



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 24, 2023**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested 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. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATIONS

National American Heritage Month
Clermont Fire Department Centennial Celebration

PRESENTATIONS

Florida Festival and Events Sunsational Award
2023 Achievement of Excellence in Procurement Award
Commissioner Parks, Lake County Board of County Commissioners Dist. 2

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 minutes of the October 10, 2023 Council Meeting.

Item No. 2 - Justice Assistance Grant (JAG)

Consider JAG Approval for D-R7024 Award Agreement for undercover technology to improve police-citizen communications by making officers more accessible.

Item No. 3 - Contractor Name Change
Stantec Consulting Services

Consider approval of contractor name change from Cardno Inc. to Santec Consulting Services Inc.

Item No. 4 - Piggyback Contract
Stewart & Stevenson FDDA LLC

Consider approval to piggyback the Osceola County term contract with Stewart & Stevenson FDDA LLC D/B/A/ Florida Detroit Diesel-Allison to provide parts and services for heavy duty trucks and industrial equipment.

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Item No. 5 - Piggyback Contract
Orlando Freightliner, Inc.

Consider approval to piggyback the Osceola County term contract with Orlando Freightliner, Inc. to provide parts and services for heavy duty trucks and industrial equipment.

Item No. 6 - Bid Award
Lake Felter Park

Consider the award to Medley Sports Construction to resurface the basketball court at Lake Felter Park for the budgeted amount of \$69,950.

Item No. 7 - Olympus Design Standards Approval

Consider approval of the Pattern Book and Architectural Standards for the Olympus project.

UNFINISHED BUSINESS

Item No. 8 - Variance Request
274 Crystal Lake Drive

Consider a request for a front yard setback of 15 feet instead of 25 feet for an addition to an existing home and to allow a driveway within five (5) feet of the side yard property line.

NEW BUSINESS

Item No. 9 - Resolution No. 2023-026R
Hancock Commons Apartments CUP

Consider a Conditional Use Permit to allow an apartment community with 230 units to be constructed at the NE corner of Hooks Street and Hancock Road on 20 +/- acres.

Item No. 10 - Variance Request
The Vue at Clermont

Consider a reduction in the fee in lieu of tree replacement for a project within the City of Clermont.

Item No. 11 - Resolution No. 2023-039R
Take 5 CUP

Consider a Conditional Use Permit to allow for an automotive quick lube oil change facility in the C-2 General Commercial zoning district located on a vacant parcel between Roper Blvd and Caspian Lane on the west side of Highway 27.

Item No. 12 - Fee Reduction Request
THE Spring Games

Consider the request for fee reductions for THE Spring Games March 2024 event at Hancock Park.

ADJOURN

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 24, 2023**

Public Notice

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

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

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

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

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

PROCLAMATION

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

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

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

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

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

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

National American Indian Heritage Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of October in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, this year marks the 100th anniversary of when the Clermont Fire Department was organized by Council; and

Whereas, from October 24, 2023 through the next 12 months the Clermont Fire Department will celebrate with the community this Centennial achievement; and

Whereas, the Centennial Celebration will honor the past and present members of the Clermont Fire Department; and

Whereas, the Centennial Celebration commemorates 100 years of service to the community of and around the City of Clermont; and

Whereas, we encourage all Clermont residents to take this opportunity to celebrate and honor the accomplishments and dedication of the Clermont Fire Department.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the year of October 2023 to October 2024 as:

Clermont Fire Department Centennial Celebration

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of October in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, October 10, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Entsuah, Pines and Purvis.

Other City officials present were Development Services Director Henschel, City Attorney Mantzaris, and City Clerk Howe.

City Manager Bulthuis and Council Member Gonzalez were absent.

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain James Pagan gave the invocation followed by the Pledge of Allegiance.

Mayor Murry announced that City Manager Bulthuis was not in attendance and Development Services Director Henschel would be filling in on his behalf.

AGENDA CHANGES

Development Services Director Henschel informed the Council of the following agenda changes:

The Procurement Award will be moved to the October 24, 2023 meeting.

Item No. 7 – Variance Request, Valor Lakes.

This item has been withdrawn. The applicant worked with staff and complied with code.

Item No. 10 – Lien Reduction Request

This item has been withdrawn from the agenda and will be rescheduled to a future meeting.

Item No. 11 – Variance Request, 274 Crystal Lake Drive

Development Services Director Henschel informed the Council this is a request to table the item to October 24, 2023.

Council Member Entsuah moved to table Item 11, Variance Request to October 24, 2023; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

PROCLAMATION

City Clerk Howe read a proclamation recognizing White Cane Safety Day.

Mayor Murry presented the proclamation to Mykal Seaton, New Vision Independence Inc. Mr. Seaton thanked Council and stated that south Lake County is very accessible for those with low vision.

City Clerk Howe read a proclamation recognizing Hispanic Heritage Month.

Mayor Murry presented the proclamation to Roland Nunez. Mr. Nunez, on behalf of the Hispanics of Lake County community, said that they are excited to be part of the community.

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MINUTES
REGULAR COUNCIL MEETING
October 10, 2023

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street – spoke on decorum during Council meetings.

Ruben Jimenez, 556 Autumn Ash Drive – expressed concern with traffic near Highland Ranch subdivision.

Development Services Director Henschel stated that staff will look into the issue.

REPORTS

CITY MANAGER REPORT

Development Services Director Henschel -

- October 17 workshop has been canceled.
- Pig on the Pond is this weekend at Waterfront Park.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Informed Council that the property known as Coastal Investment has filed a petition with the courts to challenge the decision from the appeal of the parking determination at 821 W. Minneola.

CITY COUNCIL REPORT

Council Member Pines –

- National Night Out had a huge turnout, recognizing first responders.
- Attended the Clermont Police Department promotional ceremony. Congratulated all that were promoted.

Council Member Purvis –

- Attended the Clermont Police Department promotional ceremony. Congratulated all that were promoted.

Council Member Entsuh –

- He recognized longtime resident, Mrs. Paula Hoisington, who was sitting in the audience.

Mayor Murry –

- National Night Out last Tuesday was well organized and attended.
- Thanked the Police Department and congratulated those promoted.
- Thanked everyone for the calls and cards regarding the loss of his sister.
- Pig on the Pond will be Friday through Sunday.
- Mayor's luncheon was well attended at the Clermont Café.
- Prayers to the victims in Israel.

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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2023

- | | |
|---|---|
| Item No. 1 – Meeting Minutes | Consider approval of the minutes of the September 12 and 26, 2023 Council Meetings, and September 20, 2023 Final Budget Public Hearing. |
| Item No. 2 – Grant Application and Budget Amendment | Consider approval for submission of Hazard Mitigation Grant Program (HMGP) application for replacement of the emergency generator at Fire Station #3 and budget amendment in the amount of \$117,569. The federal share is \$88,177 and the City's share is \$29,390. . |
| Item No. 3 – Resolution No. 2023-044R | Consider approval of real property list in accordance with Senate Bill 102. |
| Item No. 4 – Resolution No. 2023-045R and Budget Amendment | Consider approval to purchase the property located at 650 W. Montrose Street and a budget amendment in the amount of \$900,000. |
| Item No. 5 – Lake County Sherriff's Office Agreement | Consider approval of LCSO agreement for dispatch services from October 1, 2023 to September 30, 2024 in the budgeted amount of \$484,200. |
| Item No. 6 – Employment Policies Manual Amendment
<i>Storm Leave</i> | Consider amending the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave. |

Council Member Entsuh and Charlene Forth pulled Consent Item No. 4 for further discussion.

Council Member Purvis moved to approve Consent Agenda Items 1, 2, 3 and 5 and 6 as presented; Seconded by Council Member Entsuh. Passed unanimously 4-0 with all members present voicing aye.

Item No. 4 – Resolution No. 2023-045R and Budget Amendment

Charlene Forth, 939 W. Desoto Street - inquired as to what the \$900,000 will be spent on at 650 W. Montrose Street.

Development Services Director Henschel stated that the property is being purchased for the expansion of the administrative staff at Fire Station 1. The funding for this property is coming from impact fees.

Fire Chief Ezell explained that they have been strained with space inside the administration building. Staff had been looking at an additional expansion. Purchasing the building is a cost effective solution. Beyond the purchase of the building there is approximately \$100,000.00 for remodeling and office furniture.

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Council Member Entsuaah questioned the appraisal amount of the property. The property appraised for \$785,000.00, the original asking price was higher but the seller settled on the appraised value.

Fire Chief Ezell stated the cost to build a new facility would be more expensive than the purchase amount of the property and renovations.

Council Member Pines asked staff to explain to residents where impact fees come from and how they can be used.

Development Services Director Henschel explained that any new development, residential and commercial, pay impact fees at the time of permitting. City Attorney Mantzaris added that impact fees are restricted in the type of use. Fire impact fees can only be utilized to expand capacity to provide fire services.

Council Member Purvis moved to accept Item No. 4 on the Consent Agenda; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 7 – *This item was addressed earlier in the meeting.*

Item No. 8 – Ordinance No. 2023-028, General Employee 401 (a) Vesting Change

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT ONE TO THE 401(A) CITY OF CLERMONT DEFINED CONTRIBUTION RETIREMENT PLAN FOR EMPLOYEES; AMENDING THE VESTING PROVISION OF THE PLAN TO FIVE (5) YEARS AND THE “BREAK-IN SERVICE” RULES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Human Resources Director Ohlinger presented the item. The general employee defined contribution plan was established in 2001. The City of Clermont contributes 10% of an employee's salary to this plan. After five years of service, employees are 50% vested and the vesting increases by 10% with each additional year of service, up until ten years of service when an employee becomes fully vested for 100% of the benefit. Staff recommends that the vesting schedule be revised to allow 100% vesting at the completion of five years of service in an effort to become more competitive and improve recruitment and retention. If approved, the change would apply to all eligible actively employed as of today, October 10, 2023. Providing quicker access to retirement benefits can encourage and motivate existing employees to stay with the organization and boost morale and job satisfaction. It can also attract prospective employees by offering more appealing retirement benefits as part of our total compensation package. Additionally, changing the vesting to five years will more closely align with modern workforce trends. The second aspect of the amendment is more administrative in nature. It addresses the Break-In Service rules for re-hired employees. As of October 10, 2023 re-hired employees will be treated as new hires regardless of their Break-In Service.

The City of Clermont budgets and contributes 10% of all general employees' salary to a 401(a) defined contribution plan. Due to the uncertainty of when an employee leaves, it is undetermined what the fiscal impact will be. By approving this amendment tonight, the City will be more competitive in the workforce.

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

Discussion ensued regarding Councils support of this amendment and retaining staff.

Council Member Pines moved to approve Ordinance No. 2023-028; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 9 – Lien Reduction Request

Development Services Planning Manager Kruse stated that this is a request for a Lien Reduction on two parcels of vacant land owned by owner-Ahmad Alyahya. The first parcel is located on Roane Road and is zoned commercial with a future land use of Low Density Residential. The second parcel on North US 27 is zoned commercial with a future land use of commercial.

The Roane Road case was initiated in June of 2018 with a total amount owed \$230,750.00. The north US 27 case was initiated in January of 2022 with a total amount owed \$67,750.00. Both parcels connect and had similar violations: overgrowth, property maintenance, nuisances and temporary structures. Calls came to Code Enforcement from Clermont Police Department in reference to homeless living on the property. After an inspection was conducted, Code Enforcement observed the property was not maintained, along with homeless encampments and trash on these vacant lands. Several attempts to contact owner or any representative were unsuccessful.

Total amount owed on both parcels is \$298,500.00. Clermont Police Department contacted Code Enforcement in March of 2023 advising they were in contact with a representative of the owner who is out of the country. Code Enforcement met with the representative, Mr. Sulemain, on-site in May 2023, who soon after brought both properties into compliance and fines stopped accruing. Mr. Sulemain requested a lien reduction due to the owner attempting to sell the parcels and needs to clear these liens. The applicant is proposing a lien payout of \$29,850.00 from the original amount owed of \$298,500.00, which is 10% of total amount owed.

The applicant, Mr. Sulemain, represents the owner of both properties. Mr. Sulemain is requesting approval of the lien reduction. There was miscommunication between the owner and himself and the notices were being mailed to an incorrect address. He does check the Property Appraisers website for the tax bills but the liens do not show on that site. Once he became aware of the issues with the properties, they were brought into compliance.

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

Council Member Entsuaah asked staff if the Property Appraiser shows when there is a lien on a property. City Attorney Mantzaris stated that liens do not typically show on a general website, a title search on the property would have to be performed to show that information.

Council Member Purvis inquired how the the real estate taxes got paid annually if the tax bill went to the same address the notices of noncompliance were mailed. Mr. Sulemain stated that he was going online to make payment without receiving the tax bill.

Council Member Purvis said he spoke to staff and was informed that the time and finances the City has put into this case is under the \$29,850.00 that the applicant is proposing. Mr. Purvis stated that he would like to accept the offer payable in 30 days.

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Mr. Mantzaris stated for Council to put a set date for payment or the fine will revert back to its original amount.

Mayor Murry stated that as a council, he would like to see a set percentage of how much a fee can be reduced. Previously, Council has reduced fees and he would like to see a consistent percentage across the board.

Council Member Purvis asked for this discussion to be added to a workshop agenda. He stated there is a difference on 10% of \$500.00 and 10% of \$300,000.00.

City Attorney Mantzaris discouraged Council setting a set standard. Code Enforcement fines and liens are determined on three factors based on each specific case: the gravity of the violation, the cooperation of the respondent and whether there have been any previous violations. Those three factors are different on every case. You cannot have a set percentage based on cases because that would be contrary to how the law says the fines and liens are supposed to be viewed.

Furthermore, Mr. Mantzaris stated that he is not suggesting that there should not be a standard that Council uses. There are costs and expenses the city would want to recover, however each case has to be looked at individually and separate.

Council Member Purvis moved to accept Item 9, Lien Reduction request as presented;
Seconded by Council Member Entsuh.

City Attorney Mantzaris clarified that would include payment by November 10, 2023 or will revert back to its original amount of \$298,500.00.

Passed unanimously 4-0 with all members present voicing aye.

Item No. 10 – *This item was addressed earlier in the meeting.*

Item No. 11 – *This item was addressed earlier in the meeting and tabled to the October 24, 2023 meeting.*

City of Clermont
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REGULAR COUNCIL MEETING
October 10, 2023

ADJOURN: With no further comments, this meeting adjourned at 7:22 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2023		
Agenda Item Name		
Justice Assistance Grant (JAG)		
Requested Action		
Staff Report		
CALLYO CALLS is a unique product specifically engineered to assist law enforcement engaged in undercover investigations. This product allows officers to communicate with suspects and/or witnesses in a case while working in an undercover capacity. The CALLYO account allows the investigator to make continuous texts and calls to the suspect from an undercover line, but still allows the investigator to receive the calls via an agency cell phone. CALLYO is widely used among federal, state, and local law enforcement agencies.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$4,920.00	10521-55400-21054	\$4,920.00
\$1,735.00	10521-55401-21054	\$1,735.00
Exhibits Attached (copies of original agreements)		
1. D-R7024 JAG	D-R7024 JAG.pdf	

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City Of Clermont
Recipient SAM UEI: T36XEEDA7QZ3
Award Number: R7024
Award Period: 10/01/2023 – 09/30/2024
Award Title: D-R7024: CALLYO CALLS
Federal Funds: \$6,655.00
Matching Funds: \$0.00
Total Funds: \$6,655.00
CFDA: 16.738
Federal Award Number: 15PBJA-22-GG-00656-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City Of Clermont (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide Quarterly Payment Requests to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7024
Award Title: D-R7024: CALLYO CALLS
Award Period: 10/01/2023 – 09/30/2024

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

9/27/23

**Recipient
City Of Clermont**

Signature: _____

Typed Name and Title: Tim Murry, Mayor

Date: _____

9.25.23

*** If using a designee, sign in the "Chief Official Designee" section below. ***

**Chief Official Designee (optional)
City Of Clermont**

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7024
Recipient:	City Of Clermont
Award Title:	D-R7024: CALLYO CALLS
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

Technology is an important part of a police officers daily function and is always ever-changing. The top priority of the Clermont Police Department is to keep up with the enhancements to technology and to provide officers with the most up to date technology. Currently, the Clermont Police Department does not have any specific technology that compares to what the product Callyo Calls has to offer. The agency typically borrows from other agencies when conducting investigations requiring this technology.

The main purpose of Callyo Calls is to focus on helping the public by equipping emergency management with better technology. It improves police-citizen communications and community relations by making officers more accessible, with the perks of not giving out personal phone numbers. Officers are able to call citizens from a local number, where citizens have the ability to send a push notification requesting a call back. This diverts millions of calls away from dispatch each year.

Scope of Work

This funding will allow the Clermont Police Department to continue to enhance the apartments abilities to render high-quality services to the community. The police department is looking to purchase a subscription for Callyo Calls, which can assist in investigations to protect child victims of internet crimes, victims of human trafficking, and other vulnerable demographics by enabling investigators to perform their jobs with greater efficiency. The Clermont Police Department will be participating in an on-site training. This training is limited to up to seven (7) people, with 5 included in the price. The grant will also pay for 2 additional officers to attend this training.

Appendix B - Deliverables

Award Number: R7024
Recipient: City Of Clermont
Award Title: D-R7024: CALLYO CALLS
Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay for a 1-year subscription for Callyo Calls.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,920.00

Deliverable 2	Recipient will use federal grant funds to pay for on-site training that is associated with the Callyo Calls subscription.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$1,735.00

Appendix C - Approved Budget

Award Number:	R7024		
Recipient:	City Of Clermont		
Award Title:	D-R7024: CALLYO CALLS		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$6,655.00	\$0.00	\$6,655.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
Subscriptions	Subscriptions	\$4,920.00	\$0.00	\$4,920.00
	1 subscription contract for 1 year @ \$4,920.00 that allows use to utilize Callyo services.			
	Any funds over the allocated amount will be covered by the City of Clermont			
	The subscription will be prorated based on the number of days in the month and the number of months that it is valid.			
	No subscription outside of the award period will be reimbursed			
Training	Training for Callyo Calls includes on-site training (no travel expenses)	\$1,735.00	\$0.00	\$1,735.00
	Dates: TBA			
	Training is associated with the subscription for a total of 7 users, only 5 users are included in the subscription cost. 2 additional users @ \$408.00 each = \$816.00			
	On-site training cost: 1 * \$1,150.00			
	Total training cost: \$1,966 ; only requesting \$1,735.			

The City of Clermont will be responsible for covering any overages.

H. Other Costs Subtotal:	\$6,655.00
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Appendix D: Award Contacts

Award Number: R7024
Recipient: City Of Clermont
Award Title: D-R7024: CALLYO CALLS
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jason Sayre
Title: Lieutenant
Address: 3600 S US 27
Clermont, FL 34711
Phone: 3525368413
Email: jsayre@clermontfl.org

Recipient Chief Official (CO)

Name: Tim Murry
Title: Mayor
Address: 685 W. Montrose St
Clermont, FL 34711
Phone: 3523944081
Email: tmurry@clermontfl.org

Recipient Chief Financial Officer (CFO)

Name: Scott Borrer
Title: Director
Address: 685 W. Montrose St
Clermont, FL
Phone: 352 241 7368
Email: sborrer@clermontfl.org

Recipient Additional Point of Contact (POC)

Name: Scott Keys
Title: Finance
Phone: 3522437324
Email: skeys@clermontfl.org

Appendix E: Special Conditions

Award Number: R7024
Recipient: City Of Clermont
Award Title: D-R7024: CALLYO CALLS
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- W0001 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must provide a management response in regards to findings noted on the Single Audit for the year ending September 30, 2021 to the Office of Criminal Justice Grants.
- S0002 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0003 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- W0004 WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for training registrations for Callyo Calls, the Recipient must submit an amendment to modify the budget narrative to clearly define the costs to be included, the destination, dates of training, and an approximate total.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the

Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of

any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of

Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eecp.htm>).

3.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

4.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not

be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor

refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision,

the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed

budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

- 3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
- 27.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 19.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

- 20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2023		
Agenda Item Name		
Contractor Name Change <i>Stantec Consulting Services</i>		
Requested Action		
Requesting approval of contractor name change from Cardno Inc. to Stantec Consulting Services Inc.		
Staff Report		
It is recommended that the Council approve a consent of assignment to an agreement with Cardno, Inc. (hereinafter referred to as "Cardno"). The company Cardno, a supplier under contract for asset management software services, was acquired by Stantec Consulting Services, Inc. The company providing current services is now under the name of Stantec Consulting Services, Inc. and acquired Cardno contractual responsibilities. Stantec Consulting Services, Inc. is bound to and agrees to the price, terms, and conditions set forth in the original agreement.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. STANTEC CONSULTING AQUISITION NOTICE	STANTEC CONSULTING AQUISITION NOTICE.pdf	

To: File

From: Crystal Luckwell

File: 1198-99000

Date: September 7, 2022

NOTE: ATTACHMENTS ARE SAVED IN PDF.

Re: Acquisition of Cardno USA, Inc. and Cardno Canada Holdings Limited

This memo details the steps by which Mustang Acquisition Holdings Inc., a Delaware corporation ("**MAHI**"), which is wholly owned and controlled by Stantec Inc., a Canadian corporation ("**Stantec**" or the "**Ultimate Parent Company**"), acquired Cardno USA, Inc., a Delaware corporation ("**CUSA**") and Cardno Canada Holdings Limited, an Ontario corporation ("**CCHL**") and their subsidiaries.

1. On October 21, 2021, MAHI entered into a Share Purchase Agreement (the "**Purchase Agreement**") with Cardno Limited, an Australian public company ("**Cardno**"). Pursuant to the Purchase Agreement, MAHI agreed to acquire all the issued and outstanding shares of CUSA and CCHL from Cardno. Attached to this memo is a copy of the first 9 pages from the Purchase Agreement, the Dictionary pages, and the Execution pages.
2. On December 8, 2021, the closing deliverables in relation to the Purchase Agreement were exchanged and the Closing Funds were released (the "**Completion Date**").
3. In accordance with the terms of the Purchase Agreement, CUSA and CCHL became wholly owned subsidiaries of MAHI which, in turn, is wholly owned by Stantec. At the Completion Date, CUSA had seven (7) subsidiaries and CCHL had one (1) subsidiary. Attached to this memo is a copy of the Organization Chart on the Completion Date.
4. On December 8, 2021, MAHI entered into a Share Purchase Agreement with Stantec Consulting Ltd. ("**SCL**") to acquire all the issued and outstanding shares of CCHL. Attached to this memo is a copy of the Share Purchase Agreement.
5. On December 31, 2021, Articles of Dissolution for Cardno S&E Limited ("**CSEL**") were filed with the Ontario Ministry of Government and Consumer Services. Attached to this memo is a copy of the Certificate and Articles of Dissolution. Effective the same date, as part of the wind-up process, all assets and liabilities of CSEL were transferred to its sole shareholder, CCHL.
6. On December 31, 2021, Articles of Dissolution for CCHL were filed with the Ontario Ministry of Government and Consumer Services. Attached to this memo is a copy of the Certificate and Articles of Dissolution. Effective the same date, as part of the wind-up process, all assets and liabilities of CCHL were transferred to its sole shareholder, SCL.
7. On June 30, 2022, CUSA was merged with and into Stantec Consulting Services Inc. ("**SCSI**"). Attached to this memo is a copy of the Certificate of Merger issued by the Delaware Secretary of State. As a result of the merger, SCSI is the parent company of Cardno, Inc.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, October 24, 2023		
Agenda Item Name		
Piggyback Contract Stewart & Stevenson FDDA LLC		
Requested Action		
Requesting approval to piggyback the Osceola County term contract number AR-23-13747-MB with Stewart & Stevenson FDDA LLC D/B/A/ Florida Detroit Diesel-Allison to provide parts and services for heavy duty trucks and industrial equipment.		
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 Osceola County number AR-23-13747-MB , to provide parts and services for heavy duty trucks and industrial equipment. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 24-016 to notify local vendors of the City's intent to utilize another governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Osceola County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial three (3) year term agreement. Based on this, staff recommends that the City Council approve the piggyback of Osceola County contract number AR-23-13747-MB. This contract will provide parts and services for heavy duty trucks and industrial equipment for the Fleet Division. The estimated value is \$75,000.00 for the initial term of the contract. The contract start date is October 24, 2023. Staff estimates that approximately \$25,000 will be spent annually starting with the 2024 budget year. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on 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 City's best interest 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 value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective division. Staff estimates \$25,000 will be spent annually starting with the 2024 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$25,000.00	49534-54601 R/M, 41533-54601 R/M, 42535-54601 R/M 45538-54601 R/M 10522-64601	\$300,000.00

Exhibits Attached (copies of original agreements)	
1. Agreement - AR-23-13747-MB	Agreement - AR-23-13747-MB.pdf
2. AR-23-13747-MB APPROVED	AR-23-13747-MB APPROVED.pdf
3. Tabulation Sheet	Tabulation Sheet.pdf
4. RFI 24-016	RFI 24-016.pdf

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and STEWART & STEVENSON FDDA LLC D/B/A/ FLORIDA DETROIT DIESEL-ALLISON, 601 West 38th Street, Houston , Texas 77018, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for parts and service for County owned machines, heavy duty trucks, and industrial equipment utilizing Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions, Pursuant to AR-23-13747-MB; and

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

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

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

SECTION 1. **TERM.**

The term of this Agreement shall begin on July 1, 2023, and continue through June 30, 2026, and may be extended when in the best interest of the County.

SECTION 2. **SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

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

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

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

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

SECTION 4. **STANDARD OF CARE.**

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

SECTION 5. **COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) annually, for a total not to exceed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. **TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. **PAYMENT WHEN SERVICES ARE TERMINATED.**

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

SECTION 8. **INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
 - 1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. DAMAGE to RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
 4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
- a. The name of the insured CONTRACTOR,
 - b. The specified job by name and job number,
 - c. The name of the insurer,
 - d. The number of the policy,
 - e. The effective date,
 - f. The termination date,
 - g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Osceola County Board of County Commissioners c/o Director of Human Resources 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9.

COUNTY OBLIGATIONS.

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

SECTION 10.

ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 12. **PUBLIC RECORDS.**

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records

required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. **INDEPENDENT CONTRACTOR.**

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

SECTION 14. **APPLICABLE LICENSING.**

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

SECTION 15. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. **INDEMNIFICATION.**

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

SECTION 17. **SOVEREIGN IMMUNITY.**

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

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 19. **BINDING EFFECT.**

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

SECTION 20. **ASSIGNMENT.**

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

SECTION 21. **SEVERABILITY.**

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

SECTION 22. **WAIVER.**

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

SECTION 23. **NOTICE.**

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

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONTRACTOR:	Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison 601 West 38 th Street Houston, Texas 77018

SECTION 24. **MODIFICATION.**

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

SECTION 25. **HEADINGS.**

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

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

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

SECTION 27. **CONFLICT OF INTEREST.**

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

SECTION 28. **PUBLIC ENTITY CRIMES.**

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

SECTION 29. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired

employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. **JOINT AUTHORSHIP.**

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

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

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

SECTION 32 **AUDITING, RECORDS, AND INSPECTION.**

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

SECTION 33. **PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this

Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

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

Daniel Bean, Interim Fleet Manager
Osceola County Fleet Management Department
3860 Old Canoe Creek Road
Saint Cloud, Florida 34769
Phone: 407-742-7545
Email: Daniel.bean@osceola.org

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

Gregory Kline, Facility & Parts Manager
Stewart & Stevenson FDDA LLC
d/b/a Florida Detroit Diesel-Allison
6850 President Drive
Orlando, Florida 32809
Phone: 407-402-7573
Email: G.kline@kirbycorp.com

SECTION 34. PUBLIC EMERGENCIES.

