



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

PRESENTATIONS

Youth Academy Presentation

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 28, 2022 City Council meeting minutes. |
| Item No. 2 - Surplus Request | Consider surplus from Information Technology and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 - School Resource Officer Agreement | Consider School Resource Officer agreement with Imagine South Lake Charter for year 2022-2023. |
| Item No. 4 - OMNIA Partners Contract | Consider piggyback contract with CINTAS for professional uniform services. |
| Item No. 5 - Change Order Request | Consider change order for the Public Services Building Project in the budgeted amount of \$93,580. |
| Item No. 6 - Lake County Water Authority Grant | Consider acceptance of a grant agreement with the Lake County Water Authority in the amount of \$250,000. |
| Item No. 7 - Event Request and Boat Ramp Closure
<i>Horrible Hundred</i> | Consider the Florida Free Wheelers Bicycle Club's annual event at Waterfront Park on November 19-20, 2022, and Boat Ramp closure on Sunday, November 20, 2022. |

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
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6:30 PM, Tuesday, July 26, 2022**

UNFINISHED BUSINESS

Item No. 8 - Resolution No. 2022-016R *Table
APC Roofing CUP*

The applicant requested to table to August 23, 2022.

Item No. 9 - Ordinance No. 2022-024 *Table
Lost Lake Assemblage Annexation*

The applicant has requested to table the final hearing until August 9, 2022.

Item No. 10 - Ordinance No. 2022-025 *Table
Lost Lake Assemblage CPA*

The applicant has requested to table the final hearing until August 9, 2022.

Item No. 11 - Ordinance No. 2022-026 *Table
Lost Lake Assemblage Rezoning*

The applicant has requested to table the final hearing until August 9, 2022.

NEW BUSINESS

Item No. 12 - Resolution No. 2022-021R
Senninger Irrigation CUP

Consider a Conditional Use Permit for a 125,000 square foot expansion.

Item No. 13 - Citizen Request

Discussion on Golf Carts within the City.

Item No. 14 - Fiscal Year 2023 Proposed Ad Valorem Millage Rate

Consider approval of a proposed ad valorem millage rate for Fiscal Year 2023.

Item No. 15 - Ordinance No. 2022-030
Watercraft Rentals Introduction

Consider amending Chapter 70, Waterways, Article III Regulations for Personal Watercrafts.

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).

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 28, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 28, 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, Bates, Entsuaah 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 Father Mark Wajada of Blessed Sacrament Catholic Church followed by the Pledge of Allegiance.

OPENING COMMENTS

Mayor Murry informed the Council of changes to the agenda.

Item No. 4 – Resolution No. 2022-016R

City Manager Bulthuis informed the Council this is a request to table this item.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL BUILDING GREATER THAN 5,000 SQUARE FEET IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

Council Member Bates informed Council that he will not be present for the July 26, 2022 meeting. Jimmy Crawford, representing the applicant, requested to table the item to the August 9, 2022 Council Meeting.

Council Member Bates moved to table Resolution No. 2022-016R to August 9, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 9 – Ordinance No. 2022-025

City Manager Bulthuis informed the Council this is a request to table this item.

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 of Clermont
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June 28, 2022

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

Council Member Bates moved to table Ordinance No. 2022-025 to July 26, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 10 – Ordinance No. 2022-026

City Manager Bulthuis informed the Council this is a request to table this item.

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 table Ordinance No. 2022-026 to July 26, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

PUBLIC COMMENTS

Sterling Frey, 1647 First Street – Expressed concern regarding political signs in the right of ways.

City Manager Bulthuis stated that the intent of staff is to enforce the ordinance regarding political signage.

Banks Alfred, 9100 Sams Lake Road – Encouraged all residents to vote this election season.

Frankie Ramsook, 369 Sky Valley Street – Thanked staff for the stop signs at Sky Ridge Road. Acknowledged Clermont Officer Reed #251 for helping with the resident's stolen vehicle.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- First Friday food truck downtown July 1.
- City Hall is closed on Monday for the July 4 holiday.
- Invited residents to Red, White and Boom event at Waterfront Park.
- Budget workshop on Wednesday, July 20 from 9am to 3pm.
- On July 22, the children from the Give a Day Foundation are challenging the Police Department to a basketball game. Encouraged all to come out.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates – No report.

City of Clermont
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June 28, 2022

Council Member Purvis –

- Update on the proposed agreement between the two downtown businesses.

City Manager Bulthuis stated there are more signatures needed then will move to title work.

- The road closures are concerning business owners downtown with mixing the traffic with the delivery trucks. Would like staff to consider closing Montrose Street for duration of construction of the street.

There was discussion among Council as others have received those phone calls as well. Mr. Bulthuis stated that staff will contact the downtown merchants to see what the issue is and how it can best be resolved.

Council Member Entsuah –

- Thanked Otis Taylor and the Give a Day Foundation for all he does in the community.

Council Member Pines –

- Stated that all political signs are cleaned up immediately after an election.

Mayor Murry –

- Requested an update on Costco.

Public Services Director Brunson stated that Costco has their permits, they are waiting on the developer to put in the infrastructure.

- Thanked staff for the Juneteenth event.
- Congratulated Otis Taylor and the Give a Day Foundation.
- There will not be a Mayor's lunch in July.
- Mayor's lunch for August will be at Cracker Barrel.

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 the May 25, 2022 City Council Retreat Minutes

Item No. 2 – Strategic Plan

Consider approval of the Clermont Fire Department 2022-2027 Strategic Plan.

Item No. 3 – Contract Approval and Budget Amendment

Consider the fourth contract amendment between the City of Clermont and Traverse Group, Inc. to provide pier removal in the amount of \$68,583.13 and a corresponding budget amendment.

Council Member Bates moved to approve the Consent Agenda as presented for June 28, 2022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
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June 28, 2022

UNFINISHED BUSINESS

Item No. 4 – *This item was addressed earlier in the meeting and tabled to the August 9, 2022 meeting.*

Item No. 5 – Ordinance No. 2022-019, Final Hearing

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.

City Planner Kruse presented the staff initiated Land Development Code Change. On March 22, 2022, the City Council approved the Wellness Way Comprehensive Plan Amendment that created a new Goal along with Objectives and Policies exclusively for the Wellness Way Area. This adopted comprehensive plan amendment sets the framework for the details in the Land Development Code. City and County staff along with Dr. Richard Levey are present, if there are any questions. Landowners and many others have worked on the proposed Wellness Way Community Design Guidelines and Standards, starting with the first draft in May of 2020. This Land Development Code change provides the “nuts and bolts” on how development shall occur in the Wellness Way Area with specific detail including, but not limited to: Development Districts, Mobility and Connectivity, Open Space and Parks, Landscape and Natural Resources, Public Facilities/Utilities and Signage. These Guidelines and Standards will only be applicable to properties identified under the City’s jurisdiction of the Wellness Way Area Plan, under Figure 1 of Objective 2.3 of the Comprehensive Plan.

These Guidelines and Standards set the development standards for form and design and connectivity within the Wellness Way neighborhoods along with non-residential uses. In addition, it also identifies permitted uses, architectural standards for centers, illustrated road cross sections, open space and park standards, water conservation, dark skies, and signage. All of these items are specific to the development within the entire Wellness Way Area Plan and mirror Lake County’s recently adopted Land Development Code amendment for Wellness Way. These Guidelines and Standards will be referenced under a new Section, 122-295 Wellness Way Community Design Guidelines and Standards. This Land Development Code change will complete the Wellness Way Area Plan regulations that started many years ago. Staff recommends approval of Ordinance No. 2022-019 with one minor change of correcting the minimum wetland setback on page 60, section 5.2.5, to 50 feet.

Mayor Murry opened the public hearing.

Dani Page, Tuscany Ridge – Expressed concern regarding a High School being built prior to any development.

City Manager Bulthuis stated the city cannot divulge information, but knows the Lake County School Board are working with developers in the area and it is going positively.

Mayor Murry closed the public hearing.

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Mayor Murry stated has heard concerns regarding the codes in Wellness Way being different than the codes in the rest of the City and has informed residents that Wellness Way does have its own set of rules.

Council Member Bates moved to approve Ordinance No. 2022-019 as amended; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

The next three (3) items were heard concurrently and voted on separately.

City Clerk Howe read all three ordinances into the record by legal title only.

Item No. 6 – Ordinance No. 2022-027 Final Hearing

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.

Item No. 7 – Ordinance No. 2022-028 Final Hearing

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.

Item No. 8 – Ordinance No. 2022-029 Final Hearing

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.

Planning Director Henschel presented the items. The applicant is requesting annexation, small-scale land use change and rezoning for the 9.8-acre parcel located on State Road 50, west of Autoplex Lane. The existing land use in Lake County is Regional Commercial and the current zoning is Lake County Planned Commercial designation. The current use of the property is Heavy Industrial. The annexation request would allow for the connection to Clermont water and sewer services for redevelopment of the subject property.

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The city does have the capacity to serve the project therefore staff does recommend approval of the annexation.

The requested land use change from Lake County Regional Commercial to the City of Clermont Commercial is compatible with the surrounding area and uses. The City's Commercial future land use is the most appropriate future land use for this proposed use and does allow for C-2 General Commercial uses to operate without conflict to the Comprehensive Plan. Staff recommends approval.

The Lake County Commissioners approved rezoning the property from Planned Industrial to Planned Commercial to allow for commercial uses, which does allow automotive sales on the property. The applicant is requesting Clermont Planned Unit Development (PUD) zoning, which is consistent with the existing property use. The PUD will allow for the development of a new automobile dealership with up to 75,000 square feet. The applicant is requesting one waiver to the development code regarding a monument sign. The request is to not require a setback to the Florida Department of Transportation (FDOT) retention pond, due to the limited space between Autoplex Lane and the FDOT pond. All development must comply with Land Development Regulations and the Comprehensive Plan goals, objectives and policies for commercial development. The proposed future land use and zoning designations are consistent with the adjacent properties and will not be out of character with the surrounding development patterns and zoning classifications.

Mr. Henschel provided Council with a revised version of Ordinance No. 2022-029 which included specifying the 75,000 square foot building, specifying the specific firm conducting the traffic analysis, clarifying access points to the development and updating the conceptual site plan. Staff is in support of these changes.

Jimmy Crawford was present on behalf of the applicant. The end user of this project is a Tesla service and delivery center. Explained that coming to the city is more limiting than county zoning. By annexing, the project has to build to city standards and is more stringent. He is available for questions.

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

Council Member Purvis stated that he is not in support of these items. City Council never had the chance to stop what actually happened with all of the dealerships on State Road 50. City Council has a voice with this project and Mr. Purvis is against the development.

Mr. Crawford explained that this is not a situation where a no vote will stop the development. The project could move forward with the County and then annex into the City and it would come with less standards. Mayor Murry expanded on Mr. Crawford's statement and said that he is happy the City has input and it is to City standards; not the county Standards.

Discussion ensued regarding all of the automobile dealerships on State Road 50 and Councils thoughts on approving another dealership.

Council Member Entsua moved to approve Ordinance No. 2022-027; Seconded by Council Member Pines. The motion passed by roll call vote 4-1 with Council Member Purvis opposing.

Council Member Entsua moved to approve Ordinance No. 2022-028; Seconded by Council Member Pines. The motion passed by roll call vote 4-1 with Council Member Purvis opposing.

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Council Member Entsuah moved to approve Ordinance No. 2022-029 as amended; Seconded by Council Member Pines. The motion passed by roll call vote 4-1 with Council Member Purvis opposing.

NEW BUSINESS

Item No. 9 – *This item was addressed earlier in the meeting and tabled to the July 26, 2022 meeting.*

Item No. 10 – *This item was addressed earlier in the meeting and tabled to the July 26, 2022 meeting.*

Item No. 11 – Ordinance No. 2022-031 Introduction

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.

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

Council Member Bates moved to introduce Ordinance No. 2022-031; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

ADJOURN: With no further comments, this meeting adjourned at 7:45pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																						
Tuesday, July 26, 2022																						
Agenda Item Name																						
Surplus Request																						
Requested Action																						
Recommend approval and declare end of life inventory as surplus from the Information Technology Department and dispose of in accordance with the Purchasing Policy.																						
Staff Report																						
The Procurement Services Department, on behalf of the Information Technology 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>Information Technology Department</u> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Property Description</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>Dell Latitude 5400 Laptop</td> </tr> <tr> <td>(1)</td> <td>Dell Latitude 5480 Laptop</td> </tr> <tr> <td>(2)</td> <td>Dell Latitude 5580 Laptop</td> </tr> <tr> <td>(3)</td> <td>Dell Latitude E5440 Laptop</td> </tr> <tr> <td>(4)</td> <td>Dell Latitude E5450 Laptop</td> </tr> <tr> <td>(9)</td> <td>Dell Latitude E5570 Laptop</td> </tr> <tr> <td>(9)</td> <td>Dell OptiPlex 7040 Computer</td> </tr> <tr> <td>(1)</td> <td>Dell 9020 OptiPlex Computer</td> </tr> <tr> <td>(1)</td> <td>THinkCentre E733 Computer</td> </tr> </tbody> </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	(1)	Dell Latitude 5400 Laptop	(1)	Dell Latitude 5480 Laptop	(2)	Dell Latitude 5580 Laptop	(3)	Dell Latitude E5440 Laptop	(4)	Dell Latitude E5450 Laptop	(9)	Dell Latitude E5570 Laptop	(9)	Dell OptiPlex 7040 Computer	(1)	Dell 9020 OptiPlex Computer	(1)	THinkCentre E733 Computer
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(1)	Dell Latitude 5400 Laptop																					
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(9)	Dell OptiPlex 7040 Computer																					
(1)	Dell 9020 OptiPlex Computer																					
(1)	THinkCentre E733 Computer																					
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.	Information Technology Disposal Forms	Information Technology Disposal Forms.pdf																				

Dell PCs

Model	Service Tag #	Status
OptiPlex 7040	BFQ1DD2	Clean OS
OptiPlex 7040	BH31DD2	Clean OS
OptiPlex 7040	H0B0272	Clean OS
OptiPlex 7040	BGZ4DD2	Clean OS
OptiPlex 7040	BGS1DD2	Clean OS
OptiPlex 7040	92W7ZG2	Clean OS
OptiPlex 7040	BGK6DD2	Clean OS
OptiPlex 7040	BFR6DD2	Clean OS
OptiPlex 7040	BGX2DD2	Clean OS
OptiPlex 9020	9T1K282	Clean OS

Lenovo PCs

[illegible]

Dell Laptops

[illegible]



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
School Resource Officer Agreement		
Requested Action		
Recommend approval.		
Staff Report		
Imagine South Lake Charter School Resource Officer Agreement for Year 2022 - 2023		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Imagine South Lake SRO Contract.SIGNED	Imagine South Lake SRO Contract.SIGNED.pdf	

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

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

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2022-2023 school year beginning the 10th day of August, 2022 through the 26th day of May, 2023.

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

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

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

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

5. Dismissal and Replacement of the SRO.

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

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

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

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

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

CHARTER BOARD.

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

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

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

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

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

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Ninety Seven Thousand, Six Hundred and Seventy One Dollars (\$97,671.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2022. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida. In the event of COVID-19 or another unforeseen event that causes the shutdown of the school wherein the students work remotely and there is not a need for the SRO to be on the campus, the CHARTER BOARD will not be required to compensate the CITY OF CLERMONT for that time period.

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

CHARTER BOARD: Kathleen Dial

Principal
2750 Hartwood Marsh Road
Clermont, Florida, 34711

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

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

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this day of _____, 2022.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this 28 day of June, 2022.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: Kathleen Dial
Kathleen Dial, Principal
By: Karin Trout,
Chairperson

By: [Signature]

Approved: _____
Charter Board Attorney

Date: 6-28-22

CITY OF CLERMONT, FLORIDA

Attest: _____

Tracy Ackroyd Howe, City Clerk

By: _____

Tim Murry, Mayor

Approved: _____

Daniel Mantzaris, City Attorney

EXHIBIT "A"

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

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in

session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.

8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This

provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

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

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

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
OMNIA Partners Contract		
Requested Action		
Recommend to approve a piggyback contract number R-BB-19002 with OMINA Partners with CINTAS for professional uniform services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from OMNIA Partners Contract Number R-BB-19002 titled professional uniform services, for uniforms. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2206-004 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 OMNIA Partners 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 two (2) additional one (1) year period. Based on this, staff recommends that Council approve the piggyback of the OMNIA Partners Contract Number R-BB-19002. This contract will allow CINTAS to provide professional uniform services through a competitive bid contract. The estimated annual usage of this contract is over \$50,000. 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		
The use of this contract will be determined and funded by the respective department and there are adequate funds in the current budget for this contract. Departments: Water, Sanitation, Sewer, Stormwater, Streets, Transportation, Fleet Maintenance, Facilities Maintenance, Grounds Maintenance,		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2206-004	RFI 2206-004.pdf	

2.	MA-Cintas_R-BB-19002_pricing_redacted	MA-Cintas_R-BB-19002_pricing_redacted.pdf
3.	Notice of Award	Notice of Award.pdf
4.	OMNIA Agreement - City of Clermont	OMNIA Agreement - City of Clermont.pdf



REQUEST FOR INFORMATION

Intent to Utilize Omnia Contract for Professional Uniform Services

CONTACT INFORMATION: Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	RFI No. 2206-004	ISSUED DATE: June 13, 2022
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 21, 2022 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: CINTAS Corp

(c) Contract Number and Title: Facilities Management Products and Solutions R-BB-19002

(d) Length of Contract: Expiring in October 31, 2023 Option to renew (2) additional two-year periods October 31, 2027

(e) Product or Service Provided: Professional Uniform Services

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.



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education ®

CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

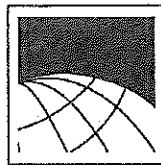
Authorized Signature

Type Name

Supervisor of Purchasing

Title

Date



MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

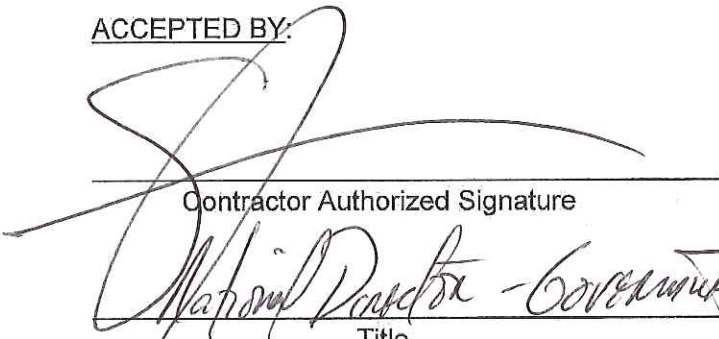
Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

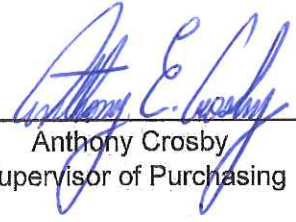
- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:


Contractor Authorized Signature

Title

12/9/18
Date


Anthony Crosby
Supervisor of Purchasing

12/21/18
Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser		
D16	Medium Dispenser		
D20	Large Dispenser		
R110	Return Unit		
RX	Wall Mounted Unit		

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sietman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sietman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling Implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: [REDACTED]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [REDACTED] Ex: Actual weekly rental is [REDACTED] for uniforms and mats. Customer is charged [REDACTED] as the "min stop charge" on top of the [REDACTED] To reach a total of [REDACTED] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [REDACTED] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [REDACTED] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [REDACTED] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
[REDACTED]

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [REDACTED] in 10 years.

