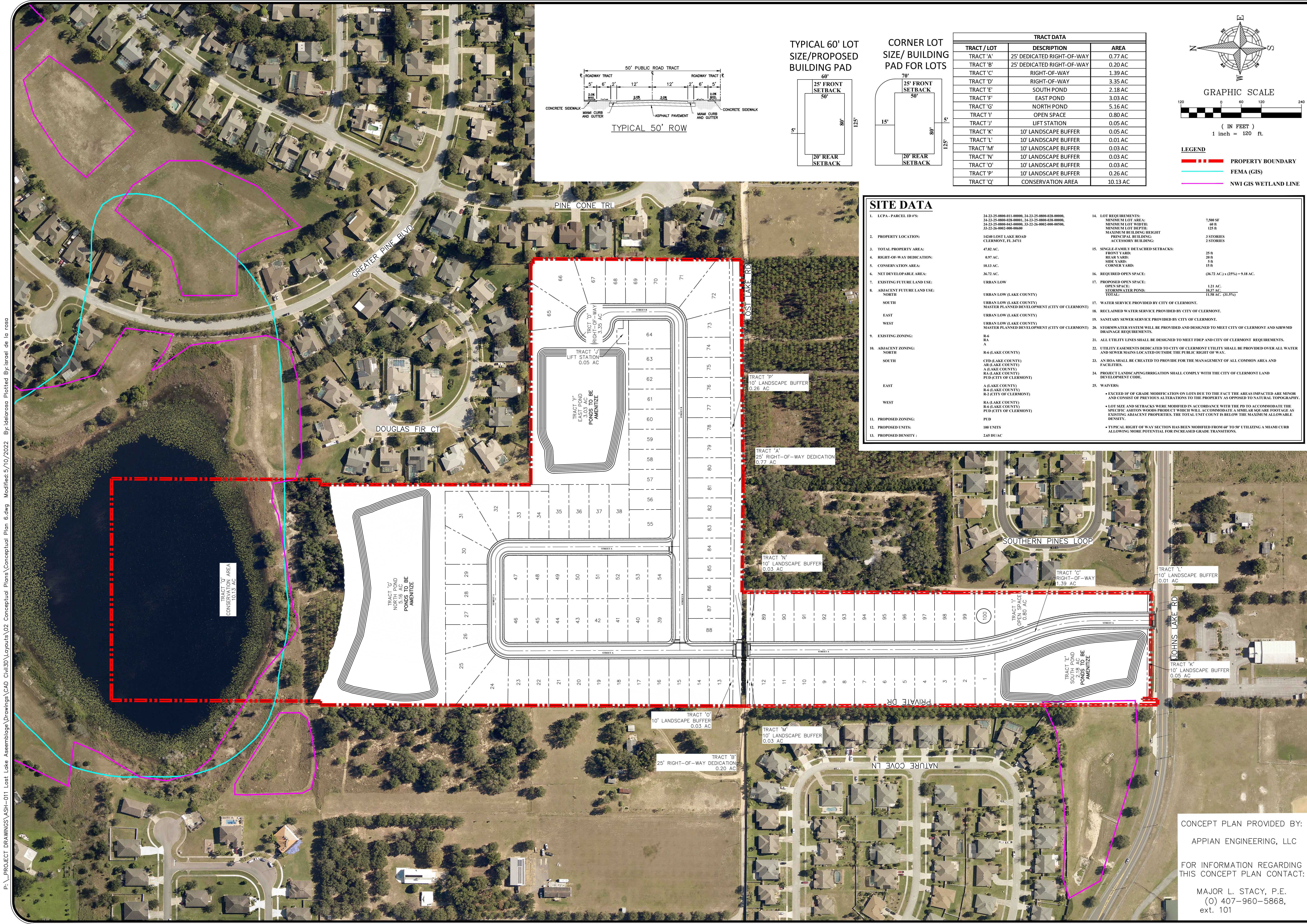
FLU Map

Lake County, Florida

ASH-011

1" = 400'

Date: 7/27/2021



CONCEPT PLAN PROVIDED BY:
APPIAN ENGINEERING, LLC

FOR INFORMATION REGARDING
THIS CONCEPT PLAN CONTACT:

MAJOR L. STACY, P.E.
(O) 407-960-5868,
ext. 101

CIVIL ENGINEERING | LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.5868

2231 Las Rozas, Suite 27, Winter Park, Florida, 32789

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION: 1212

MAY 10, 2022

LOST LAKE ASSEMBLAGE
LAKE COUNTY, FLORIDA

DRAWN:
I. DELAROSA

DESIGNED:
O. SANCHEZ

CHECKED:
M. STACY

DATE:
5/10/2022

SCALE
1" = 120'

PROJECT
ASH-011

SHEET
CP-6

NOT FOR CONSTRUCTION

5/11/22

REV.

DATE

DESCRIPTION

BY



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than ~~10~~ 50 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

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

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

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

AMENDMENT TIME FRAME:

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



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

Application Information Required

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

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

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 03/15/2022

FEE: \$755

Project Name (if applicable): Lost Lake Assemblage

Applicant: Major Stacy, P.E.

Contact Person: Major Stacy, P.E.

Address: 2221 Lee Road Suite 27

City: Winter Park State: FL Zip: 32789

Phone: 4079605868 Fax:

E-Mail: mstacy@applanfl.com

OWNER: See Attached

Address:

City: State: Zip:

Phone: Fax:

E-Mail:

General Location: LOST LAKE RD CLERMONT

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): See Attached

Flood hazard area (yes) and approx. acreage (no)^x

Existing (Actual) Land Use: Ag SF

Existing Zoning: See Attached

Existing Future Land Use: Urban Low

Proposed Future Land Use: LDR

Type of development proposed: Planned Development- Single Family



Proposed density (dwelling units/acre) or intensity: 3.0 DU/AC

Proposed Zoning District: PUD

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

The applicant seeks to develop the property as a single family residential development which requires Annexation, Comprehensive Plan of LDR consistent with surrounding properties and a PUD Zoning Designation.