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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Don F. Mann*
County Manager/Designee

Date: 6/26/2023

**STEWART & STEVENSON FDDA LLC, D/B/A
FLORIDA DETROIT DIESEL-ALLISON**

By: *Donald F. Mann*

Print: Donald F. Mann

Title: President

Date: June 1, 2023

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was executed before me this 1st day of June 2023, by Donald F. Mann as President of Stewart & Stevenson FDDA, LLC, d/b/a Florida Detroit Diesel-Allison, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced is personally known to me as identification.

Alice C. Sabin
NOTARY PUBLIC, State of Florida

(stamp)

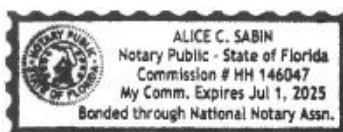


Exhibit "A"
Scope of Services

1. **Scope of Services:** CONTRACTOR will provide OEM (Original Equipment Manufacturer) Service and Parts for COUNTY owned machines, heavy duty trucks, and other industrial equipment utilizing Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions, to include, but not limited to, Gradall Excavating Equipment, Fire Apparatus, Construction Equipment, and Generators.
2. **Supplier Certifications:** CONTRACTOR shall be trained and certified to provide OEM Parts and Service for Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions.
3. **Location:** CONTRACTOR must have a Parts and Service Center/Location within 100 miles of Osceola Fleet Services located at: 3860 Old Canoe Creek Road, Saint Cloud, Florida 34769.
4. **Delivery:** It is understood that items ordered by the COUNTY shall be made within (4) four hours of order placement unless otherwise specified or agreed upon by authorized personnel. Next day shipping shall be made available for items out of stock or stocked outside of the local area. Items ordered shall be delivered between the hours of 6:00 AM and 2:30 PM, Monday through Friday to:

Osceola County Fleet Services
3860 Old Canoe Creek Road
Saint Cloud, Florida 34769

The COUNTY reserves the right to change or add locations for delivery throughout the term of the awarded contract. All deliveries shall be "Inside Delivery" at specified locations.

Delivery must be inspected by the COUNTY to confirm the quantity and content of the delivery is consistent with the quantity and content of the order.

5. **Quality:** All Parts and Materials shall be of first use, and free of any defects such as cracks, splits, wear, corrosion, or other deficiencies not noted herein. The CONTRACTOR shall represent and warrant that the parts, materials, supplies, or other are New OEM, and not used or reconditioned, unless agreed upon by authorized personnel.

The County Contract Manager may approve the CONTRACTOR to utilize or provide equivalent non-OEM parts to facilitate repairs when deemed appropriate and necessary.

6. **Warranty:** All Parts and Materials shall be guaranteed for a minimum of 90 days from the date of purchase, and the CONTRACTOR shall supply and honor all manufacturers' warranties.

All repairs performed by the CONTRACTOR will come with a minimum warranty of 90 days for both parts and labor.

7. **Service:** The COUNTY will send vehicles and equipment out for repairs and service. The CONTRACTOR will provide service based on the hourly labor rate in Exhibit "B" attached hereto for service for both a standard and overtime or after-hours rate. Any overtime rates shall only be used with prior approval from the County Contract Manager.

8. **Contractor Responsibilities:** The CONTRACTOR shall employ Factory Trained and Certified Technicians to complete COUNTY work and repairs. The CONTRACTOR shall be an authorized warranty repair center for the OEM for which they are submitting a bid.

All repair work requested by the COUNTY shall be considered critical and be given the utmost attention and priority.

9. **Packaging and Returns:** Parts and materials returned by the COUNTY to the CONTRACTOR shall not incur shipping, handling, open package, and/or restocking charges of fees. Any items ordered and received in error by the COUNTY shall be returned at the County's expense.

There shall be no minimum required order quantities or dollar amounts.

The COUNTY reserves the right to return parts for full credit that have become obsolete within the COUNTY fleet.

10. **Pricing:** CONTRACTOR shall only provide pricing for which they are manufacturer trained and certified to provide OEM parts and service. The CONTRACTOR shall provide confirmation of OEM certification upon request.

The labor rate shall include all miscellaneous fees to include but not be limited to, shop supplies, environmental fees, and disposal fees. The CONTRACTOR shall not charge any additional fees in addition to or over and above the stated labor rate.

11. **Catalogue/Electronic Price Listing:** The CONTRACTOR shall obtain new catalogs published and provide the COUNTY with the corresponding pricing sheet. Name and effective dates of catalog shall be stated on the bid schedule and a copy of each catalog or electronic link for on-line catalog shall be submitted with the bid response to be considered for award. The successful Bidder shall be responsible for submitting each successive catalog to Procurement Services and the Corrections Department throughout the term of the contract at least twenty (20) days prior to the effective date. Discounts will be taken off the most current catalog submitted. Catalogs and its corresponding pricing sheet can only be updated once annually; however, the discounts submitted on price sheet must remain firm throughout the Agreement term.

12. **Price Increases:** Prices shall not be increased through the first anniversary of the contract. Requests for changes in bid prices may be considered annually at time of contract renewal and shall be submitted in writing not less than sixty (60) days prior to the proposed date of change, and then only in the same proportion that changes have occurred on the manufacturer's latest published price lists, discount schedules, federal price index, or other means of positive verification. The County shall have the right to accept or reject any proposed change(s) in any of the originally offered prices or discount.

Exhibit "B"
Pricing Schedule

Lot 1 – Detroit Diesel Engine/Mercedes Truck Engine OEM Parts and Service

Parts Discount

Item	Description	<i>Discount % off List Price</i>
1.	Detroit Diesel OEM Parts	20%
2.	Mercedes Truck Engine OEM Parts	20%
3.	Aftermarket Brands (OEM Quality)	N/A

Labor Rates

1.	Service Labor Rate (Per Labor Hour)	\$172.00
2.	Mobile Labor Rate (Per Labor Hour) (If available)	\$172.00
3.	Overtime or After-Hours Labor Rate (Per Labor Hour)	\$258.00

Lot 2 – Allison Transmission OEM Parts and Service**Parts Discount**

Item	Description	Discount % off List Price
1.	Allision Transmission OEM Parts	25%
2.	Aftermarket Brands (OEM Quality)	N/A

Labor Rates

1.	Service Labor Rate (Per Labor Hour)	\$172.00
2.	Mobile Labor Rate (Per Labor Hour) (If available)	\$172.00
3.	Overtime or After-Hours Labor Rate (Per Labor Hour)	\$258.00



County Manager Approval Form

Procurement Services Office

1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
Phone 407 742 0900 Fax 407 742 0901

Procurement Services
Director Approval

RJ 5/30/2023
Initial & Date

Date: May 30, 2023	Division/Office: Fleet Management	Requestor: Daniel Bean
A total of \$994,751 is appropriated in Account 5104138541-5462000 of which \$ 150,000 is available for this purpose.		
Procurement Summary: Request the County Manager approve and sign the service agreements with Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison of Houston, Texas, and Orlando Freightliner, Inc., of Apopka, Florida, to provide parts and service for County owned machines, heavy duty trucks, and other industrial equipment on an as-needed basis. Estimated expenditures shall not exceed \$150,000 annually combined, for a total not to exceed \$450,000 beginning July 1, 2023, through June 30, 2026.		
- This engagement provides for service and parts for County owned machines, heavy duty trucks, and other industrial equipment utilizing Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions on an as needed basis. - A solicitation was issued on April 2, 2023, with a due date of May 16, 2023. - The project was advertised in the legal notices section of the Orlando Sentinel on April 2, 2023, and in the Osceola News Gazette on April 6, 2023. - This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which a total of 754 notifications were sent, resulting in a total of four (4) plan holders downloading the solicitation documents. - The legal advertising and the uploading into the VendorLink system resulted in a total of two (2) responses received by the due date and time, with no responses received from Osceola County vendors. - The Project Manager for this agreement is Daniel Bean, Interim Fleet Manager. - Staff recommends approval and award.		
Tracking/Requisition Number	Vendor/Contractor	Amount Requested
AR-23-13747-MB	1. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison 2. Orlando Freightliner, Inc.	\$150,000 annually
	Total:	\$450,000
Office/Dept. Manager: <i>John Jeannin</i>		Date: 6/16/2023
Department Director/Administrator: <i>Jimmy D. O'Neil</i>		Date: 06/20/2023
County Attorney: N/A		Date:
<u>COUNTY MANAGER APPROVAL/DATE</u>		
Please return completed form to Procurement Services <i>Don Fisher</i>		6/26/2023
Donald S. Fisher, County Manager/Designee		Date
For Procurement Office Use Only	Procurement Analyst: Melissa Baumwell	Date: May 19, 2023

Attachments: _____

Procedures: Pursuant to section 3.2-2 (A) of the Osceola County Administrative Code, the County Manager is authorized to award contracts with a not-to-exceed value of \$150,000.00, per year, for a maximum of \$450,000 combined including all renewals. The Procurement Services Director is required to report such contracts to the Board on a monthly basis. The County Manager Approval Form (CMA) shall be submitted to the Procurement Services Office for review and approval prior to submittal to the County Manager. CMA(s) may be submitted to the County Attorney's Office for review and approval. As applicable, documentation shall be included from the Procurement Services Office and/or requesting Division/Office which indicates that competition was obtained. Original CMA will be returned to the Procurement Services Office and forwarded to the Clerk of the Board once reporting requirements are completed.



OSCEOLA COUNTY Solicitation Tabulation Sheet

Procurement Services
1 Courthouse Square,
Suite 2300

Kissimmee, FL 34741

Phone: (407) 742-0900

Fax: (407) 742-0901

Solicitation Number: AR-23-13747-MB

Solicitation Title: OEM Service and Parts for Detroit Diesel, Mercedes Engines and Allison Transmissions

Solicitation Opening Date: May 16, 2023

Bid Opening Time: 2:00 PM

VENDOR NAME→

Orlando Freightliner, Inc.
 9600 Satellite Boulevard
 Orlando, Florida 32837

Stewart & Stevenson FDDA LLC
 dba Florida Detroit Diesel-Allision
 6850 President Drive
 Orlando, Florida 32809

Solicitation Evaluation Category

Lot 1 - Detroit Diesel Engine/Mercedes Truck Engine OEM Parts and Service

Discount % off List Price

Discount % off List Price

Parts Discount

Detroit Diesel OEM Parts

10%

20%

Mercedes Truck Engine OEM Parts

10%

20%

Aftermarket Brands (OEM Quality)

10%

Labor Rates

Labor Rate

Labor Rate

Service Labor Rate (Per Labor Hour)

\$192.00

\$172.00

Mobile Labor Rate (Per Labor Hour)

No Bid

\$172.00

Overtime or After Hours Labor Rate (Per Labor Hour)

No Bid

\$258.00

Certifications Provided

Yes

Yes

Lot 2 - Allison Transmission OEM Parts and Service

Discount % off List Price

Discount % off List Price

Parts Discount

Allison Transmission OEM Parts

No Bid

25%

Aftermarket Brands (OEM Quality)

No Bid

Labor Rates

Labor Rate

Labor Rate

Service Labor Rate (Per Labor Hour)

No Bid

\$172.00

Mobile Labor Rate (Per Labor Hour)

No Bid

\$172.00

Overtime or After Hours Labor Rate (Per Labor Hour)

No Bid

\$258.00

Certifications Provided

No Bid

Yes

NOTE: [ENTER ANY APPLICABLE NOTATIONS OR DISCLOSURES NEEDED HERE]

Rules: Failure to file a Notice of Protest within the time prescribed in Section 3.5-1 (B) of the Osceola County Administrative Code, shall constitute a waiver of rights. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Services Office, by 5:00 pm on the third business day after the Notice of Intent to Award is posted. All bids accepted by the County are subject to the County's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect unless receiving prior consideration and approval of the County in the form of Addenda to this bid.

VERIFIED BY: Melissa Baumwell



REQUEST FOR INFORMATION

RFI 24-016

INTENT TO UTILIZE THE OSCEOLA COUNTY CONTRACT TO PROVIDE PARTS AND SERVICES FOR HEAVY DUTY TRUCKS

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: September 12, 2023

DEADLINE FOR QUESTIONS: September 20, 2023

RESPONSE DEADLINE: September 20, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Osceola County Contract to Provide Parts and
Services for Heavy Duty Trucks

- I. Introduction
- II. Response Procedures.....

Attachments:

E - OpenGov Vendor Registration

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Osceola County Contract to Provide Parts and Services for Heavy Duty Trucks

1.2. Contact Information

Tim Cayton

Operation Chief / Fleet

400 12th St

Clermont, FL 34711

Email: tcayton@clermontfl.org

Phone: [\(352\) 394-7177](tel:(352)394-7177)

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	September 12, 2023
Question Deadline	September 20, 2023, 12:30pm
Response Deadline	September 20, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. 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. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Stewart & Stevenson FDDA LLC D/B/A/ Florida Detroit Diesel-Allison
- B. Contract Number and Title: AR-23-13747-MB OEM Service and Parts for Detroit Diesel, Mercedes Engines and Allison Transmissions
- C. Length of Contract: Through June 30, 2026
- D. Product or Service Provided: To provide parts and services for heavy duty trucks and industrial equipment.
- E. Estimated Annual Expenditure: \$40,000

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, September 20, 2023 to advise whether your company can provide any of the products or services mentioned above.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date										
Tuesday, October 24, 2023										
Agenda Item Name										
Piggyback Contract <i>Orlando Freightliner, Inc.</i>										
Requested Action										
Requesting approval to piggyback the Osceola County term contract with Orlando Freightliner, Inc. to provide parts and services for heavy duty trucks and industrial equipment.										
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 Osceola County number AR-23-13747-MB , to provide parts and services for heavy duty trucks and industrial equipment. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 24-016 to notify local vendors of the City's intent to utilize another governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Osceola County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial three (3) year term agreement. Based on this, staff recommends that the City Council approve the piggyback of Osceola County contract number AR-23-13747-MB. This contract will provide parts and services for heavy duty trucks and industrial equipment for the Fleet Department. The estimated value is \$75,000.00 for the initial term of the contract. The contract start date is October 24, 2023. Staff estimates that \$25,000 will be spent annually starting with the 2024 budget year.										
Additional Analysis										
Fiscal Impact Summary										
Funding will be determined on a project-by-project basis and funded by the respective division. Staff has estimated expenses will be approximately \$25,000 annually starting with 2024 budget.										
Fiscal Impact	Fund Number and Description	Available Budget Amount								
\$25,000.00	49534-54601 R/M, 41533-54601 R/M, 42535-54601 R/M 45538-54601 R/M 10522-64601	\$300,000.00								
Exhibits Attached (copies of original agreements)										
<table border="0"> <tr> <td>1. AR-23-13747-MB - APPROVED</td> <td>AR-23-13747-MB - APPROVED.pdf</td> </tr> <tr> <td>2. Agreement AR-23-13747-MB</td> <td>Agreement AR-23-13747-MB.pdf</td> </tr> <tr> <td>3. Tabulation Sheet</td> <td>Tabulation Sheet.pdf</td> </tr> <tr> <td>4. RFI 24-017</td> <td>RFI 24-017.pdf</td> </tr> </table>			1. AR-23-13747-MB - APPROVED	AR-23-13747-MB - APPROVED.pdf	2. Agreement AR-23-13747-MB	Agreement AR-23-13747-MB.pdf	3. Tabulation Sheet	Tabulation Sheet.pdf	4. RFI 24-017	RFI 24-017.pdf
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2. Agreement AR-23-13747-MB	Agreement AR-23-13747-MB.pdf									
3. Tabulation Sheet	Tabulation Sheet.pdf									
4. RFI 24-017	RFI 24-017.pdf									



County Manager Approval Form

Procurement Services Office

1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
Phone 407 742 0900 Fax 407 742 0901

Procurement Services
Director Approval

RJ 5/30/2023
Initial & Date

Date: May 30, 2023	Division/Office: Fleet Management	Requestor: Daniel Bean
A total of \$994,751 is appropriated in Account 5104138541-5462000 of which \$ 150,000 is available for this purpose.		
Procurement Summary: Request the County Manager approve and sign the service agreements with Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison of Houston, Texas, and Orlando Freightliner, Inc., of Apopka, Florida, to provide parts and service for County owned machines, heavy duty trucks, and other industrial equipment on an as-needed basis. Estimated expenditures shall not exceed \$150,000 annually combined, for a total not to exceed \$450,000 beginning July 1, 2023, through June 30, 2026.		
- This engagement provides for service and parts for County owned machines, heavy duty trucks, and other industrial equipment utilizing Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions on an as needed basis. - A solicitation was issued on April 2, 2023, with a due date of May 16, 2023. - The project was advertised in the legal notices section of the Orlando Sentinel on April 2, 2023, and in the Osceola News Gazette on April 6, 2023. - This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which a total of 754 notifications were sent, resulting in a total of four (4) plan holders downloading the solicitation documents. - The legal advertising and the uploading into the VendorLink system resulted in a total of two (2) responses received by the due date and time, with no responses received from Osceola County vendors. - The Project Manager for this agreement is Daniel Bean, Interim Fleet Manager. - Staff recommends approval and award.		
Tracking/Requisition Number	Vendor/Contractor	Amount Requested
AR-23-13747-MB	1. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison 2. Orlando Freightliner, Inc.	\$150,000 annually
	Total:	\$450,000
Office/Dept. Manager: <i>John Jeannin</i>		Date: 6/16/2023
Department Director/Administrator: <i>Jimmy A. Olore</i>		Date: 06/20/2023
County Attorney: N/A		Date:
<u>COUNTY MANAGER APPROVAL/DATE</u>		
Please return completed form to Procurement Services <i>Don Fisher</i>		6/26/2023
Donald S. Fisher, County Manager/Designee		Date
For Procurement Office Use Only	Procurement Analyst: Melissa Baumwell	Date: May 19, 2023

Attachments: _____

Procedures: Pursuant to section 3.2-2 (A) of the Osceola County Administrative Code, the County Manager is authorized to award contracts with a not-to-exceed value of \$150,000.00, per year, for a maximum of \$450,000 combined including all renewals. The Procurement Services Director is required to report such contracts to the Board on a monthly basis. The County Manager Approval Form (CMA) shall be submitted to the Procurement Services Office for review and approval prior to submittal to the County Manager. CMA(s) may be submitted to the County Attorney's Office for review and approval. As applicable, documentation shall be included from the Procurement Services Office and/or requesting Division/Office which indicates that competition was obtained. Original CMA will be returned to the Procurement Services Office and forwarded to the Clerk of the Board once reporting requirements are completed.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and ORLANDO FREIGHTLINER, INC., 2455 SOUTH ORANGE BLOSSOM TRAIL, APOPKA, FLORIDA 32703, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for parts and service for County owned machines, heavy duty trucks, and industrial equipment utilizing Detroit Diesel Engines, Mercedes Engines, and Allison Transmissions, Pursuant to AR-23-13747-MB; and

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

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

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

SECTION 1. **TERM.**

The term of this Agreement shall begin on July 1, 2023, and continue through June 30, 2026, and may be extended when in the best interest of the County.

SECTION 2. **SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

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

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

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

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

SECTION 4. **STANDARD OF CARE.**

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

SECTION 5. **COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) annually, for a total not to exceed amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. **TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. **PAYMENT WHEN SERVICES ARE TERMINATED.**

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

SECTION 8. **INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
 - 1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. DAMAGE to RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
 4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
- a. The name of the insured CONTRACTOR,
 - b. The specified job by name and job number,
 - c. The name of the insurer,
 - d. The number of the policy,
 - e. The effective date,
 - f. The termination date,
 - g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. **COUNTY OBLIGATIONS.**

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

SECTION 10. **ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11.**APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 12.**PUBLIC RECORDS.**

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records

required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

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

SECTION 14. APPLICABLE LICENSING.

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

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. **INDEMNIFICATION.**

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

SECTION 17. **SOVEREIGN IMMUNITY.**

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

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 19. **BINDING EFFECT.**

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

SECTION 20. **ASSIGNMENT.**

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

SECTION 21. **SEVERABILITY.**

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

SECTION 22. **WAIVER.**

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

SECTION 23. **NOTICE.**

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

COUNTY: Osceola County
 Attention: Procurement Services
 1 Courthouse Square, Suite 2300
 Kissimmee, Florida 34741

CONTRACTOR: Orlando Freightliner, Inc.
 2455 South Orange Blossom Trail
 Apopka, Florida 32703

SECTION 24. **MODIFICATION.**

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

SECTION 25. **HEADINGS.**

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

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

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

SECTION 27. **CONFLICT OF INTEREST.**

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

SECTION 28. **PUBLIC ENTITY CRIMES.**

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

SECTION 29. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired

employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. **JOINT AUTHORSHIP.**

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

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

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

SECTION 32 **AUDITING, RECORDS, AND INSPECTION.**

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

SECTION 33. **PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this

Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

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

Daniel Bean, Interim Fleet Manager
Osceola County Fleet Management Department
3860 Old Canoe Creek Road
Saint Cloud, Florida 34769
Phone: 407-742-7545
Email: Daniel.bean@osceola.org

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

Tod Chapman, Parts Representative
Orlando Freightliner, Inc.
2455 South Orange Blossom Trail
Apopka, Florida 32703
Phone: 407-859-6799
Email: tchapman@orlandofreightliner.com

SECTION 34. PUBLIC EMERGENCIES.

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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
County Manager/Designee

Date: 6/26/2023

ORLANDO FREIGHTLINER, INC.

By: [Signature]

Print: JOHN TACCAAT

Title: VICE-PRESIDENT

Date: 6/8/23

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this 8th day of June, 2023, by Tony Ballerino as controller of Orlando Freightliner, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced Driver's license as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(stamp)

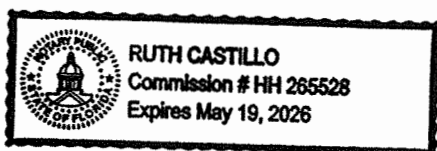


Exhibit "A"
Scope of Services

1. **Scope of Services:** CONTRACTOR will provide OEM (Original Equipment Manufacturer) Service and Parts for COUNTY owned machines, heavy duty trucks, and other industrial equipment utilizing Detroit Diesel Engines and Mercedes Engines, to include, but not limited to, Gradall Excavating Equipment, Fire Apparatus, Construction Equipment, and Generators.
2. **Supplier Certifications:** CONTRACTOR shall be trained and certified to provide OEM Parts and Service for Detroit Diesel Engine and Mercedes Engines.
3. **Location:** CONTRACTOR must have a Parts and Service Center/Location within 100 miles of Osceola Fleet Services located at: 3860 Old Canoe Creek Road, Saint Cloud, Florida 34769.
4. **Delivery:** It is understood that items ordered by the COUNTY shall be made within (4) four hours of order placement unless otherwise specified or agreed upon by authorized personnel. Next day shipping shall be made available for items out of stock or stocked outside of the local area. Items ordered shall be delivered between the hours of 6:00 AM and 2:30 PM, Monday through Friday to:

**Osceola County Fleet Services
3860 Old Canoe Creek Road
Saint Cloud, Florida 34769**

The COUNTY reserves the right to change or add locations for delivery throughout the term of the awarded contract. All deliveries shall be "Inside Delivery" at specified locations.

Delivery must be inspected by the County to confirm the quantity and content of the delivery is consistent with the quantity and content of the order.

5. **Quality:** All Parts and Materials shall be of first use, and free of any defects such as cracks, splits, wear, corrosion, or other deficiencies not noted herein. The CONTRACTOR shall represent and warrant that the parts, materials, supplies, or other are New OEM, and not used or reconditioned, unless agreed upon by authorized personnel.

The County Contract Manager may approve the Contractor to utilize or provide equivalent non-OEM parts to facilitate repairs when deemed appropriate and necessary.

6. **Warranty:** All Parts and Materials shall be guaranteed for a minimum of 90 days from the date of purchase, and the CONTRACTOR shall supply and honor all manufacturers' warranties.

All repairs performed by the CONTRACTOR will come with a minimum warranty of 90 days for both parts and labor.

7. **Service:** The COUNTY will send vehicles and equipment out for repairs and service. The CONTRACTOR will provide service based on the hourly labor rate in Exhibit "B" attached hereto

for service for both a standard and overtime or after-hours rate. Any overtime rates shall only be used with prior approval from the County Contract Manager.

8. **Contractor Responsibilities:** The CONTRACTOR shall employ Factory Trained and Certified Technicians to complete COUNTY work and repairs. The CONTRACTOR shall be an authorized warranty repair center for the OEM for which they are submitting a bid.

All repair work requested by the COUNTY shall be considered critical and be given the utmost attention and priority.

9. **Packaging and Returns:** Parts and materials returned by the COUNTY to the CONTRACTOR shall not incur shipping, handling, open package, and/or restocking charges of fees. Any items ordered and received in error by the COUNTY shall be returned at the County's expense.

There shall be no minimum required order quantities or dollar amounts.

The COUNTY reserves the right to return parts for full credit that have become obsolete withing the COUNTY fleet.

10. **Pricing:** CONTRACOTR shall only provide pricing for which they are manufacturer trained and certified to provide OEM parts and service. The CONTRACTOR shall provide confirmation of OEM certification upon request.

The labor rate shall include all miscellaneous fees to include but not be limited to, shop supplies, environmental fees, and disposal fees. The CONTRACTOR shall not charge any additional fees in addition to or over and above the stated labor rate.

11. **Catalogue/Electronic Price Listing:** The CONTRACTOR shall obtain new catalogs published and provide the COUNTY with the corresponding pricing sheet. Name and effective dates of catalog shall be stated on the bid schedule and a copy of each catalog or electronic link for on-line catalog shall be submitted with the bid response to be considered for award. The successful Bidder shall be responsible for submitting each successive catalog to Procurement Services and the Corrections Department throughout the term of the contract at least twenty (20) days prior to the effective date. Discounts will be taken off the most current catalog submitted. Catalogs and its corresponding pricing sheet can only be updated once annually; however, the discounts submitted on price sheet must remain firm throughout the Agreement term.

12. **Price Increases:** All Bid prices on the Bidding Pages shall not be increased through the first anniversary of the contract. Requests for changes in bid prices may be considered annually at time of contract renewal and shall be submitted in writing not less than sixty (60) days prior to the proposed date of change, and then only in the same proportion that changes have occurred on the manufacturer's latest published price lists, discount schedules, federal price index, or other means of positive verification. The County shall have the right to accept or reject any proposed change(s) in any of the originally offered prices or discount.