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by [REDACTED]. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new from them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

[REDACTED] Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

[REDACTED]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[REDACTED]	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, [REDACTED] off of local pricing structure.
2 Uniform Leasing		
3 Uniform Purchase		
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		
11 First Aid/Safety Supplies		
12 AEDs		
13 Fire Protection Services		
14 Promotional Products		
15 Miscellaneous		
16 Other		

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Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean			
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Garment Rental			
Minimum Order Size	\$		
Lockers	\$		
Make Up -Waived on initial installation and for the 1st 30 days of service	\$		
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost		
Name Tag	\$		
Size Premium (starting at 2XL)	\$		

DEEP CLEANING			
Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish		
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to Invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

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Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	335	EA	Comfort Work Shirts 65/35 Poly Cotton				
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	940	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jeans Pant 100% Cotton				
12	Cintas	82570	EA	Chf Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chf Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	335	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly				
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82487	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	388	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	391	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chef Coat X5-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chef Coat, X5-XL				
43	Cintas	10756	EA	3XS Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3x5 Safety Mat				
45	Cintas	84301	EA	3x5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Map				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Nationwide Usage				Discount (percentage from Discount by Category)			Proposed Price/Equipment		
Item Number	Make	Supplier Item Number	UOM	Description	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)	
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton					
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton					
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton					
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton					
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton					
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton					
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton					
8	Cintas	205	EA	Womens Comfort Work Shirt w/pocket 65/35 Poly/Cot					
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton					
10	Cintas	340	EA	Cotton Work Pant 100% Cotton					
11	Cintas	394	EA	Jeans Pant 100% Cotton					
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly/Cotton Rental Only			65575	ChefWorks Cool Vent Chef Coat 65/35 Poly/Cotton LS Direct Sale	
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawstring 65/35 Poly/Cotton			36550	Bugey Chef Pant 65/35 Poly/Cotton Direct Sale	
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)					
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro					
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim)					
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton					
20	Cintas	259	EA	Pre-Knit Polo Shirts Moisture Wicking 100% Poly					
21	Cintas	288	EA	Pro-Knit Polo Shirts 100% Poly					
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton					
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only			59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale	
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly					
27	Carhartt	394	EA	Carhartt Shirt 100% Cotton Rental Only			332	Cintas Woven Chambray Direct Sale	
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only			74307	Carhartt Pocket Jeans 100% Cotton Direct Sale	
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only			74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale	
30	Carhartt	363	EA	Carhartt Work Pants 100% Cotton Rental Only			74309	Carhartt Work Pants 100% Cotton Direct Sale	
31	Carhartt	280	EA	Carhartt FR Jean Rental Only			69869	Carhartt Canvas Jean Direct Sale	
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only			70610	Carhartt FR Carpenter Jean Direct Sale	
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only			60087	Carhartt FR Work Shirt Direct Sale	
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only			70644	Carhartt FR Work Pant Direct Sale	
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only			8723	Tecsafe Plus FR Coverall Direct Sale	
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL			65463	Cintas Gripper Snap Polo Direct Sale	
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL			106452	Cintas Classic Chef Coat Direct Sale	
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size			82976	Cintas Bib Apron Direct Sale	
39	Happy Chef	917	EA	Happy Chef Food Service, Female Chef Coat S-XL					
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)			106343	Cintas Classic Che Coat Womens Direct Sale	
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago					

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	\$	
	Head Protection Program		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshield		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	\$	
	Total Program Weekly Cost	\$	

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages		



				California	USC Pricing
Item	Description	Comment	Qty	Price	(from PDF)
Services:					
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extingulsher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extingulshers - up to 20#	Per unit.	ea		
Unit Test, Recharge and Repair Parts:					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea		
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea		
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea		
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea		
EEPIN	Pull Pin	Per unit.	ea		
New Extingulshers:					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extingulsher	Per unit.	ea		
2.5# ABC Ext	2.1/2# ABC Dry Chemical Fire Extingulsher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extingulsher	Per unit.	ea		
Emergency Light Parts and Services:					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

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NOT-TO-EXCEED RATES.



Item	Description	Comment	Qty	California		USC Pricing		% Savings from US Price	
				Price	Price	Price	Price		
Inspection & Parts									
INKS	Kitchen System Inspection - single or first tank	Per system.	ea						
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea						
EELINK	Fusible Link	Per unit.	ea						



Item		Description	Inspection & Parts		Comment	Qty	California Price	USC Price
INSPW		Annual Sprinkler Inspection Wet - Initial Riser	Per riser.			ea		
INSPR		Annual Sprinkler Inspection Wet - Additional Riser	Per riser.			ea		
INSPBFIRE		Fire line backflow test per valve	Per unit.			ea		
INSPD		Sprinkler Inspection (Dry)	Per riser.			ea		
INSPBFDO		Inspection Back Flow - Domestic or Irrigation (per	Per unit.			ea		

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NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-
EXCEED RATES.



<u>Item</u>		<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>California Price</u>	<u>USC Pricing</u>
Inspection & Parts						
INFA	Annual Fire Alarm System Inspection		Per panel.	ea		
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)		Per device.	ea		
INFADD	Duct Detectors		Per unit.	ea		

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FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea		
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$	Per Person

*CPR/First Aid uses the HeartSaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

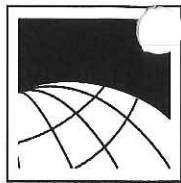
***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING									
650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$	Per Person

CLASSROOM SAFETY TRAINING									
65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$		Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$		Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$		Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$		Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$		Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$		Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$		Per Class



NOTICE OF AWARD

Date: October 5, 2018

Title (commodity): Facilities Management Products and Solutions

IFB No.: R-BB-19002

Contractor: Cintas Corporation 2

Amount: Requirements Contract

Comments: Awarded to the lowest responsive and responsible bidder. The Procurement file is available in the Purchasing Office for review. Copies of the bid tabulation can be obtained by going to the PWCS Web site. <http://purchasing.departments.pwcs.edu/>

Contact Person: Brian Burtner, Buyer, burtneba@pwcs.edu

Approved By:

Anthony Crosby, CPPO, Supervisor of Purchasing

Time Stamped Posting Date

Time Stamped Removal Date

02: 8 11 81. 100-5

PURCHASING OFFICE

SUMMARY SCORE SHEET

RFP #R-BB-19002 - Facilities Management Products and Solutions

[illegible]



FACILITIES SOLUTIONS AGREEMENT

Location No. 73

Contract No. _____

Customer No. 13128725 & 13124792Main Corporate Code → **New CC 13218**Date 6/10/2022Customer/Participating Agency City of ClermontPhone 352-241-7353Address 3335 HANCOCK RD City Clermont State FL Zip 34711

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
270	Cargo Pant	.221
273	Work Shirt Blue	.17
370	Cargo Short	.221
259	Polo Shirt	.21
65386	Lime Class 2 Work Shirts	.17
894	Jeans	.23
294	FR Shirt	.50
371	FR Pant	.47
935	Uniform Shirt	.168
945	Work Pant	.189

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation
- Name Emblem \$ 1.00 ea • Company Emblem \$ 1.50 ea
- Customer Emblem \$ 1.50 ea • Embroidery \$ _____ ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Payment Terms 2% Discount Net 15 Net 30
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	10189	3x5 Xtraction Mat	W		6.21
	84335	3x5 Black Mat	W		3.15

*Indicated bundled items/services

☐ Initial and check box if Unilease. All Garments will be cleaned by customer

Date _____

☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Date _____

☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Date _____

CUSTOMER:

Cintas Loc. No: 73 Orlando Please Sign Name Freddy SuarezBy: Brittany VanTuyle Please Print Name Freddy SuarezTitle: Government Account Manager Please Print Title Procurement DirectorAccepted-GM: _____ Email fsuarez@clermontfl.org

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Change Order Request		
Requested Action		
Recommend approval of change orders for AD Morgan, the Construction Manager for the Public Services project.		
Staff Report		
The Construction Management company AD Morgan was hired by the City in 2018 to provide professional management support for the construction of the Public Services facility. Ad Morgan's contract was for a specific value for a specific time frame, which was 16 months. As a part of the re-bid for the Public Services Project, AD Morgan will exceed the time frame the contract established and the value of the original contract. This will require additional funds for the following services; re-bidding on the project, construction duration extension and replenishment of funds that have been previously billed. All of these changes are part of the contract and were anticipated as a part of the overall Public Services project budget. AD Morgan's original contract amount was \$197,960. With these change orders, the contract amount will increase to \$291,540.		
Additional Analysis		
Fiscal Impact Summary		
Funding is available in the total project budget of \$17,336,977 to cover this requested change order in the amount of \$93,580.00.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. AD Morgan Change Order	AD Morgan Change Order.pdf	



A.D. MORGAN

General Contractors
Construction Managers

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www.admorgan.com

June 2, 2022

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

RE: A.D. Morgan Corporation PCCO #001 Replenishment of Funds Previously Billed Phase III

Dear Jim:

Please find the Attached Prime Contract Change Order #001: Replenish Funds Previously Billed Phase III. This is to replace the used funds from the Previously Billed Construction and Close-Out Phase from 2021, before the project was placed on hold.

Project was billed for 2.2 Months of work, based on \$13,000 a month for a total of \$28,600.00 Billed.

If you have any questions, please contact me by phone at 813-517-7575 or by email at jwarner@admorgan.com.

Respectfully,

Jeremy M. Warner

Jeremy Warner
Director of Preconstruction
A.D. Morgan



A.D. MORGAN

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Construction Managers

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PCCO #001

Prime Contract Change Order #001: Replenish Funds Previously Billed Phase III

TO:	City of Clermont 400 12th Street Clermont, Florida 34711	FROM:	A.D. Morgan 716 N. Renellie Dr. Tampa, FL 33609 Tampa Florida 33609
DATE CREATED:	9/ 16 /2021	CREATED BY:	Ricky Pena (A.D. Morgan)
CONTRACT STATUS:	Approved	REVISION:	
DESIGNATED REVIEWER:	John Kalaf (A.D. Morgan)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/08 /2022
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:City of Clermont Public Works Facility Prime Contract	TOTAL AMOUNT:	\$ 28,600.00

DESCRIPTION:
Replenish Funds Previously Billed: Construction and Close Out- Phase III (\$28,600) 2.20 Months Total Duration

Construction Phase:
Should the duration of the Public Works Facility project be extended beyond 12 months, the fee would be increased by \$13,000/month.

ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
001	Replenish Funds Previously Billed Phase III		\$ 28,600.00
TOTAL:			\$28,600.00

CHANGE ORDER LINE ITEMS:

PCO # 001 : Replenish Funds Previously Billed Phase III

#	Cost Code	Description	Type	Amount
1	00-705 - Project Managers	Construction and Close Out - Phase III	Labor	\$ 28,600.00
Subtotal:				\$28,600.00
Grand Total:				\$28,600.00

The original (Contract Sum)	\$ 197,960.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 197,960.00
The contract sum will be increased by this Change Order in the amount of	\$ 28,600.00
The new contract sum including this Change Order will be	\$ 226,560.00
The contract time will by this Change Order by	

City of Clermont
400 12th Street
Clermont Florida 34711

A.D. Morgan
716 N. Renellie Dr. Tampa, FL 33609
Tampa Florida 33609

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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A.D. Morgan		page 2 of 2		Printed On: 3/8/ 2022 10 :00 AM	
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A.D. MORGAN

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June 2, 2022

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

RE: A.D. Morgan Corporation PCCO #002 Competitive Re-Bid Phase II

Dear Jim:

Please find the Attached Prime Contract Change Order #002: Competitive Re-Bid of Phase II of the Contract.

The project was placed on hold in 2021 and Re-Bid in 2022. This cost per the contract is \$25,980.00

If you have any questions, please contact me by phone at 813-517-7575 or by email at jwarner@admorgan.com.

Respectfully,

Jeremy M. Warner

Jeremy Warner
Director of Preconstruction
A.D. Morgan



General Contractors
Construction Managers

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License # CGC044302

PCCO #002

Prime Contract Change Order #002: Competitive rebid Phase II

TO:	City of Clermont 400 12th Street Clermont, Florida 34711	FROM:	A.D. Morgan 716 N. Renellie Dr. Tampa, FL 33609 Tampa Florida 33609
DATE CREATED:	3/ 08 /2022	CREATED BY:	Ricky Pena (A.D. Morgan)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	John Kalaf (A.D. Morgan)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/08 /2022
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:City of Clermont Public Works Facility Prime Contract	TOTAL AMOUNT:	\$ 25,980.00
DESCRIPTION: Competitive Rebid and Award- Phase II (\$25,980) 2 Months Total Duration			
ATTACHMENTS:			

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
002	Competitive rebid Phase II		\$ 25,980.00
TOTAL:			\$25,980.00

CHANGE ORDER LINE ITEMS:

PCO # 002 : Competitive rebid Phase II

#	Cost Code	Description	Type	Amount
1	00-706 - Pre-Construction	Competitive Rebid and Award - Phase II	Labor	\$ 25,980.00
				Subtotal: \$25,980.00
				Grand Total: \$25,980.00

The original (Contract Sum)	\$ 197,960.00
Net change by previously authorized Change Orders	\$ 28,600.00
The contract sum prior to this Change Order was	\$ 226,560.00
The contract sum will be increased by this Change Order in the amount of	\$ 25,980.00
The new contract sum including this Change Order will be	\$ 252,540.00
The contract time will by this Change Order by	

City of Clermont
400 12th Street
Clermont Florida 34711

A.D. Morgan
716 N. Renellie Dr. Tampa, FL 33609
Tampa Florida 33609

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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A.D. Morgan

page 1 of 1

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A.D. MORGAN

General Contractors
Construction Managers

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June 2, 2022

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

RE: A.D. Morgan Corporation PCCO #003 Extended Construction Duration

Dear Jim:

Please find the Attached Prime Contract Change Order #003: Extended Construction Duration

The Project Duration was increased from 12 months to 15 months in the second bid of the project. This cost per the contract is \$13,000.00 Per Month for a Total of \$39,000.00.

If you have any questions, please contact me by phone at 813-517-7575 or by email at jwarner@admorgan.com.

Respectfully,

Jeremy M. Warner

Jeremy Warner
Director of Preconstruction
A.D. Morgan



General Contractors
Construction Managers

OFFICES

TAMPA
Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON
2411-B Manatee Ave W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

LAKELAND
1953 E. Edgewood Drive
Lakeland, Florida 33803
PH: 863 • 450 • 4840
FAX: 863 • 450 • 4697

www.admorgan.com

License # CGC044302

PCCO #003

Prime Contract Change Order #003: Extend Construction Duration 3 Months

TO:	City of Clermont 400 12th Street Clermont, Florida 34711	FROM:	A.D. Morgan 716 N. Renellie Dr. Tampa, FL 33609 Tampa Florida 33609
DATE CREATED:	11/ 08 /2021	CREATED BY:	Ricky Pena (A.D. Morgan)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	John Kalaf (A.D. Morgan)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/08 /2022
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	90 days	EXECUTED:	No
CONTRACT FOR:	1:City of Clermont Public Works Facility Prime Contract	TOTAL AMOUNT:	\$ 39,000.00

DESCRIPTION:
Construction and Close Out - Phase III Extend Construction Duration 3 Months @ \$13,000/Month.

ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
003	Construction Duration Extension	90 days	\$ 39,000.00
TOTAL:			\$39,000.00

CHANGE ORDER LINE ITEMS:

PCO # 003 : Construction Duration Extension

#	Cost Code	Description	Type	Amount
1	00-705 - Project Managers	Construction and Close Out - Phase III Extend Construction Duration 3 Months	Labor	\$ 39,000.00
Subtotal:				\$39,000.00
Grand Total:				\$39,000.00

The original (Contract Sum)	\$ 197,960.00
Net change by previously authorized Change Orders	\$ 54,580.00
The contract sum prior to this Change Order was	\$ 252,540.00
The contract sum will be increased by this Change Order in the amount of	\$ 39,000.00
The new contract sum including this Change Order will be	\$ 291,540.00
The contract time will be increased by this Change Order by 90 days	

City of Clermont
400 12th Street
Clermont Florida 34711

A.D. Morgan
716 N. Renellie Dr. Tampa, FL 33609
Tampa Florida 33609

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------

A.D. Morgan

page 1 of 1

Printed On: 3/8/ 2022 09 :57 AM



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Lake County Water Authority Grant		
Requested Action		
Recommend approval and acceptance of a grant agreement with the Lake County Water Authority in the amount of \$250,000. This grant will be used to construct a water quality project in basin number 12A of the Lake Winona drainage basin. This drainage basin connects to Lake Minnehaha and on to the chain of lakes.		
Staff Report		
Staff requests Council approval and acceptance of an LCWA grant. The Public Services Department has a long history of working with the Lake County Water Authority to design and construct water quality projects for City maintained outfalls that have direct impacts on Lake water quality. The Lake County Water Authority has participated in four water quality project in the past ten years with Victory Pointe being the largest commitment. LCWA is providing a \$250,000 grant to the City of Clermont for the purpose of constructing a water quality improvement project at outfall 12A off of Lake Winona. Total cost of the project is expected to be \$500,000		
Additional Analysis		
Fiscal Impact Summary		
This \$250,000 grant will help offset the cost of constructing the proposed water quality project. The construction of the project is estimated at \$500,000. The remaining amount of \$250,000 will be included in the Stormwater Fund budget for next fiscal year (2022/2023).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. LCWA Grant Acceptance	LCWA Grant Acceptance.pdf	

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

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

WITNESSETH:

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

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

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

WHEREAS, the Grantee's project consists of completing a stormwater baffle box to pretreat runoff in Basin 12A entering Lake Winona, hereinafter referred to as the "PROJECT"; and

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

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

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

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

terms “Contract” and “Agreement” and the terms “Grantee”, “Recipient” and “Contractor”, are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$250,000 (Two hundred and fifty thousand Dollars)**, or 50% (Fifty Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee’s water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$250,000 (Two hundred and fifty thousand Dollars)**, of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

(1) Payments shall further be conditioned upon the following:

- i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the redistribution of flows from existing retention areas that are proposed to be eliminated or reduced;
- ii. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
- iii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
- iv. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
- v. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.

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

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

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

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

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

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

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

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

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

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

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

Telephone No.:	(352) 241-0178
E-Mail Address:	jmaiworm@clermontfl.org

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.
18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

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

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

LAKE COUNTY WATER AUTHORITY

Witness

By: _____
LCWA, Executive Director Date

Federal ID#: 59-6018003

CITY OF CLERMONT

Witness

By: _____
City of Clermont, Mayor Date

Federal ID#: 59-6000290

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

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	Grant Work Plan (13 Pages)



December 8, 2021

Mr. Jason Danaher, Water Resources Director
Lake County Water Authority
27351 SR. 19
Tavares, Florida 32778

Dear Mr. Danaher,

Enclosed you will find an application for the Lake County Water Authority's Cooperative Stormwater Initiative grant for the City of Clermont.

The City of Clermont is requesting \$250,000 in grant assistance to construct a Stormwater quality project in our basin 12A which discharges into Lake Winona, part of the chain-of-lakes.

The project is currently in design and the design is scheduled to be completed in early February 2022. The project is then expected to be bid with construction starting in the 3rd quarter of 2022.

The City of Clermont has made a significant commitment to water quality projects in the past years and would like to partner with the Lake County Water Authority to continue the progress that has been made.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Maiworm', written over a horizontal line.