The property consists of 47.82 acres with Lost Lake comprising the northern portion (+/-10.13 ac). No wetland or floodplain impacts are proposed and stormwater will be maintained on site.

The proposed Density is +/- 2.65 dwelling units per acre which is below the JPA density limit of 3.00 dwelling units per acre. This is a reduction of the current County density of 4.00 dwelling units per acre.

The proposed use of single family is compatible with the adjacent properties and will assist in accommodating housing for the increasing population.

The applicant acknowledges Lake County Public Schools will require an application for school concurrency which will be submitted under a separate cover.

The site is within the Clermont JPA and will receive utilities from Clermont upon annexation which was requested by the City.

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Major Stacy, P.E.

_____, who being

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

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

Major Stacy, P.E.

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this _____ day of _____, 20____.

X

Notary Public, State of Florida at Large

My Commission Expires: _____



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

GRAY STEVEN G & MI Y TRUSTEES _____, who being

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

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

Affiant - Applicant Name (print)

X _____
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this _____ day of _____, 20____.

X _____
Notary Public, State of Florida at Large

My Commission Expires: _____

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

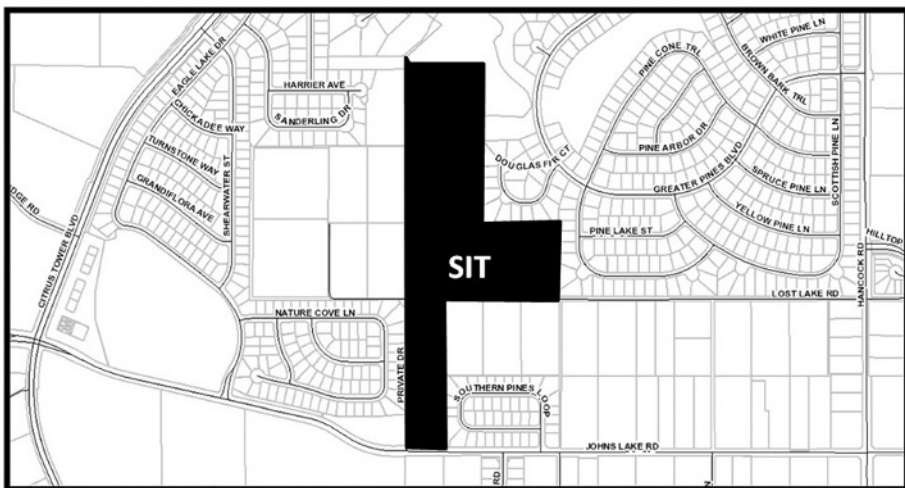
Comprehensive Plan Amendment

ORDINANCE NO. 2022-025

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, June 7, 2022 at 6:30 PM, and the Clermont City Council will hold a public meeting on Tuesday, June 28, 2022 at 6:30 PM for the final hearing 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 parcel below from Lake County Urban Low Density to Clermont Low Density Residential.

Ordinance 2022-025

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 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 scrivener's error, publication and effective date.



LOCATION:

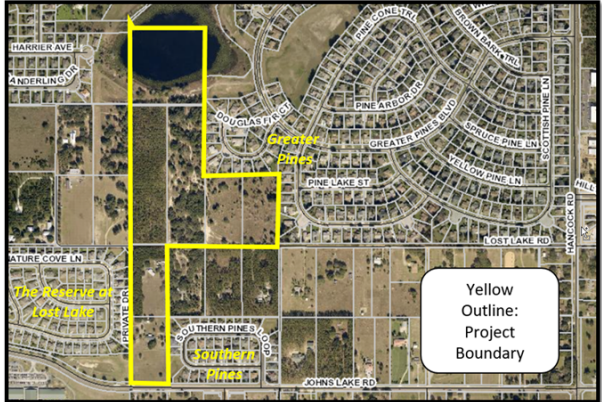
Vacant parcels located north of Johns Lake Road and west of Hancock Road (Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)

The public meetings 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 AM and 5 PM 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

AGENDA ITEM

Meeting Date	
Tuesday, July 12, 2022	
Agenda Item Name	
Ordinance No. 2022-026 <i>Intro</i> <i>Lost Lake Assemblage Rezoning</i>	
Requested Action	
Recommend Council to act as it deems appropriate.	
Staff Report	
The applicant, Major Stacy, P.E., is requesting a rezoning to a Planned Unit Development (PUD) for a single family subdivision on approximately 48 acres located $\frac{3}{4}$ mile west of the intersection of Johns Lake Road and Hancock Road, north of Grace Community Church. This request is being heard concurrently with a request for an Annexation and Small-Scale Comprehensive Plan Amendment. The property has been historically used for agricultural uses with a transition to 5 acre agricultural/residential type use. The proposal is an assemblage of seven (7) properties consisting of 5 and 10 acre tracts combined together for the proposed low density housing development. The property is currently in Lake County and consists of the following zoning designations: Agriculture (A), Ranchette Agriculture (RA), and Urban Residential (R-6). The applicant is requesting a PUD for 99 single family lots with a density of 2.70 dwelling units per net acre. The property is adjacent to three existing single family subdivisions: Greater Pines with a density at 1.84 dwelling units per acre, Southern Pines with a density at 3.00 dwelling units per acre, and The Reserve at Lost Lake with a density of 1.88 dwelling units per acre.	
	