Exhibit "B"
Pricing Schedule

Lot 1 – Detroit Diesel Engine/Mercedes Truck Engine OEM Parts and Service

Parts Discount

Item	Description	Discount % off List Price
1.	Detroit Diesel OEM Parts	10%
2.	Mercedes Truck Engine OEM Parts	10%
3.	Aftermarket Brands (OEM Quality)	10%

Labor Rates

1.	Service Labor Rate (Per Labor Hour)	\$192.00
2.	Mobile Labor Rate (Per Labor Hour) (If available)	N/A
3.	Overtime or After-Hours Labor Rate (Per Labor Hour)	N/A



OSCEOLA COUNTY Solicitation Tabulation Sheet

Procurement Services
1 Courthouse Square,
Suite 2300

Kissimmee, FL 34741

Phone: (407) 742-0900

Fax: (407) 742-0901

Solicitation Number: AR-23-13747-MB

Solicitation Title: OEM Service and Parts for Detroit Diesel, Mercedes Engines and Allison Transmissions

Solicitation Opening Date: May 16, 2023

Bid Opening Time: 2:00 PM

VENDOR NAME→

Orlando Freightliner, Inc.
9600 Satellite Boulevard
Orlando, Florida 32837

Stewart & Stevenson FDDA LLC
dba Florida Detroit Diesel-Allision
6850 President Drive
Orlando, Florida 32809

Solicitation Evaluation Category

Lot 1 - Detroit Diesel Engine/Mercedes Truck Engine
OEM Parts and Service

Discount % off List Price

Discount % off List Price

Parts Discount

Detroit Diesel OEM Parts

10%

20%

Mercedes Truck Engine OEM Parts

10%

20%

Aftermarket Brands (OEM Quality)

10%

Labor Rates

Labor Rate

Labor Rate

Service Labor Rate (Per Labor Hour)

\$192.00

\$172.00

Mobile Labor Rate (Per Labor Hour)

No Bid

\$172.00

Overtime or After Hours Labor Rate (Per Labor Hour)

No Bid

\$258.00

Certifications Provided

Yes

Yes

Lot 2 - Allison Transmission OEM Parts and Service

Discount % off List Price

Discount % off List Price

Parts Discount

Allison Transmission OEM Parts

No Bid

25%

Aftermarket Brands (OEM Quality)

No Bid

Labor Rates

Labor Rate

Labor Rate

Service Labor Rate (Per Labor Hour)

No Bid

\$172.00

Mobile Labor Rate (Per Labor Hour)

No Bid

\$172.00

Overtime or After Hours Labor Rate (Per Labor Hour)

No Bid

\$258.00

Certifications Provided

No Bid

Yes

NOTE: [ENTER ANY APPLICABLE NOTATIONS OR DISCLOSURES NEEDED HERE]

Rules: Failure to file a Notice of Protest within the time prescribed in Section 3.5-1 (B) of the Osceola County Administrative Code, shall constitute a waiver of rights. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Services Office, by 5:00 pm on the third business day after the Notice of Intent to Award is posted. All bids accepted by the County are subject to the County's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect unless receiving prior consideration and approval of the County in the form of Addenda to this bid.

VERIFIED BY: Melissa Baumwell



REQUEST FOR INFORMATION

RFI 24-017

INTENT TO UTILIZE THE OSCEOLA COUNTY CONTRACT TO PROVIDE PARTS AND SERVICES HEAVY DUTY TRUCKS

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: September 12, 2023

DEADLINE FOR QUESTIONS: September 20, 2023

RESPONSE DEADLINE: September 20, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Osceola County Contract to Provide Parts and
Services Heavy Duty Trucks

- I. Introduction
- II. Response Procedures.....

Attachments:

E - OpenGov Vendor Registration

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Osceola County Contract to Provide Parts and Services Heavy Duty Trucks

1.2. Contact Information

Tim Cayton

Operation Chief / Fleet

400 12th St

Clermont, FL 34711

Email: tcayton@clermontfl.org

Phone: [\(352\) 394-7177](tel:(352)394-7177)

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	September 12, 2023
Question Deadline	September 20, 2023, 12:30pm
Response Deadline	September 20, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. 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. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Orlando Freightliner
- B. Contract Number and Title: AR-23-13747-MB OEM Service and Parts for Detroit Diesel, Mercedes Engines and Allison Transmissions
- C. Length of Contract: Through June 30, 2026
- D. Product or Service Provided: To provide parts and services for heavy duty trucks and industrial equipment.
- E. Estimated Annual Expenditure: \$40,000

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, September 20, 2023 to advise whether your company can provide any of the products or services mentioned above.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2023		
Agenda Item Name		
Bid Award <i>Lake Felter Park</i>		
Requested Action		
Requesting approval of bid award and contract with Medley Sports Construction to resurface the basketball court at Lake Felter park in the amount of \$69,950.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. The Parks and Recreation Department contacted the Procurement Services Department to determine the most effective manner to contract a company to resurface Lake Felter park basketball court. The Procurement Services Department issued a Request for Bid (RFB) number 24-004 to acquire these services. The RFB was fully completed, advertised, and complies with the City of Clermont Procurement Policy. There were three (3) responses to the RFB. The work involves the resurfacing of the west side basketball court at Lake Felter park. The award is being recommended to the low responsive and responsible bidder, Medley Sports Construction, in the total amount of \$69,950 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$69,950 is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$105,000. Department Account Code: 12572-66300		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 24-004 Evaluation Tabulation	RFB 24-004 Evaluation Tabulation.pdf	
2. RFB 24-004 Notice of Intent to Award	RFB 24-004 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 24-004

Lake Felter Park Basketball Court Resurfacing

RESPONSE DEADLINE: October 12, 2023 at 2:00 pm

Report Generated: Friday, October 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Medley Sports Construction	\$69,950.00
Court Surfaces	\$178,800.00
Sport Surfaces, LLC.	\$239,900.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Court Surfaces		Medley Sports Construction		Sport Surfaces, LLC.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Lake Felter Park - West Basketball Court Resurfacing	1	Lump Sum	\$178,800.00	\$178,800.00	\$69,950.00	\$69,950.00	\$239,900.00	\$239,900.00
Total						\$178,800.00		\$69,950.00		\$239,900.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-004
Lake Felter Park Basketball Court Resurfacing

RESPONSE DEADLINE: October 12, 2023 at 2:00 pm

Friday, October 13, 2023

After the careful and thorough review of all responses received to solicitation number RFB 24-004 titled Lake Felter Park Basketball Court Resurfacing, the City hereby issues this Award Recommendation to the following company:

Medley Sports Construction

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2023		
Agenda Item Name		
Olympus Design Standards Approval		
Requested Action		
Recommend approval of the proposed Pattern Book and Architectural Standards.		
Staff Report		
Olympus Sports and Entertainment (OSE) project was originally approved by City Council on May 14, 2019 and later amended in 2021 (Ordinance 2021-027). OSE is a mixed-use development focusing on health and wellness while offering entertainment, medical, office, commercial, and residential opportunities. The vision of Olympus was to have unique architectural standards within the community. As part of the developmental approval, a condition was added to the PUD that allowed Olympus to come back to the City Council and present specific architectural standards for the community. The applicant, Mike Carroll and his team, has prepared the Pattern Book (56 pages) for City Council consideration.  CITY OF CLERMONT ORDINANCE NO. 2021-027 produces an event type and specific procedural guidelines for Public Safety/City Manager review and approval. f. All indoor and Outdoor Entertainment will use City standard until the applicant produces an event type and specific procedural guidelines for Public Safety/City Manager review and approval. g. Industrial use/Waste related services will use City standard. h. Architectural standards will use City standards until Architectural Plans have been reviewed and approved by City Council. i. Definitions specific for Olympus Sports and Entertainment will use City standard until further clarified by the applicant. While City staff is not fully versed in their architectural styles, one main component is the use of the Olympus CDD Architectural Review Board. On page 4 of the Pattern Book, it states "The Olympus CDD Architectural Review Board shall provide a submittal indicating approval or approval with conditions for all proposed buildings prior to City submission for review & permitting. The ARB review shall identify compliance with all authentic standards and/or where they may be modified. If modified, a narrative shall be supplied indicating each modification and justification for approval." This will be a requirement for building permit submission and review. This will ensure the Architectural Review Board has reviewed the proposed building and has agreed that the proposed design meets the Pattern Book. City staff has worked with the applicant in drafting this Pattern Book and is in support of the proposed Pattern Book and Architectural Design Standards, with a final published date of September 18, 2023.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Olympus Pattern Book -GBW-9-18-2023	Olympus Pattern Book -GBW-9-18-2023.pdf	



Pattern Book & Architectural Design Standards

PREPARED FOR:
Olympus Orlando Holdings, LLC.

TEAM:
Andrew Georgiadis
Jose Venegas
Michael Carroll
Gary Hoyt
Chris Gallagher
Brian Wheeler

COLLABORATORS:

Hoyt Architects
1527 2nd St.
Sarasota, FL 34236
941-366-6066
www.hoytarchitects.com



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email: info@plusurbia.com

Published Sept 18, 2023. Miami, Florida.



Pattern Book & Architectural Design Standards

OLYMPUS

Executive Summary

The Olympus Pattern Book and Architectural Standards is meant to ensure quality design, though many designers and architects will shape the development over several years. One of the best ways to create sustainable townscapes is to ensure that buildings have a long useful life and that their embodied energy is not lost due to demolition. In order for buildings to be preserved after many generations, their chances for survival are increased if they exhibit attractive proportions and authentic details. Buildings that are cherished are more sustainable than buildings that are not. This Pattern Book assists the designers in creating buildings that will be cherished over the years and imbuing them with enduring value.



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Overview & Purpose

The Olympus Pattern Book and Architectural Standards is meant to ensure quality design though many designers and architects will shape the development over several years. It sets forth the typical characteristics and necessary ingredients for street-friendly, authentic, durable, and climate-responsive buildings. These are presented in three ways. First, a stylistic description will illustrate the three styles selected for Olympus. Second, a palette of building types will depict the ways that the various building types shape the public realm. Third, a look at the tectonics, or architectural details, that are commonly found in those styles and building types will be drawn in order to ensure constructional honesty and aesthetics. **All of the exhibits have as their goal the enhancement of the public realm and creating a townscape of enduring value.** Together, they are intended to accentuate the themes of wellness, health, and sustainability.

How to Use this Document

First, consult the Style Guide and select a style for the building, taking note of the typical characteristics of the style. Second, consult the Building Type Guide for a list of building types. Check that the design has the necessary attributes for the chosen building type. Third, check the Tectonics/Architectural Details Guide

to look at each aspect of the design to ensure that the authentic rather than the inauthentic rendition has been used in the design. Be aware of exceptions to certain tectonic standards that are related to a certain style or variant of the detail.

Conflicts & Procedure

If the Olympus Architectural Pattern Book and PUD Development Standards are silent on a matter, the Wellness Way Design Guidelines & Standards contained within the applicable sections from 2.3.2 to 2.3.8 shall be utilized. Section 2.3.6 of City Ord. # 2022-019 shall apply to all building facades adjacent to public streets or CDD streets. For Special Purpose Buildings providing for Sports & Event functions, the Mixed-Use portions of the building configured as a liner along street frontages, shown in PUD exhibit E-2, shall satisfy the referenced standard for its overall length & height which may be less than the limits of the Special Purpose Building.

The Olympus CDD Architectural Review Board shall provide a submittal indicating approval or approval with conditions for all proposed buildings prior to City submission for review & permitting. The ARB review shall identify compliance with all authentic standards and/or where they may be modified. If modified, a narrative shall be supplied indicating each modification and justification for approval.

Typology (Building Types)

Introduction

This section presents the typical building types that will constitute the urban fabric of Olympus. Each building type has its own set of characteristics that facilitate a certain use or uses for that building. By following building type standards, a designer can make a commercial space more viable, or accentuate the privacy of residences despite their shallow front setbacks or achieve increased density at a human scale.

Anatomy of a Row House

The row house is a common building type of historic cities around the world. They occur in England, the Mediterranean Countries, Australia, and American Cities such as New York, Baltimore, Philadelphia, Boston, and Savannah.



Neighboring row house properties either have a shared, fire-rated party wall, or have redundant party walls that touch each other. In both cases, there is a 0 foot side setback. Ideally, the party walls should be redundant and not shared so that each row house is structurally independent from its neighbor.

Party walls, whether shared or redundant, should clear the roof line and be visible, in Masonry Caribbean Architecture. In Modern Andalusian and Contextual Modernist, the party wall does not typically punctuate the roofline.

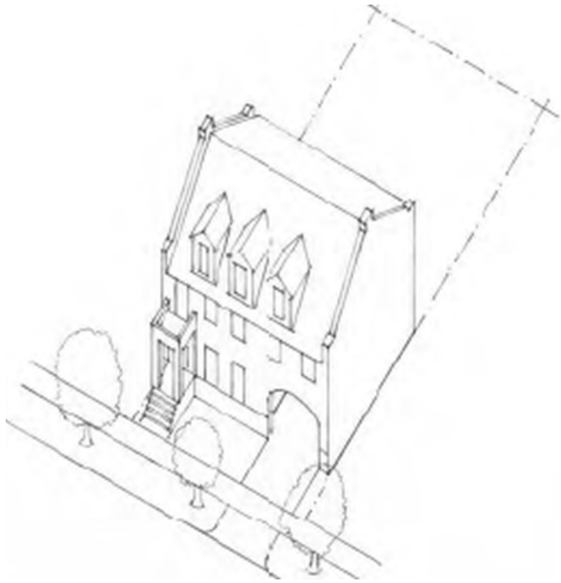
Row houses are economical because they can be repeated in "rows." Row houses are a way to provide significant density, housing type diversity, and affordability/attainability while maintaining a human scale in the neighborhood.

The typical height of 2-4 stories reduces or eliminates the need for elevators. Row houses



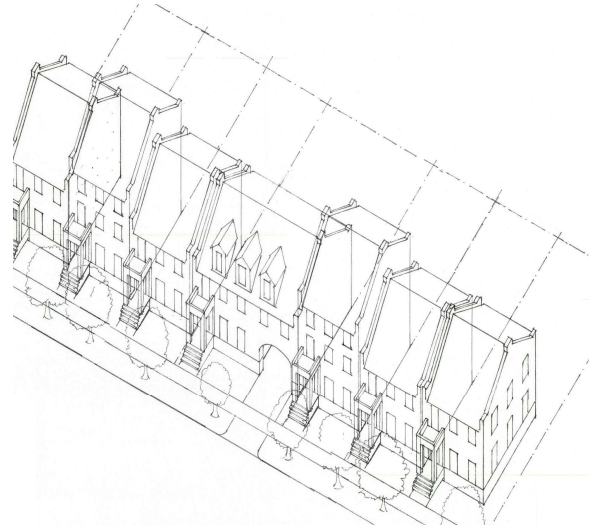
shall be rear-loaded for parking access.

That is to say, a row house is only allowed if a functional alley exists to provide parking access to the property, or if the site plan creates an alley along the rear of the property or properties for that purpose. Row houses should provide a front stoop or porch,



elevated above the sidewalk for privacy by at least 24 inches.

This "X-Ray" drawing shows a series of fee-simple row houses and their property lines. This illustrates that a few small variations in a row houses (such as varying stoop



configuration, sill or lintel height, eave or roof detail, or number of floors) can provide a varied streetscape even with a repeated house type.



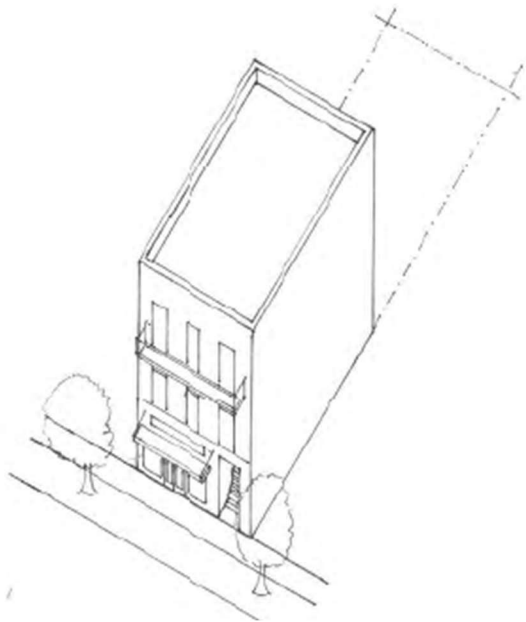
Typically, row houses vary in width from 16 feet to 40 feet. If a row house is used as a building type for a multi-family development, in contrast with a single family attached, fee-simple development, then it is less common for the party-wall to clear the roof and punctuate the roofline, and the party wall is often one shared wall between units.

In the case of exceptionally wide rowhouses, a front-loaded condition may occur if there is a parking court in the rear, which is accessed by means of an archway from the front. If the lot

has a minimum width of 36 feet and no alley can be created, then the rowhouse may be front-loaded, provided that there is habitable space above the pass-through arch or carport. The typical row house has blank party walls, with windows facing the street and the rear garden/parking court, but the end units have abundant windows facing the side yard or side street.

Anatomy of a Live-Work

A Live Work Unit combines a dwelling unit with a non-residential space. The non-residential space may be directly connected to the unit or have a separate entrance. A live work unit may be attached or detached. If the live work unit is attached to its neighbors, its party walls behave



similarly to those found in rowhouses (single family attached). The non-residential space should be at the ground floor, and the residential space should be on upper stories.

Live Work Units depicted are approximately 24 feet wide. They are “three-bay” units. Two thirds of the width of the first stories are dedicated to a home business or non-residential use. The remaining third is an entranceway that leads to an internal staircase to the residential units above. Some units are used as “zero commute” workplace environments, while others lease the first story non-residential space to a tenant. Though the floorplans are similar, each unit has a different appearance achieved by varying window sill and header height, materials and color, and by differing cornices and balconies.

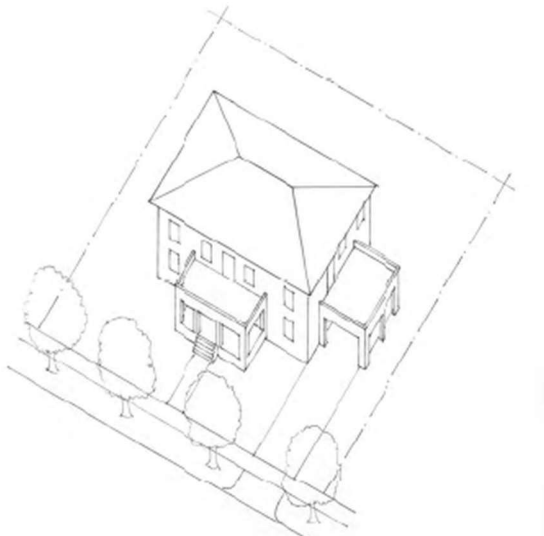


Anatomy of a Villa

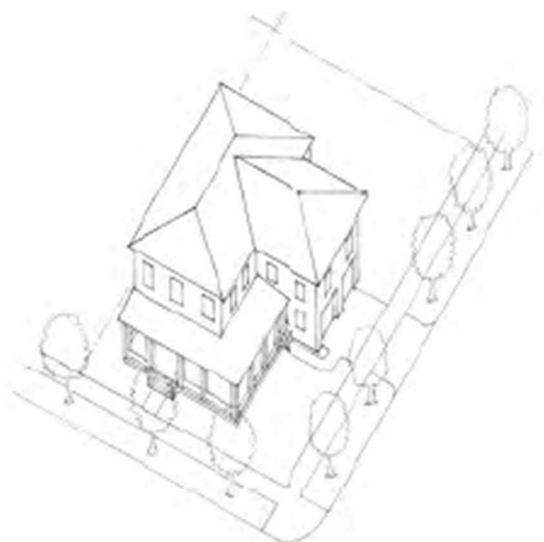
This building type is also called an “all yard house” because it has a yard on all four sides.

Porches and stoops often encroach into the front setback.

For corner lots (lots that have more than one front



line): garage doors should face the alley or the side street.



Anatomy of a Mixed-Use Building

A Mixed-Use Building features offices at the first story and residential/lodging units above, or retail



at the first story with office and/or residential/lodging units above. A neighborhood or district with an abundance of this building type is walkable due to the convenience of multiple uses within close proximity to each other. This building type is also a tool for achieving C.P.T.E.D., as different parts of the building may be inhabited at different parts of the day, thereby ensuring that throughout the day and after sunset, there may be natural surveillance of the street that the building faces. Storefronts should be sheltered by an awning, marquee, gallery, or arcade.

If the building has a zero side setback, it can have blank party walls. If located at a corner, with two frontages or if set back from its neighbors, it would

have windows on all facades that are setback from their neighbor or located on a corner.



Multi Family Variants

In the case of a multi-family building, or portions of a mixed-use building that have residential units at the ground floor, it is important to provide individual entrances directly from the units to the sidewalk. The common practice of having internally



accessed units without stoops along the sidewalk tends to deprive the street of pedestrians rather than enliven it.

Anatomy of a Commercial Building

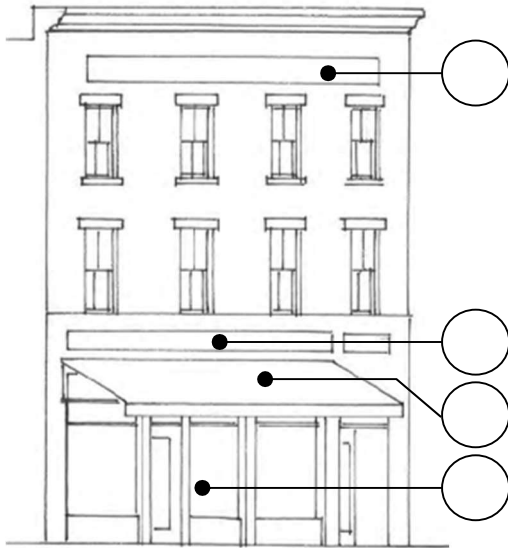


Commercial Buildings are similar to Mixed-use buildings, but they lack upper stories of office or residential use. Commercial buildings should be designed to be friendly to the street by providing adequate glazing and transparency at the ground floor. For both commercial buildings and mixed-use buildings with retail at the ground floor, sills should be low to the ground, usually no higher than 24" from the



sidewalk, so that merchandise can be clearly displayed.

Storefront Standards



1. A sign band may be located near the cornice or parapet of the building, above the awning/marquee, or along the front flap of the awning.
2. Provide shelter for the pedestrian in the form of an awning, marquee, gallery, arcade or balcony.
3. Provide a vestibule or indentation in the storefront so that doors do not swing into the public right-of-way and in order to create more window display viewing.

Office Variants



Buildings used purely for offices or employment tend to have the storefronts omitted from the ground floor.

Restaurant Variant



Anatomy of a Parking Garage

Any side of a parking garage facing a street, park, or waterbody should be lined by habitable space on all floors.



If there is insufficient lot depth for the creation of a liner building (for instance, lot depths less than 135'), then the following design principles should be followed to encourage the future retrofit of the garage as well as to improve its appearance:

Use vertically-proportioned windows or openings that look like the windows found in neighboring buildings. Avoid the use of large horizontal openings that are typical of many parking garages.



Exception: contextual modernist garages may use an artistic or biophilic screening pattern

or vertical gardens to mask exposed parking floors.

Sloped floors should never face a street, park, or body of water. Sloped floors create an uneasy feeling of sinking or they may recall seismic damage. Using sloped floors along primary frontages also prevents them from being retrofitted to habitable space in the future.

Create a generous floor-to-ceiling height that is similar to that of surrounding buildings.

Generally, ten to twelve feet of clearance from floor to underside of the slab or underside of girders can allow for plumbing and ducts to be installed in the future if retrofit is contemplated for the garage. If retail or habitable space is not provided at the ground floor, use a taller floor-to-ceiling dimension of minimum fourteen feet to allow for retrofit of the ground floor in the future.

Minimize curb cuts along streets by placing most entrances or exits in the rear, preferably serviced by an alley or rear lane. If a curb cut along the street is unavoidable, use single car width arches or openings in order to minimize the gaping 'hole' at ground level.



Varying massing and cornice level along long block faces also diminishes the feeling of relentlessness that plagues many parking



garages.

If unlined, a more modern garage can also have active ground floor uses and innovative screening or ventilation openings on the upper floors.

Anatomy of Special Purpose Buildings

Many of the large civic buildings in Olympus are designed for athletics. These include stadia, arenas, and indoor sport courts. These are the monumental anchors of Olympus, and should reinforce that idea with their larger



scale. The civic buildings should dominate the surrounding urban fabric due to their size and architecture, and serve as focal points for day-to-day life in Olympus.



Over time, it is possible that certain sites would be reserved for other types of civic



buildings such as places of worship, libraries, and government buildings.

Stadia and Arenas

Stadia, arenas, and enclosed ball courts may present a special challenge due to their windowless nature. It is best practice to move however much of the program that requires windows, to the streetside of the building, so that the streets do not suffer from uninterrupted stretches of blank wall.

Hotels

Hotels are detailed similarly to a multi family residential building, but usually have a covered drop-off area at the main entrance. Oftentimes, this necessitates a deeper setback from the street, or the ability to cross the sidewalk with the car drop-off lane. In contrast to a multi family building, hotels tend to have fewer balconies or none at all.

Hospitals and Clinics

Hospitals and clinics tend to resemble office buildings but also may feature covered car drop-off areas, valet areas, or covered areas for ambulances and emergency vehicles to easily access the building. Though hospitals have been designed with large floor plates and few windows, it has been shown that exposure to views and natural light may aid in the healing process as well as positively affect mental and emotional health.

Styles

Why These Styles?

The following styles: Masonry Caribbean, Modern Andalusian, and Contextual Modernist, have been chosen in order for Olympus to achieve certain goals. These goals can be grouped into four broad categories:

Climate responsive. All three styles use different tectonic methods to answer the question of how to shade windows and doorways in order to reduce cooling loads. They employ higher than normal floor-to-ceiling height, which combined with cross ventilation and smaller building footprints, allows for buildings to be comfortable even without air conditioning.

Street-Friendly. Each of the styles can create a sense of articulation and visual interest for the public spaces and streets that the buildings shape. Through each style it is possible to accentuate natural surveillance by providing abundant doors and windows facing the public realm, though the window types and configurations may differ between styles.

Harmonious. Because of some sharing of proportions, materials, and colors, with the white-washed or lightly colored facades predominating, the three styles are able to ‘talk to each other’ on the same streetscape and are good neighbors to each other.

Market-Friendly. The three styles allow for enough contrast that they will each appeal to different segments of the market. They allow for a reassessment of which style ought to be used and where, based upon sales and leasing in Olympus.

Masonry Caribbean

Masonry Caribbean, also known as ‘Anglo-Caribbean,’ is a style found throughout many Islands and the coastlines that define the Caribbean Sea. The name ‘Masonry Caribbean’ is used because the style is not limited to former English Colonies as ‘Anglo’ would seem to suggest. In the Caribbean during the period spanning 1500-1900, European sensibilities in architecture were fused with local and native building traditions. The high rainfall and temperatures provoked the need for a set of climate responses that could make buildings comfortable despite harsh conditions and the threat of hurricanes and tropical storms. Some of the tectonics that distinguish this style are described below.



Excellent examples of this style are also found in historic cities of Florida, such as Saint Augustine. Generally, ground floors are thick masonry walls,



usually stuccoed, but sometimes featuring exposed stone and joints. A base of thicker masonry may be located at the floor level or sill level of the ground floor. Perimeter walls may continue as garden walls to define yards and courtyards. Overhangs are deep so that rain is carried away from windows and doors and the plane of the wall. Often, roofs can be designed so that water is directed to rain barrels and cisterns. In the Caribbean and in Florida, there is a distinct wet and dry season, which makes this a logical approach. Windows and doors tend to be tall, and interior spaces tend to be airy. This is particularly useful in the cooler and drier months of the year and allows the building to be comfortable even without air conditioning. The combination of cross-ventilation and high ceilings allows for

windows to be left open and a better connection between indoors and outdoors.