James Maiworm
Assistant Director of Public Services

Applicant Information

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

Location Maps

Please provide the following required information

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



A nodal diagram is provided as an attachment to this grant application; it shows the sub-basins within Basin 12A and the location of the proposed baffle box.

Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. (14 points max)

The City of Clermont is proposing to construct a stormwater improvement project for Drainage Basin 12A, which is located west of Lake Winona, includes approximately 25.9 acres of residential development constructed prior to stormwater rules and regulations, and discharges untreated stormwater to the lake. This project will provide water quality improvements to the existing untreated runoff from the basin prior to discharging to Lake Winona.

Lake Winona is one of 11 natural lakes within the Clermont chain of lakes. The Clermont chain is designated as an Outstanding Florida Water, a state designation intended to protect existing water quality. The project will reduce pollutant loading to the lake with the intent of helping to improve the quality of water in the entire chain.

The design includes a nutrient separating baffle box that will treat runoff from 100% of the basin and will discharge through a new pipe into the existing outfall ditch. The existing outfall ditch will be restored. Riprap will be installed in the ditch, at the downstream end of the pipe, as an energy dissipater to prevent erosion. The design will be completed in February of 2022. Construction for this project is estimated at \$440K. A construction cost estimate is attached.

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

Conceptual Completed
Study Completed (Updated Minnehaha drainage basin study)
Design On-going. Expect completion mid February 2022.
Permits SJRWMD Pre-App 11/17/21. Expect permit February 2022.
Bid Packages Prepared March 2022
Time from Award to Project Completion 6 months

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

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

☐ Pollutant Removal: Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available.
(29 points max)

Basin 12A is 25.9 acres in size and of that area 9.2 acres are impervious. As the City is partially located in a BMAP implementation area, this project focuses on removing total phosphorous (TP) and total nitrogen (TN) from stormwater runoff in basin 12A.
Currently, Basin 12A discharges approximately 6.9 kg/yr of total phosphorus and 43.68 kg/yr of total nitrogen into Lake Winona. The proposed baffle box will reduce pollutant loading by 2.47 kg/yr of TP and 15.61 kg/yr of TN. After the baffle box is installed, the nutrient load will be reduced to 4.44 kg/yr of TP and 28.08 kg/yr of TN.
Pollutant loading was calculated using FDOT BMP trains (with a curve number of 80 for non-directly connected impervious area, and approximately 6.8% of the basin directly connected). The pollutant load reductions were estimated using a nutrient separating baffle box with Bold and Gold (B&G ECT 3) and TP% and TN% reductions of 45%.

☐ Type of Project: What type of project is proposed by the applicant? (15 points max)

(Circle appropriate answer)

☒ Stormwater Construction Only	15 points
☐ Engineering Design and Construction	9 points
☐ Engineering Design, Construction, and Land Acquisition	6 points
☐ Stormwater Study	3 points
☐ Other Pollutant Removal Items	0 points

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

(Enter appropriate percentage in correct category)

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

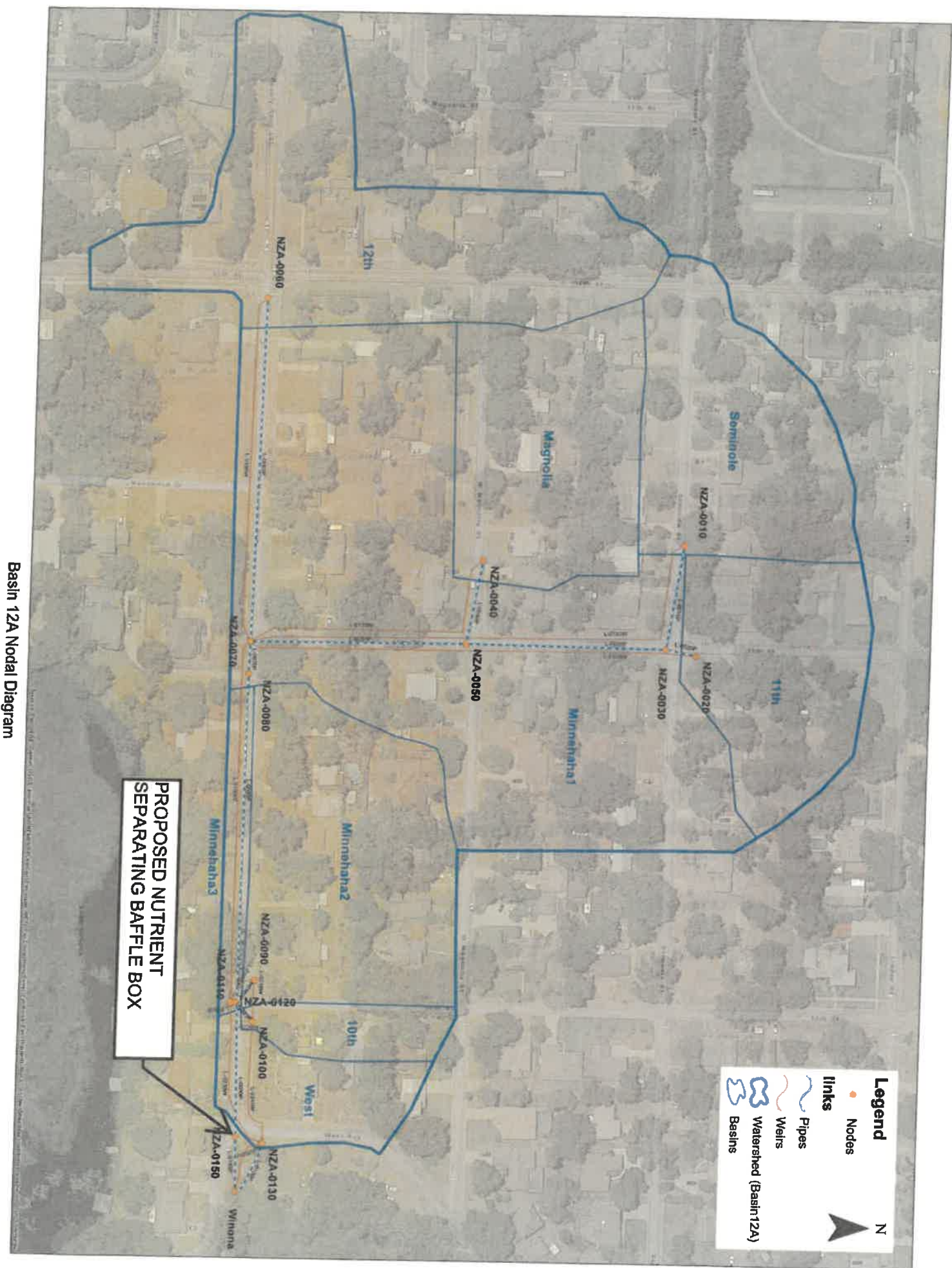
- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
LCWA	\$250,000	50%
City of Clermont	\$250,000	50%
Total	\$500,000	100

The following table represents a compilation of the six categories with their respective possible points that the Technical Review Team will utilize to evaluate and score the application. Each Team member will score each application individually and rank them from high to low. The Team will combine each Team member's ranking into an overall ranking. This final ranking will represent the basis for their final recommendation to the Board of Trustees of the Lake County Water Authority. It will be the responsibility of the Board of Trustees to determine those projects that warrant grant funds and the amount of funds to be awarded. Please keep in mind that the Technical Review Team cannot make assumptions regarding your application, so be as complete as possible with the package of materials that you provide.

Category	Possible Points	Points Awarded	Notes/Comments
Overall Project	14		
Status of Project	5		
Public Benefit	19		
Pollutant Removal	29		
Type of Project	15		
Cost Sharing	18		
Totals	100		

Reviewer Comments (attach an additional sheet if necessary):



Basin 12A Nodal Diagram

Complete Report (not including cost) Ver 4.3.2

Project: City of Clermont - Basin 12A Baffle Box
Date: 12/7/2021 11:20:31 AM

Site and Catchment Information

Analysis: BMP Analysis

Catchment Name	Basin 12A
Rainfall Zone	Florida Zone 2
Annual Mean Rainfall	50.00

Pre-Condition Landuse Information

Landuse	Single-Family: TN=2.070 TP=0.327
Area (acres)	25.90
Rational Coefficient (0-1)	0.16
Non DCIA Curve Number	80.00
DCIA Percent (0-100)	6.80
Nitrogen EMC (mg/l)	2.070
Phosphorus EMC (mg/l)	0.327
Runoff Volume (ac-ft/yr)	17.116
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	43.684
Phosphorus Loading (kg/yr)	6.901

Post-Condition Landuse Information

Landuse	Single-Family: TN=2.070 TP=0.327
Area (acres)	25.90
Rational Coefficient (0-1)	0.16
Non DCIA Curve Number	80.00
DCIA Percent (0-100)	6.80
Wet Pond Area (ac)	0.00
Nitrogen EMC (mg/l)	2.070
Phosphorus EMC (mg/l)	0.327
Runoff Volume (ac-ft/yr)	17.116
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	43.684

Phosphorus Loading (kg/yr)

6.901

Catchment Number: 1 Name: Basin 12A

Project: City of Clermont - Basin 12A Baffle Box

Date: 12/7/2021

Surface Discharge Filtration Design

Treatment Depth (in) 1.000

Hydraulic Capture Efficiency (%) 79

Media Type B&G ECT3

Media N Reduction (%) 45

Media P Reduction (%) 45

Watershed Characteristics

Catchment Area (acres) 25.90

Contributing Area (acres) 25.900

Non-DCIA Curve Number 80.00

DCIA Percent 6.80

Rainfall Zone Florida Zone 2

Rainfall (in) 50.00

Surface Water Discharge

Required TN Treatment Efficiency (%)

Provided TN Treatment Efficiency (%) 36

Required TP Treatment Efficiency (%)

Provided TP Treatment Efficiency (%) 36

Media Mix Information

Type of Media Mix B&G ECT3

Media N Reduction (%) 45

Media P Reduction (%) 45

Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 4.428

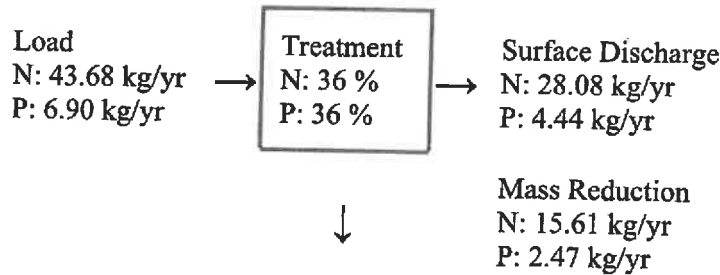
TN Mass Load (kg/yr) 28.077

TN Concentration (mg/L) 1.675

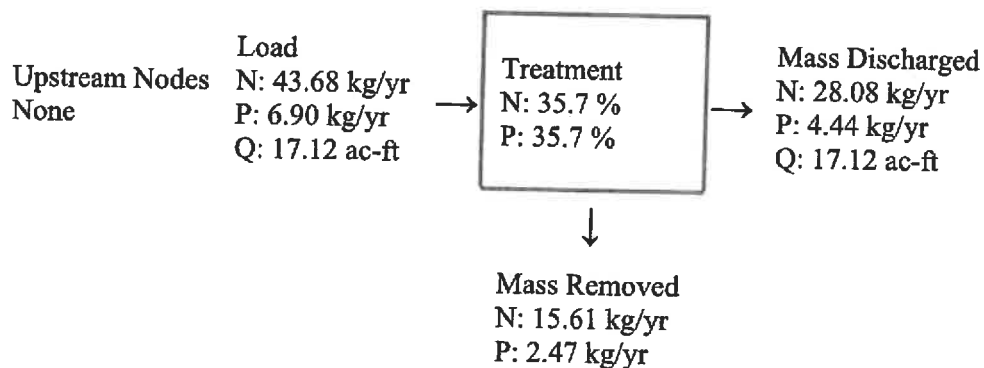
TP Mass Load (kg/yr) 4.435

TP Concentration (mg/L) 0.265

Load Diagram for Surface Discharge Filtration (stand-alone)



Load Diagram for Filtration (As Used In Routing)



Summary Treatment Report Version: 4.3.2

Project: City of Clermont -
Basin 12A Baffle Box

Analysis Type: BMP Analysis

Date: 12/7/2021

BMP Types:

Catchment 1 - (Basin 12A)
Surface Discharge Filtration
Based on % removal values to
the nearest percent

Routing Summary

Catchment 1 Routed to Outlet

Summary Report

Nitrogen

Surface Water Discharge

Total N post load	43.68 kg/yr	
Percent N load reduction	36 %	
Provided N discharge load	28.08 kg/yr	61.91 lb/yr
Provided N load removed	15.61 kg/yr	34.41 lb/yr

Phosphorus

Surface Water Discharge

Total P post load	6.901 kg/yr	
Percent P load reduction	36 %	
Provided P discharge load	4.435 kg/yr	9.78 lb/yr
Provided P load removed	2.465 kg/yr	5.436 lb/yr

(60%) Cost Estimate for Lake Winona Basin 12A Drainage Improvement Project

By: CAE
 Checked By: AD
 Date: 12-3-2021

LAKE WINONA BASIN 12A DRAINAGE IMPROVEMENT PROJECT					
Pay Item No.	Description	Unit	Quantity	Unit Cost (\$)	Amount (\$)
104-10-3	SEDIMENT BARRIER	LF	350	\$ 3.20	\$ 1,120.00
104-11	FLOATING TURBIDITY BARRIER	LF	50	\$ 15.00	\$ 750.00
104-12	STAKED TURBIDITY BARRIER	LF	50	\$ 10.00	\$ 500.00
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 3,200.00	\$ 3,200.00
104-18	INLET PROTECTION SYSTEM	EA	2	\$ 300.00	\$ 600.00
110-21	TREE PROTECTION BARRIER	LF	200	\$ 20.00	\$ 4,000.00
120 -1	REGULAR EXCAVATION	CY	600	\$ 20.00	\$ 12,000.00
120-10-21	CLEAN AND RESHAPE DITCH, HAUL	LF	150	\$ 30.00	\$ 4,500.00
425-2-41	MANHOLES, P-7, <10'	EA	1	\$ 5,000.00	\$ 5,000.00
425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	1	\$ 10,000.00	\$ 10,000.00
430-175-112	PIPE CULVERT, 12" RCP	LF	12	\$ 120.00	\$ 1,440.00
430-175-115	PIPE CULVERT, 15" RCP	LF	128	\$ 180.00	\$ 23,040.00
430-175-118	PIPE CULVERT, 18" RCP	LF	84	\$ 200.00	\$ 16,800.00
430-982-121	MITERED END SECTION, 12" CD	EA	1	\$ 3,000.00	\$ 3,000.00
430-982-123	MITERED END SECTION, 15" CD	EA	1	\$ 3,000.00	\$ 3,000.00
520-1-10	CONCRETE CURB & GUTTER	LF	260	\$ 40.00	\$ 10,400.00
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	10.0	\$ 80.00	\$ 800.00
530-3-4	RIPRAP - RUBBLE, DITCH LINING	TN	37.6	\$ 180.00	\$ 6,768.00
530-74	BEDDING STONE	TN	27.1	\$ 135.00	\$ 3,654.72
570-1-2	PERFORMANCE TURF, SOD	SY	450	\$ 3.64	\$ 1,638.00
999-1	PROPERTY RESTORATION	LS	1	\$ 10,000.00	\$ 10,000.00
NSBB-1	NSBB BAFFLE BOX, INSTALLED	EA	1	\$ 175,000.00	\$ 175,000.00
Sub-total					\$ 297,210.72
101-1	MOBILIZATION	LS	1	10% of Cost	\$ 29,721.07
102-1	MAINTENANCE OF TRAFFIC (MOT)	LS	1	10% of Cost	\$ 29,721.07
Sub-total					\$ 326,931.79
Contingency (35%)					\$ 114,426.13
Grand Total					\$ 441,358

Notes:

- Items 430-175-112, -115, AND -118 include material and installation costs necessary for concrete collars as well as miscellaneous grading and associated earthwork shown on the plans.
- Item 999-1 includes cost of shoring and restoring properties affected by construction. Cost may include but is not limited to restoring of existing pavement affected by pipe excavation.

Labor / Installation	\$20,000 Approx.
Ferguson (Material)	\$66,000 Material
Dewatering	\$6,000 \$1500/day for 4 days
Shoring	\$25,000
Site restoration	\$50,000 Approx.
SUM	\$167,000
	USE \$175K
	UNIT COST



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Event Request and Boat Ramp Closure <i>Horrible Hundred</i>		
Requested Action		
Consider approving the Florida Free Wheelers Bicycle Club's request to have their annual event "Horrible Hundred" at Waterfront Park on November 19 and 20, 2022, and Boat Ramp closure on Sunday, November 20, 2022.		
Staff Report		
The Florida Free Wheelers are seeking approval to host their annual two-day event at Waterfront Park. This is the 42nd year they have hosted the event in Clermont. The event will have an estimated 2000 participants and consists of a vendor market and event check-in on November 19, and a casual ride around Lake County starting and finishing at Waterfront Park on November 20. The organization has worked very closely with Clermont Police and Lake County Sheriff on the bike route and complies with any required police officers needed during the ride. This event is considered a "ride" and not a "race", which differs in that a "ride" does not require the closure of roads and all traffic safety is monitored through traffic control by officers at strategic locations provided by Clermont Police and Lake County Sheriff's Officers. Riders must adhere to all traffic laws. • All city departments have worked with the applicant to make parking, safety, and traffic control adjustments based on feedback from the community and City Council. • This year, CPD has recommended two extra officers on the course and one roving officer along the downtown portion to enforce parking. • Officer placement has been updated with officers at the beginning of the race being redeployed to another spot once the race heads to that part of the City (see attached position placement with locations and times). • Additional signs that say "No Parking By Order of Police" will be installed throughout downtown (see attached map with locations) for this event. • They have requested that the boat ramp be closed to allow additional parking for the event. • The City Center will not have any rentals on Sunday, November 20th to allow for additional parking. • Event parking signs, pointing to public parking lots will be placed throughout downtown by event organizers before the event and removed immediately after. • The event organizers will be sending multiple communications reminding participants of all safety rules for the road, parking locations, and restroom locations (see attached notifications to participants).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. application	application.pdf	
2. Map 100 mile	Map 100 mile.pdf	

3.	information blast to all participants	information blast to all participants.docx
4.	letter to participants	letter to participants.docx
5.	Downtown Clermont bike traffic flow map	Downtown Clermont bike traffic flow map.pdf
6.	Table of PD positions with in Clermont	Table of PD positions with in Clermont.docx
7.	Turn by Turn HH100- 2022 cue sheet (002)	Turn by Turn HH100- 2022 cue sheet (002).pdf
8.	No Parking Sign Locations NEW	No Parking Sign Locations NEW.pdf
9.	HH officer placement map approved 7-8-2022.png	HH officer placement map approved 7-8-2022.png.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date December 17, 2021

Name of Event Horrible Hundred Bike Ride 2022

Date(s) of Event November 20, 2022 Estimated Attendance: 2000

Event Start Time: 7:30AM Event End Time: 5:00PM

Before Event Setup Time: 11/18/2022 3:30pm After Event Cleanup Time: 11/20/2022 5:30pm-7:30pm

Name of Organization/Applicant The Florida Freewheelers Bicycle Club Inc.