The applicant has provided a conceptual site plan, dated 6-23-22, showing the layout and specifics of the subdivision. The applicant is requesting sixty (60) foot wide lots by one hundred and twenty-five feet in depth. The minimum lot area will be 7,500 square feet and the setbacks will be twenty-five (25) feet front yard, twenty (20) feet rear yard and side yard will be five (5) feet. The project will be served by the City with water, sewer and reuse. The subdivision entry point will be from Johns Lake Road with an emergency access from Lost Lake Road. The portion of Lost Lake Road that crosses within the subdivision shall be upgraded to City standards. Lost Lake Road from Hancock to the site will be required to be graded, leveled, and stabilized to support fire and emergency access vehicles. The Traffic Impact Analysis (TIA) indicated the project shall have an eastbound left turn lane on Johns Lake Road at the project access point. In addition, the project will be responsible for a 1.7% proportionate share cost to the widening of Hancock Road from Hooks Street to Johns Lake Road.	
The applicant is requesting several waivers to the code in order to develop the subdivision. The waivers include: 1. Exceed 10 feet of grade modification (cut/fill) on lot area for up to 10% of the site. 2. Reduction in lot size and setbacks to accommodate the specific Ashton Woods homes.	

3. Serve the project with the existing reclaimed water stub out in lieu of installing a main reclaimed water line.
4. Possible elimination of left turn lane due to existing utilities and limited right of way.
5. Fifty (50) foot right-of-way dedication for the Lost Lake crossing and additional 25 feet dedicated to the east.
6. Any additional non-substantial waivers to accommodate the proposed development plan during the development review process.

Staff has reviewed the project and many concerns were noted. The concerns were expressed to the applicant and with the requested PUD rezoning request, the applicant has the right to seek approval by City Council with the waivers requested. The applicant has made a few changes from the initial proposal, such as increasing the lot width from fifty (50) feet to sixty (60) feet and increasing the internal right-of-way width to sixty (60) feet from fifty (50) feet.

As to the applicant's request to rezone the property to Planned Unit Development, Council shall act as it deems appropriate. If Council does not support the applicant's request, staff recommends the property be designated with a zoning of R-2 Medium Density Residential since this is very similar with the characteristics of the surrounding subdivisions.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Ord. 2022-026 Lost Lake Assemblage Rezoning (07.01.2022) | Ord. 2022-026 Lost Lake Assemblage Rezoning (07.01.2022).pdf |
| 2. | Rezoning Maps | Rezoning Maps.pdf |
| 3. | PUD Conceptual Plan June 23 2022 | PUD Conceptual Plan June 23 2022.pdf |
| 4. | Lost Lake TIA Summary | Lost Lake TIA Summary.pdf |
| 5. | 2022-06-29-Lost Lake Assemblage TIA Review | 2022-06-29-Lost Lake Assemblage TIA Review.pdf |
| 6. | Rezoning-Application-2020 | Rezoning-Application-2020.pdf |
| 7. | Legal ad Ord. 2022-026 LLA REZ | Legal ad Ord. 2022-026 LLA REZ.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2022-026

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, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1.

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

LEGAL DESCRIPTION:

LEGAL DESCRIPTION FOR ALT KEY 1031346

W 1/4 OF SE 1/4 OF NW 1/4 ORB 2681 PG 1119 ORB 5072 PG 1639

LEGAL DESCRIPTION FOR ALT KEY 1678501

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 38 PB 9 PG 65 ORB 2143 PG 0263

LEGAL DESCRIPTION FOR ALT KEY 1678528

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A POINT ON E'LY LINE OF 15 FT R/W, N 0-10-56 W ALONG SAID E'LY R/W LINE 43.99 FT, S 89-48-28 E 3.63 FT, S 0-11-32 W 17.41 FT, S 44-48-28 E 7.07 FT, S 89-48-28 E 311.94 FT TO POB FOR ADDITIONAL RD R/W--PB 9 PG 65 ORB 935 PG 409

LEGAL DESCRIPTION FOR ALT KEY 1098858 AND 1067952

POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268

E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 ORB 2751 PG 268

LEGAL DESCRIPTION FOR ALT KEY 1491690 AND 1029562

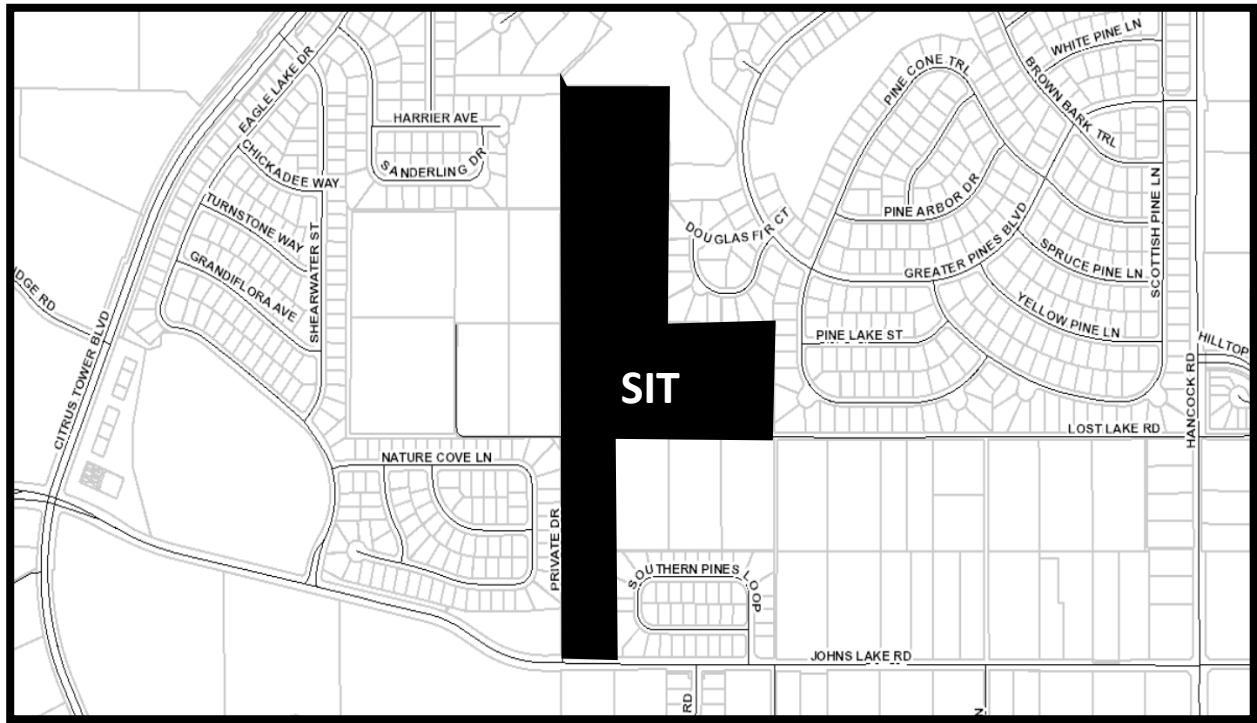
POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

POSTAL COLONY 33-22-26 E 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

SITE CONTAINS 47.8 +/- ACRES.