Often, facades have balconies, usually built in wood that project over ground floor doors and windows, providing shade for the glass. These balconies are set on brackets, which can have a variety of expressions and configurations. Sometimes a roof changes angle so that there is a steep portion and then a less steep portion near the eaves. This is meant to shed rainwater as far as possible from the perimeter wall and allows the covered balconies to have higher ceilings than if there were just one roof slope. Operable shutters, either louvered, board and batten, or Bahama style, protected the inhabitants from hurricane winds in the past. The shutters can be colored differently from house to house, which allows for additional variety even if the body color of the houses is similar.

Coastal Caribbean

A prominent regional variant employs all that has been described in the Masonry Caribbean, with the exception of a full balloon frame construction approach. This method will stylistically result in a 2 story wood siding over wood siding structure typical in coastal conditions such as Key West and more recently in the New Urbanist town of Seaside.

Essential Elements of the Masonry Caribbean Style

1. Roofs

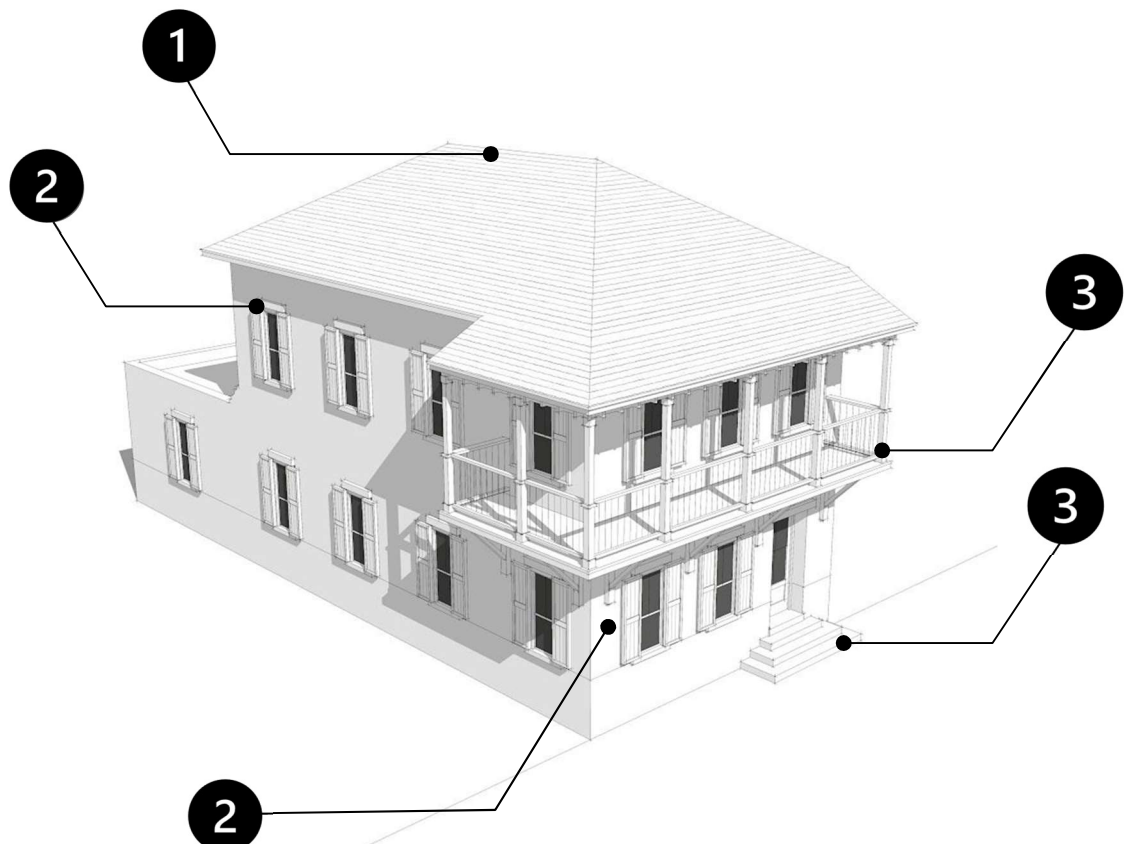
- Roofing material is typically wood/asphalt shingle, metal standing seam or corrugated.
- Roof framing typically employs a hip or gable for maximum water shedding.
- Roof edge pitch kick accelerates water flow away from structure.
- Extended eaves provide long shade for passive cooling.

3. Architectural Massing & Composition

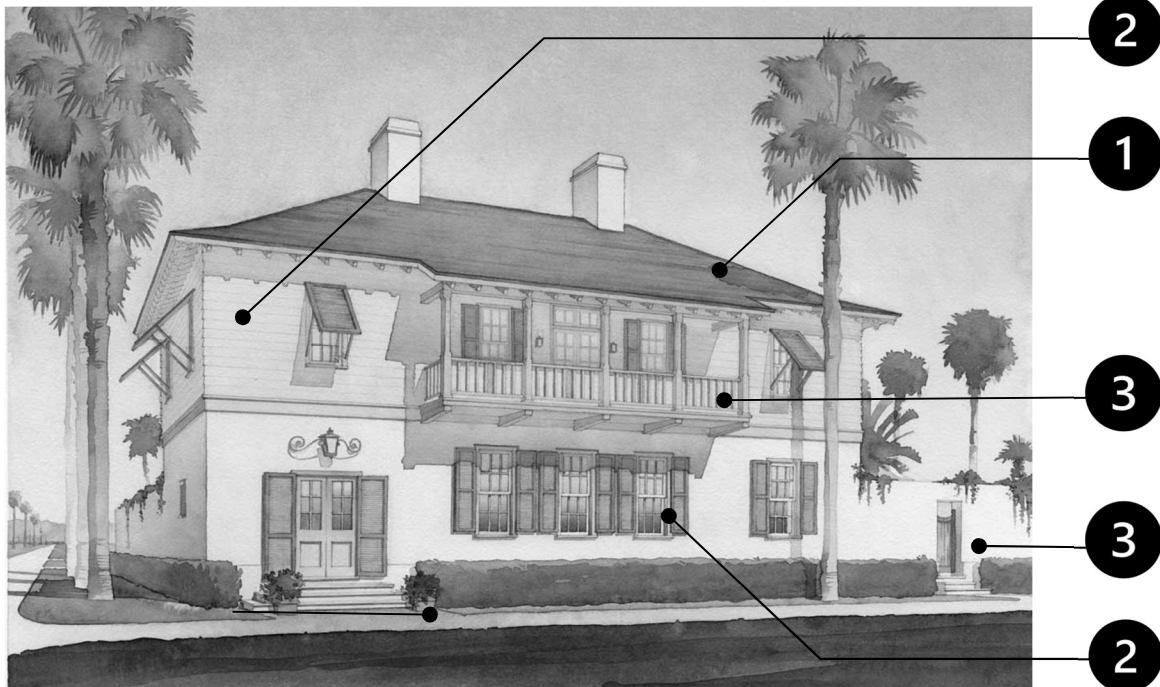
- The majority of structures in this type are 2 story structures.
- The first floor is built up a minimum of 24" above the finished exterior grade.
- Porches, balconies, and loggias are often employed as architectural enhancements.

2. Exterior Finishes & Features

- Walls are typically finished in smooth stucco sand finish.
- Second floors are often wood framed and are finished with lap siding. Second floor stucco finishes are also typical of this style.
- Brackets, beams, rafters, shutters are typical wooden accents of this style.



Essential Elements of the Masonry Caribbean Style



2 STORY WOOD SIDING OVER MASONRY CARIBBEAN / COASTAL VILLA



2 STORY WOOD OVER WOOD SIDING COASTAL VILLA

Modern Andalusian

As its name suggests, Modern Andalusian refers to a style that originates in the southern Spanish province of Andalusia. The style exhibits Moorish or Arabian details in a simplified format, which reflects the fusing of Moorish Islamic Architecture with Roman and Spanish Iberian construction styles. The thick-walled style is adapted to hot climates or where thermal mass is desirable. Generally, the body color of the building is white, with door and window surrounds that are painted a color such as ochre, cerulean, orange, or gray. The white facades help to keep interiors cool by reflecting intense sunlight. Roofs may have concrete or terracotta tile or may be flat terraces. Overhangs and eaves tend to be non-existent or very shallow compared to Masonry Caribbean. Casement windows predominate in this style. Facades facing a street tend to have a larger number of doors rather than windows, which leads to a large number of balconies projecting from the facade. The balconies typically do not project far from the facade, usually less than two feet. Balconies tend to have wrought iron railings or are



enclosed with iron bars or glass and wood enclosures. The language of the balconies and other features of this style are described in this Pattern Book.



Essential Elements of the Modern Andalusian Style

1. Roofs

- Built up roof membranes on low slope roofs,
- Terracotta barrel shingle used when roof is framed with hip or gable
- Parapet is typical when a low slope roof is used.
- Flashing and detailing is hidden or limited to strengthen volumetric simplicity.

2. Exterior Finishes & Features

- First and second floor walls are typically finished in smooth stucco sand textures.
- Simple ironwork brackets, gates, and hardware are typical.
- Brackets, beams, rafters, shutters are typical wooden or iron/steel accents of this style.

3. Architectural Massing & Composition

- Simple geometric volumes accentuate the understated stucco textures typical in this style.
- The majority of structures in this type are 2 story structures and often of the townhome type.
- The first floor is built up a minimum of 24" above the finished exterior grade.
- Porches, balconies, and loggias, are often employed as architectural enhancements.



Contextual Modernism

Contextual Modernism has flat roofs which are either habitable terraces or green roofs. It takes its clues from the Bauhaus and from early twentieth century modernism. Windows relate to the other styles because they are vertically proportioned. When a horizontally proportioned window is needed, they are composed of several vertical windows placed together. Corners are often dematerialized by having windows at the corner, thereby denying the solidity of the corner. Ornament



is restrained or non-existent. If it is used, it is limited to slats and louvers, or bas relief panels between windows or in bands.

Essentials of the Contextual Modernism

1. Roofs

- Flat roofs systems.
- Parapets achieve unarticulated eave.
- Cantilevered eaves provide long shade for passive cooling.
- Concealed gutters, Scuppers provide rain management.

2. Exterior Finishes & Features

- Walls are typically finished in smooth stucco sand finish.
- Large window openings.
- No ornamentation or molding

3. Architectural Massing & Composition

- Asymmetrical facade composition.
- The first floor is typically set upon a slab-on-grade condition.
- Components positioned at 90-degrees to each other
- on horizontal alignment



2 STORY CONTEXTUAL MODERN VILLA

Tectonics - Architectural Details

Facade Composition Standards



Authentic. Align windows horizontally and vertically, in order to accentuate axial loads being carried to the foundation. Dormer windows are exempt.

Inauthentic. Avoid windows that are not aligned vertically in multi-story buildings.

Exceptions. Contextual Modernist buildings may have misaligned windows.



Authentic. Pairs of two or groupings of three windows may be aligned with single windows



Authentic. If the facade has shutters, space the windows so that shutters do not overlap when opened.

Inauthentic. If the facade has shutters, avoid overlapping shutters.



Authentic. If a change of material is needed, make the change along a horizontal line, with the visually heavier materials below lighter materials. In order of heaviest to lightest: Stone, brick, stucco, siding/wood.



Inauthentic. If there is a change of material on a facade, never make the change of material along a vertical line.



Authentic. If there is a single window or pair of windows per floor under a hip or gable, then the window or group of windows should be centered.



Inauthentic. If there is a single window or pair of windows per floor under a hip or gable, then avoid placing the window or pair of windows off-center.

Exceptions. Asymmetrical compositions and corner windows are common in Contextual Modernism.



Authentic. The distance between the sill and the ground should be greater than the distance between the window header and the eaves. For residential first stories, window sills should be at least 3 feet from the ground. Basement windows are exempt.



Inauthentic. The distance between the sill and the ground or between the sill and the floor slab should not be less than the distance between the window header and the eaves or next highest floor slab.

In order to bolster goals of C.P.T.E.D. and to create building articulation that is visually rewarding, the following minimum glazing and transparency standards apply but are merely advisory:

Ground floors with retail uses: Minimum 40%

Ground floors with office and other non-retail and non-residential uses: Minimum 20%

Ground floors with residential uses: 15%

Upper floors: Minimum 10%, Maximum 50%

Alternatively, in lieu of using minimum glazing percentages, one can avoid blank walls by not having a windowless or doorless stretch of wall greater than 8 feet. Civic buildings and special purpose buildings are an exception to this standard.

Massing Standards

For most tightly platted blocks, the increment of development automatically produces enough variety of massing along the street. This is especially true on block faces composed of rowhouses or live/work units. On larger blocks, the eye appreciates a change in massing or cornice level at a regular rhythm, usually with a change every 50-100 feet. Often, corners on multi-family and mixed-use buildings are accentuated with a taller feature such as a tower, cupola, or other such roof feature.

Roofing Standards



Authentic. Strive for simplicity in massing and roof plans. If lower than the main mass of the structure, hips and/or gables should emerge directly from a wall. Alternatively, create a single eaves level shared by all hips and gables.



Inauthentic. Avoid overly complex roof plans and gables and hip roofs that crash into each other at different levels.



Authentic. A hip or gable roof may have portions of the eaves that dip significantly below the rest of the perimeter if these are to create covered

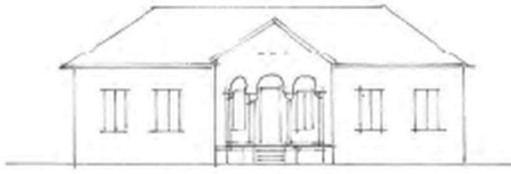
porches or balconies that are supported by posts and/or brackets.



Inauthentic. Avoid hip roofs whose hips have eaves at different levels unless the hips are covering distinct volumes.



Authentic. If a hip or gable is attached to the roof of the main mass of the building, then the eaves should all be at the same level or be a distinct hip that attaches to a wall, so that the ridge of the lower hip is below the eaves of the taller hip.



Authentic. For one story structures, the height of the exterior should exceed the height of the roof (the vertical distance between the roof ridge and the eaves).



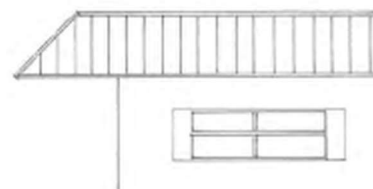
Inauthentic. For one story structures, the height of the roof (the vertical distance between the roof ridge and the eaves) should not exceed the height of the exterior wall.



Exception. On a one story structure, a roof may be taller than the exterior walls if it has a habitable attic or second floor concealed in the mass of the roof.



Authentic. Mansards should be at least as high as one typical floor of the building and be located entirely behind the wall plane but may come forward of the wall plane by the depth of the cornice if at least 5/6 of the mansard is located behind the wall plane. French mansards typically have another change of angle at the top of the dormer or within one foot of the top of the dormer.



Inauthentic. Avoid mansards that come forward of the wall plane and which are less than one story tall. Mansards as detailed above should not be used as a substitute for awnings or galleries at the first story. This detail is a cartoon of the French Mansard.



Authentic. Use either a pediment, simple gable, or gable with raking cyma and split fillet returns.



Inauthentic. Avoid “pork chop” returns on gables. Pork chop returns are a cartoon of raking cyma and split fillet returns.

Cladding Standards



Authentic. For openings in brick walls or walls clad with stone, provide a visible lintel, jack arch, segmental arch, semi-circular arch, or elliptical arch. Pictured above are lintels on the upper story and semi-circular arches with keystones on the bottom story. Windows must have sills in brick walls, or rest upon a string course. (Applicable to Modern Andalusian and Masonry Caribbean)



Inauthentic. Avoid having a runner course of brick or stone across the window or door header without a visible lintel, jack arch, segmental arch, semi-circular arch, or elliptical arch. This detail emphasizes the fakeness of the brick, which would fall in were it not for the hidden steel lintel. (Applicable to Modern Andalusian, Coastal and Masonry Caribbean)

Inauthentic. Avoid using arched openings with Contextual Modernism. If brick or stone cladding is used in contextual modernism, then span openings with a metallic or reinforced masonry lintel.

Exceptions. When stucco is used rather than brick or stone cladding on a facade, visible lintels and arched spanning members at the window header may be omitted.

Exceptions. Contextual Modernist buildings tend to omit spanning members, window headers, visible lintels, stringcourses, arches, and other details associated with traditional styles.



Authentic. A jack arch's joints should converge on a center point. The jack arch should be at least as tall as the width of the bricks used in the running course.



Exception. A standing soldier course reinforced by steel at the window header may be used in lieu of a jack arch.



Exception. If a window is less than 3 feet wide, a jack arch's joints need not converge but may be splayed and parallel, provided that there is a keystone.



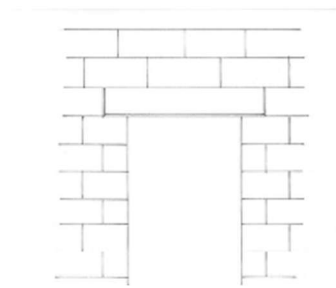
Authentic. When lintels are used, overlap the lintels into the wall or courses of brick so that they visually rest upon them.



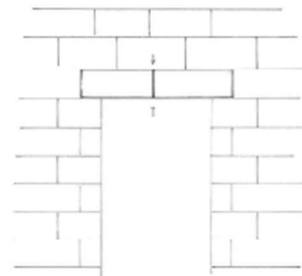
Inauthentic. Avoid guillotine lintels that could never support themselves if they were real spanning members.



Authentic. An arched lintel may be used instead of a segmental arch made of brick.



Authentic. Lintels across trabeated spans should be solid and should lack joints, in contrast with arches, which may have joints. Solid arch lintels do not require any joint (i.e. solid arch lintels do not have voussoirs). (Applicable to Modern Andalusian, Coastal and Masonry Caribbean)



Inauthentic. Never have a vertical joint in a trabeated window/door lintel or rustication. Brick soldier courses substituting a lintel in a brick wall are an exception to this rule. (Applicable to Modern Andalusian and Masonry Caribbean)



Authentic. With masonry or brick arches or arched rustication, always have joints that are perpendicular to a tangent line to the arch. Alignment of joints should converge on the center point(s) of the arch. This is how structural voussoirs are arranged. (Applicable to Modern Andalusian, Coastal and Masonry Caribbean)



Inauthentic. With masonry or brick arches or rustication never have joints that are non-

perpendicular to a tangent line to the arch; i.e. avoid joints that do not point to the center point(s) of the arch. The eye perceives that if this arrangement had been made of stone, it would fall in. (Applicable to Modern Andalusian and Masonry Caribbean)

Window Standards

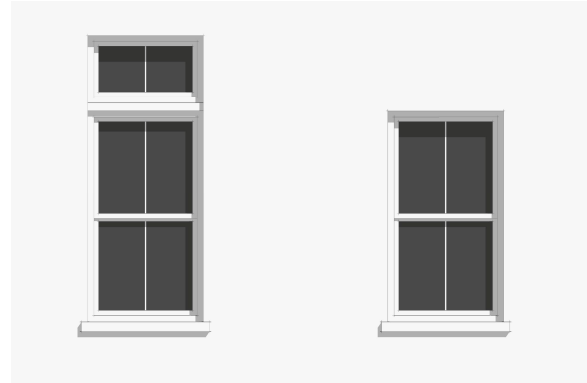
Window units should in most cases be vertical in proportion. Use vertically proportioned windows that exhibit a minimum height-to-width ratio of 1.5:1 (windows are at least 1.5 times tall as they are wide). Other common



proportions are 2:1, 2.5:1, and even 3:1. Increased lighting and passive ventilation are benefits of the transom window and are often employed to further strengthen the verticality of the window's proportions.



The illustration above shows an eight-light casement window and a six-light casement window. The one on the left has a height-to-width ratio greater than 2.5:1 while the one on the right is approximately 1.5:1.



Muntin divisions, or 'lights,' can be varied and generally vertical in proportions never to fall below a 1:1 proportion ratio. Modernist casement windows may have lights of horizontal proportion, however.



Inauthentic. Avoid horizontally proportioned windows unless these are aligned on top of vertical windows on a building with more than two stories, in which case the horizontal windows are limited to one story of the building. Avoid horizontally proportioned lights unless part of a modernist casement window.



Exception. Basement and transom windows are exempt, as they are usually horizontally proportioned.



Authentic. If horizontally proportioned windows are needed, gang vertically proportioned windows separated by a mullion or miniature column, depending on the style. Contextual Modernism tends to employ horizontally proportioned windows more often than traditional styles, though they do occur occasionally in traditional styles, such as Masonry Caribbean, Coastal and Modern Andalusian.

Special Windows



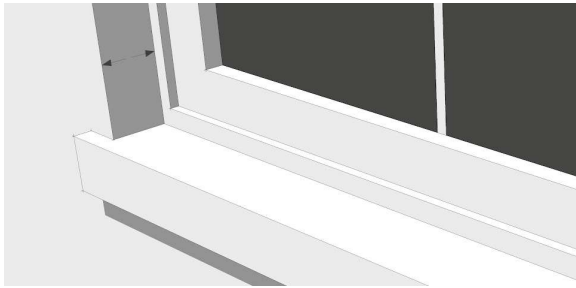
Special Windows include arched accent windows on gable ends, Palladian windows, dormer conditions, and a side-by-side multiple window configuration with broad center sash.

Special windows include paired or triple windows separated by mullions or columns, small square accent windows, and box bay windows supported on wood brackets.



Inauthentic. Avoid “space shuttle windows,” which have a central arched window flanked by two half arches.

Window Material and Application



Window placement should be offset to achieve an optimized depth in relation to the surface of the wall. Windows can be painted wood, stained wood, solid cellular PVC, and clad wood or vinyl. If the window is set in a wood second floor the trim shall be wood, composite, cellular PVC or polyurethane millwork. Stucco or Stone are used in masonry set windows

Shutter Standards



Authentic. Use real shutters. Shutters have hinges, latches, and can swing shut. They are sized properly (a shutter is $\frac{1}{2}$ or slightly larger

than $\frac{1}{2}$ of the window opening) in order to cover the whole window opening when in the shut position. They are positioned between the sill and the lintel or slightly overlapping the lintel/window header. They may be used with single hung, double hung, slider windows, and inward opening casement windows, but not with awning windows and outward opening casement windows. Applicable: Masonry Caribbean, and occasionally used in Modern Andalusian.



Inauthentic. Avoid fake shutters. Shutters should not be decorative or inoperable and should never be too narrow to cover the window if they were operable. They should not overlap the sill. Either delete shutters from the design or use vertically proportioned windows with authentic shutters. Applicable: Masonry Caribbean.

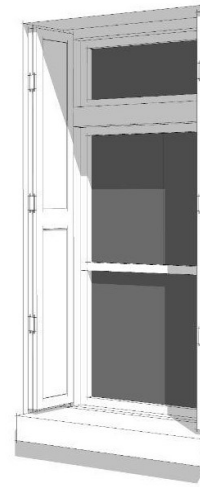


Authentic. For arched windows, shutters must follow the profile of the window and be able to close over the entire window.

Applicable: Masonry Caribbean and occasionally used in Modern Andalusian.



Inauthentic. For arched windows, avoid shutters that do not follow the profile of the window. Applicable: Masonry Caribbean.



Authentic. Shutters may be folded up within the door or window opening, and not overlap the wall when in the open position.

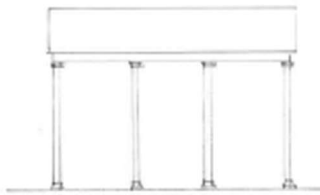
Applicable: Modern Andalusian Style.



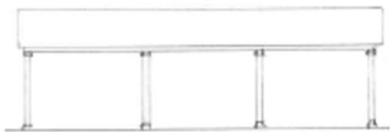
Authentic. Balconies may be enclosed with shutters and/or louvers, especially in Moorish variants of Modern Andalusian Style.

Inauthentic. Shutters are not used in Contextual Modernism.

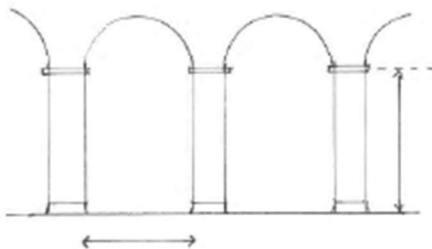
Porch Gallery Arcade Standards



Authentic. Openings (intercolumnation) in post and beam porches, loggias, arcades, and galleries must be square or vertically proportioned.
Applicability: Masonry Caribbean, Coastal and Contextual Modernist.



Inauthentic. Openings (intercolumnation) in post and beam porches, loggias, arcades, and galleries should not be horizontally proportioned.



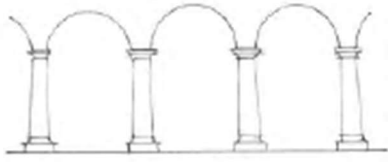
Authentic. If using arches, the columns or piers should be taller than (as measured from the floor to the springline of the arch) the distance between them (the intercolumnation). If creating an arcade or loggia, repeat arches rather than varying heights and widths.



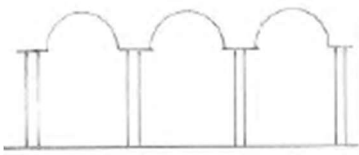
Inauthentic. Avoid mixing segmental arches with semicircular and elliptical arches.



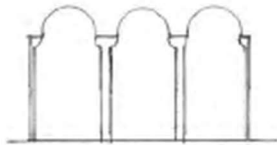
Exceptions. In Modern Andalusian, there are three types of loggias and arcades. One has squat proportions and thick piers with wide arches, either elliptical or semicircular. The second, the Roman type, is characterized by vertical proportions and elliptical or semicircular arches. The third, a variant of the Moorish Style in Andalusia, has vertical proportions and Moorish arches, which may be pointed, or exhibit proportions found in Islamic Architecture.



Authentic. Springers and Impost of arch should be aligned with the neck of the column or pier. Applicability: Modern Andalusian, and Masonry Caribbean.



Inauthentic. Springers and impost should not overhang the supporting column. Applicability: Modern Andalusian, and Masonry Caribbean.



Exceptions. Moorish, Byzantine, Romanesque, and Islamic arches' springers and impost may align with the column capital rather than the column neck. Applicability: Modern Andalusian

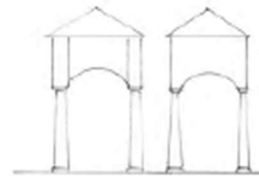


Inauthentic. Avoid hybridizing trabeated spans with arches so that the arches have been stretched out to include straight

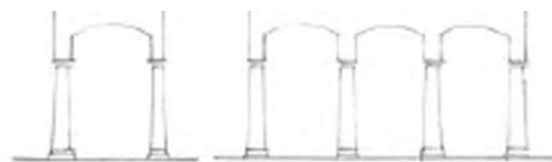
portions. Rather design spans as either trabeated or arcuated. Avoid arcuation in Contextual Modernism altogether



Authentic. Segmental arches should spring from rectangular or square section piers, which are thick enough to take lateral loads produced or implied by the segmental arch. Applicability: Modern Andalusian, and Masonry Caribbean



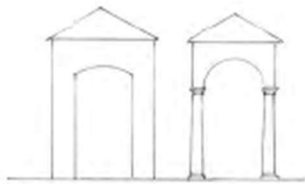
Inauthentic. Segmental arches should not spring from circular columns but rather on rectangular section piers.