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Louis McDonald Email Recyclereuseitall@gmail.com

Day Phone 352-978-4428 Cell Phone Same

Address 109 E. Park Street City Kissimmee State FL Zip 34744

Secondary Contact _____ Phone # _____

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

The Horrible Hundred is a bike ride around Lake County where much of the funds raised go to cycling safety

Briefly Describe Event: The event brings together bicyclists to ride around picturesque lake county

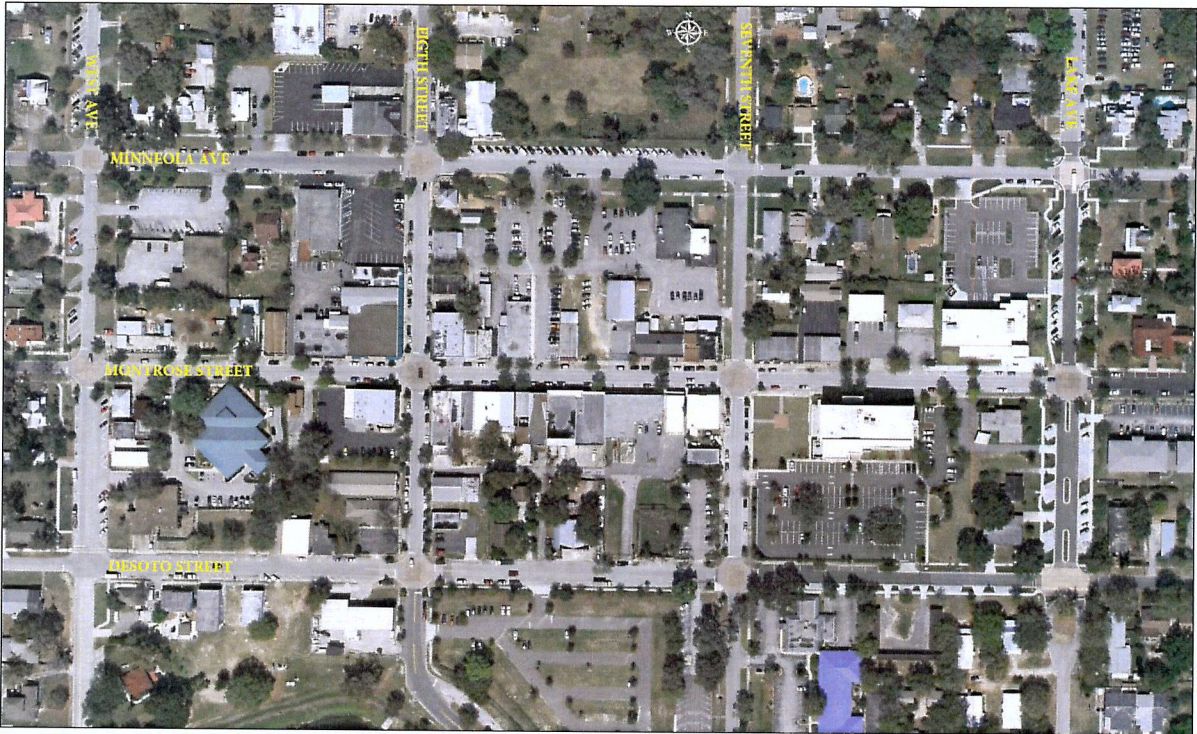
Location of Event on City Property: Map 1 ☒ A ☒ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

MAP 2



MAP 3



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: _____ **Electricity from the Hilander Building is suffice**
Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____
If Yes, subject to permits as required by the Building/Fire Safety Division.

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

Cooking Equipment Use: ☐ Yes ☒ No
If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☒ Food Trucks
Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals
Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No
*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No
Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No
*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

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

Banners or Attention Getting Devices: ☐ Yes ☒ No
If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Horrible Hundred Bike Ride		
DATE OF EVENT:	November 20, 2022		
EVENT CONTACT:	Louis McDonald		
REFUND MAILING ADDRESS:	P.O. Box 951173		
	Street Address		
	Lake Mary	FL	32795
	City	ST	Zip
CELL PHONE:	352-978-4428		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Director of Events

Applicant's Signature

Title

Louis McDonald

12/17/2021

Printed Name

Date

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

Department / Division Routing:

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

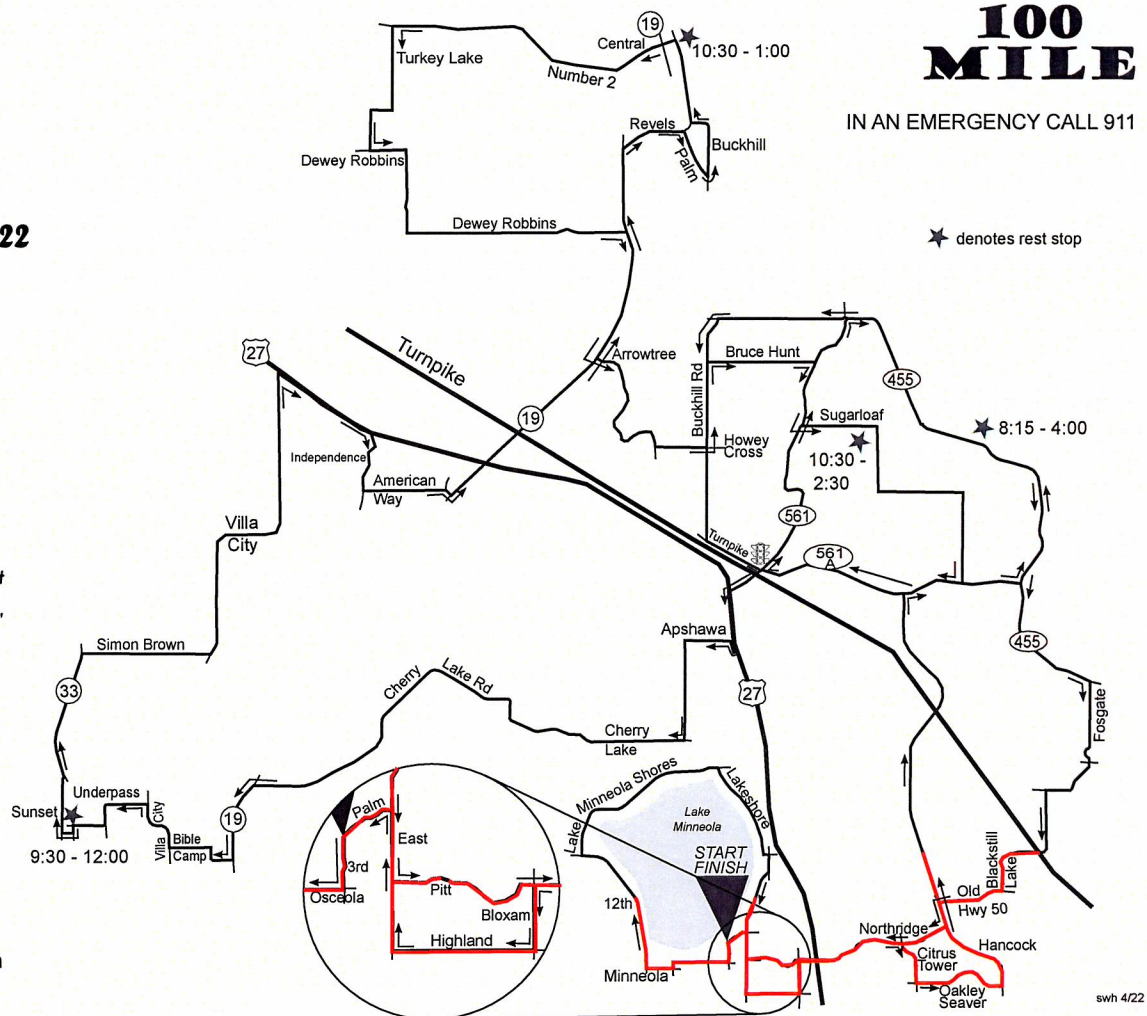
Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

42nd Horrible Hundred

November 20, 2022

- Obey all traffic laws
- You must wear a helmet
- Ride single file on busy roads
- Don't ride more than two abreast
- No headphones
- Announce and heed "Car Back"

For more information on the
Florida Freewheelers visit
www.floridafreewheelers.com



Subject : Welcome Horrible Hundred Guests

From : info@horrible-hundred.com

The 41st annual Horrible Hundred is days away. Thank you for pre-registering this year. We wanted to share with you some important points about the upcoming weekend.

Saturday – November 20

Familiarization Rides: We will have several familiarization rides for your cycling pleasure with other Horrible riders joining you to ride and explore the quiet roads in Lake County. All familiarization rides will start at Waterfront Park in Clermont at the traffic circle. The first ride leaves at 8:30 a.m. Go to the Rides page for descriptions, start times, and maps of each route: <http://www.horrible-hundred.com/hhrides.php>.

Expo: Major manufacturers will be there from 10:00-5:00 with their latest equipment to look at and demo. Exhibitors including local bike shops, clothing vendors and others will be there all weekend. A food truck rally will give you lunch options as you browse the Expo.

Early Rider Check-In: To shorten the registration lines on Sunday, we are offering early rider check-in at Waterfront Park on Saturday from 10:00 a.m. to 5:00 p.m. Come early to the Horrible, do a fam ride, visit the Expo, and check in on Saturday to beat the rush.

Sunday – November 21

Registration/Check-in: Open from 6:00 a.m. to 9:00 a.m. at Waterfront Park.

Breakfast: Opens at 6:00 a.m. at the pavilion. Get fueled up with muffins, bananas, juice and coffee.

Course Start and Close Times: In an effort to make the ride safer, there will be no mass start this year. Get with your friends and decide on a time to meet at the start area. Our SAG and police support on the course is set up for you to leave between 7:30 and 9:00 a.m. Check the cue sheets for SAG stop times. Any riders still on the course after 5:00 p.m. will be sagged in as darkness sets in.

Parking: We anticipate that the parking lots closest to Waterfront Park will fill up very early. Please obey all posted signage regarding no parking. Parking on side streets near the ride start may result in your vehicle being towed. You may park in any marked on-street parking place. But unmarked streets, even ones without “No Parking” signs, or empty lots are no parking areas. Please carpool or leave your vehicle at your hotel parking lot and ride to the start. *Go to the Event Details section and print the parking map:* <https://www.horrible-hundred.com/pdf/2021HHParking-map.pdf>.

Expo: From 7:00-4:00 major manufacturers will be there for an encore from Saturday as well as local bike shops, clothing vendors and others.

Maps and Cue Sheets: Our world-renowned courses are well marked and we will have police support along the route. The course is marked with **orange** paper arrows this year which can be affected by

traffic and/or weather. We **STRONGLY ENCOURAGE** you to use the [GPS files](#) provided on the website and also carry the route map and cue sheet with you.

Wear Your Wrist Band! Your wrist band will identify you as registered guest to our nearly 200 volunteers along the route. The wrist band entitles registered guests to a fabulous lunch and access to our well-stocked SAG stops.

SAG Stops: We have five designated SAG stops approximately every 20 miles on the course. There will be water, sport drinks, and plenty of fruit and snacks. Refer to your cue sheet for the specific open and closed times for each stop. The last stop on all three routes closes at 4:00 p.m.

SAG Support: SAG support vehicles will be on the course throughout the day. Local bicycle shops are providing mechanical support at Home Base. Your wrist band will identify you to SAG personnel.

Safety: All riders are required to wear helmets. Headphones or earbuds are not allowed. Do not use aerobars when riding with a group. **You are a moving vehicle on the road and must obey all applicable traffic laws.**

Courtesy: **Please use the porta-potties provided at all SAG stops.**

Post-Ride Fun: Join us after your ride for some great food and music. Relax and share the day's adventure with fellow cyclists. Our post-ride meal will be catered this year by Oakwood Smokehouse. You will be served as you turn in your wrist band. We will have drinks for you under the pavilion.

We are excited to have you join us at the 41st Annual Horrible Hundred sponsored by the Florida Freewheelers. All details regarding the event are on our website www.horrible-hundred.com.

See you this weekend,

Louis McDonald
2021 Horrible Hundred Director
hhundred@floridafreewheelers.com

Horrible Hundred Safety Reminder

We can't wait to see you at the 41st annual Horrible Hundred this weekend! This is a big event and everyone is excited, and we want to make sure everyone gets back to the finish line safely.

We want everyone to have fun, but SAFETY FIRST!!

For the safety of all riders, all motorists, all pedestrians, and all the neighborhoods you will be riding through, please obey all traffic laws and all traffic control devices. Follow the rules of the road. Please be mindful of your surroundings and respectful to the residents of Lake County, their roads, and their homes.

Thank you for participating in this HORRIBLE event!

Louis McDonald

2021 Horrible Hundred Director

hh@floridafreewheelers.com

Horrible Hundred Route Flow in Downtown Clermont

Red = 7:30 - 8:30 - Dense bicycle traffic as cyclists start from WFP

Orange = 7:45 - 9:00 - Thinning groups after cyclists circle lake

Blue = 11:30 - 5:00 - Small groups as cyclists return

P - Police officer (times) in 2021

**WFP
Start/Finish**

P (7:30 - 9:15)

P (7:00 - 9:15)

P (11:15 - 4:15)

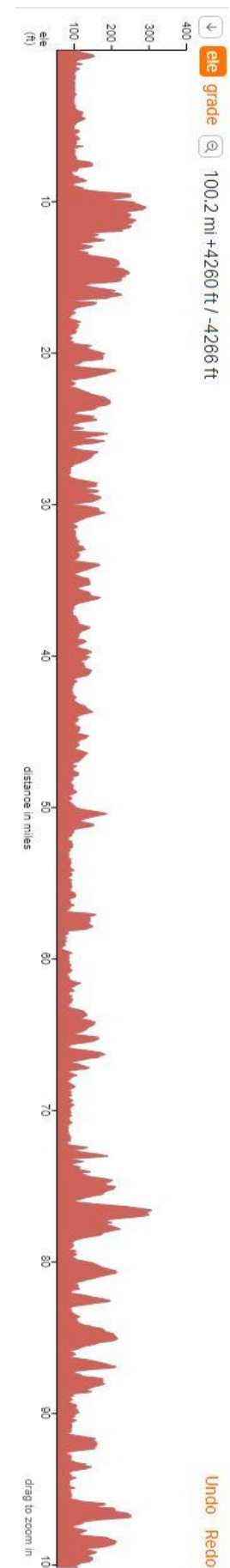
P (7:30 - 9:45)

P (11:00 - 4:00)

Table of PD positions with in Clermont, approved by Lt. Moser & Louis from Horrible Hundred

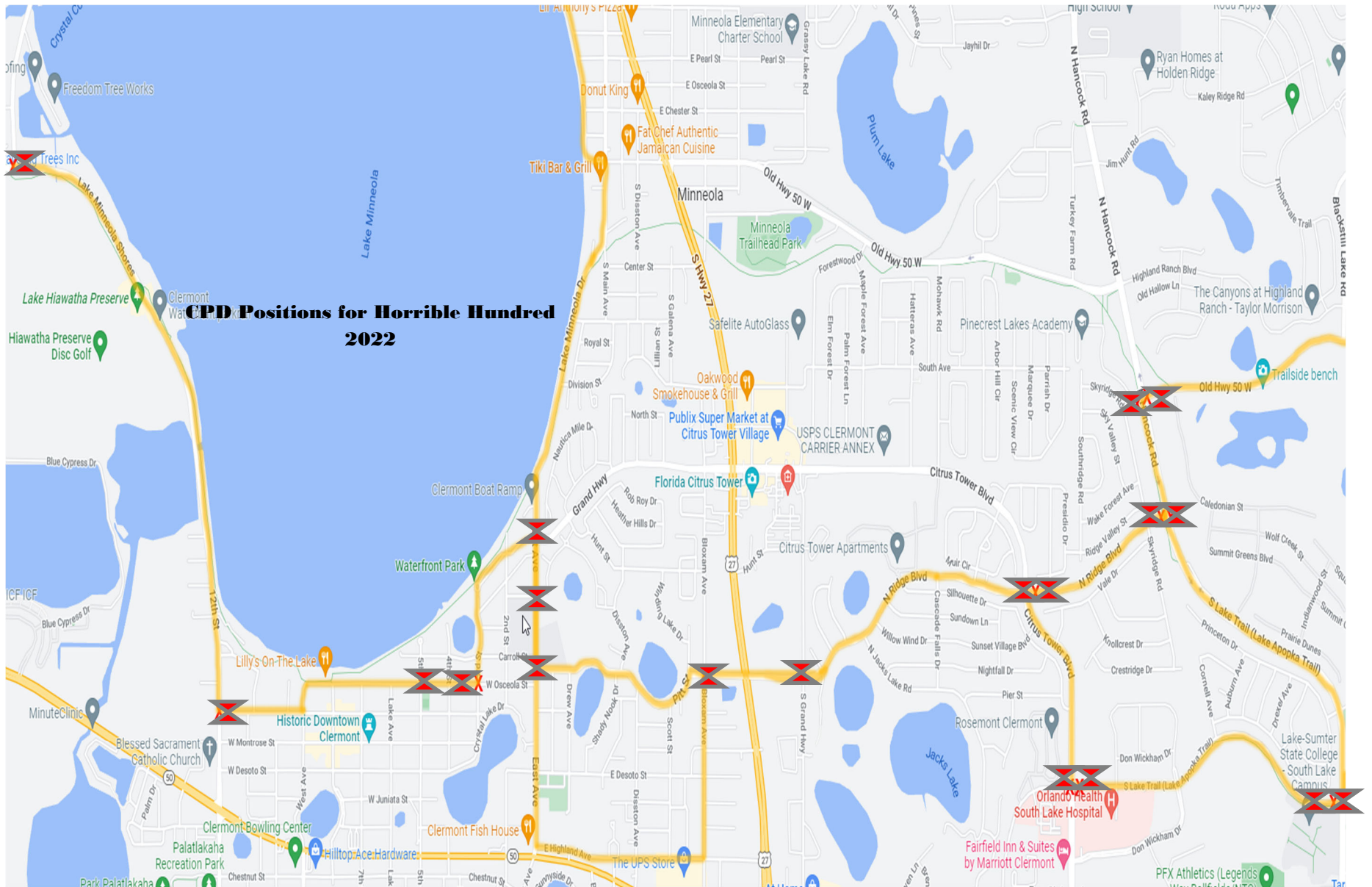
Fri Waterfront Park - Overnight	
Sat Waterfront Park - Overnight	
3rd & Osceola	
12th & Minneola Ave	
12th & Minneola Shores	
East & Pitt	North Ridge & Citrus Tower
North Ridge & Hancock	
North Ridge & Hancock	
North Ridge & Citrus Tower	
Grand Hwy & Pitt	Grand Hwy & Pitt
North Ridge & Citrus Tower	Pitt & Bloxam
North Ridge & Citrus Tower	
Citrus Tower & Oakley Seaver	Grand Hwy & East
Citrus Tower & Oakley Seaver	
Oakley Seaver & Hancock	North Hancock & Old Hwy 50
Oakley Seaver & Hancock	North Hancock & Old Hwy 50
Officer Support & Supervision	