LOCATION:

Vacant parcels located north of Johns Lake Road and west of Hancock Road
(Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)



PROPERTY REZONING

**FROM: Lake County R-6 Urban Residential,
RA-Ranchette, A-Agricultural
TO: City of Clermont Planned Unit Development**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 99 lot single-family residential subdivision; 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.
2. The property shall be developed in substantial accordance with the PUD Concept Plan, sheet CP-8, prepared by Appian Engineering, LLC dated 6-23-2022. 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.



CITY OF CLERMONT
ORDINANCE NO. 2022-026

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

This application for a Planned Unit Development to allow for single family residential development be granted subject to the following conditions:

1. A total of up to 99 single family residential dwelling units may be permitted on the site, not to exceed a density of 2.70 units per net developable acre within the project. The net developable acre calculation is the total property area minus the right-of-way dedication minus the conservation area. Below is the calculation:

Total Property Area (TPA)	47.82 Acres
Right-of-Way Dedication (ROW)	0.97 Acres
Conservation Area (CA)	10.13 Acres
TPA – ROW – CA = Net Developable Area	
Net Developable Area	36.72 Acres

CITY OF CLERMONT
ORDINANCE NO. 2022-026

2. Development Standards: Development standards for the development of the residential dwelling units shall be based on the size of the lot, as indicated in the table below.

<u>Design Item</u>	<u>60' Lot</u>
Minimum Lot Area	7,500 sf
Minimum Living Area	1,000 sf
Minimum Lot Width	60'
Minimum Lot Depth	125'
Minimum Front Building setback	25'
Minimum Side Yard Setback	5'
Setback from Side Street	15'
Minimum Rear Yard Setback	20'
Minimum Building Separation	10'
Minimum Rear Yard Setback for Pools, Patios, Decks, Screen Rooms or Ancillary Structures	5'
Maximum Impervious Surface Ratio (ISR)	0.65
Maximum Principal Building Height	35'
Maximum Accessory Building Height	25'
Setbacks from High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50'
Minimum front yard easement	5'
Minimum side and Rear Yard Drainage and Utility Easement	5'

3. Phasing of Development: The project may be developed in one or more phases.
4. The project may have elevation changes of up to 25 feet in height with up to 10% of the project site comprised of single-family residential lots through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.



CITY OF CLERMONT
ORDINANCE NO. 2022-026

5. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall development. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
6. The project shall be developed in accordance with the City of Clermont Utility Standards.
7. Any proposed City maintained utilities that are not located within a City maintained right of way shall be placed in a utility easement dedicated to the City at time of recordation of final plat. Easements shall be provided at no expense to the City.
8. The PUD will be required to have a minimum of 25% open space.
9. The Traffic Impact Analysis review has indicated existing deficiencies in the project area. A left-turn lane is warranted on Johns Lake Road and will need to be installed by the Developer prior to the first Certificate of Occupancy. In addition, the Developer will be responsible for a 1.70% proportionate fair share payment for Hancock Road widening. The proportionate fair share payment shall be coordinated with Lake County. The proportionate fair share payment shall be completed prior to the first Certificate of Occupancy.
10. The internal roadways shall have a right-of-way of sixty (60) feet, constructed to City Standards, to include the portion of Lost Lake Road that is within the development.
11. Coordination between the Developer and Lake County Solid Waste Office, Lake County Public Works Department/Environmental Services Division and other public service providers, will be required to provide access for trash and recycling service pickups, mail, police and fire protection, and other services for the adjacent parcels that are currently accessing through Lost Lake Road or the private drive on the western property boundary.
12. The Developer shall extend a 12 inch reclaimed main along the Lost Lake Road frontage and down to Johns Lake Road to serve adjacent unserved properties. This shall be coordinated through the City of Clermont Public Services Department and Lake County.
13. The City of Clermont Fire Chief has determined the connection and design of a secondary emergency access point will be from Lost Lake Road and will need to be graded, leveled, and stabilized using whatever materials the Engineer of record requires to support loads of fire apparatus and shall be provided with an all-weather driving surface. This secondary access point shall be maintained by the Homeowners Association as frequently as necessary to keep the path in a level drivable condition.
14. Air conditioner pads, generator pads, and pool equipment may be located in the side yard setback, but shall not be located within any drainage and/or utility easement. If these items are unable to meet this setback, then they will be placed behind the rear building line of the structure outside of the drainage and/or utility easement.



CITY OF CLERMONT
ORDINANCE NO. 2022-026

15. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
16. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) 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 R-2 Medium Density Residential Zoning Designation.
17. The project shall be developed according to R-2 Medium Density Residential Zoning Designation in the Land Development Code, unless expressly stated above.

SECTION 5: CONFLICT

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

SECTION 6: 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 7: 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 8: RECORDING

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

SECTION 9: 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. 2022-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of July 2022.