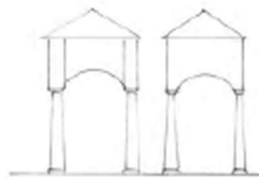
Inauthentic. Segmental arches should not have a section of wall between the spring line and the pier/column capital. Applicability: Modern Andalusian, and Masonry Caribbean



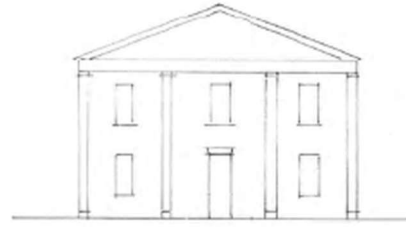
Exceptions. In Modern Andalusian, there may be a carved section of wall between the spring line and pier/column capital which increases the verticality of the composition. Applicability: Modern Andalusian



Authentic. Use stronger rectangular/square section piers with segmental arches or use a semicircular arch, which has less lateral thrust than a segmental arch.



Inauthentic. Avoid pilasters bracketing segmental arches; avoid segmental arches that have weak spring points due to circular columns and an absence of buttressing wall.



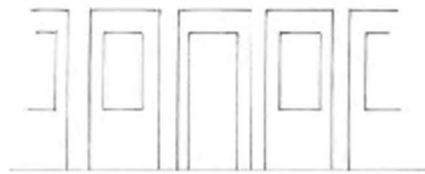
Authentic. Fenestration shall be aligned with porch, loggia, gallery, or arcade openings (the intercolumnation).



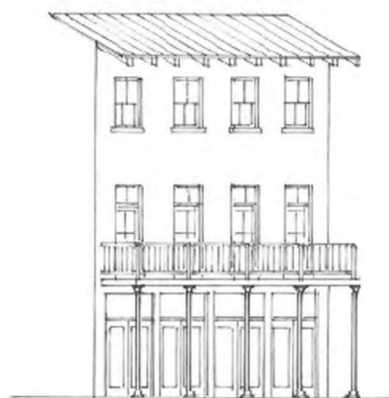
Inauthentic. Avoid fenestration that is off-center from porch, loggia, gallery, or arcade openings (the intercolumnations).



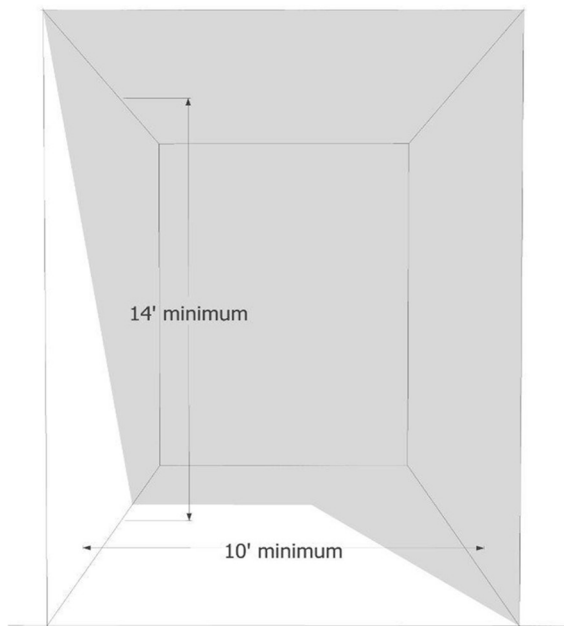
Authentic. Porches or stoops, if servicing a residential ground floor, should be raised at least 1.5 feet from grade or sidewalk level, in order to provide privacy despite the shallow front setback.



Inauthentic. Avoid slab-on-grade construction for residential ground floors.

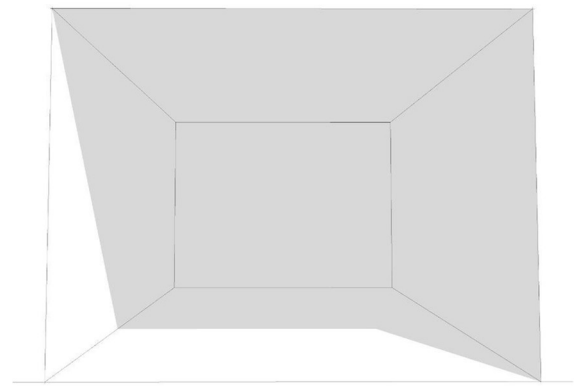


Authentic. Galleries and arcades for non-residential ground floors should be zero-step. If there is a change of grade or topographical slope along a gallery or arcade, ramps and steps should be designed so that changes of level are discreet and gradual within the gallery or arcade.



Vertical Proportions

Authentic. Arcades, galleries for non-residential frontages should have a minimum depth of 10 feet. Ceiling height within the outdoor arcade or gallery should be a minimum of 14 feet.

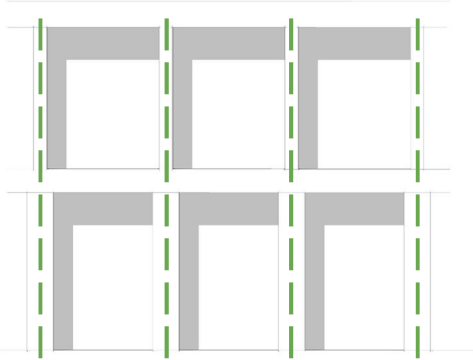


Squat Proportions

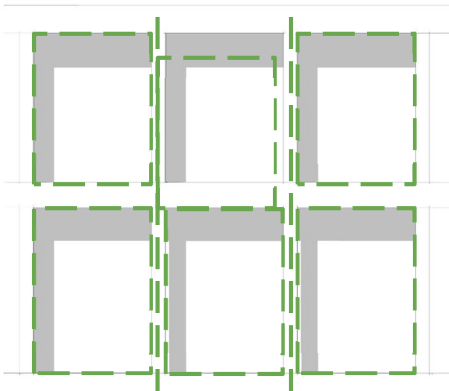
Inauthentic. Avoid low ceiling heights and narrow depth within arcades or galleries.

Exceptions. Occasionally, if due to a constraint in the site plan or public realm, it is acceptable to reduce the minimum depth of the arcade or gallery to less than 10 feet.

Multi-story Porches

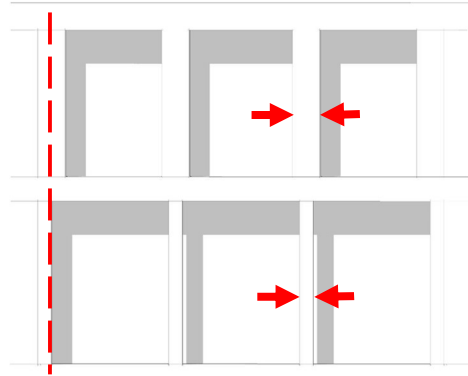


Authentic. Multi story porches with varying orders and proportions shall align on a common centerline.



Authentic. Multi story porches with matching orders and or proportions shall align on a common centerline.

Authentic. For multi-story porches, column thickness of upper story porches should be less or equal to column thickness on lower story porches.

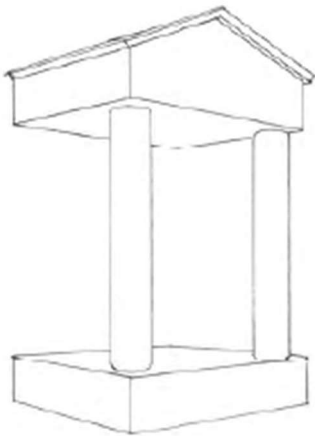


Inauthentic. For multi-story porches, avoid having thicker columns perched above thinner columns on lower stories.

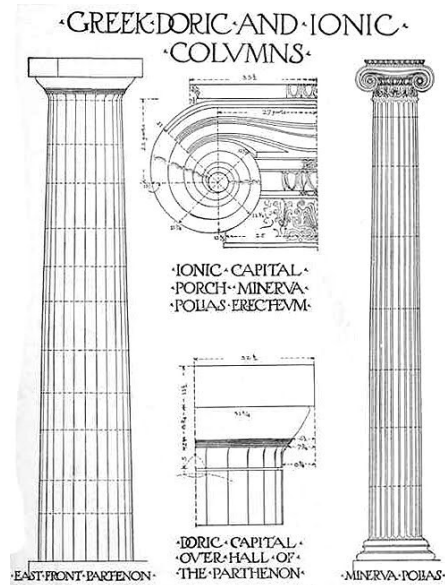
Column & Entablature Standard



Authentic. A circular section column must have a base, shaft (with entasis), capital and entablature/arch. Entasis is approximately $\frac{2}{5}$ or $\frac{1}{3}$ from the base with a gradual taper above. (Applicable to Modern Andalusian, and Masonry Caribbean)

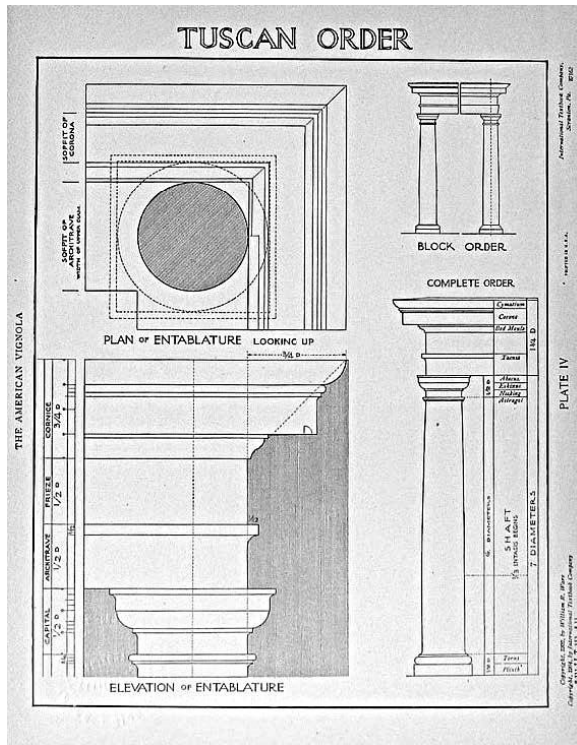


Inauthentic. Avoid using cylindrical columns that lack the features of a classical column, such as base, entasis, and capital. (Applicability to Modern Andalusian, and Masonry Caribbean)



Exceptions. Doric and simplified Doric orders do not have a column base. Contextual Modernism does not have the typical classical parts but may use abstract forms such as cylindrical columns, square section posts, or biophilic forms. Applicability: Contextual Modernist, Modern Andalusian, and Masonry Caribbean.





Authentic. The face of the entablature should always align with the face of the top of the column without overhanging the abacus (or column capital). The entablature is composed of a cornice, a frieze, and an architrave. A taenea separates the frieze from the architrave, which are about the same height.



Inauthentic. Avoid letting the entablature overhang the face of the column or its abacus.

In this inauthentic example, the frieze is three times the height of the architrave, and is separated by elaborate non-classical moulding. An extra moulding band has been added at the top of the frieze. This inauthentic arrangement is more expensive to build than the classical orders.



Authentic. Classical order columns must have square capitals, entasis, and proportions that follow the classical orders as described in “The American Vignola: A Guide to the Making of Classical Architecture” by William R. Ware. Tuscan orders and sometimes Ionic orders are most often used in residential buildings, while Doric, Corinthian, and Ionic orders are usually reserved for civic buildings, large office buildings, and the largest of mansions. Simplified classical orders often omit metopes and triglyphs on the frieze and fluting on the columns. Authentic Tuscan Order columns, with all the necessary parts and correct proportions, are depicted above. Applicability: Modern Andalusian, and Masonry Caribbean.



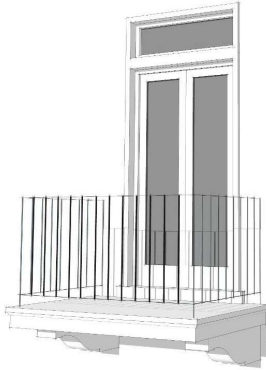
Inauthentic. A column should never support the ceiling directly, but rather supports an architrave (main beam) or arch, which in turn, supports either the ceiling or cornice. Avoid using cartoon columns, or simulacra of classical orders. Column above is simulating the Tuscan Order but lacks an abacus, neck, astragal, fillet, plinth, and entasis. It does, however, have a torus at the bottom, while the ovolo and abacus at the top have been substituted by one large torus. Applicability: Modern Andalusian, and Masonry Caribbean.



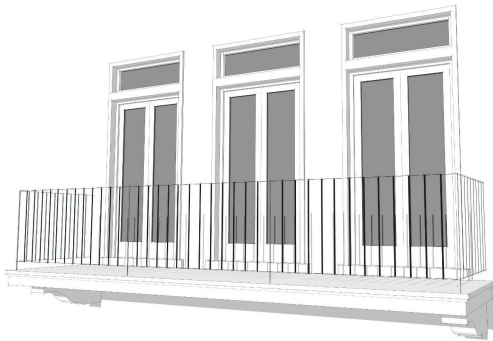
Exceptions. If round columns cannot be detailed authentically, use square columns or piers. Contextual Modernism should avoid referring to the classical orders in the details but may refer to classical orders in the proportions and intercolumniation.

Balcony Standards

The following balcony standards show how to detail balconies across the three styles that are prevalent in Olympus.

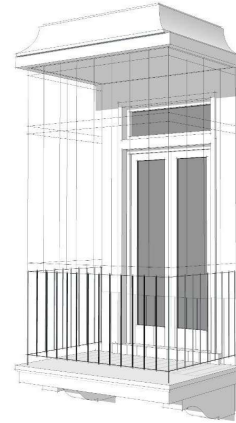


Authentic. Balcony accessed by a single door, with wrought iron railings. (Applicable to



Modern Andalusian)

Authentic. Balcony supported by a masonry corbel. (Applicable to Modern Andalusian)
Balcony spanning several doors.



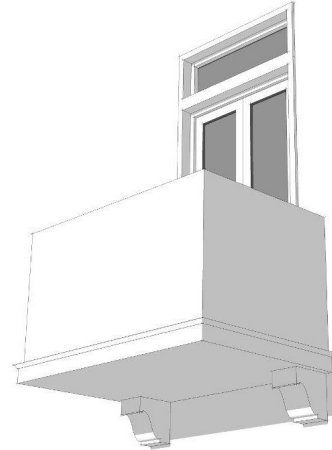
Authentic. Balcony wrapped with a decorative iron enclosure. (Applicable to Modern Andalusian)



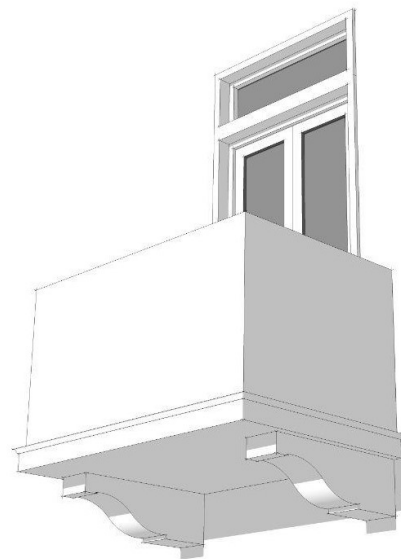
Inauthentic. Avoid cantilevered balconies greater than 2 feet deep (those that project without a visible means of support). Avoid thick corner piers that seem to overwhelm the thickness of the balcony slab.



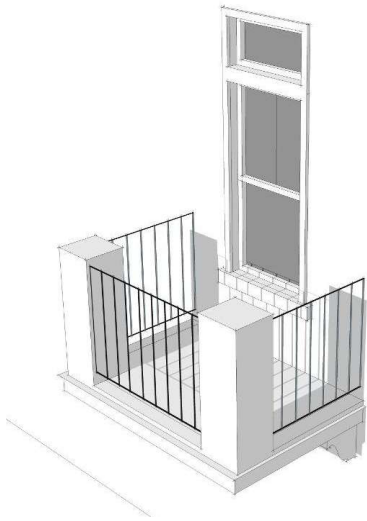
Authentic. Balconies or enclosed volumes projecting from the façade more than 2 feet shall have visible means of support such as brackets or modillions, tension rods/chains. For those balconies projecting from the façade less than 2 feet, visible means of support is optional, but recommended in the Masonry Caribbean Style. For balconies that project less than 2 feet, a visible means of support is often omitted in the Modern Andalusian Style. (Applicable to Masonry Caribbean and Modern Andalusian)



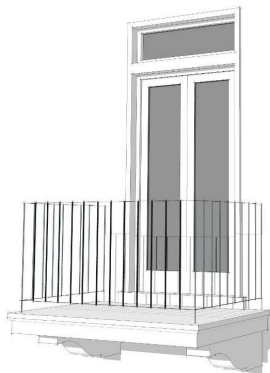
Inauthentic. If using brackets or modillions to support a balcony, avoid using undersized brackets or modillions.



Authentic. Use brackets/modillions that extend a minimum of 85% of the depth of the balcony. (Applicable to Masonry Caribbean, and Modern Andalusian)

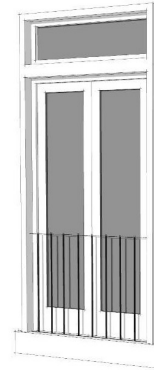


Inauthentic. Avoid using fake balconies (balconies with no door) and avoid using sills with balcony railing in which the sill/balcony slab is more than six inches below the window, unless the same balcony is accessible by a nearby door. (Applicable to Masonry Caribbean, Modern Andalusian, and Contextual Modernist)



Authentic. Use a functional balcony with railings. Use doors that provide access to balconies or create windows with a low sill for

which the balcony railing acts as a guard rail. (Applicable to Masonry Caribbean, and Modern Andalusian)



Authentic. Balcony railings for doors and windows can also be entirely within the rough opening (spanning jamb to jamb) rather than affixed to the front façade. The above configuration is rare in Florida because it relies upon in-swinging exterior doors. (Applicable to Masonry Caribbean, and Modern Andalusian)



Authentic. In Contextual Modernist buildings, use railings that either have a masonry parapet, have horizontal cables or horizontal metallic members as railing, or a glass parapet. (Applicable to Contextual Modernist)



Authentic. In Contextual Modernist buildings, cantilevered balconies should not show any visible means of support.

Inauthentic. In Contextual Modernist buildings, avoid the use of ornate railings, wrought iron, or other railing types associated with traditional architecture.

Structural Ornament Standards



Authentic. Quoins are discouraged unless used at the corner of exposed masonry/brick facades or facades with a rustication pattern. If used, they should be more substantial in size than the rest of the exposed masonry units.



Inauthentic. Avoid the use of applied cast stone ornament floating in a wall, unless it is moulding around a fenestration of a similar shape. Avoid the use of moulding and ornament floating in the wall plane that is unrelated to the fenestration shape (such as a semicircular arched lintel with keystone above a rectangular window).



Authentic. Keystones should only be used on an arch or part of an exposed lintel, but it is more authentic to omit them unless the wall is exposed brick, brick veneer, stone clad, or rusticated with visible joints. If used on an arch, a keystone should be a wedge shape that seems to converge upon the center point of the arch.



Inauthentic. Avoid the use of quoins on stucco facades.



Authentic. If grouping two or more arched windows, a small column or pilaster between each is necessary.



Inauthentic. Avoid round section moulding around windows, avoid grouping arched windows without providing for a middle column to visually support the arches where they meet. (Applicable to Modern Andalusian)

Glossary of Terms/Definitions

Abacus. The flat slab on the top of a column capital.

Arcade. 1. A range of arches carried on piers or columns, either free-standing or blind, i.e. attached to a wall. 2. A covered passage with shops on one side, which may support upper floors that extend over a portion of the sidewalk.

Architrave. The lintel extending from one column or pier to another: also, the lowest of the three main parts of an entablature.

Arcuation. A building dependent structurally on the use of arches or series of arches, in contrast to a trabeated building.

Astragal. A small moulding circular in section, often located just below the column capital.

Awning. A structure projecting from a building's facade that provides shade for windows and doors, and shelter for pedestrians if located at the ground floor. Usually, awnings are made of a lightweight material such as canvass, and they may be retractable.

C.P.T.E.D. Crime Prevention Through Environmental Design. A series of techniques, including natural surveillance, access management, territoriality, and lighting, that lead to a reduction in crime and other anti-social or offensive behaviors.

Capital. The head or crowning feature of a column.

Entablature. The upper part of an order, often supported by columns, consisting of architrave, frieze and cornice.

Entasis. The very slight convex curve used on Greek and Roman columns to correct the optical illusion of concavity which would result if the sides were straight.

Fenestration. The arrangement of windows in a building.

Fillet. A moulding that forms the uppermost member of a cornice or a portion of the column capital under the abacus.

Fluting. Shallow, concave grooves running vertically on the shaft of a column or pilaster.

Frieze. The middle division of an entablature, between the architrave and cornice.

Gallery. A roof or balcony, supported on columns, that shelters the sidewalks.

Habitable Space. Portions of a building dedicated to residential, commercial, office, recreational, and civic uses. Parking, self-storage units and other automotive uses do not count as habitable space.

Impost. A member in the wall, usually formed of a projecting bracket-like moulding, on which the end of an arch appears to rest.

Intercolumniation. The space between columns.

Loggia. A gallery, porch, or room, open on one or more sides, whose roof is supported by columns.

Marquee. A rigid structure that projects over a ground floor entrance or lobby upon which signs or letters are often affixed.

Metope. The square space between two triglyphs in the frieze of a doric order.

Modillion. A small bracket used to support the upper member of a cornice or shallow balcony.

Mullion. A vertical post or other upright dividing a window or other opening.

Muntin. The thin framing member that divides windows into two or more lights.

Neck. A narrow moulding around the bottom of a capital between it and the shaft of a column.

Ovulo. A convex moulding, sometimes called a quarter round, that supports the abacus of a column capital.

Pediment. A low-pitched gable formed by running the top member of the entablature along the sides of the gable, forming a triangular composition.

Plinth. The projecting base of a wall or column pedestal generally chamfered or moulded at the top.

Raking Cyma. The key element when constructing a pediment. A projecting moulding with a double curvature that forms an inclined plane.

Rustication. Masonry cut in massive blocks separated from each other by deep joints, employed to give a rich and bold texture to an exterior wall and normally reserved for the lower part of it. It is often simulated in stucco, rather than stone.

Sash. Sliding glazed frames of a window. In a double-hung window both sashes run in vertical grooves. In a single-hung window the upper sash is fixed, and the bottom sash slides up and down.

Split Fillet. The fillet that extends both horizontally and at an angle along the cornice of a pediment.

Spring Line. The level at which the arch springs from its supports.

Springer. The bottom stone of the arch resting on the impost.

String course. A continuous horizontal band set in the surface of an exterior wall or projecting from it and usually moulded.

Teanea. Narrow raised band, particularly the top most member of the architrave, located just below the frieze.

Torus. Bold, projecting, semi-circular convex moulding, often constituting the lowest member of the base of a column over the plinth.

Trabeated. Having upright posts or columns that support horizontal beams or lintels. Trabeation is in direct contrast to arcuation.

Triglyph. The characteristic ornament of the Doric frieze, consisting of a slightly raised block of three vertical bands separated by V-shaped grooves.

Voussoir. One of the wedge-shaped stone pieces that form the curved part of an arch.

References/Bibliography

Cusato, Marianne, et al. *Get Your House Right*. Sterling Publishing Company Incorporated, 2011.

Fleming, John, et al. *The Penguin Dictionary of Architecture*. Puffin Books, 1972.

Mouzon, Stephen, and Susan Henderson. *Traditional Construction Patterns*. McGraw Hill Professional, 2004.

Ware, William R. *The American Vignola*. Courier Corporation, 2012.

Notes & Attributes

- Guiding theme of the project is a built environment that accentuates wellness, fitness, sports.
- Some of the building types that can be most influenced, and David Weekley Homes is enlisted to build out that portion of the master plan, are Live/Work, Rowhouse, and detached villa. The other building types are: mixed use, pure commercial, civic/sports related, and hotel.
- Must be consistent with (City of Clermont) adopted standards.
- Street sections in the PUD are already defined.
- A mixture of styles across the property rather than immersive environments of one style in a particular district or associated with a particular building type.
- Materials/construction unknown could be masonry, or could be metal studs with stucco or other cladding. Would be tied together with detailing that appears to be stucco over masonry, for the most part.
- End units of groups of rowhouses, live/works, villas must avoid blank wall syndrome, especially facing the water and a street, since the sides face those public spaces.
- 18" raised finished floor in the rowhouses, villas, and even live/works will have to be acknowledged. Not slab-on-grade buildings.
- olympuscdd.com
- Multi-family is approved but there are multi-family buildings that frame the entrance, and those can still be influenced. Multi-family residential groundfloors should have direct street access and stoops, in order to activate streets. Gary suggested that perhaps those prominent buildings at the entrance could be switched to Mixed-use so that retail can take advantage of corner exposure and vehicular/pedestrian traffic.
- Parking garages must be lined at the ground floor or set back for buffer.
- Typological sheets (Anatomy of a main street building, a rowhouse, a multi-family, etc.)
- Architectural detail sheets across the styles (i.e. roofs, windows, balconies, etc.)
- Materials and Glazing, especially at groundfloors, maximize visibility and transparency.
- Accentuate topography and views
- Pursue a native palette of plants that would be found on the sand hills of central Florida to reduce irrigation loads and increase biodiversity/sense of place.
- No need to regulate what City of Clermont Architectural Standards already regulates. But note where there is a deviation from those standards.
- Carrolls want to distinguish the property from others in the vicinity, maintain quality and harmony despite multiple designers in the future.
- There are significant existing native trees around the lake worthy of preservation, including one specimen in the retail town center

-
- The existing orange groves are in poor condition overall
 - The proposed 12' 14' multipurpose trail location cannot be altered
 - Lennar is developing the property to the south of Future Wellness Way
 - Matthews Design is preparing roadway engineering plans
 - Gresham Smith has prepared some preliminary renderings for the MOB
 - Resort adjacent to sports campus should be European resort style. Margaritaville unique boutique shops was referenced
 - Client agreed that overall wayfinding should be consistent regardless of specific building style



AGENDA ITEM

Meeting Date	
Tuesday, October 24, 2023	
Agenda Item Name	
Variance Request 274 Crystal Lake Drive	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	

This item was continued from the October 10, 2023 City Council Meeting to allow the applicant a hearing before the full council.

The property owner, Michael R. Gomez, is requesting a variance to the Land Development Code (LDC), Section 125-195 & 125-520, for property located at 274 Crystal Lake Drive. The variance request is to allow for a front yard setback of 15 feet instead of 25 feet as required by the Land Development Code and driveway placement within five (5) feet of the side yard property line. The property is zoned R-2, Medium Density Residential. The property is developed with a single family home that was constructed in 1951. The owner desires to convert the garage and add a small addition to the existing home to provide additional living space for his daughter and grandchild. The owner requested a variance in June of 2023 to convert the garage into a fully functional secondary living unit, which was denied by City Council. The owner now wishes to add a bedroom and bathroom that will be used in conjunction with the existing home. No kitchen will be added.