	DIST	CUM	TURN	DIR	STREET	COMMENTS
1	0.0	0.0	-	S	3rd St	START
2	0.2	0.2	R	W	W Osceola St	
3	0.6	0.8	L	S	West Ave	
4	0.1	0.9	R	W	W Minneola Ave	
5	0.3	1.2	R	N	12th St	CR 561
6	1.7	2.9	R	N	CR 561	Lake Minneola Shores Dr
7	2.2	5.1	R	SE	Lakeshore Dr	
8	1.2	6.3	L	E	W Washington St	
9	0.1	6.4	R	S	S Main St	becomes Lake Minneola Dr
10	1.3	7.7	L	E	Pitt St	
11	1.0	8.7	-	E	cross Grand Hwy	becomes North Ridge Blvd
12	0.9	9.6	R	S	Citrus Tower Blvd	
13	0.6	10.2	L	E	Oakley Seaver Dr	
14	1.1	11.3	L	N	N Hancock Rd	
15	5.4	16.7	R	E	CR 561A	
16	1.3	18.0	L	N	CR 455	
17	2.1	20.1	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
18	2.4	22.5	-	W	CR 455	continue thru roundabout
19	1.5	24.0	L	S	Buckhill Rd	
20	2.7	26.7	L	SE	Turnpike Rd	
21	0.7	27.4	R	SW	CR 561	
22	0.5	27.9	L	S	US 27	
23	0.7	28.6	R	W	E Apshawa Rd	
24	1.9	30.5	R	W	Cherry Lake Rd	
25	6.0	36.5	L	SW	SR 19	
26	1.0	37.5	R	W	Bible Camp Rd	
27	0.9	38.4	R	N	Villa City Rd	
28	0.6	39.0	L	W	Underpass Rd	
29	0.5	39.5	L	S	Underpass Rd	
30	0.2	39.7	R	W	Underpass Rd	
31	0.4	40.1	L	S	Hickory Ave	
32	0.1	40.2	R	W	Mohawk Ave	
33	0.2	40.4	R	N	Sunset Ave	
34	0.0	40.4	-	-	Sag - Latin Quarters	Open 9:30 - 12:00
35	0.6	41.0	L	N	CR 33	
36	1.5	42.5	R	E	Simon Brown Rd	
37	1.6	44.1	L	N	Villa City Rd	
38	3.9	48.0	R	SE	US 27	
39	1.3	49.3	R	S	Independence Blvd	
40	0.7	50.0	L	E	American Way	
41	1.0	51.0	R	S	O'Brien Rd	
42	0.1	51.1	L	NE	SR 19	Howey Rd
43	4.9	56.0	R	NE	Revels Rd	
44	0.8	56.8	R	SE	Palm Ave	
45	0.7	57.5	L	N	N Buckhill Rd	
46	0.8	58.3	R	N	E Revels Rd	
47	1.0	59.3	-	-	Sag - Pirate's Treasures	Open 10:30 - 1:00
48	0.0	59.3	L	W	Central Ave	becomes Number 2
49	3.6	62.9	L	S	Turkey Lake Rd	
50	1.8	64.7	L	E	Dewey Robbins Rd	
51	4.1	68.8	R	S	SR 19	
52	1.5	70.3	L	E	Arrowtree Blvd	
53	1.8	72.1	L	E	Howey Cross Rd	
54	0.6	72.7	L	N	Buckhill Rd	
55	1.1	73.8	R	E	Bruce Hunt Rd	
56	1.2	75.0	R	S	CR 561	
57	0.8	75.8	L	E	Sugarloaf Mountain Rd	
58	0.9	76.7	-	-	Sag - Sugar-Loaf Knights	Open 10:30 - 2:30
59	2.8	79.5	R	W	CR 561A	
60	2.5	82.0	R	N	CR 561	
61	3.5	85.5	R	E	CR 455	first turn off roundabout
62	2.5	88.0	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
63	3.8	91.8	R	S	Fosgate Rd	
64	1.6	93.4	L	S	Blackstill Lake Rd	
65	1.7	95.1	R	W	Old Highway 50	
66	0.8	95.9	L	S	N Hancock Rd	
67	0.3	96.2	R	W	North Ridge Blvd	
68	0.5	96.7	-	W	cross Citrus Tower Blvd	
69	0.9	97.6	-	W	cross Grand Hwy	becomes Pitt St
70	0.4	98.0	L	S	Bloxam Ave	
71	0.5	98.5	R	W	E Highland Ave	
72	0.6	99.1	R	N	East Ave	
73	0.7	99.8	L	W	Palm St	
74	0.3	100.1	-	-	Waterfront Park	FINISH



No Parking Sign Locations for Downtown Streets for Events







CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Resolution No. 2022-016R <i>Table</i> <i>APC Roofing CUP</i>		
Requested Action		
Recommend denial of Resolution No 2022-016R.		
Staff Report		
The applicant is requesting a Conditional Use Permit to allow for the development and construction of a roofing and warehouse building to be located in the C-1 Light Commercial zoning district. The vacant parcel is approximately 0.51 acres and is located on West Broome Street, between Second Street and East Avenue. The Land Development Regulations, Section 122-204 requires a Conditional Use Permit for warehouse use. The applicant would like to develop the site and construct an 8,000 square foot warehouse building with a small office. The C-1 Light Commercial zoning district intent and purpose is to provide light retail and office uses that are compatible and less intrusive to the adjacent neighborhood's character. The proposed roof warehouse business, which will include the delivery of large quantities of roofing products and materials via semi-trucks and large vehicles, is inconsistent with the intent of the C-1 Light Commercial zoning district. The City's Public Works Department has reviewed the access points identified in the conceptual plan and made the determination that West Broome Street, a local street, cannot handle constant heavy truck traffic. Staff has reviewed the Conditional Use Permit application and finds the proposed warehouse use located in the C-1 Light Commercial zoning district is out of character and not consistent with the existing development patterns. The proposed use does not meet the general intent and purpose of the C-1 zoning district. Staff recommends denial of the requested Conditional Use Permit to allow for the development of a warehouse building and use in the C-1 Light Commercial zoning district.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-016R - APC Roofing CUP	2022-016R - APC Roofing CUP.pdf	
2. APC Roofing CUP legal ad	APC Roofing CUP legal ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-016R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL BUILDING GREATER THAN 5,000 SQUARE FEET IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT; 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 recommended denial of this Conditional Use Permit to allow for a commercial building greater than 5,000 square feet in the C-1 Light Commercial zoning district; at the following location:

LOCATION:

Vacant parcels located south of W. Broome Street between Second Street and East Avenue
(Alternate Key 1611288 and 1611296)

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 for a commercial building greater than 5,000 square feet in the C-1 Light Commercial zoning district; 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. 2022-016R

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 Land Development Codes and Regulations for C-1 Light Commercial zoning. 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. 2022-016R

SECTION 2: LAND USE

1. This Conditional Use Permit shall grant approval to allow for a commercial building greater than 5,000 square foot in the C-1 Light Commercial zoning district. The site may also be used and developed for any other C-1 Light Commercial permitted uses.
2. The site shall be designed and developed to comply with the Clermont Land Development Regulations and all building must be in compliance to Clermont Architectural Design Standards.
3. The building shall be designed and constructed with compliance to the Clermont Architectural Design Standards.
4. No outside storage or display of any materials or products will be permitted onsite. All uses shall be contained and enclosed within the buildings.
5. Large commercial trucks and semi- trucks shall be prohibited on West Broome Street and other local streets in Clermont. The local street and road system has been designed to have lower volumes of traffic at lower speeds and does not have the ability to accommodate the use of large commercial trucks and heavy machine equipment on this type of roadway network.
6. The property zoning is C-1 Light Commercial, which allows office use and other similar type light commercial uses that are consistent with the general character of the adjacent residential uses. The zoning category is not design for heavy commercial, manufacturing and industrial uses.
7. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.

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. 2022-016R

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. 2022-016R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of May 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



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:	7197828
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	Public Notices
LEE dailycommercial.com	2	04/26/2022 - 05/17/2022	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 to allow a commercial building to be greater than 5,000 square feet in the C-1 Light Commercial Zoning District, at the following location:

LOCATION

Vacant parcels located on the south side of West Broome Street, between Second Street and East Avenue

(AK 1611288 and 1611296)

A complete legal description may be obtained in the Development Services Department located at 685 W. 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 P.M.

The Clermont City Council will consider this request at a public meeting to be held on May 24, 2022 at 6:30 P.M.

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 at (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

April 26 and May 17, 2022

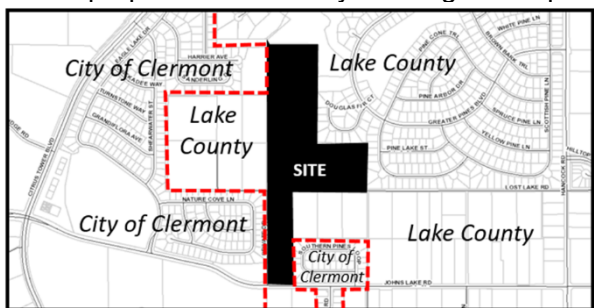
#7197828 4/26, 5/17/2022 2X



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Ordinance No. 2022-024 <i>Table</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 ¾ 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. Lost Lake Assemblage in Clermont	Lost Lake Assemblage in Clermont.pdf	
2. Ord 2022-024 Lost Lake Assemblage annexation (06.28.2022)	Ord 2022-024 Lost Lake Assemblage annexation (06.28.2022).pdf	

From: [Curt Henschel](#)
To: [Tracy Howe](#); [Nicole Wisniewski](#)
Subject: FW: Lost Lake Assemblage in Clermont
Date: Monday, July 18, 2022 5:23:43 PM

FYI..

Thanks,
Curt

From: cecelia.bonifay@akerman.com <cecelia.bonifay@akerman.com>
Sent: Monday, July 18, 2022 5:17 PM
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: tina.lee@ashtonwoods.com; Andon.Calhoun@ashtonwoods.com; mstacy@appianfl.com; lisa.jefferson@akerman.com
Subject: Lost Lake Assemblage in Clermont

Curt,

As I will be out of town on July 26, 2022 when this case is scheduled to be heard by the City Commission and there will be only 4 members of the City Commission in attendance, I am requesting that the case be continued until the first City Commission meeting in August which is August 9, 2022.

Please so advise the Clerk's Office that we are requesting the continuance until August 9, 2022.

Thank you in advance for your assistance in this matter.

Cecelia

Cecelia Bonifay44

Chair, Land Use and Development Practice
Akerman LLP | 420 South Orange Avenue, Suite 1200 | Orlando, FL 32801
D: 407 419 8540 | C: 407 758 0192 | F: 407 254 4230
cecelia.bonifay@akerman.com

[vCard](#) | [Profile](#)

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.



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

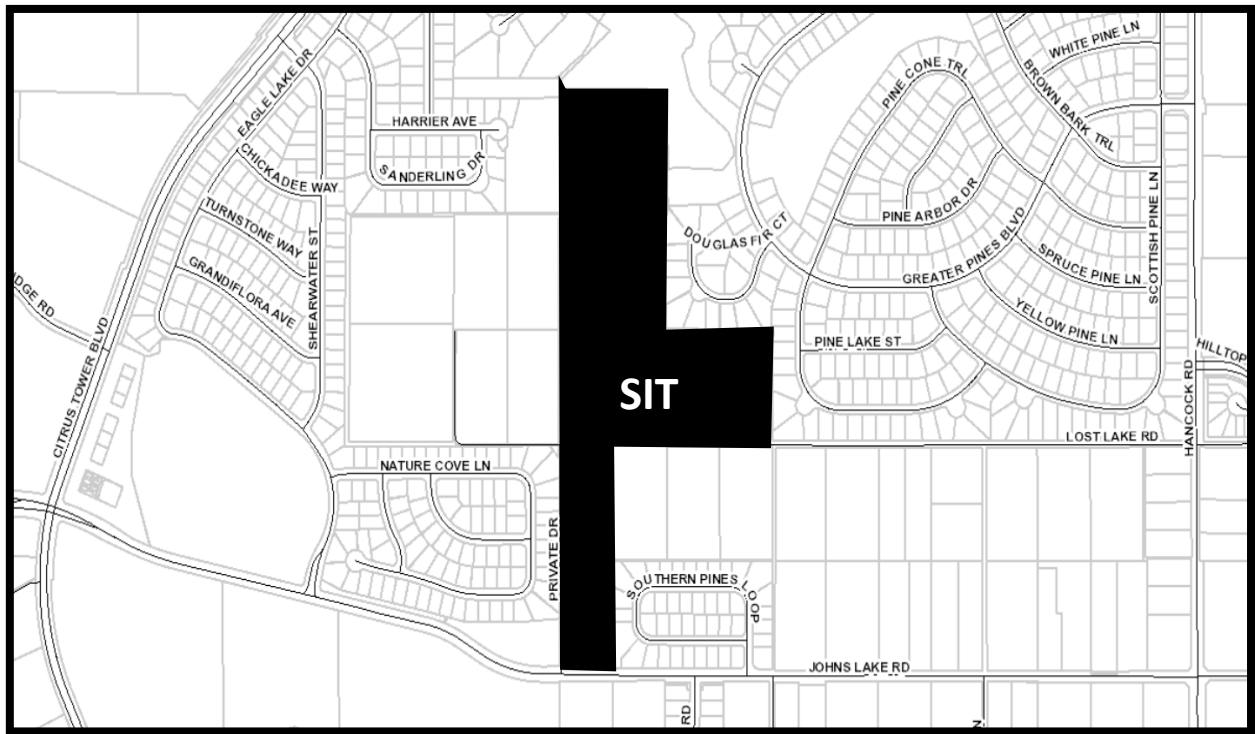
POSTAL COLONY 33-22-26 TRACT 11 PB 9 PG 65 ORB 2751 PG 268

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

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
QBB 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
QBB 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.

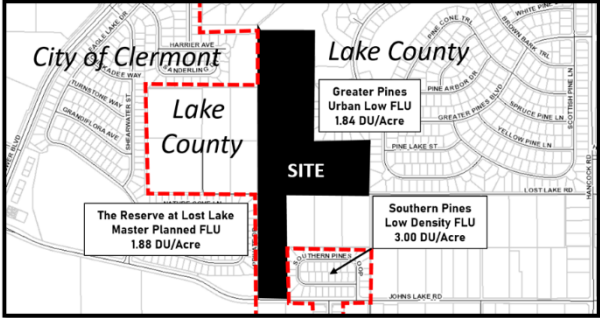
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 26, 2022	
Agenda Item Name	
Ordinance No. 2022-025 <i>Table</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. *The Planning and Zoning Commission recommended approval, 5-1.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Lost Lake Assemblage in Clermont | Lost Lake Assemblage in Clermont.pdf |
| 2. | Ord 2022-025 Lost Lake Assemblage CPA (06.28.2022) | Ord 2022-025 Lost Lake Assemblage CPA (06.28.2022).pdf |
| 3. | Legal ad Ord. 2022-025 LLA CPA | Legal ad Ord. 2022-025 LLA CPA.pdf |

From: [Curt Henschel](#)
To: [Tracy Howe](#); [Nicole Wisniewski](#)
Subject: FW: Lost Lake Assemblage in Clermont
Date: Monday, July 18, 2022 5:23:43 PM

FYI..

Thanks,
Curt

From: cecelia.bonifay@akerman.com <cecelia.bonifay@akerman.com>
Sent: Monday, July 18, 2022 5:17 PM
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: tina.lee@ashtonwoods.com; Andon.Calhoun@ashtonwoods.com; mstacy@appianfl.com; lisa.jefferson@akerman.com
Subject: Lost Lake Assemblage in Clermont

Curt,

As I will be out of town on July 26, 2022 when this case is scheduled to be heard by the City Commission and there will be only 4 members of the City Commission in attendance, I am requesting that the case be continued until the first City Commission meeting in August which is August 9, 2022.

Please so advise the Clerk's Office that we are requesting the continuance until August 9, 2022.

Thank you in advance for your assistance in this matter.

Cecelia

Cecelia Bonifay44

Chair, Land Use and Development Practice
Akerman LLP | 420 South Orange Avenue, Suite 1200 | Orlando, FL 32801
D: 407 419 8540 | C: 407 758 0192 | F: 407 254 4230
cecelia.bonifay@akerman.com

[vCard](#) | [Profile](#)

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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

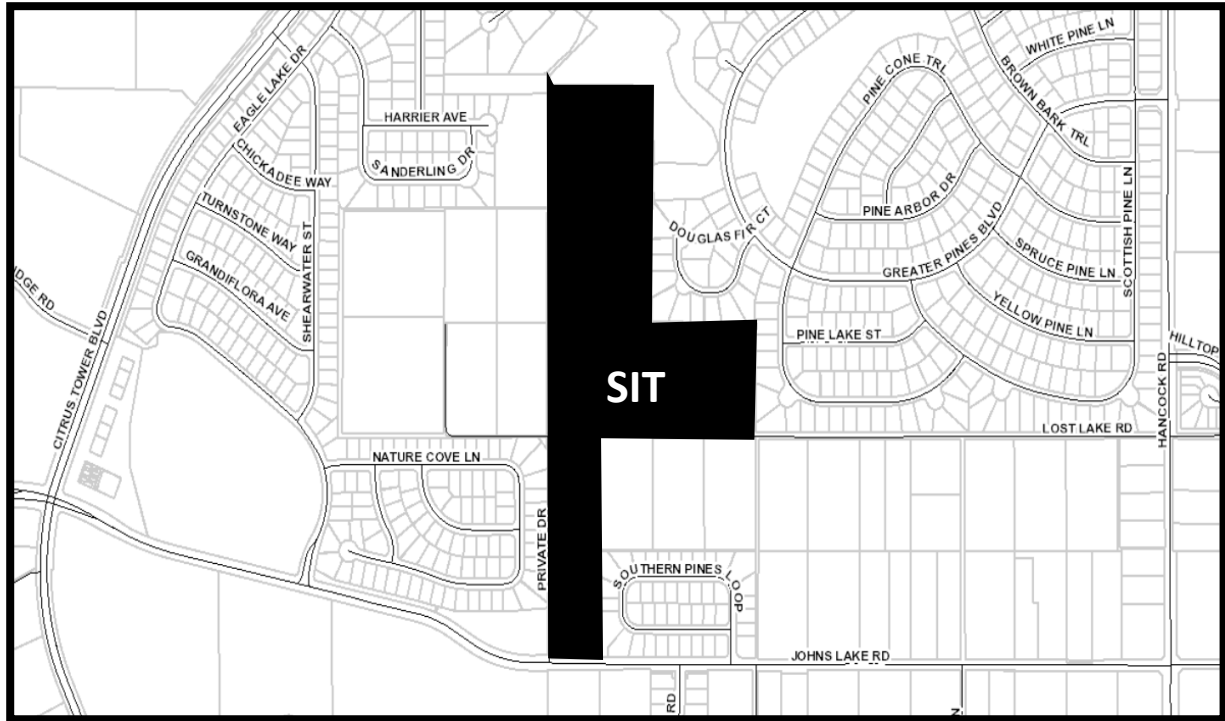
POSTAL COLONY 33-22-26 W 1/2 OF TRACT 43--LESS FROM NE COR OF W 1/2 OF TRACT 43 RUN W 0-0-10 E ALONG E LINE OF W 1/2 OF SAID TRACT 43 A DIST OF 596.91 FT FOR POB, CONT S 0-0-10 E 21.03 FT TO A POINT ON N'LY R/W LINE OF 15 FT RD R/W, N 89-54-22 W ALONG SAID N'LY R/W LINE A DIST OF 320.35 FT TO A

CITY OF CLERMONT
ORDINANCE NO. 2022-025

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:

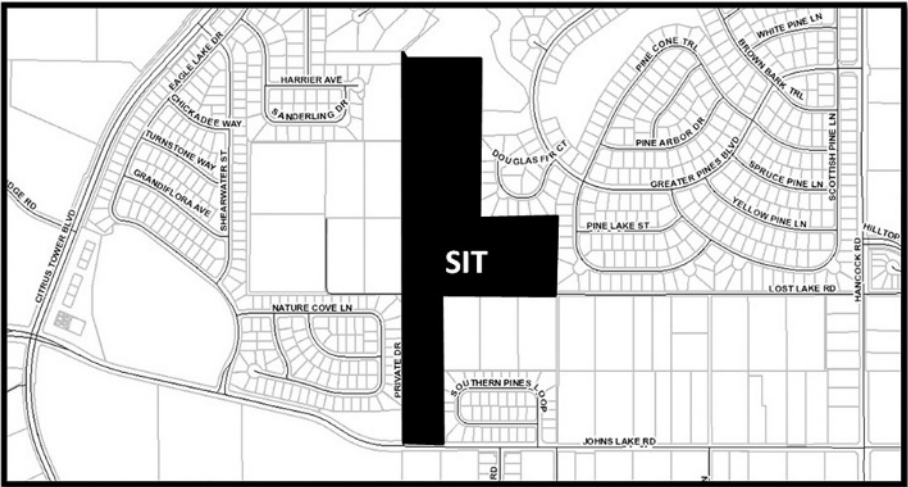
Daniel F. Mantzaris, City Attorney

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:

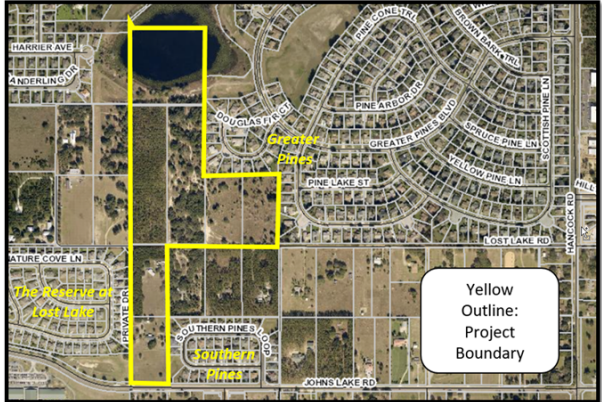
Vacant parcels located north of Johns Lake Road and west of Hancock Road (Alternate Keys 1031346, 1678501, 1678528, 1098858, 1067952, 1491690 and 1029562)

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 26, 2022	
Agenda Item Name	
Ordinance No. 2022-026 <i>Table 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. *The Planning and Zoning Commission recommended approval to R-2 Medium Density Zoning with no waivers.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Lost Lake Assemblage in Clermont | Lost Lake Assemblage in Clermont.pdf |
| 2. | Ord. 2022-026 Lost Lake Assemblage Rezoning (07.01.2022) | Ord. 2022-026 Lost Lake Assemblage Rezoning (07.01.2022).pdf |
| 3. | Legal ad Ord. 2022-026 LLA REZ | Legal ad Ord. 2022-026 LLA REZ.pdf |

From: [Curt Henschel](#)
To: [Tracy Howe](#); [Nicole Wisniewski](#)
Subject: FW: Lost Lake Assemblage in Clermont
Date: Monday, July 18, 2022 5:23:43 PM

FYI..

Thanks,
Curt

From: cecelia.bonifay@akerman.com <cecelia.bonifay@akerman.com>
Sent: Monday, July 18, 2022 5:17 PM
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: tina.lee@ashtonwoods.com; Andon.Calhoun@ashtonwoods.com; mstacy@appianfl.com; lisa.jefferson@akerman.com
Subject: Lost Lake Assemblage in Clermont

Curt,

As I will be out of town on July 26, 2022 when this case is scheduled to be heard by the City Commission and there will be only 4 members of the City Commission in attendance, I am requesting that the case be continued until the first City Commission meeting in August which is August 9, 2022.

Please so advise the Clerk's Office that we are requesting the continuance until August 9, 2022.

Thank you in advance for your assistance in this matter.

Cecelia

Cecelia Bonifay44

Chair, Land Use and Development Practice
Akerman LLP | 420 South Orange Avenue, Suite 1200 | Orlando, FL 32801
D: 407 419 8540 | C: 407 758 0192 | F: 407 254 4230
cecelia.bonifay@akerman.com

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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

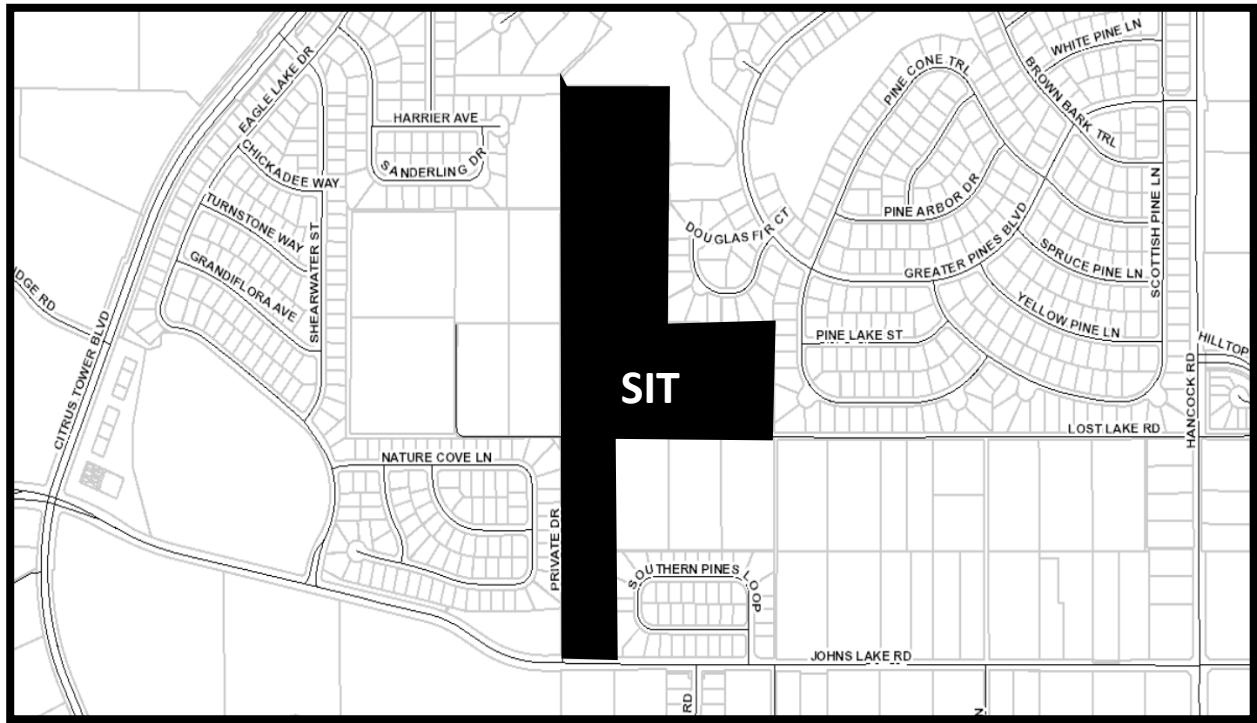
POSTAL COLONY 33-22-26 W 1/2 OF TRACT 28 PB 9 PG 65 ORB 5610 PG 1116

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:

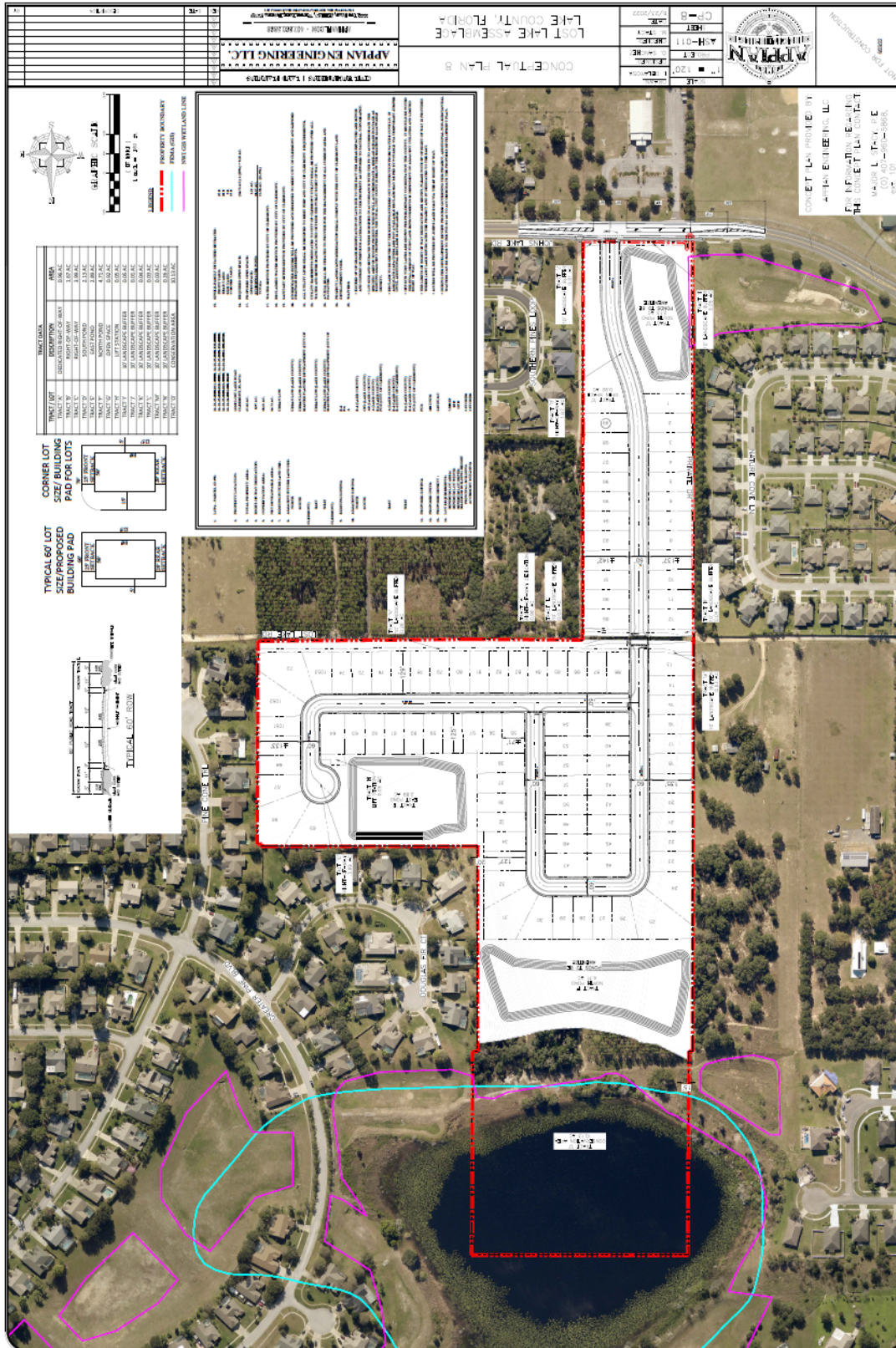
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2022-026

Exhibit A: Conceptual Plan



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

AGENDA ITEM

Meeting Date	
Tuesday, July 26, 2022	
Agenda Item Name	
Resolution No. 2022-021R <i>Senninger Irrigation CUP</i>	
Requested Action	
Recommend approval of Resolution 2022-021R.	
Staff Report	
The owner, Senninger Irrigation, Inc., is requesting a conditional use permit for a building addition at their current location. The property, 19 +/- acres, is located at 13505 Granville Avenue and was acquired by Senninger Irrigation in 1991. The site has been historically used for irrigation manufacturing and distribution with the development of several buildings on the site over the years. The City annexed the property in 2015 and designated the Industrial Future Land Use and a zoning district of Industrial (M-1). The existing buildings were constructed prior to annexation into the City, therefore a conditional use permit was not required. The proposed 123,000 +/- square foot building addition under the existing M-1 Industrial zoning district would require a conditional use permit at this time since they are in the City. The existing building square footage of the overall site is approximately 135,311 square feet. The proposed addition of 122,880 square feet for administrative office, manufacturing and warehouse use would bring the total gross floor area to 258,191 square feet for the 19 acre site. The proposed development would also include 10 truck loading doors, truck loading/unloading area, vehicular circulation drive aisle, and other site improvements. The expansion is expected to increase the number of new employees by 16. The majority of the building will be used for manufacturing and warehousing.  As part of the conditional use permit, a condition has been added that the Hooks Street Extension right-of-way be dedicated without compensation. The City and Lake County have been working with property owners along this corridor for many years to secure the necessary right-of-way to construct the Hooks Street extension. Majority of the properties along this corridor have either made the commitment to dedicate right-of-way for Hooks Street and/or construct a segment of Hooks Street. The completion of this extension is critical to assist with the East-West traffic flow in order to provide relief on SR 50. The applicant would benefit with this improvement by providing traffic movements to a signalized intersection. <i>Project Location Map</i> 	

Staff has reviewed the application for the proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent to the existing and previous development patterns and character of the surrounding areas. The use will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan goals, objective and policies for Industrial land use. The property has access to major road networks, especially with the future construction of Hooks Street, and will be required to comply with all Land Development Regulations for development. Staff recommends approval of Resolution 2022-021R. *The Planning and Zoning Commission recommended approval, 6-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2022-021R - Senninger Irrigation CUP (06.28.2022)	2022-021R - Senninger Irrigation CUP (06.28.2022).pdf
2.	CUP Site Plan	CUP Site Plan.pdf
3.	Hooks Street Ext. Final Engineering Newsletter No. 1	Hooks Street Ext. Final Engineering Newsletter No. 1.pdf
4.	Senninger Elevations	Senninger Elevations.pdf
5.	Senninger Irrigation Tier 1 Exemption Letter	Senninger Irrigation Tier 1 Exemption Letter.pdf
6.	CUP-Application-Signed	CUP-Application-Signed.pdf
7.	Legal ad - Senninger	Legal ad - Senninger.pdf



CITY OF CLERMONT
RESOLUTION NO. 2022-021R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A BUILDING OVER 100,000 SQUARE FEET IN THE M-1 INDUSTRIAL ZONING DISTRICT; 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 July 5, 2022 recommended approval of this Conditional Use Permit to allow for a building over 100,000 square feet in the M-1 Industrial zoning district; at the following location:

LOCATION:

Senninger Irrigation
South end of Granville Avenue, south of SR 50
Alternate Key 1795044

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 for a building over 100,000 square feet in the M-1 Industrial zoning district; 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.



CITY OF CLERMONT
RESOLUTION NO. 2022-021R

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. 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. 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 will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.



CITY OF CLERMONT
RESOLUTION NO. 2022-021R

12. The property shall be developed in substantial accordance with the Preliminary Site Plan (Exhibit A) prepared by SK Consortium, Inc., dated 05/27/22. 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.
13. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. Provided, however, in the event that the grant of this permit is timely appealed, the date of issuance of this Conditional Use Permit shall be the date of the decision upholding the grant of the permit.

SECTION 2: LAND USE

1. This Conditional Use Permit shall grant approval to allow for the construction of up to a new 125,000 square foot industrial building to be used for administrative office, manufacturing and warehouse use at the existing Senninger Irrigation facility.
2. The new building will be constructed in the specific location, as represented on the Preliminary Site Plan (Exhibit A) prepared by SK Consortium, Inc., dated 05/27/22.
3. The new building shall be constructed in substantial accordance to the provided Sample Elevations shown at the end of this ordinance (Exhibit B).
4. Building Setbacks, minimum, and Development Standards:

Front	25 feet from the property line
Side Setback	12 feet from the property line
Side Street	25 feet from the property line
Rear Setback	25 feet from the property line
5. By virtue of the transportation system needs in the area, the developer shall dedicate without compensation, on the commercial site plan, a 100-foot right-of-way for Hooks Street within the project boundary, from the northwestern property line through the property towards to northeast property line, as directed by the final engineering plans of Hooks Street. This right-of-way shall be dedicated upon request of the City or Lake County prior to site plan approval, or on or before July 2023, whichever is first. Additional non-exclusive easements necessary to accommodate harmonizing grading, drainage, road, and road related easements; not to exceed 40 feet in width adjacent and parallel, north and south, to the Hooks Street right-of-way shall be dedicated. The total width of the Hooks Street right-of-way and non-exclusive easements is up to 180 foot in width. The right-of-way and non-exclusive easements shall be identified at preliminary commercial site plan review and shown on the final plat/commercial site plan. The



CITY OF CLERMONT
RESOLUTION NO. 2022-021R

developer shall coordinate with the County and the City on alignment and grading of Hooks Street. The non-exclusive easement width will be adjusted with design plans approved by the County and the City. Dedication of public utility easements within the non-exclusive easement along and adjacent to Hooks Street, not to exceed 20 foot in width, shall be required by the Developer.