CITY OF CLERMONT

Tim Murry, Mayor

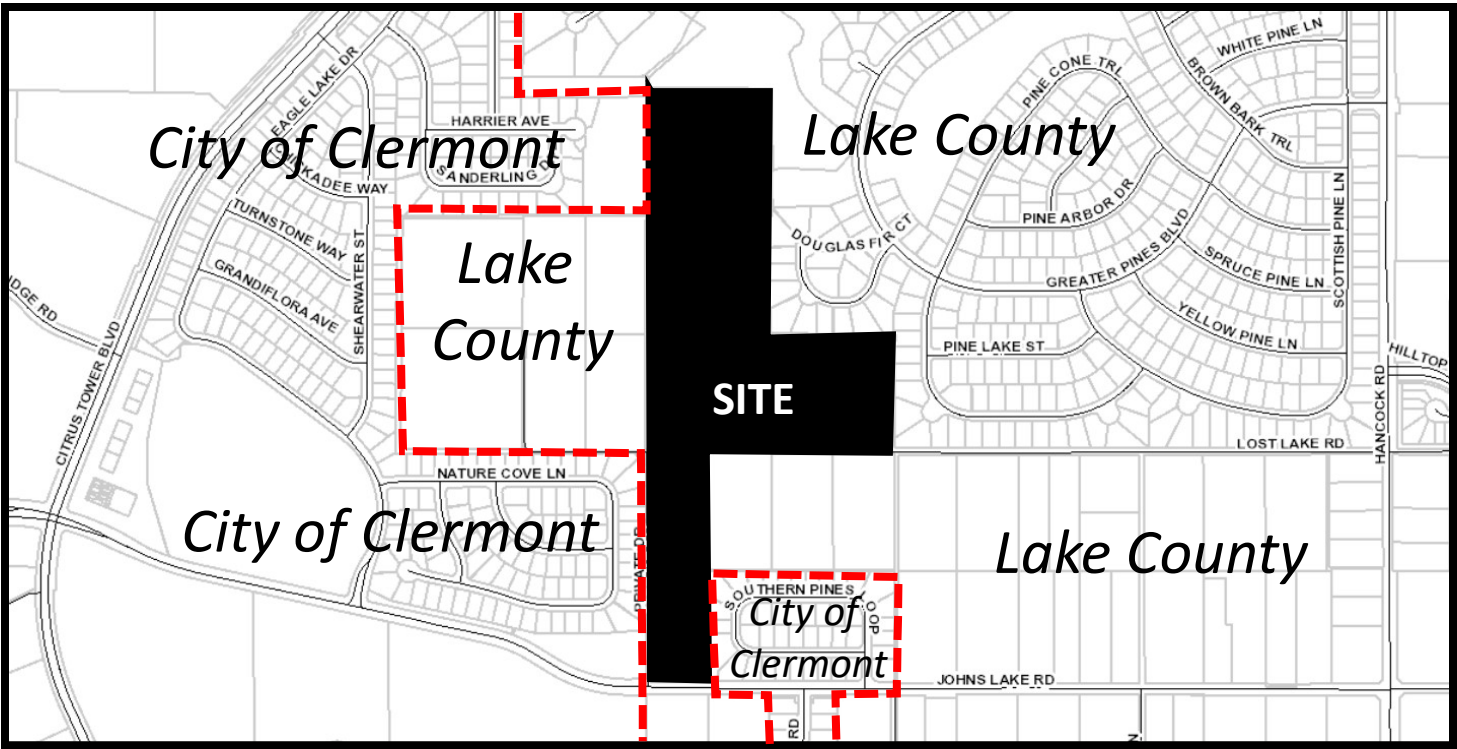
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

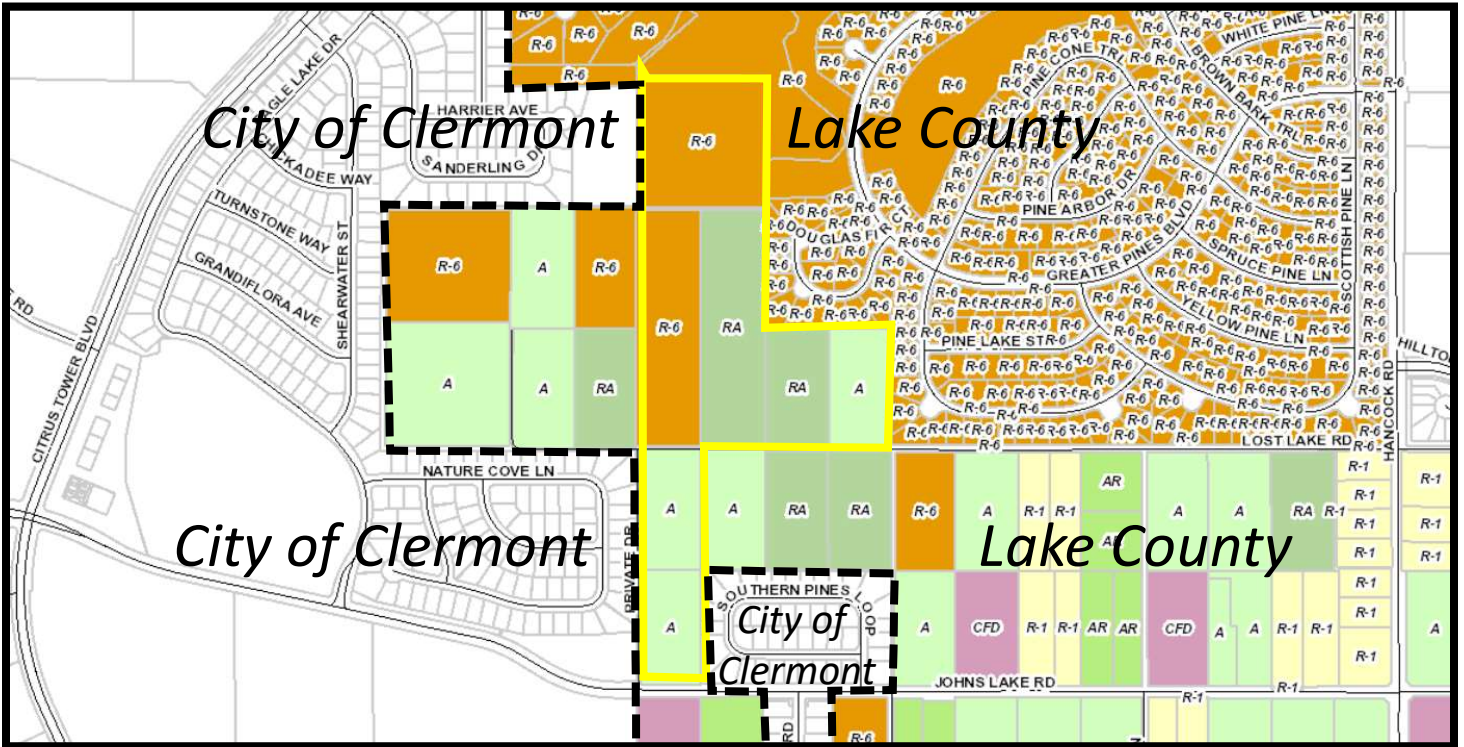
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Lost Lake Assemblage