The property fronts Crystal Lake Drive, and the existing home, based upon a recent site plan, is located 15 feet from the right-of-way line. The owner would like to add a small addition, approximately 117 square feet, on the southwest corner of the home to make it symmetrical and add more square footage for the bedroom and bathroom. The addition would be built out to the existing front building line that is 15 feet from Crystal Lake Drive right-of-way (ROW) line. The distance between the edge of the asphalt and the right-of-way line is 27 feet, and then the 15 feet setback would start. This would provide 42 feet from the edge of pavement. The right-of-way width for Crystal Lake Drive at this area appears to be 75 feet.



The applicant would also like to add a driveway and a 20 feet by 35 feet parking pad behind the home. The driveway would be placed within the five (5) foot side yard setback, almost to the property line. This is due to the

limited space between the existing home and side property line, which is approximately 12 feet at the narrowest point. The applicant has indicated that the driveway would have a curbing to prevent runoff to the neighboring lot at 284 W. Minneola Avenue.

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application meets a positive finding on four (4) of the five (5) criteria. Therefore, staff recommends denial of the variance request.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Map and Photo	Photos Updated.pdf
2.	Lot Layout with driveway	Lot Layout with driveway.pdf
3.	101-246 Review Criteria 274 Crystal Lake Oct 2023	101-246 Review Criteria 274 Crystal Lake Oct 2023.pdf
4.	Application	Application.pdf
5.	Site Plan	Site Plan.pdf
6.	Legal Ad	Legal Ad.pdf

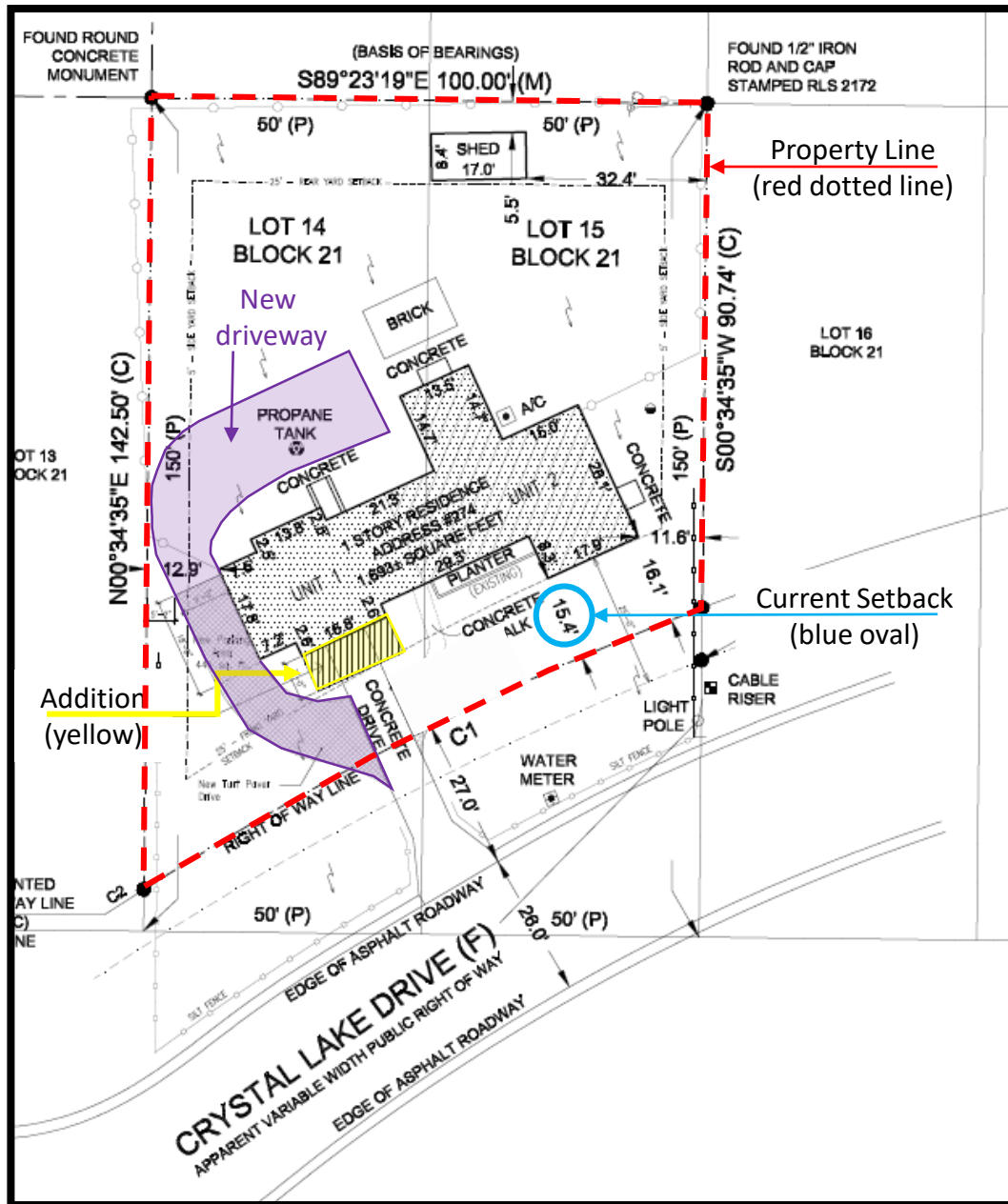
274 Crystal Lake Dr.



274 Crystal Lake Dr.



274 Crystal Lake Dr.



The applicant is requesting a variance for a front yard setback to enclose the garage and construct an addition (bedroom and bathroom) to an existing home (yellow area). The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

The applicant is requesting a variance to the side yard setback for a driveway (purple area). The Land Development Code requires a 5 foot setback from the side property line. The applicant is requesting to add a driveway and a rear parking area, 20 feet by 35 feet behind the existing home. The applicant intends to install curbing to prevent stormwater runoff to the neighboring lot.

274 Crystal Lake Dr.



274 Crystal Lake Drive -- Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: This variance will have zero impact on any of our citizens of Clermont; except 284 W. Minneola Ave., which is protected by curbing and existing trees/vegetation. As noted above, there are numerous other properties along the subject street which for many decades have been nonconforming as to front setback. Further, the traffic on Crystal Lake Drive is very light, as most drivers move to West Osceola to access downtown or East Avenue.

Staff comments: The variance request to allow the front-yard setback less than the minimum 25-foot required setback for the construction of the addition may negatively impact the adjacent property owner along with the driveway placement. However, the addition would not intrude more into the current front building setback line any more than the existing home.

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: See response to No. 1 above.

Staff comments: The variance request is not out of character with other properties in this zoning district in this area. This area consists of many older homes on a variety of lot configurations. The variance would allow the applicant reasonable use of the property.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The addition will remain within the footprint outline of the existing home, and NOT increase the nonconformity, and will provide living space for a family with a handicapped child. Therefore, the benefits of the variance outweigh the benefit if the variance was denied.

Staff comments: The requested variances to the Land Development Code will not further any legitimate city objective, and granting the variance would outweigh the benefits over if it was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The variance does not violate any comprehensive plan objective, goal or policy and furthers Objective 1.1, Discourage Urban Sprawl; Policy 1.1.3 Encourage Infill Development; Policy 1.6.2, Medium Density Residential, which allows up to 8 units per acre. The variance has no effect on property lines.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The variance requested (six-foot addition to one home section) is the minimum to allow for use of the property by Father, Daughter and Grandchild, and the benefits of granting the variance outweigh the benefits of denying the variance, for the reasons stated herein.

Staff comments: The requested variance is the minimum allowed for reasonable use of the land to construct the addition. The addition would not intrude more into the existing front building setback line and would provide a symmetrical look to the front of the home. The home would still be approximately 42 feet from the edge of pavement. The addition of the driveway would mostly affect the neighbor at 284 W. Minneola Avenue. The addition of the driveway and parking pad would be beneficial if the variance was approved since the garage will be converted to living space and offer parking onsite.

Positive finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.

STATEMENT OF JUSTIFICATION AND SUPPORT

Introduction

My client owns a construction business in central Florida and is a long-time resident. His daughter's child is autistic and needs constant care/supervision. The application to add the home addition is to provide a living space for the daughter and grandchild, and also for Mr. Gomez.

There is no plan or intention to rent the unit. The plan is for Mr. Gomez, his daughter and grandchild to occupy the home together, and additional space is needed to accommodate their needs. The home is rented until March, 2024. If the variance is approved, that lease will not be renewed.

Minneola Avenue and Crystal Lake Drive were constructed and there were many homes built prior to the acquisition/declaration of the 25' City road ROW. Because of that there are at least 9 other properties on Lake Crystal Drive and Minneola Ave (east of 4th Street) have nonconforming front setbacks (map to be provided at hearing).

Analysis of Sec. 86-174 Variance Review Criteria

1. Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The variance will have zero impact on any of the citizens of Clermont; except 284 W. Minneola Ave, which is protected by curbing and existing trees/vegetation. As noted above, there are numerous other properties along the subject street which for many decades have been nonconforming as to front setback. Further, the traffic on Crystal Lake Drive is very light, as most drivers move to West Osceola to access downtown or East Avenue.

2. The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

See Response to No. 1 above.

3. In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

The addition will remain within the footprint outline of the existing home, and NOT increase the nonconformity, and will provide living space for a family with a handicapped child. Therefore, the benefits of the variance outweigh the benefit if the variance were denied.

4. The granting of the variance is consistent with the city's comprehensive plan; and, if approved, will not have any effect on property lines.

The variance does not violate any comprehensive plan objective, goal or policy, and furthers Objective 1.1, Discourage Urban Sprawl; Policy 1.1.3 Encourage Infill Development; Policy 1.6.2, Medium Density Residential, which allows up to 8 units per acre. The variance has no effect on property lines.

5. The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

The variance requested (six-foot addition to one home section) is the minimum to allow for use of the property by the Father, Daughter and grandchild, and the benefits of granting the variance outweigh the benefits of denying the variance, for the reasons stated herein.



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

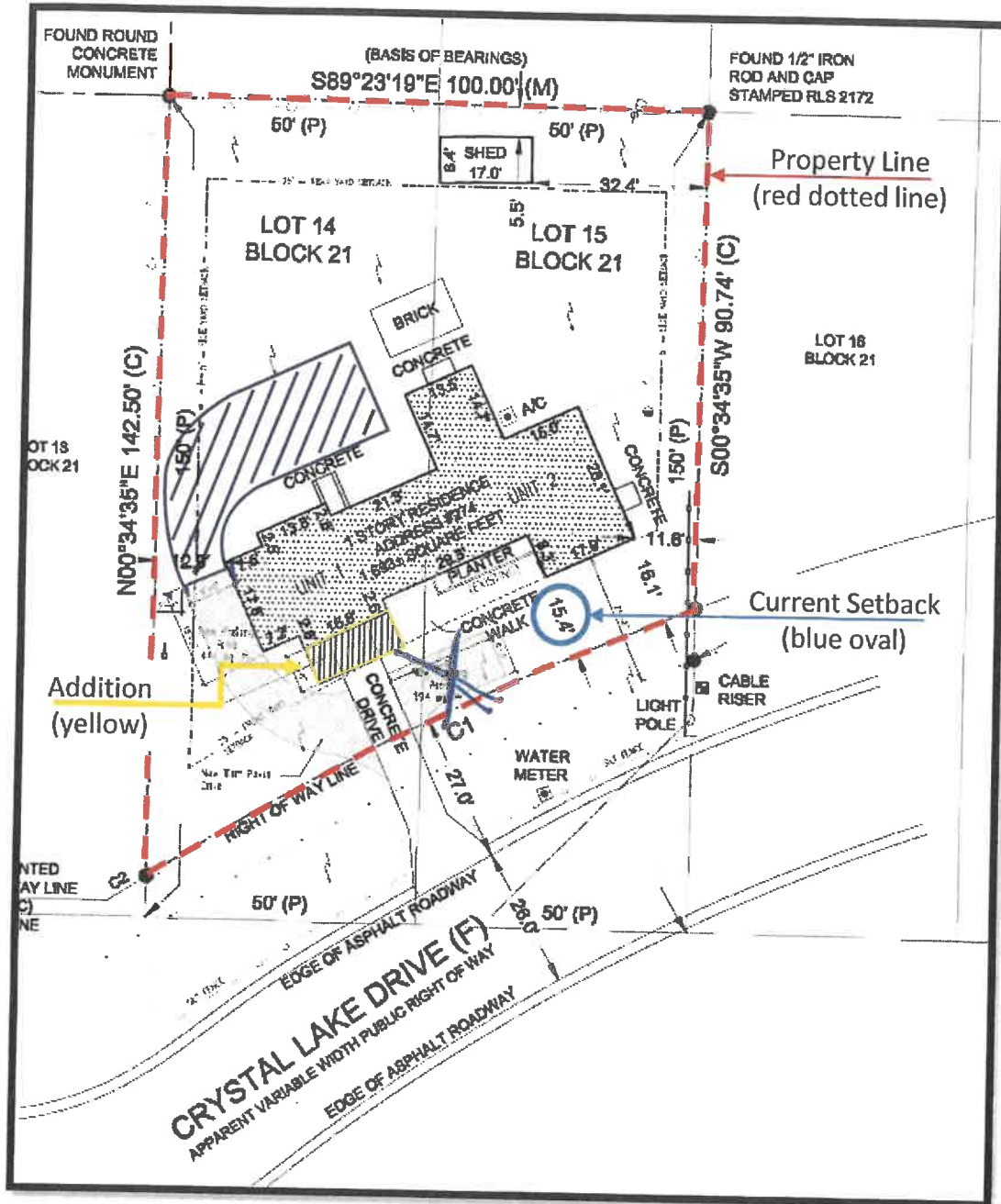
(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

274 Crystal Lake Dr.



The applicant is requesting a variance for a front yard setback to construct an addition to an existing home. The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

- * Rear Parking Area 20' x 35'
- * Drive addition constructed with corbing to prevent runoff to neighboring lot

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	09/21/2023
Order Number:	9310242
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	1	10/03/2023 - 10/03/2023	Govt Public Notices
LEE dailycommercial.com	1	10/03/2023 - 10/03/2023	Govt Public Notices

Order Confirmation Amount	\$82.68
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, October 10, 2023 at 6:30 PM for the following variances: (1) to allow for a front yard setback of 15 feet rather than 25 feet, as required by the Land Development Code, Section 125-195 and (2) to allow a driveway adjacent to the side property line rather than a 5 foot setback, as required by the Land Development Code 125-520, at the following location:

LOCATION

274 Crystal Lake Drive
(AK 1611709)

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

All public hearings 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
October 3, 2023

10/3/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, October 24, 2023	
Agenda Item Name	
Resolution No. 2023-026R <i>Hancock Commons Apartments CUP</i>	
Requested Action	
Recommend denial of Resolution 2023-026R.	
Staff Report	
The applicant, Clermont 15 LLC, is requesting a Conditional Use Permit (CUP) in order to develop an apartment complex consisting of 230 multi-family units on 20 +/- acres located adjacent to the intersection of Hooks Street and Hancock Road. The proposed project is being presented as a combination of multi-story buildings, attached townhome type units and two-family units. In addition, the applicant is proposing amenities, such as a clubhouse, swimming pool and dog park. The underlying zoning on the property currently is C-2 General Commercial. Section 125-337 of the Land Development Code may permit dwelling units through a Conditional Use Permit. In addition, the applicant will also have 3.75 acres of commercial abutting this proposal along Hancock Road that is not part of the CUP. The future land use of the property is Commercial. A conceptual site plan prepared by Germana Engineering, dated 09-08-2023, shows the layout of the development. The proposed density of the project is 11.5 dwelling units per acre. The conceptual plan shows the project as being gated and served by four (4) ingress/egress locations. Two (2) of the access points are along the north property line, and the other two (2) are on the western edge of the development. Two (2) other potential access points are shown along the future Hooks Street corridor. The proposed parking consists of 472 spaces. The required parking is 470 spaces, which leaves two (2) additional spaces for visitors and guests. The applicant has prepared a traffic impact analysis, which has been reviewed by the City's traffic consultant, the Florida Department of Transportation, and Lake County. Several operational deficiencies were noted as a result of the proposed development within the current transportation network. These operational deficiencies would restrict ingress and egress to the site, especially along the two (2) western access points from Hancock Road due to vehicles blocking the access points and the inability to leave the proposed site and head southbound on Hancock Rd. Lake County has plans to modify the medians to prohibit any traffic turning left (southbound) on Hancock Rd leaving the site. In addition, no U-turn signage will be installed at SR 50. State Road 50 is over capacity and retiming of the traffic signals at SR 50 and Hancock Rd will not alleviate the issue.	



Looking south along Hancock Road with the access points on the left blocked by current traffic. Hooks Street traffic light in the background.

In order for safe and efficient movement of traffic, the additional traffic from the proposed site would be best served with access to the traffic signal on Hancock Road at Hooks Street. The traffic signal and full intersection will allow traffic movement in all directions. In 2020, Lake County and the City agreed upon the alignment of Hooks Street. This was made known to all property owners along the Hooks Street corridor. If approved, the developer will be required to replace or modify the traffic signal to provide for the westbound approach. The construction of Hooks Street is a critical aspect of safety serving this project. In a previous multi-family application in 2019 presented before the City on this parcel, the Hooks Street access was also a critical point of discussion and necessity. The applicant did not agree to this, and the project did not move forward. The current project does not allow for the full Hooks Street alignment previously approved in 2020.

Section 101-212 (b) of the Land Development Code has specific requirements in order to grant a Conditional Use Permit. This application fails to fully meet: (1) the compatibility of development, (2) transportation, and (3) site planning aspects of the review. The compatibility of development will impact the traffic to abutting property owners. With the current transportation network, the project demands will not be served. This section of the code requires dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements that will be considered and addressed. The applicant has failed to address these issues. Site planning has not fully addressed consideration of: (1) visual resources (view and aesthetics) with no cross-sectional view of the project, (2) off-street parking with parking inadequate for guests and location of parking nearby to serve the residents, and (3) ingress and egress that will safely serve the property with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Staff recommends denial of Resolution 2023-026R. *The Planning and Zoning Commission recommended denial, 6-0.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	Resolution.pdf	
2. Location Map	Hancock Commons Map.pdf	
3. Master Concept Site Plan	Master Concept Site Plan.pdf	
4. Plans	Plans.pdf	
5. Traffic Pictures	Traffic pictures.pdf	
6. Traffic Impact Analysis	Traffic Impact Analysis.pdf	
7. School Capacity Letter	School Capacity Letter.pdf	
8. CUP Application	CUP Application.pdf	
9. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR MULTI-FAMILY DWELLING UNITS WITHIN THE C-2 GENERAL COMMERCIAL 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 October 3, 2023, recommended denial of this Conditional Use Permit to allow for multi-family dwelling units within the C-2 General Commercial District at the following location:

LOCATION:

Hancock Commons Apartments
Vacant property northeast of the Hooks Street
and Hancock Road intersection.
(Alternate Key # 3825852, 3864164, 3864163)
23.75 +/- Acres

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

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

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 multi-family dwelling units within the C-2 General Commercial 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. 2023-026R

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 and contained in the legal description in Exhibit A 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's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.
12. The property shall be developed in substantial accordance with the Conditional Use Plans dated 9-8-23, prepared by Germana Engineering, Exhibit B. 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.



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

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.

SECTION 2: LAND USE

1. This permit is for up to 230 rental dwelling units, not to exceed 11.5 dwelling units per acre, through the construction of multi-story apartments, townhome style buildings, and detached duplexes.
2. The building setbacks will be a minimum of 25 feet from any public rights of ways, which include future Hooks Street right-of-way. All other building setbacks will be a minimum of 20 feet from the property line.
3. The buildings shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and be constructed closely as represented in the provided Sample Elevations, Exhibit C.
4. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. The Alleys for the project are part of the Required Fire Apparatus Access Road and shall meet the requirements of Chapter 18.2 of the Florida Fire Prevention Code with a minimum width of 20 feet. The surface of the Fire Apparatus Access Roads in the Alleys shall be striped with No Parking Fire Lane Yellow markings. No Parking Fire Lane signs are required. The required No Parking Fire Lane Signs shall be installed on both sides of the alleys, every 60 feet. All Multifamily Buildings and Attached dwelling units shall be provided with Fire Sprinklers.
5. The project will have private gated streets at all entrance points and will be maintained by the developer or designated party.
6. A trash compacter may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
7. The developer will agree to construct that segment of Hooks Street lying along the southern property boundary in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. The project shall be required to connect to Hooks Street as an access point for the development. This will be completed prior to first building receiving a Certificate of Occupancy.
8. The developer shall be responsible for payment of 1.61 % of the improvements for the cost to widen Hancock Road from Hooks Street to Johns Lake Road as part of their proportionate share cost. This payment shall be made upon request of Lake County prior to the commencement of the road improvement project.
9. The developer shall be responsible for transportation improvements to Hancock Road and Hooks Street, including but not limited to: right of way, design, engineering, permitting and construction to the local roadway network as determined by Lake County. All right-of-way shall be dedicated at no cost and shall be of sufficient width for the design and construction of Hooks Street.



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

10. The site shall be designed and developed to comply with the Clermont Land Development Regulations, including landscape buffers and screening.
11. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
12. If required by Lake County or Florida Department of Transportation, the developer shall be responsible to coordinate the modification of the existing traffic signals to accommodate safe and efficient traffic flow resulting from the project.
13. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

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. 2023-026R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of October 2023.

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. 2023-026R

Exhibit A – Legal Description:

AltKey 3864164:

TRACT A, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 87 AND 88, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AltKeys 3864163 & 3825852 (as surveyed):

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4449, PAGE 2263 AND LOT 5, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 87-88, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NW 1/4; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N89°56'21"W, A DISTANCE OF 50.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (100-FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 2010, PAGE 321, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 57.91 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 606.10 FEET TO THE NORTH LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID NORTH LINE, S89°46'36"E, A DISTANCE OF 278.93 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID HANCOCK COMMONS; THENCE WITH THE WEST LINE OF SAID LOT 5, N01°02'42"E, A DISTANCE OF 345.27 FEET TO THE SOUTH LINE OF LOT 1 OF SAID HANCOCK COMMONS; THENCE WITH THE SOUTH LINES OF LOTS 1 AND 2 OF SAID HANCOCK COMMONS, S89°05'20"E, A DISTANCE OF 390.91 FEET TO THE EAST LINE OF SAID LOT 2; THENCE WITH SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N45°54'42"E, A DISTANCE OF 7.08 FEET; 2) N00°54'40"E, A DISTANCE OF 239.99 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE WITH SAID NORTH LINE, N89°05'20"W, A DISTANCE OF 38.98 FEET; THENCE WITH THE SAID NORTH LINE AND WITH A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE-WIDTH RIGHT OF WAY), N00°54'40"E, A DISTANCE OF 25.00 FEET; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE S89°05'20"E, A DISTANCE OF 88.98 FEET; THENCE WITH THE WEST LINE OF LOT 3 OF SAID HANCOCK COMMONS THE FOLLOWING TWO (2) COURSES: 1) S00°54'40"W, A DISTANCE OF 263.94 FEET; 2) S44°20'15"E, A DISTANCE OF 8.60 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WITH THE SOUTH LINES OF LOTS 3 AND 4 OF SAID HANCOCK COMMONS, S89°05'20"E, A DISTANCE OF 453.99 FEET TO THE EAST LINE OF SAID LOT 4; THENCE WITH SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N30°41'51"E, A DISTANCE OF 54.57 FEET; 2) N00°52'01"E, A DISTANCE OF 222.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°05'20"E, A DISTANCE OF 52.50 FEET TO THE EAST LINE OF LOT 5 OF SAID HANCOCK COMMONS; THENCE WITH SAID EAST LINE, S00°52'01"W, A DISTANCE OF 333.42 FEET TO THE NORTHEAST CORNER OF TRACT A OF SAID HANCOCK COMMONS; THENCE WITH THE NORTH LINE OF SAID TRACT A, N89°05'20"W, A DISTANCE OF 230.00 FEET; THENCE WITH THE WEST LINE OF SAID TRACT A, S00°52'01"W, A DISTANCE OF 272.76 FEET; THENCE WITH THE SOUTH LINE OF SAID TRACT A, S89°46'36"E, A DISTANCE OF 230.01 FEET; THENCE WITH THE EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, S00°52'01"W, A DISTANCE OF 498.74 FEET; THENCE LEAVING SAID EAST LINE THE FOLLOWING SIX (6) COURSES: 1) N88°57'38"W, A DISTANCE OF 543.18 FEET TO A POINT OF CURVATURE; 2) SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 22°52'07" AND A CHORD BEARING AND DISTANCE OF S79°36'19"W, 352.88 FEET) FOR AN ARC DISTANCE OF 355.23 FEET TO A POINT OF REVERSE CURVATURE; 3) SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 809.13 FEET, A CENTRAL ANGLE OF 10°40'24" AND A

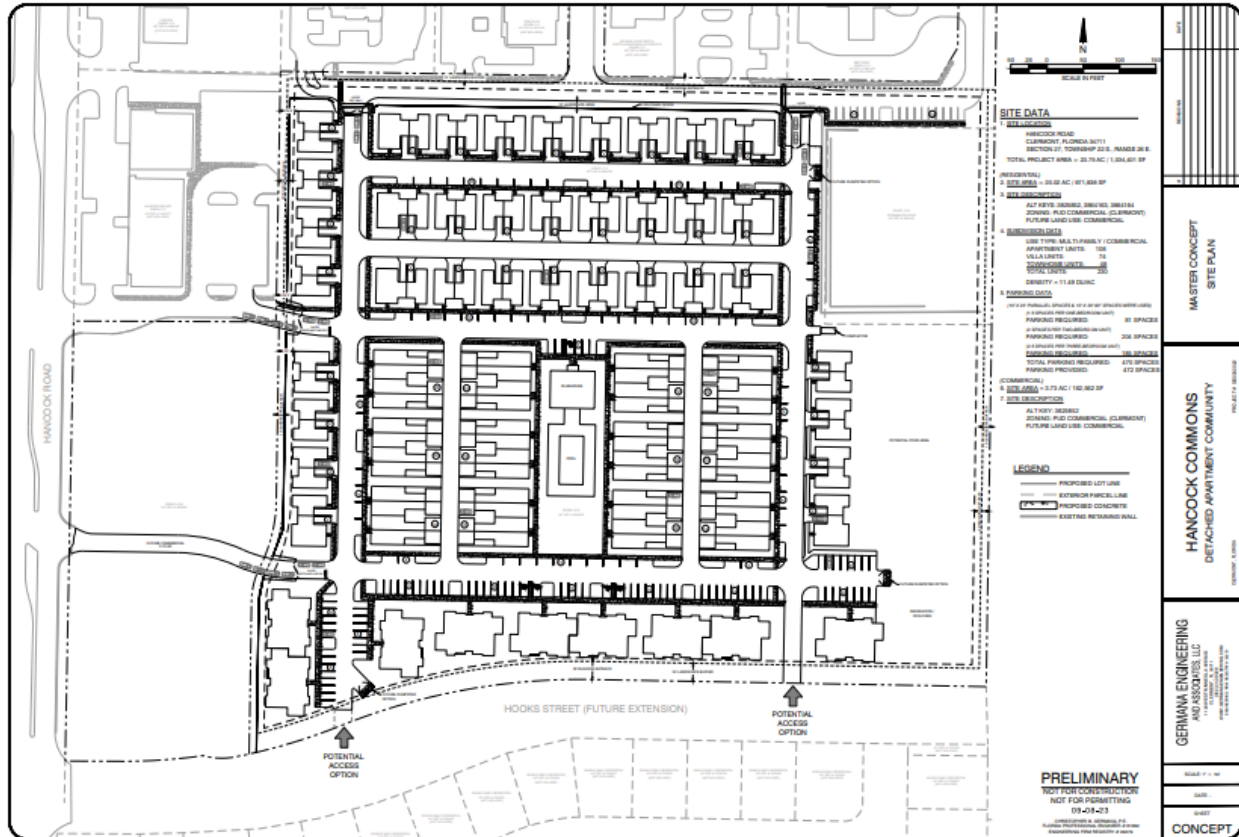


CITY OF CLERMONT
RESOLUTION NO. 2023-026R

CHORD BEARING AND DISTANCE OF S73°30'26"W, 150.51 FEET) FOR AN ARC DISTANCE OF 150.73 FEET TO A POINT OF COMPOUND CURVATURE; 4) NORTHWESTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 26°10'13" AND A CHORD BEARING AND DISTANCE OF N88°04'16"W, A DISTANCE OF 45.28 FEET) FOR AN ARC DISTANCE OF 45.68 FEET; 5) SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 08°19'44" AND A CHORD BEARING AND DISTANCE OF S86°09'49"W, 116.19 FEET) FOR AN ARC DISTANCE OF 116.29 FEET TO A POINT OF TANGENCY; THENCE N89°40'18"W, A DISTANCE OF 74.16 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT
RESOLUTION NO. 2023-026R