6. The site shall be developed in accordance to the Clermont Land Development Regulations and the provision of the M-1 Industrial Zoning district in the Land Development Codes.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-021R

DONE AND RESOLVED 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

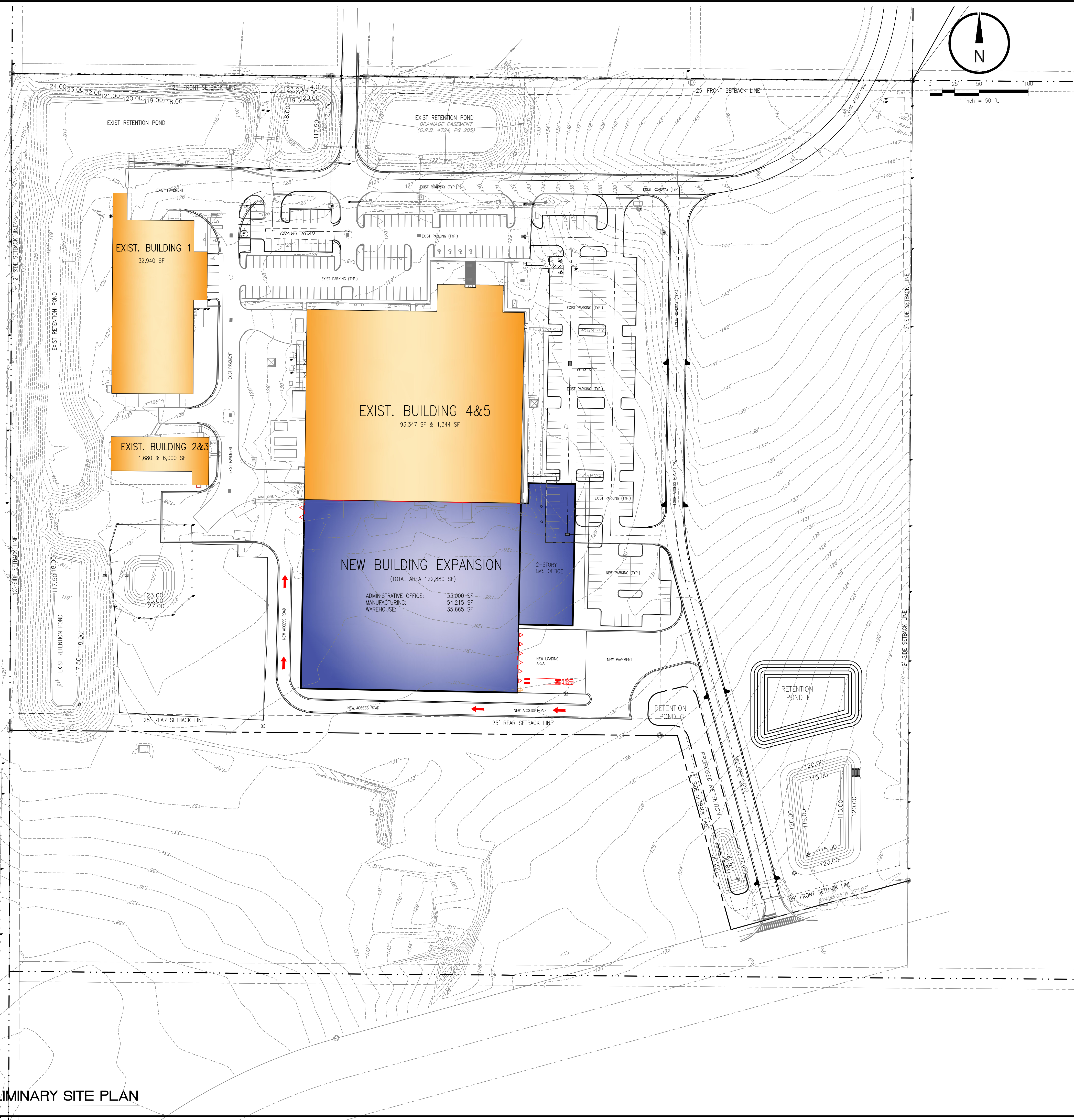
CITY OF CLERMONT
RESOLUTION NO. 2022-021R

Exhibit B: Sample Elevations



PRELIMINARY SITE PLAN

SCALE: 1" = 50'



SITE DATA:

PARCEL ID NO.: 09-22-26-1100-039-00000
09-22-26-1105-039-00000
TOTAL SITE AREA: 16240 STATE ROAD 50 CLERMONT, FL 34711
EXISTING LAND USE: = 19.24 AC
EXISTING ZONING: LIGHT INDUSTRIAL
FUTURE LAND USE DESG: M-1 LDR

SURROUNDING ZONING
NORTH: HM (LC)
EAST: AGG DIST (LC)
WEST: PUB (CLERMONT)
SOUTH: CTD (LC)

OWNER INFORMATION

SENNINGER IRRIGATION, INC.
SCOTT.SKEEN@SENNINGER.COM 352-250-2663

SETBACK REQUIREMENTS:

MINIMUM BUILD. SETBACKS:	REQUIRED:
(FRONT)	25 FEET
(SIDE)	12 FEET
(SIDE STREET)	25 FEET
(REAR)	25 FEET

BUILDING DATA:

BASED ON LAKE COUNTY PROPERTY APPRAISER'S OFFICE RECORD CARD

BLDG. 1 GROSS FLOOR AREA	= 32,940 SF (CLASSIFIED AS WAREHOUSE)
BLDG. 2 GROSS FLOOR AREA	= 1,680 SF (CLASSIFIED AS WAREHOUSE)
BLDG. 3 GROSS FLOOR AREA	= 6,770 SF (CLASSIFIED AS WAREHOUSE)
BLDG. 4 GROSS FLOOR AREA	= 93,347 SF (CLASSIFIED AS LIGHT MANUFACTURING)
BLDG. 5 GROSS FLOOR AREA	= 1,344 SF (CLASSIFIED AS OFFICE)
TOTAL BLDG. EXISTING	= 135,311 SF (BUILDING COVERAGE)
PROPOSED BUILDING EXPANSION	= 122,880 SF (33,000 SF - ADMINISTRATIVE OFFICE) (54,215 SF - MANUFACTURING) (35,665 SF - WAREHOUSE)
TOTAL NEW GROSS FLOOR AREA	= (135,311 SF + 122,880 SF) = 258,191 SF (34,344 SF OFFICE - 13.30%) (147,562 SF MANUFACTURING - 57.15%) (76,285 SF WAREHOUSE - 29.55%)

PARKING REQUIREMENTS:

WAREHOUSE: 1 SPACE PER 1000 SF
LIGHT MANUFACTURING: 2 SPACES PER 1000 SF
OR 1 PER 2 EMPLOYEES PER LARGEST SHIFT
WHICHEVER IS GREATER
4 SPACE PER 200 SF

OFFICE:

PARKING REQUIRED:
TOTAL PARKING REQUIRED BASED ON FLOOR AREA OF MULTIPLE USES

OFFICE	34,344 SF / 200 SF = 172 SPACES
MANUFACTURING:	147,562 SF / 500 SF = 295 SPACES
WAREHOUSE-STORAGE	76,285 SF / 1000 SF = 77 SPACES
TOTAL PARKING REQUIRED	= 544 SPACES

TOTAL PARKING REQUIRED BASED ON EMPLOYEE SHIFTS
NUMBER OF EMPLOYEES

FIRST SHIFT	181 EMPLOYEES
SECOND SHIFT	46 EMPLOYEES
THIRD SHIFT	31 EMPLOYEES

PARKING REQUIRED BASED OF EMPLOYEES = 181/2 = 91 SPACES

PARKING SPACES PROVIDED:

247 STANDARD SPACES
8 ADA SPACES

TOTAL 259 PARKING SPACES

PRELIMINARY SITE PLAN

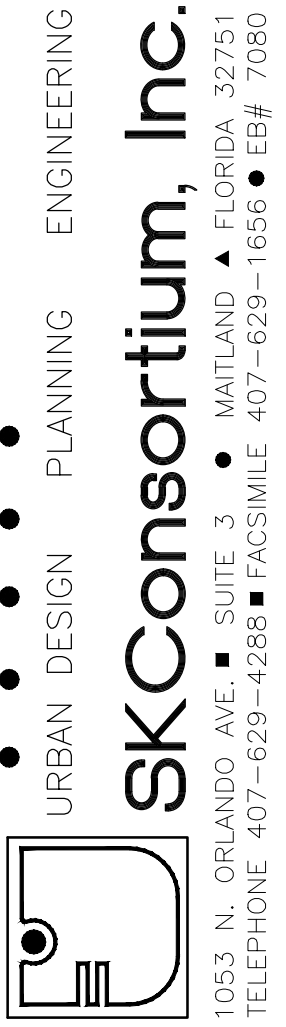
SENNINGER BUILDING ADDITION
WELBRO CONSTRUCTION

PRE-APPLICATION MEETING 4-29-22
CLERMONT CUP SUBMITTAL 5-27-22

Issue Date and Purpose
Project Number: 2211

Drawn by: D.FORSYTH
Checked: M. KALAGHCHI
File No: 21120P&BORDER

SP-1



Seal: Majid Kalaghchi P.E. 41046

CLERMONT, FLORIDA

HOOKS STREET EXTENSION FINAL ENGINEERING AND PERMITTING PROJECT KICK OFF NEWSLETTER

Issue #1 – May 2022

Lake County Launches the Hooks Street Extension – Final Engineering and Permitting Project.

The Lake County Public Works Department is conducting the Final Engineering and Permitting Project for the Hooks Street Extension from Hancock Road to Hartle Road (CR 455), total project length of 1.4 miles.

Project Location Map



During the Study Phase of the project, a detailed traffic analysis determined that this segment of Hooks Street will initially be constructed as a two-lane roadway (see Hooks Street Extension Typical Section). The proposed improvements include construction of a two-lane divided roadway, buffered bicycle lanes, widened sidewalks, drainage improvements, signalization, roundabout design and landscape buffer.

Hooks Street Extension Typical Section



This design and permitting phase of this project is anticipated to be completed by Winter 2023.

Persons wishing to submit written or verbal comments/questions may do so by contacting either the Lake County or Consultant Project Manager (see contact information below).

Upcoming Meeting(s)

Lake County will be holding an informational public meeting, tentatively scheduled in Spring 2023. A formal invitation will be sent to property owners and stakeholders within 300 feet of the Project Area prior to the public meeting. If you want to be on our mailing list for future newsletters and invitations to meetings, please reach out to either the Lake County or Consultant Project Manager (see information below).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status.

Project Schedule

Key Project Activities	2022											2023											
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Notice to Proceed	●																						
Public Involvement																							
Data Collection																							
Design Analysis																							
Public Meeting													●										
Permitting																							
Construction Plan Development																							
Lake County BCC Public Meeting																			●				
Plans Complete																						●	

Contact Information

Stay Informed! Stay Involved!

If you have questions, want to learn more about the project, or would like to request a meeting with your group, you may contact our team leaders.

Seth Lynch
Lake County Project Manager
 Lake County Public Works
 350 N. Sinclair Avenue
 Tavares, Florida 32778
 Phone: 352.253.9052
 Email: slynch@lakecountyfl.gov

Dwayne Darbonne, PE
Consultant Project Manager
 METRO Consulting Group, LLC
 341 N. Maitland Avenue, Suite 220
 Maitland, Florida 32751
 Phone: 407.755.4383
 Email: dwayne.darbonne@metrocgllc.com

<https://www.lakecountyfl.gov/engineering/hooks-street>



Senninger Building Expansion CUP

Sample Elevations



MEMORANDUM

Date: June 21, 2022

Project #: 24449

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

From: Stephanie Shealey, PE, PTOE, PTP

Project: Senninger Irrigation

Subject: Tier 1 Exemption

Based on our review of the trip generation provided for the existing Senninger Irrigation site, the site access, and the proposed expansion size, the proposed Senninger Irrigation site may be granted an exemption from Tier 1 review.



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 2022-05-30		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Senninger Irrigation Building Addition			
Applicant Welbro Building Corporation			
Contact Person Brian Pak			
Address 2301 Maitland Ctr. Pkwy. #250	City Maitland	State FL	Zip 32751
Telephone (407) 475-0800	Fax (407) 475-0801		
Email bpak@welbro.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Senninger Irrigation, Inc., Scott Skeen			
Owner Address 13505 Granville Ave.	City Clermont	State FL	Zip 34711
Telephone (352) 250-2663	Fax scott.skeen@senninger.com		
PROPERTY INFORMATION			
Address of Subject Property 13505 Granville Ave.	City Clermont	State FL	Zip 34711
General Location South end of Granville Avenue south of SR 50.			
Legal Description & Alternate Key (include copy of survey) See attached survey and Property Record Card. Alternate Key: 1795044.			
Land Use (City verification required) Industrial			
Zoning (City verification required) M-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.

The applicant proposes to construct a building addition approximately 122,880 square feet. The new building will be an expansion to one of the existing manufacturing / warehouse buildings on existing 19.24-acre site.

The proposed building addition will house new automated assembly lines, storage area of irrigation products, and associated administrative offices. The project also includes additional employee parking areas, truck loading areas, internal loop drive aisle, miscellaneous hardscape, and stormwater/drainage improvements.

Brian Pak

Applicant Name (print)

x 

Applicant Name (signature)

Scott Skeen

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

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:	06/20/2022
Order Number:	7439402
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	06/28/2022 - 07/19/2022	Bids & Proposals
LEE dailycommercial.com	2	06/28/2022 - 07/19/2022	Bids & Proposals

Total Order Confirmation	\$144.32
---------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, July 5, 2022 at 6:30 p.m. the Clermont Planning and Zoning Commission will consider a request for a Conditional Use Permit (CUP), and this request will be heard by the City Council at a public hearing on Tuesday, July 26, 2022 at 6:30 P.M. to allow for a building over 100,000 square feet in the M-1 Industrial District, Land Development Code, Section 122-264, at the following location:

LOCATION:

Senninger Irrigation
South end of Granville Avenue,
south of SR 50

(Alternate Key #1795044)

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

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

Daily Commercial

June 28, 2022 and July 19, 2022

7439402



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Citizen Request		
Requested Action		
Staff Report		
Citizen request to allow golf carts on roads at 30mph and below.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 7.26.2022Carts For Clermont	7.26.2022Carts For Clermont.pptx	
2. Advisory Legal Opinion	Advisory Legal Opinion.pdf	
3. FL State Statute highlighted	FL State Statute highlighted.docx	
4. Golf Carts defined in section 320	Golf Carts defined in section 320.docx	
5. Lake County Cart approval	Lake County Cart approval.pdf	
6. Example GOLF CART MAP	Example GOLF CART MAP.pdf	

Carts for Clermont, FL

The Need Is Now

Kim Solberg

Clermont Resident - Sheldon Pl

What is a golf cart?

- ◆ It is not a Low Speed Vehicle (LSV) or Neighborhood Electric Vehicles (NEVs); it is even slower (20 mph or less)

Consider - Super Slow Moving Vehicles

- ◆ Think about a pedal cycle, but safer (this is the speed class for carts)

- ◆ It is fun
- ◆ It is outdoors
- ◆ It is small
- ◆ It is efficient
- ◆ Simple to operate
- ◆ It is for recreation
- ◆ Easy to maintain
- ◆ It can be operated safely



Proposal

- ◆ Clermont to allow golf carts to operate on roads 30 mph and below (implemented safely by many communities)
- ◆ Maintain other state statutes as indicated (and not advisable for adjustment)
- ◆ Timing - begin ASAP no infrastructure required

Future:

- Approval from DOT as needed for Hwy crossing (HWY 50 and 27)
- County approvals - 12th street and more
- Adjust speed limits as needed for improved cart access
- Use resolutions to make quick changes as needed to local law
 - Approve map of zones and routes
 - Sidewalks
 - Multi-use path

Safety Features

- ◆ More features than pedal cycles
 - ◆ Required by law
 - ◆ Larger and can be seen, vs pedal cycles and pedestrians
 - ◆ Night - turn signals, lights, horn, larger size
 - ◆ Frame - metal, fiberglass, rubber, etc. that surrounds riders
 - ◆ Slower moving keeps all safer at a slower speed - Slower and larger than a bicycle to keep traffic at good slow speeds - Clermont needs slower
 - ◆ Can be outfitted with seatbelts, doors, and more
 - ◆ Can be insured as can a pedal cycle

The question to the council today...

is not - Are golf carts safe?
or will people operate golf carts safely?

- Where can golf carts can operated safely in
Clermont?

(Very important distinction)

Litigation

Insurance

- ◆ State statute has given golf carts the same requirements as pedal cycles
- ◆ State statute generally holds precedence over local ordinance
- ◆ Recommend - Not regulating beyond the specifics of Florida State Law (See legal opinion)

Regulation

Liability

Infrastructure - Dunedin, FL is a great example!

- ◆ “Dunedin, however, is not a self-contained retirement mecca. We are an increasingly busy international and local tourist destination with State, County, and City-managed roads and no dedicated golf cart-friendly infrastructure. Fortunately, our carting residents now have over 8 years of experience in meshing with vehicular traffic, and though we’re far from perfect, we have a remarkable safety track record.”

<https://dunedingoescarting.com/our-history/>

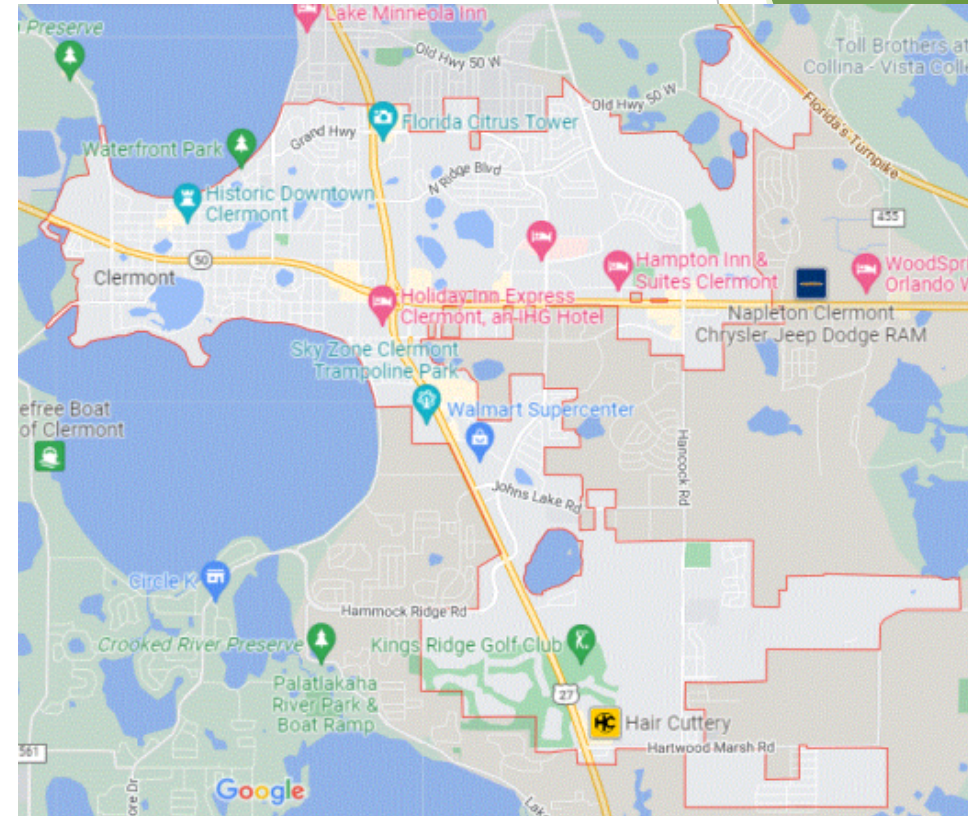
- ◆ Winter Garden - Expanding
- ◆ Oakland - Expanding and connecting



Request...

Where can carts go?

- Grocery
- Restaurants
- Shops and Salons
- Parks
- Schools and library
- Church
- Neighbors, etc.



Current State of Golf Cart Use

Value

- ◆ State of Florida
 - ◆ Cities with ordinances - 27 popular destinations in FL
<https://www.outcoast.com/living-life-in-the-slow-lane-golf-cart-communities-in-florida/>
 - ◆ Counties with ordinances - at least 15 when I stopped counting (including Lake County)
- ◆ Clermont
 - ◆ Many subdivisions using them
 - ◆ Need for fewer cars downtown / construction / space
 - 2 carts or more per space to a car, good over multiple terrains
 - ◆ Residents that want to ride them and have them
 - ◆ High gas prices
 - ◆ Electric and gas - better for environment
 - ◆ Business leaving downtown...instead of staying local

+ Impact for
community

The question to the council today...

Where will you allow the golf carts to operate in Clermont?

It is time.

Florida Attorney General Advisory Legal Opinion

Number: AGO 2003-58

Date: December 15, 2003

Subject: Municipalities, operation of golf carts

Mr. C. David Coffey
Cedar Key City Attorney
Haile Village Center
5346 Southwest 91st Terrace
Gainesville, Florida 32608

RE: GOLF CARTS-MOTOR VEHICLES-MUNICIPALITIES-city may not impose more restrictive regulations for operation of golf carts. ss. 316.006, 316.008, 316.212, 322.04, Fla. Stat.

Dear Mr. Coffey:

On behalf of the City of Cedar Key you ask substantially the following questions:

1. May the City of Cedar Key require that all golf carts operated on public streets within its jurisdiction undergo annual registration and safety inspections and display a decal providing verification of such registration and inspection?
2. May a municipality impose additional safety standards for golf carts that use public streets, including a requirement that golf carts be equipped with rear stop lights meeting the minimum standards in section 316.234(1), Florida Statutes, turn signals meeting the minimum standards in section 316.234(2), Florida Statutes, and safety belts?
3. May the city require that all drivers of golf carts between the ages of 14 and 16 operating on public streets be accompanied by a licensed driver?
4. May the city allow golf carts on county roads within the city's boundaries without the county's approval?