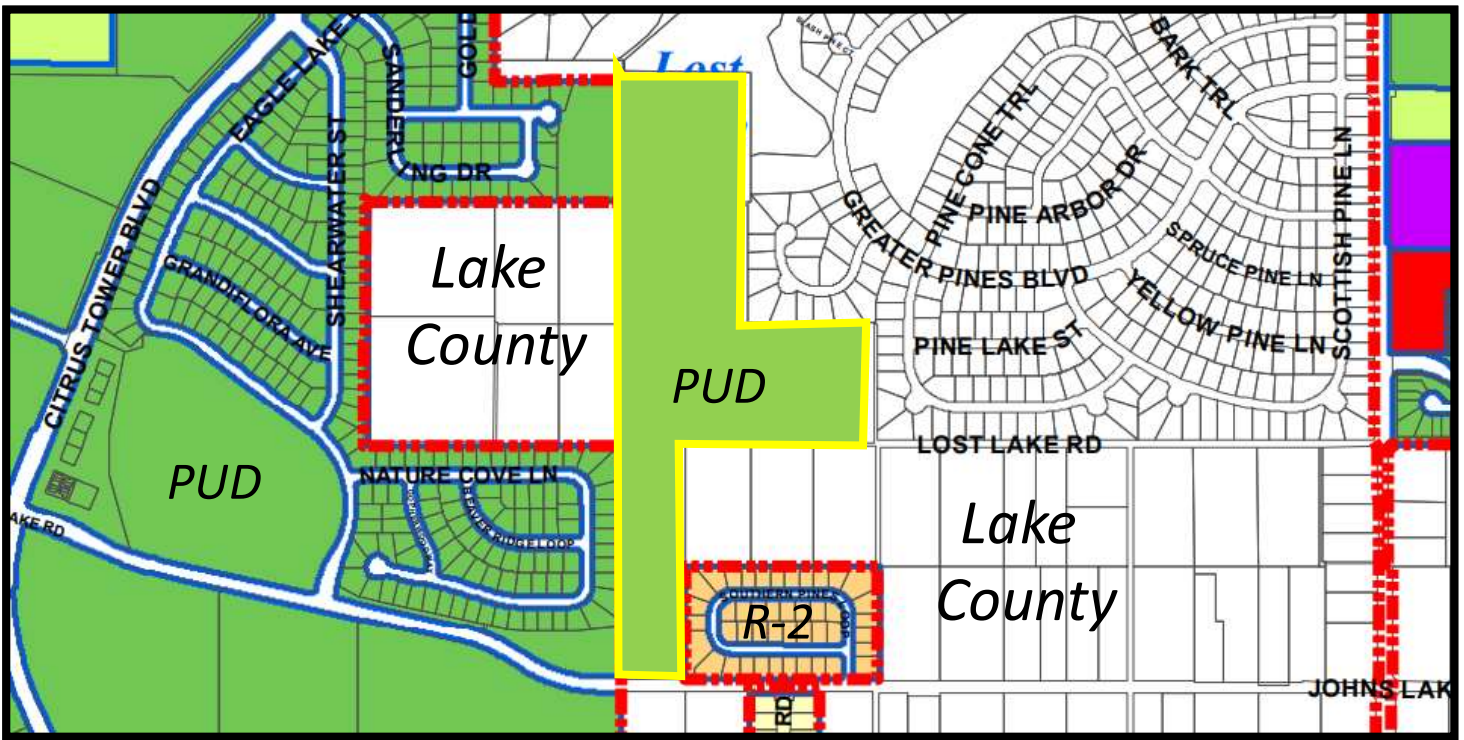


Yellow
Outline:
Project
Boundary

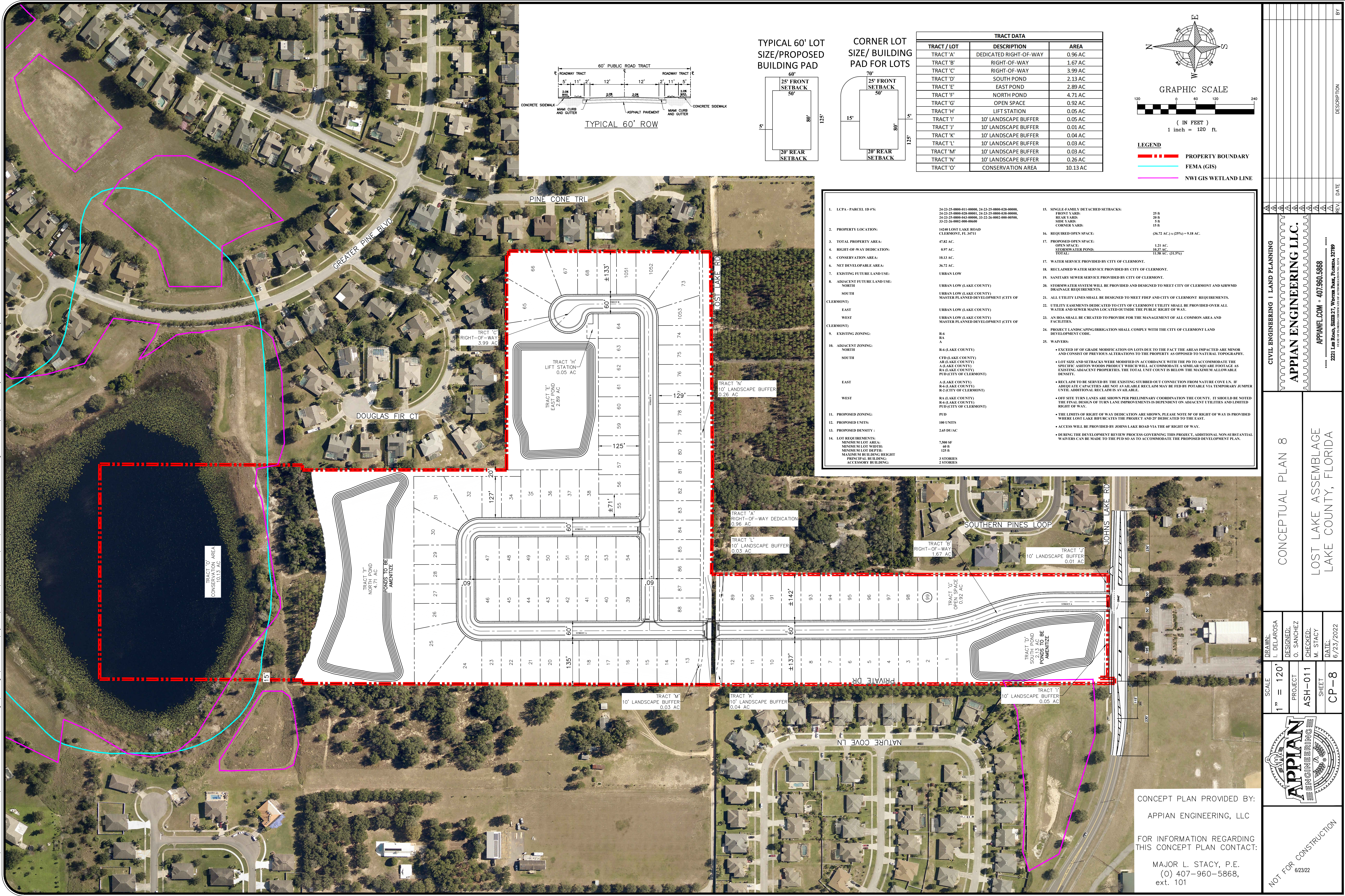
Exhibit - Zoning Map – Lost Lake Assemblage



Lake County Zoning



City of Clermont Zoning



LOST LAKE ASSEMBLAGE

Project № 21213, v1.1
May 2022

**TRAFFIC IMPACT ANALYSIS
CITY OF CLERMONT
FLORIDA**

Prepared by:



Traffic & Mobility Consultants

3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
www.trafficmobility.com
(407) 531-5332

Prepared for:

Ashton Woods
1064 Greenwood Boulevard – Suite 124
Lake Mary, Florida 32746

EXECUTIVE SUMMARY

Project Information

Name: Lost Lake Assemblage
Location: Johns Lake Road, 0.7 miles west of Hancock Road
Jurisdiction: City of Clermont, Florida
Description: 100 Single-Family Residential Units

Findings

Trip Generation: 1,009 Daily Trips / 99 PM Peak Trips
Access Plan: One (1) full access driveway on Johns Lake Road
Roadway Capacity: Hancock Road from Hooks Street to Johns Lake Road is operating over capacity and is projected to continue to do so at project buildout.
Intersection Capacity: Johns Lake Road and Hancock Road is projected to continue to operate over capacity due to delays on the eastbound and southbound approaches.
Site Access: The site access driveway is projected to operate adequately at buildout.

Recommendations

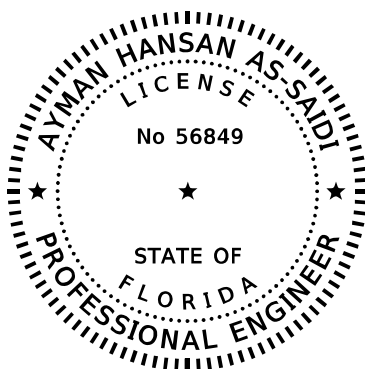
Access Improvements: Construct a 425-foot eastbound left turn deceleration lane on Johns Lake Road at the project access driveway.
Proportionate Share: The project is responsible for a 1.7% proportionate share to the cost of widening to four lanes Hancock Road from Hooks Street to Johns Lake Road.

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an engineering business, CA-30024, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Lost Lake Assemblage
LOCATION: City of Clermont, Florida
CLIENT: Ashton Woods

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