Exhibit B:
Overall Site Plan



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

Exhibit C: Sample Elevations



12-UNIT APARTMENT ELEVATION



24-UNIT APARTMENT ELEVATION



TOWNHOME ELEVATION



1x2 - 1-STORY

3x2 - 2-STORY

3x2 - 2-STORY

2x2 - 2-STORY

VILLA ELEVATIONS - FRONT-LOAD GARAGES



1x2 - 1-STORY

3x2 - 2-STORY

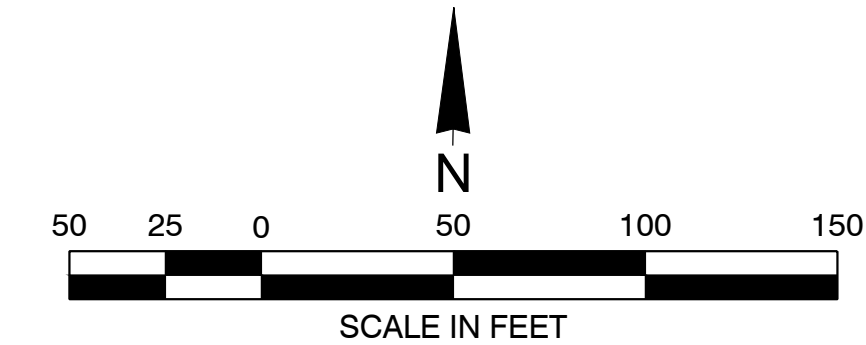
3x2 - 2-STORY

2x2 - 2-STORY

VILLA ELEVATIONS - REAR-LOAD GARAGES

Exhibit - Location Map – Hancock Commons Apartments





SITE DATA

1. **SITE LOCATION**
HANCOCK ROAD
CLERMONT, FLORIDA 34711
SECTION 27, TOWNSHIP 22 S., RANGE 26 E.
TOTAL PROJECT AREA = 23.75 AC / 1,034,401 SF

(RESIDENTIAL)
2. **SITE AREA** = 20.02 AC / 871,838 SF

3. **SITE DESCRIPTION**
ALT KEYS: 3825852, 3864163, 3864164
ZONING: PUD COMMERCIAL (CLERMONT)
FUTURE LAND USE: COMMERCIAL

4. **SUBDIVISION DATA**
USE TYPE: MULTI-FAMILY / COMMERCIAL
APARTMENT UNITS: 108
VILLA UNITS: 74
TOWNHOME UNITS: 48
TOTAL UNITS: 230
DENSITY = 11.49 DU/AC

5. **PARKING DATA**
(10' X 23' PARALLEL SPACES & 10' X 20' 90° SPACES WERE USED)
(1.5 SPACES PER ONE-BEDROOM UNIT)
PARKING REQUIRED: 81 SPACES
(2 SPACES PER TWO-BEDROOM UNIT)
PARKING REQUIRED: 204 SPACES
(2.5 SPACES PER THREE-BEDROOM UNIT)
PARKING REQUIRED: 185 SPACES
TOTAL PARKING REQUIRED: 470 SPACES
PARKING PROVIDED: 472 SPACES

(COMMERCIAL)
6. **SITE AREA** = 3.73 AC / 162,562 SF
7. **SITE DESCRIPTION**
ALT KEY: 3825852
ZONING: PUD COMMERCIAL (CLERMONT)
FUTURE LAND USE: COMMERCIAL

LEGEND

- PROPOSED LOT LINE
- EXTERIOR PARCEL LINE
- PROPOSED CONCRETE
- EXISTING RETAINING WALL

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
09-08-23
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

DATE	
REVISIONS	
#	
MASTER CONCEPT	SITE PLAN
HANCOCK COMMONS	DETACHED APARTMENT COMMUNITY
GERMANA ENGINEERING AND ASSOCIATES, LLC	PROJECT # GE033022
1120 WEST MINNEOLA AVENUE CLERMONT, FL 34711 WWW.GERMANAENGINEERING.COM ENGINEERING FIRM REGISTRY # 29279	CLERMONT, FLORIDA
SCALE: 1" = 50'	
DATE: -	
SHEET	
CONCEPT	



HANCOCK COMMONS
A NEIGHBORHOOD MIXED-USE RENTAL COMMUNITY

At Hancock Road and Hooks Street
Clermont, Florida

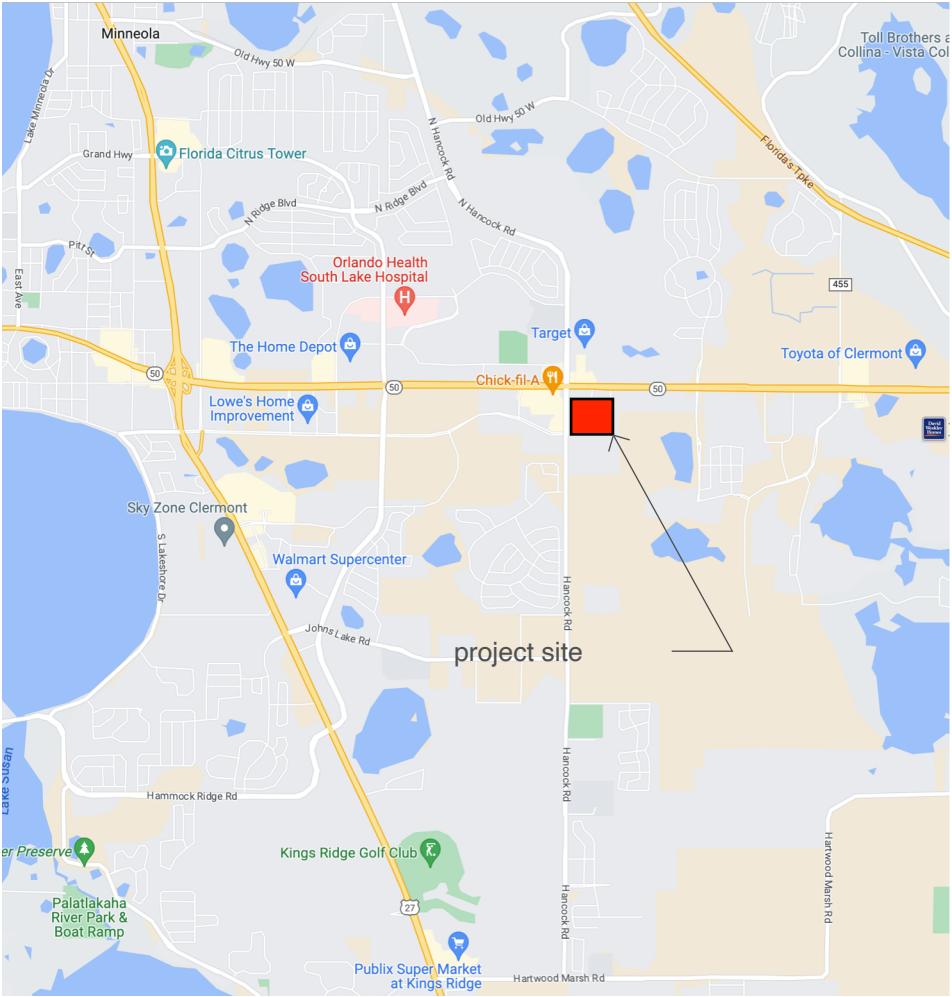
HELPING SOLVE CLERMONT’S “MISSING MIDDLE” HOUSING SHORTAGE

“...to encourage the accomplishment of a more complete living environment through the application of enlightened and imaginative approaches to community planning and shelter design.”

... introduce a variety of architectural solutions... separate vehicular and pedestrian circulation systems... integration of open space networks and recreation areas... establish neighborhood identity”

City of Clermont Land Development Code, Chapter 125

	LCA DEVELOPMENT		800 Highland Ave. Suite 200 Orlando, FL 32803
	August 8, 2023 ::	Project Location ::	



AREA MAP

LOCATED NEAR THE INTERSECTION
OF HANCOCK ROAD AND HIGHWAY 50

LOCATION HIGHLIGHTS:

- CENTRAL LOCATION NEAR A MAJOR INTERSECTION
- MINUTES FROM US 27 AND FLORIDA’S TURNPIKE
- 25-MINUTES TO DOWNTOWN ORLANDO
- LESS THAN 10 MINUTES TO DOWNTOWN CLERMONT



PARCEL MAP

ALTKEYS:
3825852
3864164
3864163

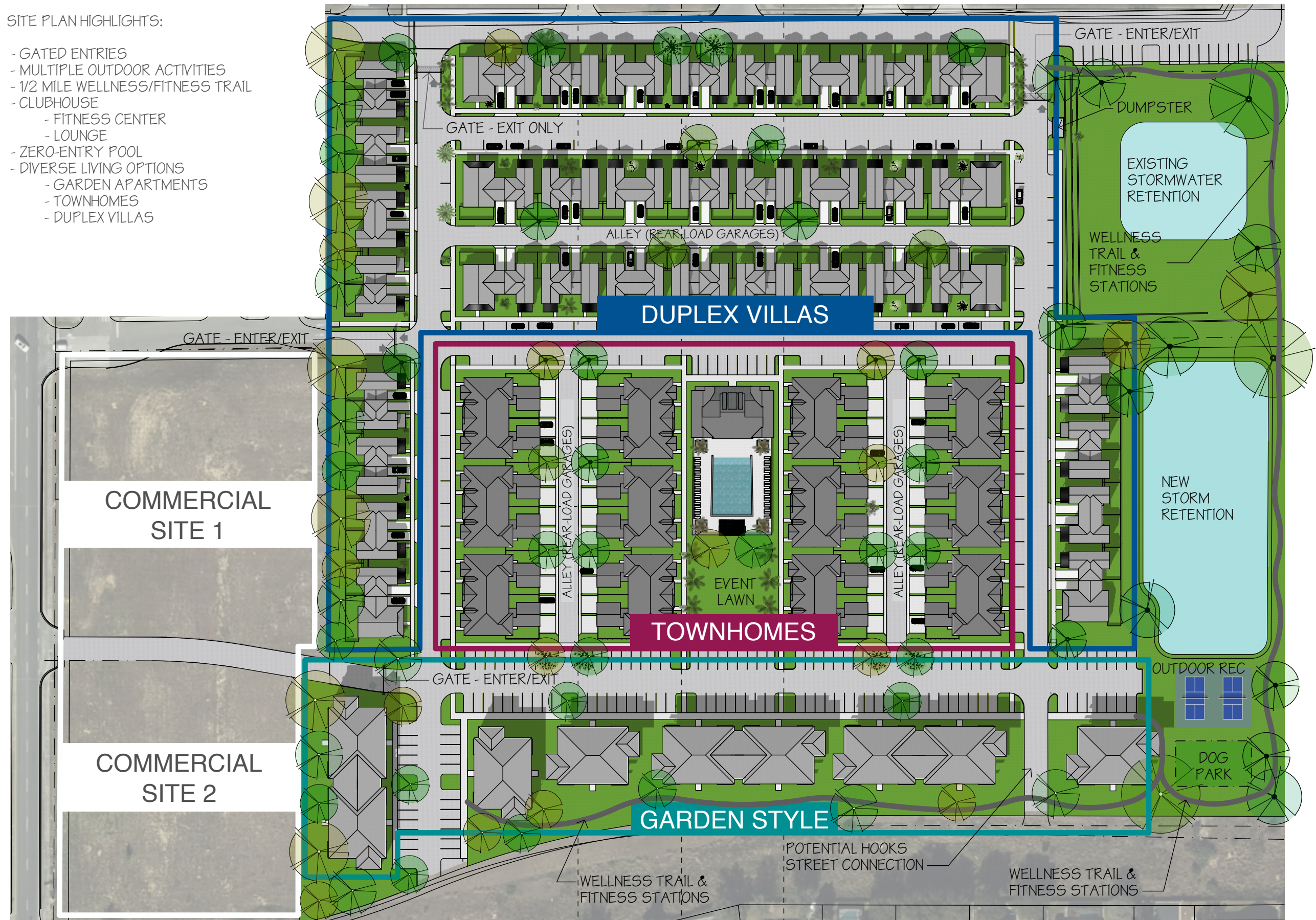
WALK-TIME HIGHLIGHTS:

- TRUE WALKABILITY - NOT JUST A BUZZWORD
- NEARLY ALL DAILY NEEDS WITHIN A 10-MINUTE WALK
 - GROCERIES
 - BREAKFAST/LUNCH/DINNER SERVICE
 - MEDICAL CARE
 - DENTAL CARE
 - CHILD CARE
 - PET CARE
 - BICYCLE SALES AND REPAIR
 - EDUCATION
 - BANKING
 - EYE WEAR
 - AUTO CARE
 - FITNESS
 - OFFICE SUPPLIES
- PROMOTES COMMUNITY HEALTH
- GOOD FOR THE ENVIRONMENT
- PATRONS OF NEARBY BUSINESSES



SITE PLAN HIGHLIGHTS:

- GATED ENTRIES
- MULTIPLE OUTDOOR ACTIVITIES
- 1/2 MILE WELLNESS/FITNESS TRAIL
- CLUBHOUSE
 - FITNESS CENTER
 - LOUNGE
- ZERO-ENTRY POOL
- DIVERSE LIVING OPTIONS
 - GARDEN APARTMENTS
 - TOWNHOMES
 - DUPLEX VILLAS





3X2 - 1-STORY

3 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

2 X 2.5 - 2-STORY

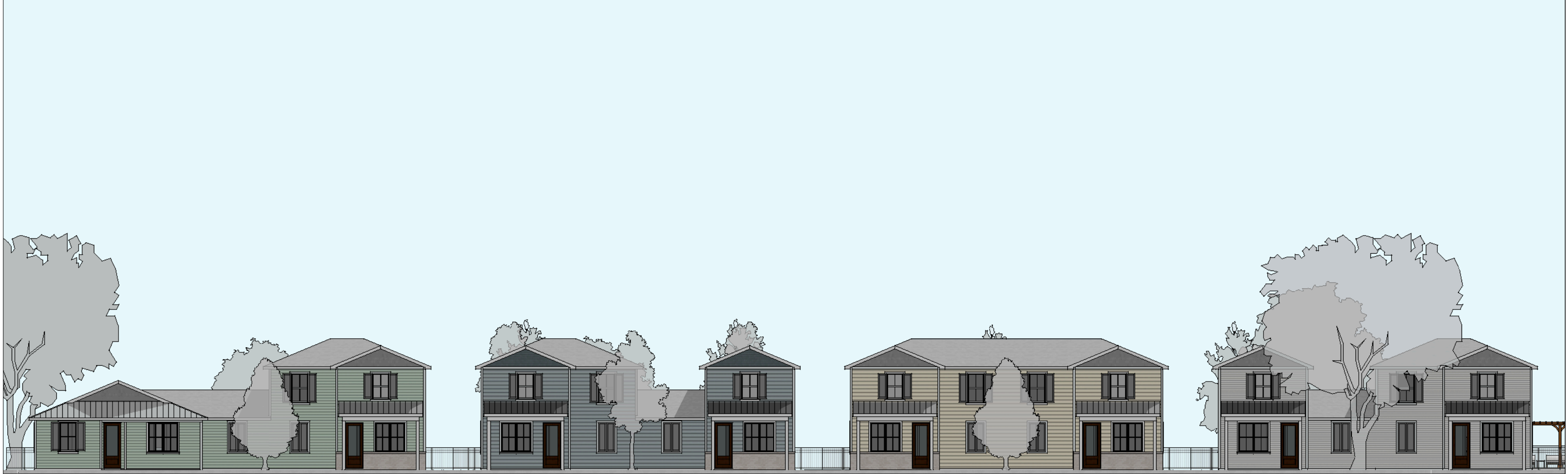
3 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

2 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

VILLA ELEVATIONS - FRONT-LOAD GARAGES



3X2 - 1-STORY

3 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

2 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

2 X 2.5 - 2-STORY

3 X 2.5 - 2-STORY

VILLA ELEVATIONS - REAR-LOAD GARAGES



TOWNHOME ELEVATION



TOWNHOMES & CLUBHOUSE - RENDERING



12-UNIT APARTMENT ELEVATION



24-UNIT APARTMENT ELEVATION

GENEROUS, WELCOMING FRONT PORCHES



KID-FRIENDLY, PET-FRIENDLY FENCED YARDS



MASTER BATHS WITH DOUBLE VANITIES AND WALK-IN CLOSETS



FULL KITCHENS WITH UPGRADED APPLIANCES



OFFICE ALCOVES

Current traffic conditions – photos provided by Lake County Public Works
Sept. 11, 2023



Looking south along Hancock Road with the access points on the left blocked by current traffic. Hooks Street traffic light in the background.



Looking south along Hancock Road near the intersection of SR 50 showing the current traffic conflicts within the vicinity of the western access points of the project.

MEMORANDUM

Date: September 19, 2023

Project #: 24449.29

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

From: Stephanie Shealey, PE, PTOE, PTP and Andrew Garrison, PE

Project: Hancock Commons

Subject: TIA Review

This memorandum has been prepared to document the review of the revised Hancock Commons Built-to-Rent Transportation Impact Analysis. The TIA was completed by Kimley-Horn & Associates, Inc. and is dated August 22, 2023. The original comments were sufficiently addressed, but additional comments were identified in the review. In addition to the comments provided on the traffic study below, additional input from Lake County regarding access modifications to Hancock Road that will be required by the project is provided. Based on the limited access which will be allowed from Hancock Road, please consider modifications to the site plan to allow for access via Hook Street.

Hancock Commons Transportation Impact Analysis Comments:

1. **Figure 2a, 2b, 3a, 3b** – FDOT comments requested updating these figures to reflect existing lane configuration, as they currently show the number of through lanes with separate arrows for turning movements. However, for simplicity of understanding turning volumes on shared movements, it is suggested to revise these figures to show volumes by turning movement and removing duplicate through arrows. A separate figure can be prepared to show existing lane configurations.
2. **Figure 3a** – In the bottom right portion of the volume graphic for Intersection 1, there is an errant turn arrow. Please remove.
3. **Site Access** – Per input from Lake County, the developer will need to modify the median on Hancock Road as part of the access for the site, creating a directional access at Driveway 7 and closing the median completely at Driveway 10. Additionally, no u-turns will be allowed on northbound Hancock Road at SR 50. Please update the trip assignment to reflect these changes.
4. **Conclusion** – In the second paragraph, the trip generation does not match the updated trip generation estimates in Table 6. Please update.

5. **Conclusion** – Please add the required access modifications to Hancock Road to the conclusions/recommendations.

Access Notes from Lake County:

In order to provide for the safe and efficient movement of traffic the following should be implemented:

- The Developer should be required to modify the medians on Hancock Road which closes driveway number 10 and changes the median opening to directional at driveway number 7. In the future this median may also need to be closed in order to provide additional left turn storage for northbound Hancock onto westbound S.R. 50. We expect significant traffic increases over the 20 year horizon and no practical opportunity to add dual lefts on the northbound approach. The left turn lane will have to be lengthened which may require the elimination of this directional opening. In that event, there would not be a southbound left on Hancock Road into the project site.
- Right turn lanes are required for commercial sites and are not shown on the proposed plan for turning movements from Hancock Road onto the commercial mixed use site driveways. These turn lanes should be installed by the developer.
- Due to access management needed improvements, there is not an opportunity for traffic to turn left out of the project to head south on Hancock Road. Public Works has also requested FDOT to post Hancock Rd. at SR 50 for no U-turns due to the significant amount of traffic at this intersection.
- Traffic heading north on Hancock Road has been observed with significant backups blocking driveways on the east side of the road. As traffic increases in this area, it may interfere with southbound Hancock Rd. traffic attempting to turn left into the project site across the northbound lanes. As mentioned previously as traffic growth continues, this directional median opening may need to be closed at some future date.
- In the event that the project site develops prior to the adopted and planned extension of Hooks Street east of Hancock Road, it is very likely that Hooks Street will not be able to provide an emergency or vehicle access to the site. The right of way is limited and does not allow for improvements outside of this right of way onto private property. The grades proposed by the development would require work into the private property.
- For vehicular safety and improved capacity of this road, the additional traffic would be best served with access to the traffic signal on Hancock Road at Hooks Street. The traffic signal and full intersection will allow traffic movement in all directions. The developer will be required to replace or modify the traffic signal to provide for the westbound approach. Any access from the development to the Hooks Street extension would be required to follow the Lake County adopted Access Management Ordinance for driveway spacing.



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

August 2, 2023

Ms. Michelle Chira
Hancock Commons LLC
800 Highland Avenue, #200
Orlando, FL 32803

**RE: Hancock Commons – Clermont
School Concurrency Capacity Reservation (District Project #LCS2023-20)
Alternate Keys: 3825852, 3864164, 3864163**

Dear Ms. Chira:

The School Board of Lake County has reviewed the project information for the proposed residential development referenced above. The application indicates 182 multi-family and 48 single-family (attached) dwelling units. The proposed development is estimated to generate approximately sixty-eight (68) students.

Based on the information provided in the application the property is located within Concurrency Service Area (CSA) #12. The analysis performed indicates the students generated from this residential development will not exceed the level of service standards for each school level.

It has been determined at this time that school capacity is available and **will be reserved for your project. This capacity reservation will expire one year from date of issuance.** In the event, a final development order is obtained within the year this capacity reservation will be valid for the life of the project. Please notify the school district when the final development order is obtained in order to update the project records.

If you should require additional time to obtain the final development order approval, please notify District staff prior to the expiration date to discuss time extension options. Once the reservation expires, the capacity will be released and a new completed application and fee will be required. If you have any questions, please contact me at (352) 253-6694 or at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: School Concurrency Availability Determination

Lake County Florida School Board CIP

School Concurrency Availability Determination

Project Name: Hancock Commons
Date Received: 7/31/2023
Case Number: LCS2023-20
Builder Name: Clermont 15, Hancock Commons, et al
Location: SEC of SR50 and Hancock Road

Project Planned Units:

Single Family: 0 **# Multi-Family:** 182
Townhomes: 48 **# Apartments:** 0

Additional Information: 9/23/19 received APF application
 9/26/19 issued APF letter
 7/31/23 Recd SC app

Project Unit Yield By Type of School

	Yield	Elem	Mid	High
Multi-Family	0.153	28		
Multi-Family	0.068			12
Multi-Family	0.061		11	
Town Homes	0.157	8		
Town Homes	0.114			5
Town Homes	0.079		4	

Service Area Analysis

Concurrency Service Area (CSA)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Reserved Demand	Total Demand	Available Capacity	Project Demand
CSA #12 - Elementary	4806	966	5772	4929	322	5251	521	35
CSA #12 - Middle	2151	800	2951	2028	221	2249	702	15
CSA #12 - High	5529	0	5529	4925	491	5416	113	18

Project Demand may differ from Project Yield by Type of School due to rounding



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 Sep 1, 2022		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Hills of Clermont Phase 3 - Detached Apartment Community			
Applicant Clermont 15 LLC			
Contact Person Michelle Chira			
Address 800 Highland Avenue Suite 200	City Orlando	State FL	Zip 32803
Telephone 407-297-1600	Fax		
Email michelle@mcequity.com			
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)			
Owner's Name Clermont 15 LLC and Royal Elk, LLC, Michelle Chira			
Owner Address 800 Highland Avenue Suite 200	City Orlando	State FL	Zip 32803
Telephone 407-297-1600	Fax		
PROPERTY INFORMATION			
Address of Subject Property NE Corner of Hooks St and Hancock Rd	City Clermont	State FL	Zip 34711
General Location 2 Parcels northeast of the intersection of Hooks Street and Hancock Road. South of Highway 50 and Hancock Commons.			
Legal Description & Alternate Key (include copy of survey) ALT Key 3825852 - FROM W 1/4 COR OF SEC RUN N 89-23-17 E ALONG S LINE OF NW 1/4 A DIST OF 50 FT TO E R/W LINE OF HANCOCK RD, N 0-42-51 E ALONG SAID E R/W LINE 58.87 FT FOR POB, CONT N 0-42-51 E 605.38 FT TO N LINE OF S 1/2 OF SW 1/4 OF NW 1/4, S 89-22-08 E 1268.28 FT, S 0-23-15 W ALONG E LINE OF S 1/2 OF SW 1/4 OF NW 1/4 A DIST OF 480.14 FT TO A POINT BEING 95.52 FT ON A BEARING OF N 0-23-15 FROM NE COR OF LOT 243 HILLS OF CLERMONT PHASE TWO, N 89-21-43 W 546.56 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SLY HAVING A RADIUS OF 890 FT & A CHORD BEARING OF S 79-12-13 W, THENCE RUN WLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 22-52-07 FOR A DIST OF 355.23 FT TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NLY, HAVING A RADIUS OF 809.13 FT & A CHORD BEARING OF S 73-06-21 W, THENCE RUN WLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-40-23 A DIST OF 150.72 FT TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NLY, HAVING A RADIUS OF 100 FT & A CHORD BEARING OF N 88-28-21 W, THENCE RUN WLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26-10-13 FOR A DIST OF 45.68 FT TO THE POINT ON A NON-TANGENT CURVE CONCAVE NLY HAVING A RADIUS OF 800 FT & A CHORD BEARING OF S 85-45-44 W, THENCE WLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-19-45 FOR A DIST OF 116.30 FT TO THE POINT OF TANGENCY, THENCE RUN S 89-55-37 W 74.19 FT TO POB ORB 4449 PG 2263 ALT Key 3864163 - HANCOCK COMMONS PB 61 PG 87-88 LOT 5 ORB 5902 PG 1843			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD (ALT Key 3825852) & C-2 General Commercial (ALT Key 3864163)			



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

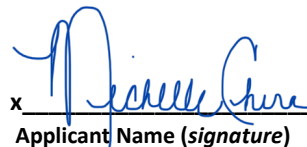
Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

The project is proposing a 190 unit detached apartment community located at the northeast corner of Hooks Street and Hancock Road. This community would be located on parcels 3825852 (south parcel) and 3864163 (North parcel).