Due to the interrelation of the issues you have raised and the requirements set forth in section 316.212, Florida Statutes, your questions will be answered together.

The City of Cedar Key has historically allowed golf carts[1] to operate on city streets, with certain age and other restrictions. The city recognizes, however, that section 316.212, Florida Statutes, regulates the operation of golf carts and may impact the city's ability to impose local regulations.[2] You state that the city benefits from the use of golf carts on its streets and would like to continue their use with additional

regulations to promote public safety.

Chapter 316, Florida Statutes, Florida's Uniform Traffic Control Law, makes uniform traffic laws applicable throughout the state and its counties and uniform traffic ordinances applicable in all municipalities. [3] While the chapter was enacted to eliminate the "hodgepodge of ordinances which vary as to language and penalty," [4] there are instances where the Legislature has recognized that municipalities may control traffic movement or parking. [5] The statute provides, however, that "[i]t is unlawful for any local authority to pass or to attempt to enforce any ordinance in conflict with the provisions of this chapter." [6] This office has previously concluded that absent express authorization under the Uniform Traffic Control Law, Chapter 316, Florida Statutes, operates to prohibit any local legislation on traffic control or enforcement. [7]

Section 316.212, Florida Statutes, in pertinent part, provides:

"The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, or a city street that has been designated by a city, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

* * *

(4) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(5) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(6) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(7) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a nonmoving violation for infractions of subsections (5) and (6)."

Thus, the statute enumerates the safety equipment and other restrictions, such as the age of the operator, that may be applied to golf carts. It also recognizes that a local government may make a determination that golf carts may be operated during the hours between sunset and sunrise if the cart is equipped with headlights, brake lights, turn signals, and a

windshield. Otherwise, basic equipment required for all golf carts is efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Where the Legislature has prescribed the manner in which something is to be done, it operates as a prohibition against its being done in any other way.[8] Thus, the city is precluded from requiring additional safety equipment or imposing more restrictive operational requirements for golf carts operating within its jurisdiction.

In a previous opinion of this office, it was concluded that a municipality has no authority to impose more restrictive age or licensure requirements for the operation of golf carts than those imposed in section 316.212, Florida Statutes.[9] The rationale of this opinion would apply equally to any additional restrictions imposed by a municipality, such as requiring a licensed adult to accompany operators under the age of 16 or requiring that golf carts be equipped with seat belts.[10]

Moreover, a mandatory local inspection program to ensure compliance with the equipment requirements enumerated in section 316.212, Florida Statutes, would appear to exceed the specific provisions of subsection (7) for enforcement of golf cart operation and equipment, making noncompliance a noncriminal traffic infraction punishable under Chapter 318, Florida Statutes. There is no apparent obstacle to the city offering a voluntary inspection and registration program as a service to those persons operating golf carts within the city's boundaries.

Section 316.008, Florida Statutes, enumerates the powers that may be exercised by local governments relating to streets and highways within their jurisdictions. Relative to your inquiry, a municipality may restrict the use of streets, prohibit or regulate the use of controlled access roadways by any class or kind of vehicle, and prohibit or regulate the use of heavily traveled streets by any class or kind of traffic determined to be incompatible with the normal and safe movement of traffic.[11] None of these authorized areas would appear to allow a municipality to enact an ordinance requiring additional safety equipment on golf carts or restricting the operation of golf carts by persons under the age of 16 to those occasions when they are accompanied by a licensed driver.

Section 316.006(2), Florida Statutes, states that "[c]hartered municipalities shall have original jurisdiction over *all streets and highways located within their boundaries, except state roads*" (e.s.) Counties, however, possess original jurisdiction over *"all streets and highways located within their boundaries except all state roads and those streets and highways specified in subsection (2)"*[12] (e.s.) The plain language of the statute allows municipalities to enforce the uniform traffic laws of Chapter 316, Florida Statutes, on county roads located within their jurisdictions.[13] It would appear, therefore, that municipalities have been granted the authority to designate roads within their jurisdictions, except state roads, upon which golf carts may operate.

Accordingly, it is my opinion that, while the City of Cedar Key may provide a voluntary inspection and registration program for golf carts operating within its jurisdiction, it may not require that all golf carts

operated on its streets undergo annual registration and safety inspections and display a decal providing verification of such registration and inspection. Nor may the city impose additional safety standards or operator qualifications on golf carts beyond those prescribed in section 316.212, Florida Statutes. The city, however, has original jurisdiction over all streets other than state roads located within its boundaries and may authorize the operation of golf carts on county roads located within the city without the county's approval.

Sincerely,

Charlie Crist
Attorney General

CC/tls

[1] Section 320.01(22), Fla. Stat., defines "golf cart" as "a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour."

[2] Recently, this office issued Attorney General Opinion 2003-44, in which it was concluded that motorized scooters, while not "motor vehicles" for purposes of Ch. 316, Fla. Stat., and not eligible for registration under s. 320.02, Fla. Stat., are vehicles for purposes of excluding them from operation on sidewalks and "motor vehicles" for purposes of Ch. 322, Fla. Stat., requiring a license for the individual operator. As noted in the opinion, the Legislature may wish to clarify the inconsistent treatment of motorized scooters under the motor vehicle laws. Unlike motorized scooters, however, the Legislature has authorized the operation of golf carts on the public roads of this state under specific conditions. See also s. 316.2068, Fla. Stat., authorizing the operation of an "electric personal assistive mobility device" on roads with a posted speed limit of 25 miles per hour or less, without need for a license, registration, or insurance.

[3] See s. 316.002, Fla. Stat., setting forth the Legislature's intent in adopting Chapter 316, Fla. Stat.

[4] See Preamble to Ch. 71-135, Laws of Florida, creating Ch. 316, Fla. Stat.

[5] Section 316.008, Fla. Stat., enumerating the powers of local authorities.

[6] See s. 316.002, Fla. Stat.

[7] See Ops. Att'y Gen. Fla. 01-06 (2001), 98-62 (1998) and 98-15 (1998).

[8] See *Alsop v. Pierce*, 19 So. 2d 799, 805 (Fla. 1944) (where Legislature prescribes the mode, that mode must be observed).

[9] See Op. Att'y Gen. Fla. 02-11 (2002).

[10] Cf. Ops. Att'y Gen. Fla. 95-13 (1995) (city may not enact an ordinance that makes the failure to wear a safety belt while operating a vehicle on city streets a primary offense since Legislature has expressly mandated in s. 316.614(9), Fla. Stat., that enforcement of the safety belt law by local governments is only by means of a secondary action when the driver of a vehicle has been detained for a suspected violation of another section of Chs. 316, 320 or 322, Fla. Stat.) and 77-84 (1977) (municipalities not authorized to require that motor-propelled bicycles or moped operators and riders wear protective headgear and eye-protective devices, while operating or riding such bicycle/mopeds within the city limits since the manner and places of their operation, equipment required thereon, and equipment, if any, for the operators or riders thereof is governed by s. 316.111, Fla. Stat., and other related statutes). See also, s. 322.04(1)(e), Fla. Stat., exempting from the requirement of a driver's license "[a]ny person operating a golf cart, as defined in s. 320.01, which is operated in accordance with the provisions of s. 316.212."

[11] Section 316.008(1)(g), (m), and (n), Fla. Stat.

[12] Section 316.006(3)(a), Fla. Stat.

[13] See Op. Att'y Gen. Fla. 01-06 (2001) (municipality may set a 30 mph speed limit on a portion of county road running through a residential district within the municipality).

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, or a municipal street that has been designated by a municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. 335.0415 if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a)

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223.

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less. Golf carts are not titled or registered and are not required to be insured with PIP and PDL coverage. A person must be 14 years or older to operate a golf cart.

RESOLUTION 2017 - ____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA; EXTENDING THE GOLF CART
COMMUNITY WITHIN THE ASTOR FOREST CAMPSITES
NEIGHBORHOOD TO INCLUDE A PORTION OF BLUE CREEK ROAD
(9787A) AS APPROPRIATE FOR THE OPERATION OF GOLF
CARTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 2, 2003, the Lake County Board of County Commissioners approved Ordinance No. 2003-78, permitting the operation of golf carts on the roads and streets of the unincorporated County as specifically designated through a duly enacted resolution of the Board, incorporated into the Lake County Code as Section 15-15; and

WHEREAS, on December 16, 2008 the Lake County Board of County Commissioners approved Ordinance No. 2008-208 permitting the operation of golf carts on Blue Creek Road (9787A) running north/northwest from the Possum Road intersection to the West Otter Road intersection; and

WHEREAS, the citizens of the unincorporated area have now requested to extended the golf cart community area on Blue Creek Rd (9787A) from south of Possum Road, south, to north of Gopher Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida that:

Section 1. The Board of County Commissioners has determined that golf carts may safely travel on or cross the roads and streets designated herein, taking into consideration the speed, volume and character of the motor vehicles using such roads and streets.

Section 2. The road located within the unincorporated area of the Astor Forest Campsites neighborhood are hereby designated as appropriate for the operation of golf carts in accordance with Section 15-15, Lake County Code. This designation shall apply only to the county roads or segments of roads named.

Blue Creek Road running south, from south of Possum Road to north of Gopher Road.

Section 3. All golf carts shall be equipped with efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

Section 4. Golf carts may be operated on the designated roads or streets between the hours before sunrise and after sunset if equipped with, at a minimum; headlights, brake lights, turn signals, a windshield and reflective devices on the sides of the golf cart that could include reflective tape. Golf carts that do not meet the minimum equipment standards for operation between the hours before sunrise and after sunset shall only be permitted to operate between sunrise and sunset.

RESOLUTION 2017 – _____

Section 5. Pursuant to Section 316.212(8), Florida Statutes, unlicensed drivers shall be prohibited from operating golf carts on the county roads or streets listed herein.

Section 6. Nothing herein shall authorize the operation of golf carts on roads or streets within the jurisdiction of the State of Florida or any municipality.

PASSED AND ADOPTED this _____ day of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Timothy I. Sullivan, Chairman

This _____ day of _____, 2017.

Approved as to form and legality:

Melanie Marsh
County Attorney

CAUSEWAY BLVD

CURLEW RD

CURLEW RD

BELCHER RD

CR 1

MICHIGAN BLVD

PATRICIA AVE

PINEHURST RD

SOLOM AVE

BELCHER RD

MAIN ST

MAIN ST

VIRGINIA ST

PATRICIA AVE

DOUGLAS AVE

UNION ST

EDGEWATER DR

N KEENE RD

Note:
Golf cart usage is not permitted on the Pinellas Trail, sidewalks, parks or other portions of City lands unless it is specifically designated. Golf carts are allowed access to Highlander Park using the Patricia Ave Bridge, the Idlewild Bridge (both under construction) and the access path along the south edge of Highlander Park.

DUNEDIN
Home of Honeymoon Island

Golf Cart Map

-  Neighborhood Use Only
-  Prohibited Street Accessibility
-  Trail Accessibility

Permitted Golf Cart Crossings:

-  Palm Blvd at US Alt 19
-  Monroe St at US Alt 19
-  Bass Blvd /Main St at SR580
-  Manor Dr S/Knollwood Dr at Patricia Ave
-  San Christopher Dr at CR1
-  Falcon Dr /Amberlea Dr N at CR1
-  Michigan Blvd at CR1

Detail:

Intersection of Broadway and Main Street is a State jurisdictional area. No golf carts shall be allowed to turn to/from Broadway and Main St at this time. Please utilize Broadway to Scotland St to Douglas Ave as the alternative route to Main St as shown in green.



Please check out our Interactive Map for detailed crossings and trails at: www.dunedingov.com/golfcarts.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Fiscal Year 2023 Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to adopt a Proposed Fiscal Year 2023 Ad Valorem millage rate.		
Staff Report		
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 1st of the proposed ad valorem millage rate for Fiscal Year 2023. The proposed millage rate will be included in the property tax notices mailed to all City property owners by the Lake County Property Appraiser in August. This notice of the proposed millage rate also includes the date of the public hearing to adopt the tentative millage rate which is Wednesday September 7, 2022. The final millage rate for Fiscal Year 2023 will be approved by the City Council at a public hearing on Wednesday September 21, 2022. The final millage may be lower than the proposed millage rate, but may not be higher. It is recommended that the proposed millage rate be adopted based on the options discussed at the budget workshop on July 20, 2022.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 26, 2022		
Agenda Item Name		
Ordinance No. 2022-030 <i>Watercraft Rentals Introduction</i>		
Requested Action		
Recommend approval of Ordinance 2022-030		
Staff Report		
Staff is proposing an amendment to Section 70-56 and 70-57 of the Code of Ordinances related to watercraft rental businesses, addressing concerns raised since Ordinance approval in 2021. The proposed amendment limits the number of Jet Skis available for rent per day and the number of authorized Jet Ski rental companies in operation at the Clermont Boat Ramp. Additionally, the amendment creates a policy that will assist staff in tracking Jet Ski rental usage.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2022-030 - Watercraft Rentals (07.12.2022)	ORD 2022-030 - Watercraft Rentals (07.12.2022).pdf	
2. 2022-030 Legal Ad	2022-030 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-030

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 70, WATERWAYS, ARTICLE III, REGULATIONS FOR PERSONAL WATERCRAFTS, SECTION 70-56, “REQUIREMENTS FOR WATERCRAFT RENTAL BUSINESSES”; SECTION 70-57, “PERMITS FOR WATERCRAFT RENTAL BUSINESSES”; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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

WHEREAS, the City Council determined that it is in the public interest to amend Chapter 70, Waterways, Article III, Regulations for Personal Watercrafts to update the sections on watercraft rental businesses.

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

SECTION1:

Article III, “Regulations for Personal Watercrafts” is hereby amended to read as follows; (note strikethrough indicates removed words and underlined indicates added):

Sec. 70-56. Requirements for watercraft rental businesses

Any business lawfully engaged in the rental, leasing, bailment for consideration, or other provision of transportation for remuneration of watercrafts, for use by the public on any waterway of the City of Clermont, must meet the following requirements:

(1) *Generally*. No person shall offer for rent, lease, or bailment for consideration a personal watercraft which is not registered in the name of the business, which does not have a valid Florida vessel registration number affixed thereon, which does not belong to a watercraft rental business holding a valid permit for such operations, and which does not otherwise comply with the provisions of this section. Commercial operators must keep a copy of their valid permit available at all times during which they perform business.

(2) *Operations offices*. Each watercraft rental business must obtain a business tax receipt which shall be issued to the personal watercraft operations office. The personal watercraft operations office must be located at a land-based site on property not owned by the City of Clermont.



CITY OF CLERMONT
ORDINANCE NO. 2022-030

Commercial operators shall immediately provide a business card, phone number, name, and address for such operations office, upon request from any City of Clermont personnel.

(3) *Permitted operations.* Commercial watercraft businesses are only permitted to operate at the Clermont Boat Ramp to launch watercrafts, retrieve watercrafts, and perform related safety checks. Launching commercial watercrafts or conducting any aspect of business, including without limitation safety checks and retrieval, are not allowed at any other city-owned location. Commercial operators are limited to a maximum of six (6) Jet Skis.

(4) *Procedures.* Except as otherwise provided herein, all transactions related to the watercraft rental, such as payment and reservations of rentals, must occur offsite on property not owned by the City of Clermont. Furthermore, all watercrafts must remain on their trailers until renters appear for their reserved appointment times. ~~Commercial operators are strictly prohibited from beaching watercrafts for staging.~~ Elevator stacking to stage watercraft between rental appointments is permitted for up to one (1) hour. Commercial operators are required to submit the City's rental reservation form electronically twenty-four (24) hours in advance for all rentals. Reservations must be in advance. Same day rental reservations are not permitted. Commercial operators ~~also~~ may not take on-site appointments for reservations.

(5) *Advertisements.* Commercial operators are not permitted to advertise or solicit sales onsite at the Clermont Boat Ramp. This prohibition includes, without limitation, signage, tables, tents, banners, flyers, and in-person solicitation. Commercial operators may, however, feature the name of their company with reasonable branding on their vehicles, watercrafts, and trailers.

(6) *Parking fees.* All commercial operators remain subject to the daily parking fees and regulations posted at the Clermont Boat Ramp.

(7) *Identification of watercrafts.* Identifying markings shall be placed on each watercraft owned or operated by a commercial operator, which must clearly and legibly feature the commercial operator's name.

(8) *Fueling procedures.* Commercial operators may not store fuel tanks on the shoreline. Fueling of watercrafts shall require a spill-proof nozzle or other acceptable device designed for prevention of fuel overflow. Any spillage of fuel onto any City of Clermont beach or into any City of Clermont waterways violates this chapter.

(9) *Safe handling instructions.* Each patron of any commercial operator shall receive rules provided by the operator, which must feature the above-stated regulations in section 70-54 of this chapter. All commercial operators and patrons must also comply with all other boating and personal watercraft provisions existing in state law, such as those found in F.S. § 327.39.

(10) *Violations.* Commercial operators who fail to fully comply with these regulations shall receive an initial warning. A second warning shall require the commercial operator to immediately cease operations and vacate the premises for the remainder of the day. A third violation shall result in the commercial operator forfeiting its permit and its ability to operate on any City of Clermont property.



CITY OF CLERMONT
ORDINANCE NO. 2022-030

(11) *Limitations.* No person or entity shall offer for rent a watercraft ~~or~~ within the City of Clermont except for a commercial operator that fully complies with the regulations set forth in this chapter.

Sec. 70-57. Permits for watercraft rental businesses

(a) Each commercial operator must annually renew its permit and pay the related fee, as set forth by the provisions of this chapter and the city council, respectively. The City will permit a maximum of five (5) commercial watercraft businesses simultaneously. All commercial watercraft businesses with a valid permit on August 9, 2022 will have the opportunity to renew their permit up to 30 days after the expiration date.

(b) The permit provided herein shall include the name and contact information for an authorized representative of the watercraft rental business and the original or an identical copy thereof, shall be prominently displayed at all times on any vehicle, including any trailers, operated or used by the business.

(c) As an additional condition for the approval of the permit hereunder, the water craft rental business shall provide to city in such form as may be required by the city, proof of valid and current general liability insurance, insuring it against all claims made by any person or persons for personal injuries or property damage incurred in connection with the operation of the water craft with minimum policy limits for personal injuries of \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and for property damages of \$100,000.00. The permit shall provide that in the event that said policy is ever canceled or terminated, grantee shall notify city immediately with the name and proof of the replacement insurance carrier and policy.

(d) The city council shall establish, by simple resolution, the annual fee for the permit necessary to operate a watercraft rental business, as required by section 70-55 of this chapter.

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2022-030

SECTION 4: CODIFICATION

The text of Section 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 5: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-030

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 9th day of August, 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

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:	07/12/2022
Order Number:	7474708
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	1	07/26/2022 - 07/26/2022	Govt Public Notices
LEE dailycommercial.com	1	07/26/2022 - 07/26/2022	Govt Public Notices

Total Order Confirmation	\$90.58
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LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, August 9, 2022 at 6:30 PM for the final reading and ordinance adoption.

**ORDINANCE NO. 2022-030
AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 70, WATERWAYS, ARTICLE III, REGULATIONS FOR PERSONAL WATERCRAFTS, SECTION 70-56, "REQUIREMENTS FOR WATERCRAFT RENTAL BUSINESSES"; SECTION 70-57, "PERMITS FOR WATERCRAFT RENTAL BUSINESSES"; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.**

All public meetings are held in the Clermont City Hall, 1st Floor Council Chambers, located at 685 West Montrose Street.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

7474708 July 26, 2022