AYMAN H AS-SAIDI

2022.06.02 09:26:05 -04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265
ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

AYMAN H. AS SAIDI, P.E. NO. 56849

MEMORANDUM

Date: June 29, 2022

Project #: 24449.017

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP; Spencer Maddox, EI

Project: Lost Lake Assemblage TIA Review

Subject: TIA Review

This memorandum has been prepared to document the review of the Lost Lake Assemblage Transportation Impact Analysis from Traffic & Mobility Consultants (TMC) dated May 2022. The project proposes to build 100 single-family detached dwelling. The project proposes one access point on Johns Lake Road.

There are existing deficiencies in this project area. Hancock Road from Hooks Street to Johns Lake Road is overcapacity in the existing conditions. A left-turn lane is warranted on Johns Lake Road. A right-turn lane is not warranted per NCHRP 457 guidelines.

Lost Lake Assemblage Transportation Impact Analysis Comments:

1. *Original Comment: Alternative Mode Analysis – Please include an Alternative Mode Analysis consistent with the approved Methodology Memorandum.*

TMC Response: The TIA report v1.1 includes Section 6.0 Alternative Mode Analysis which describes the alternatives modes of transportations in the project influence area to be consistent with the approved Methodology Memorandum.

No further comment.

2. *Original Comment: Introduction (Page 1) – The study does not describe the existing site land uses. Per the Site Location Map on Page 2 and Google Earth Imagery, there are existing single-family homes on the site.*

TMC Response: Based on the Lake County Property Appraiser website, there are only two (2) existing single-family homes on the project parcels. Section 1.0 of the TIA report v1.1

describes the existing site land uses and references the two (2) existing single-family homes on two (2) of the project parcels.

No further comment.

3. *Original Comment: Intersection Capacity Analysis (Page 5) – The study references Synchro and HCM Methodology was used for the intersection analysis. Please specify which edition of Synchro and which edition of HCM were used for the analysis.*

TMC Response: Section 2.2 of the TIA report v1.1 references the used of Synchro 11 software and the methods of the Highway Capacity Manual (HCM) 6th Edition for the intersection analysis.

No further comment.

4. *Original Comment: Intersection Capacity Analysis (Page 5) - Please specify the date and time periods the counts were collected in the study. The study states that the 2020 Peak Season Factor Category was used to seasonally adjust the turning movement counts. Due to COVID-19 impacts on traffic volumes, these seasonal factors may not be reliable for late March. However, this would result in a conservatively high estimate of background volumes. Please consider requesting 2019 Peak Season Factors from FDOT and apply them to the existing turning movement counts.*

TMC Response: Section 2.2 of the TIA report v1.1 includes the date (03/23/2022) and time periods (4 to 6 PM) when the counts were collected on the study intersections and mentions that “Due to COVID-19 impacts, the City requested to use the 2019 Peak Season Factor Category Report”.

No further comment.

5. *Original Comment: Trip Generation (Page 7) – The study uses the gross project trips for the project site. This results in a conservatively high estimate of project trips. Please consider using Net Project Trips based on the existing site land use referenced in Comment 2.*

TMC Response: There are only two (2) existing single-family homes on the project's parcels. It is considered insignificant to subtract their trips from the total trip generation calculations, because it will not change the final results of the analysis.

No further comment.

6. *Original Comment: Intersection Capacity Analysis (Page 11) – Please clarify if existing signal timings were maintained or signal splits were optimized for future conditions.*

TMC Response: The existing signal timing were maintained for the projected traffic analysis.

No further comment.

7. *Original Comment: Intersection Capacity Analysis (Page 11) – Although the project traffic represents 2% of the total traffic volumes at the intersection of Hancock Road and John's Lake Road, the project traffic is 15% of the southbound right-turn movement and 7% of the eastbound left-turn movement, which are the failing movements at this intersection. Please conduct a future no-build analysis of this intersection along with an analysis of improvements which would be needed to bring this intersection to meet the minimum LOS standards.*

TMC Response: It was noted that the signal timing phasing was not correct. The TIA Report v1.1 includes the revised HCM analysis for the existing and projected conditions on which show that the intersection is operating at adequate LOS at existing conditions and will continue to do so at project buildout. Therefore, there is no mitigation analysis

No further comment.

8. *Original Comment: Findings and Conclusions (Page 14) – The study states that project trips represent 3.4% of the segment capacity on the segment of Hancock Road which operates at LOS F. Please provide a proportionate share analysis for widening of this segment of Hancock Road.*

TMC Response: The TIA Report v1.1 includes Section 7.0 Proportionate Share Analysis, which presents the project contribution for the widening to 4-lane of the segment on Hancock Road from Hooks Street to Johns Lake Road.

New Comment: The analysis shows a 1.70% proportionate share for Hancock Road. Assuming a \$3,264,515.17 cost per mile (per the FDOT Cost Per Mile Model for widening 2 lanes to 4 lane divided in a rural cross-section) and a 1.75 mile roadway length, the total proportionate share for this project is \$97,119.



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT

REZONING

APPLICATION

DATE 03/15/2022		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Lost Lake Assemblage			
Applicant Major Stacy, P.E.			
Contact Person Major Stacy, P.E.			
Address 2221 Lee Road Suite 27	City Winter Park	State FL	Zip 32789
Telephone 4079605868	Fax		
Email mstacy@appianfl.com			
OWNER INFORMATION			
Owner's Name See Attached			
Owner Address See Attached	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property LOST LAKE RD	City CLERMONT	State FL	Zip
Legal Description (include copy of survey) See Attached			
Acreage See Attached	Land Use (City verification required) LDR		
Present Zoning (City verification required) N/A	Proposed Zoning PUD		



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?

Single Family Residential Planned Community

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

Major Stacy, P.E.

Applicant Name (print)

x _____
Applicant Name (signature)

Owner Name (print)

x _____
Owner Name (signature)

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

5/22/2020

LEGAL NOTICE

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

ORDINANCE 2022-026

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.

LOCATION:

Vacant parcels located north of Johns Lake Road and west of Hancock Road (Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)



LEGAL DESCRIPTION

Legal Description for Alt Key 1031346

W 1/4 OF SE 1/4 OF NW 1/4 ORB 2681 PG 1119 ORB 5072 PG 1639

Legal Description for Alt Key 1678501

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 38 PB 9 PG 65 ORB 2143 PG 0263

Legal Description for Alt Key 1678528

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A POINT ON E'LY LINE OF 15 FT R/W, N 0-10-56 W ALONG SAID E'LY R/W LINE 43.99 FT, S 89-48-28 E 3.63 FT, S 0-11-32 W 17.41 FT, S 44-48-28 E 7.07 FT, S 89-48-28 E 311.94 FT TO POB FOR ADDITIONAL RD R/W--PB 9 PG 65 ORB 935 PG 409

Legal Description for Alt Key 1098858 and 1067952

POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268 E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 ORB 2751 PG 268

Legal Description for Alt Key 1491690 and 1029562

POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

POSTAL COLONY 33-22-26 E 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

PROPERTY REZONING

**FROM: Lake County R-6 Urban Residential,
RA-Ranchette, A-Agricultural**

TO: City of Clermont Planned Unit Development

The Planning & Zoning Commission will consider the request on Tuesday, June 7, 2022 at 6:30 PM and the Clermont City Council will hold a public meeting to consider the request on Tuesday, June 28, 2022 at 6:30 PM for the final enactment.

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

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