The proposed project will feature greenways, park areas, a clubhouse, and landscape buffers. These community-minded additions make this project an excellent fit for the City of Clermont's vision of a beautiful and thriving Clermont.

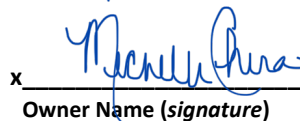
Michelle Chira

Applicant Name (print)

x 
Applicant Name (signature)

Michelle Chira

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:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	09/14/2023
Order Number:	9288628
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	55.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	09/26/2023 - 10/17/2023	Govt Public Notices
LEE dailycommercial.com	2	09/26/2023 - 10/17/2023	Govt Public Notices

Order Confirmation Amount	\$170.60
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Ad Preview

LEGAL NOTICE

On Tuesday, October 3, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit to allow for multi-family dwelling units within the C-2 General Commercial District. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, October 24, 2023 at 6:30 PM.

LOCATION

Hancock Commons Apartments
Vacant property northeast of the
Hooks Street
and Hancock Road intersection.
(Alternate Key # 3825852, 3864164,
3864163)
23.75 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

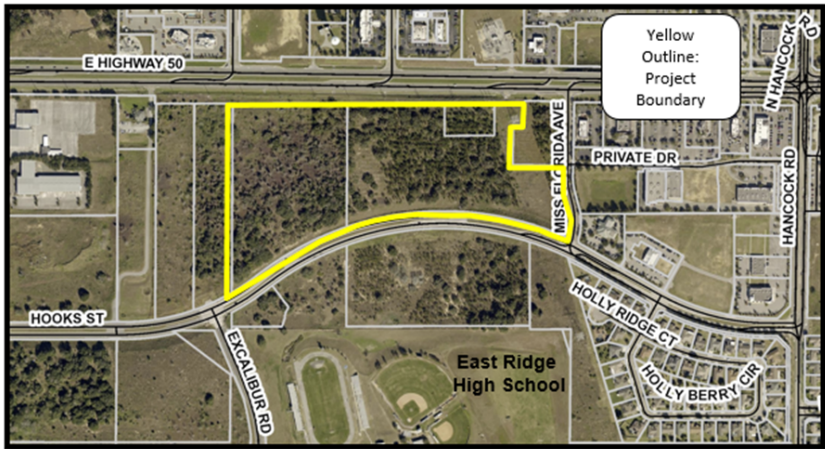
This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties shall 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

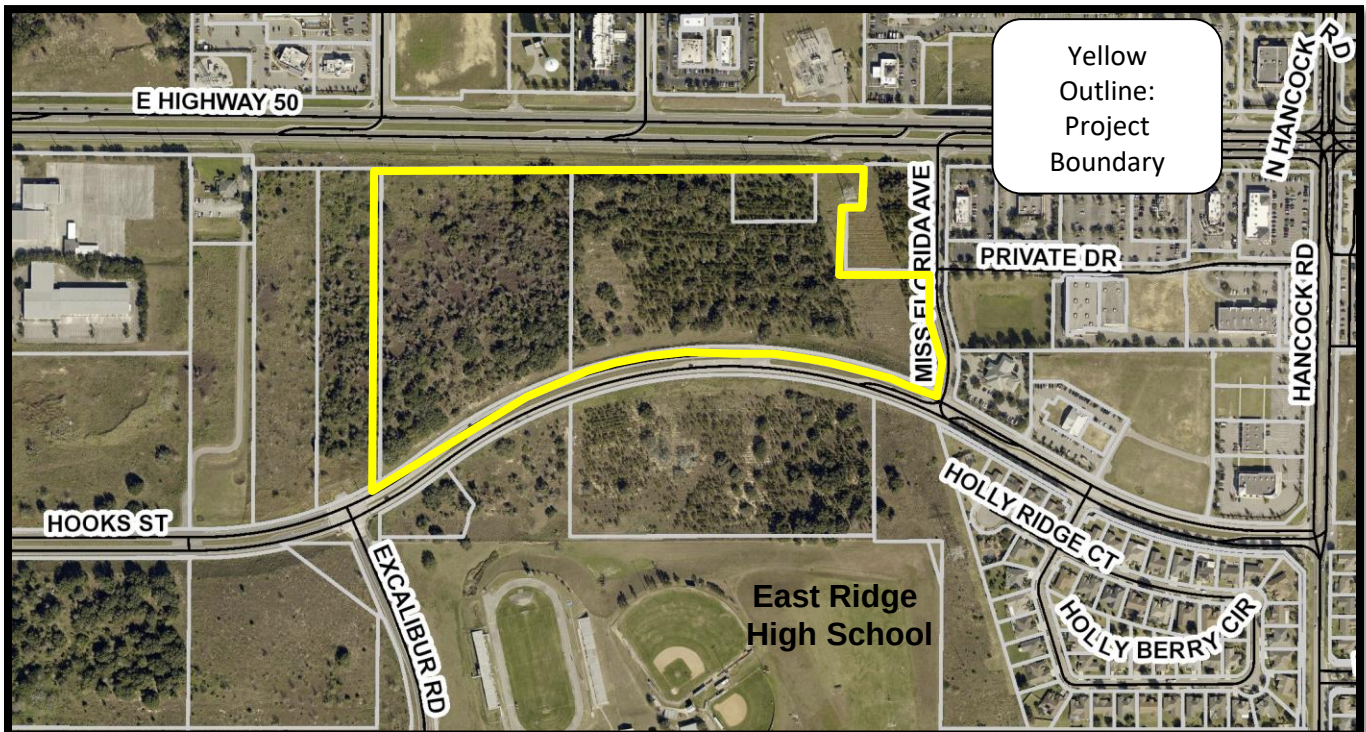
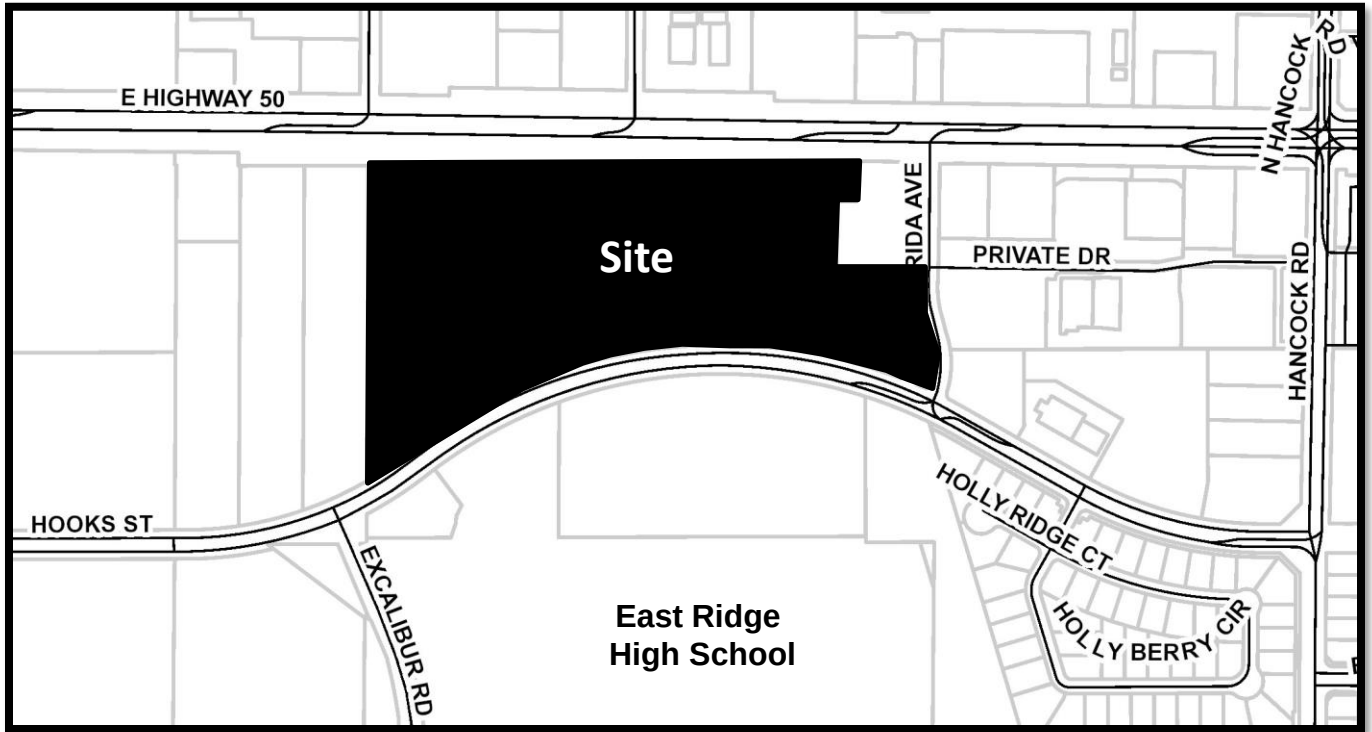
Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
September 26 and October 17, 2023
#9288628 Sept 26, Oct 17, 2023

AGENDA ITEM

Meeting Date	
Tuesday, October 24, 2023	
Agenda Item Name	
Variance Request <i>The Vue at Clermont</i>	
Requested Action	
Recommend denial of the variance request.	
Staff Report	
The applicant, Jimmy Crawford, is requesting a variance to Section 123-102 of the Land Development Code (LDC) to ask for a reduction in the fee in lieu of tree replacement for a project within the City of Clermont. The project is known as the Vue and is located south of Highway 50, west of Miss Florida Avenue, and north of Hooks Street. 	
The project consists of approximately 29 acres and initially received development approval in early 2017. The project comprises of commercial and residential uses. Due to the extreme grade between SR 50 and Hooks Street, the project was granted cut/fill of up to 28 feet over 34% of the project area and retaining wall heights up to 13 feet as part of the PUD approval. The applicant has indicated due to the existing topography on the property, saving trees is unfortunately not feasible because of the considerable amount of excavation and grading that needs to be completed to develop the property. As part of the required landscape plan, trees will be replanted in the landscape buffer and parking areas, but the overall number of tree inches will not be achievable. The Land Development Code allows a fee in lieu of replacement as an option to provide mitigation for tree removal that cannot be replaced back on the site. The fee in lieu shall be based upon the average retail cost of purchasing the required size and number of replacement trees along with planting such trees. The proposed fee in lieu based upon replacement is \$285,340, as indicated in a report prepared by Innovations Design Group and Crosspoint Landscape and Design. The applicant is requesting a variance for a reduction of \$150,000 (52.5%) to bring the total fee in lieu to \$135,340. The applicant has indicated that the site was previously undeveloped and there is a significant amount of existing trees onsite which is highly punitive to remove based upon the mitigation fees. Section 102-246 of the LDC requires a positive finding on the five review criteria in order to grant a variance, and staff believes that one of the five do not meet these findings. Therefore, staff recommends denial of the variance.	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. The VUE Maps 2023	The VUE Maps 2023.pdf	
2. Quote with Plans	Quote with Plans.pdf	
3. Review Criteria	Review Criteria.pdf	
4. Application	Application.pdf	
5. Legal Ad	Legal Ad.pdf	

Exhibit - Location Map – The Vue





Plant Quote Landed

Bald Cypress

3" Caliper - \$300.00

6" Caliper - \$695.00

Slash Pine

3" Caliper - \$275.00

5" Caliper - \$450.00

Oak Tree

3" Caliper - \$300.00

6" Caliper - \$1,100.00

Maple Tree

3" Caliper - 300.00

4" Caliper - \$525.00

Sycamore Tree

3" Caliper - \$250.00

5" Caliper - \$400.00

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"With God ALL things are possible." Matthew 19:26

LANDSCAPE INSTALLATION NOTES:

- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BASE INFORMATION PRIOR TO INITIATING PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED ON THE PLANS.
- CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
- CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR TO INITIATING PLANTING. ALL EXISTING SITE FURNISHINGS, PLANTING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE THE CLEARING LIMITS NOTED ON THE DRAWINGS. (REFER TO CIVIL ENGINEERING DRAWINGS).
- REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONTRACTOR OF THE PROJECT BY ORDER NOT TO IMPED THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
- CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE EXISTING GROUND COVER FOR ALL PLANTING BEDS AS SPECIFIED PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN AREAS DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH THE SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PERFORM SOIL TESTING PRIOR TO INSTALLATION TO DETERMINE NUTRIENTS PRESENT IN SOIL, PH OF SOIL, AND SOIL TEXTURE OF TOP 12" OF SOIL BASED ON THE RESULTS OF THE TESTS THE CONTRACTOR SHALL MAKE THE NECESSARY AMENDMENTS TO SUPPORT THE HEALTH OF THE NEWLY INSTALLED PLANTS.
- ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH THE "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (A&N) AND THE PROJECT MANUAL AND SPECIFICATIONS. PLANT MATERIALS SHALL EXCEED IN SOME INSTANCES SOME SPECIFICATIONS IF NECESSARY TO MEET THE MINIMUM REQUIREMENTS OF OTHERS.
- ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH THE FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS AS PUBLISHED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE. ALL PLANT MATERIAL SHALL MEET FLORIDA #1 OR BETTER.
- ALL TREES SHALL HAVE SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
- ALL CONTAINER SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS. ANY MATERIAL NOT MEETING THE SPECIFIED SIZE SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
- ALL TREE CALIPER SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS. ANY MATERIAL NOT MEETING THE SPECIFIED SIZE SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
- ANY TREES WITH A TRUNK FORMED "Y" SHAPE CHOICE WILL BE REJECTED.
- BRIERION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1. SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1 AND ADJACENT TO ANY WETLAND AREAS.
- TYPICALLY, SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A 18" X 18" SPACING GRID. DIMENSIONS (O.C.) ARE LISTED UNDER "SPACING" ON THE PLANT LIST.
- LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT. ANY MATERIAL INSTALLED WITHOUT APPROVAL IS SUBJECT TO BEING RELOCATED AT THE CONTRACTOR'S EXPENSE.
- LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO DEPTH OF 3" UTILIZING HARDWOOD MULCH UNLESS OTHERWISE SPECIFIED.
- ANY SUBSTATIONS IN SITE AND/OR PLANT MATERIAL MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
- CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL (IF AVAILABLE) AND SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.
- LANDSCAPE CONTRACTOR SHALL COORDINATE ALL LANDSCAPE PLANTING WORK WITH IRRIGATION WORK. LANDSCAPE WATERING AS REQUIRED BY OWNER'S REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
- LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBER AND DIRT SHALL BE COLLECTED AND DEPOSITED OFF SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING OF ALL AREAS INCLUDING CREATING POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPAIR (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION.
- CONTRACTORS SHALL COMPLY WITH ALL NPDES REQUIREMENTS.

TREE MITIGATION DATA TABLE

TREE SIZE	TOTAL NO. OF INCHES (EXISTING)	TOTAL NO. OF LOW QUALITY TREE INCHES
6" trees	516	0
8" trees	784	16
10" trees	970	48
12" trees	900	24
14" trees	770	14
16" trees	240	0
18" trees	304	16
20" trees	306	0
22" trees	160	0
24" trees	44	0
26" trees	72	0
28" trees	26	0
30" trees	108	0

total inches of trees less than 18"	4472
total inches of trees 18" or greater	744
total inches of trees less than 18" in poor quality	118
total inches of trees 18" or greater in poor quality	0

tree size	total inches to be removed	total inches to be mitigated (accounting for poor quality trees)
less than 18"	4472	4354
18" or greater	744	744

tree size	total inches to be mitigated (accounting for poor quality trees)	total mitigation inches adjusted for 25% tree thinning credit per code Sec. 123-102(c)(7)
less than 18"	4354	3266
18" or greater	744	708

tree size	total inches mitigated by proposed trees	remaining inches to be mitigated	Tree Qty.
3" trees	777	2489	830
6" trees	36	672	112

tree size	average price (\$)	# of minimum size trees needed to replace	total cost
3" trees	\$ 250.00	830	\$ 207,500.00
6" trees	\$ 695.00	112	\$ 77,840.00
total replacement fee			\$ 285,340.00

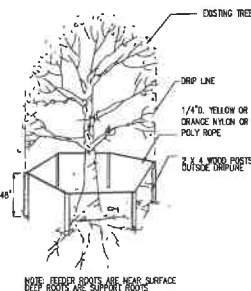
tree species	proposed size (in inches)	quantity of trees	total inches
AR	3	35	105
MG	3	67	201
PE	3	47	141
QV	3	85	255
UA	3	25	75
PO	6	6	36

TREE MITIGATION REQUIREMENTS:

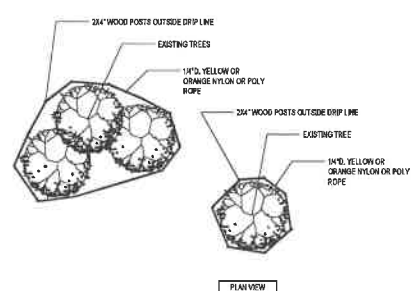
TREE REPLACEMENT REQUIREMENTS:

SECTION 123-102-d-2: For commercial, industrial, residential or other use requiring site plan approval under the zoning regulations, chapter 125, or the subdivision regulations, chapter 119, for each inch of tree measured at 4 1/2 feet above the existing grade removed, an inch of tree of 4 1/2 inches above the existing grade shall be replaced. Replacement trees shall be of at least six inches in caliper for any trees removed that are 18 inches in caliper or greater. Replacement trees for trees removed smaller than 18 inches in caliper shall, at a minimum, meet the requirements of section 123-42(c)(2).

SECTION 123-102-d-6: Replacement trees shall, if practicable, be planted on the development site. If not practicable, replacement trees may be donated, or a fee in lieu of replacement may be paid to the city for purposes of planting trees on public property. The fee in lieu of replacement shall be based on the average retail cost of purchasing the requisite size and number of replacement trees.



01 Tree Protection Detail
 Scale: N.T.S.

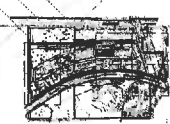


Designed By:



1800 HILLCREST BL. STE. 300 CHICAGO, IL 60614
 WWW.INNOVATIONSDESIGNGROUP.COM 312.440.0071

Key Map:



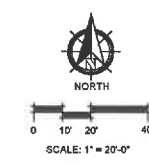
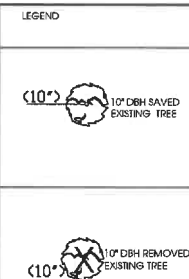
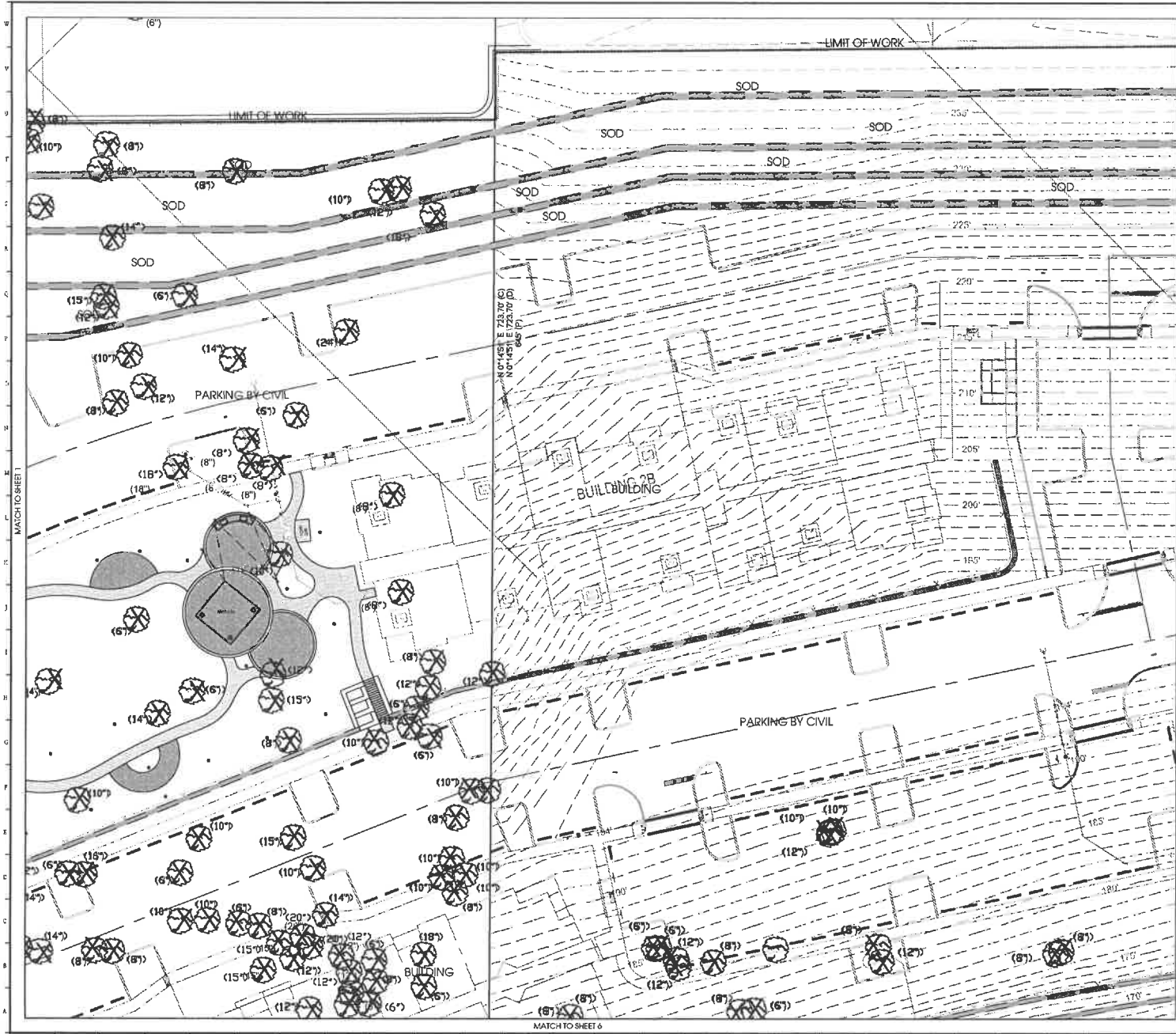
VUE AT CLERMONT
 CLERMONT, FLORIDA

PERMIT
 TREE REMOVAL

Rev.	Date	Description	By
1	06/21/23	CITY COMMENTS	MF
2	08/11/23	CITY COMMENTS	AA

Date: 01/31/2023 Scale: SEE PLAN
 Drawn By: MJK Designed By: MJK
 Approved By: M.M. Project No: 23004
 © Innovations Design Group, Inc.

Seal: Digitally signed by Matthew E. McFadden Date: 2023.08.17 13:40:37 -0400
 Sheet Number: TM-00



Designed By:

INNOVATIONS
DESIGN GROUP, INC.

KEY MAP:

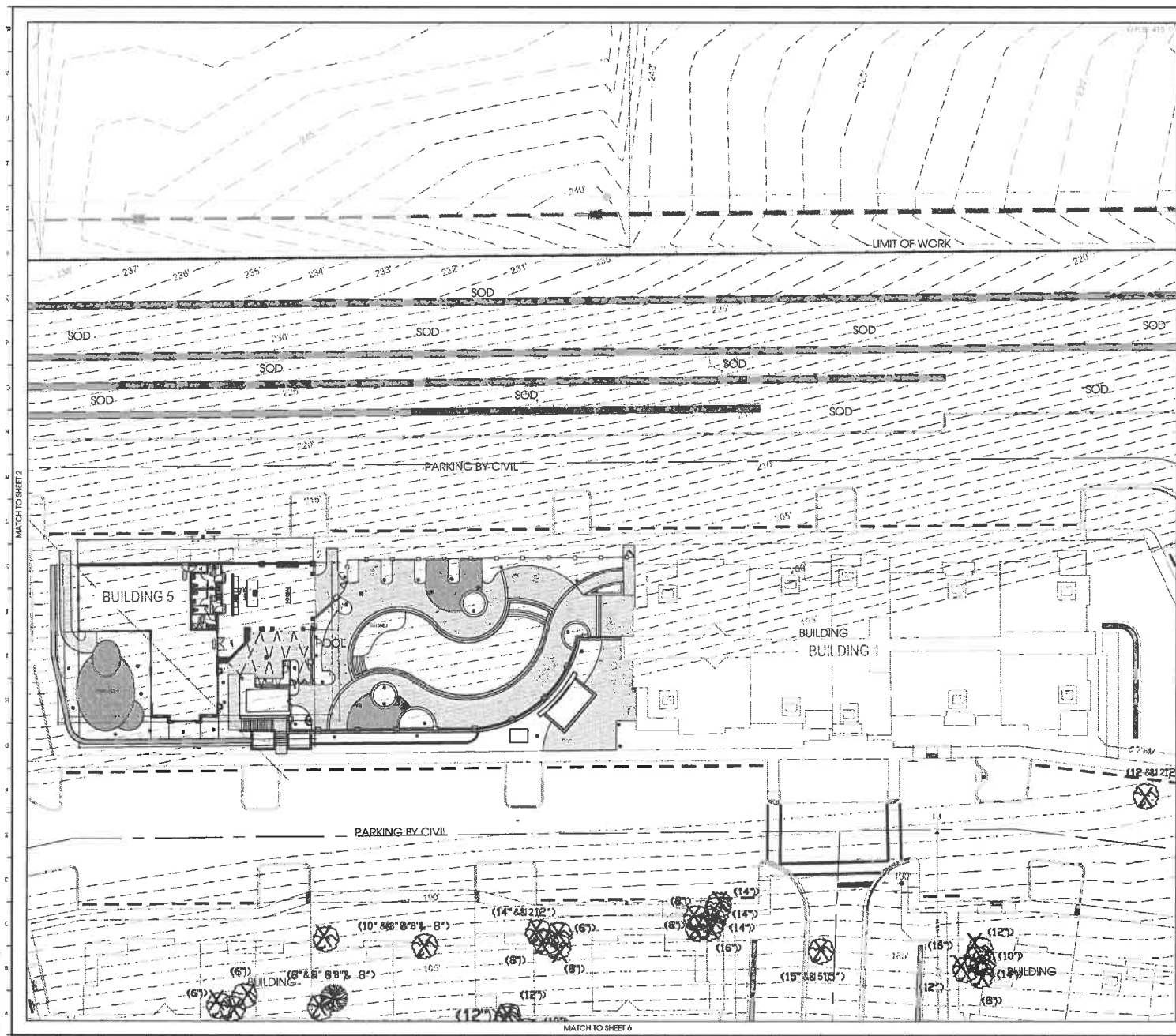
VUE AT CLERMONT
CLERMONT, FLORIDA

PERMIT
TREE REMOVAL

Rev	Date	Description	By
1	06/21/23	CITY CMTS	KF
2	08/11/23	CITY CMTS	AA

Date: 01/31/2023 Scale: SEE PLAN
 Drawn By: MJK Designed By: MJK
 Approved By: MJK Project No: 23004
 Innovations Design Group, Inc.

Seal:	Sheet Number:
	TM-02



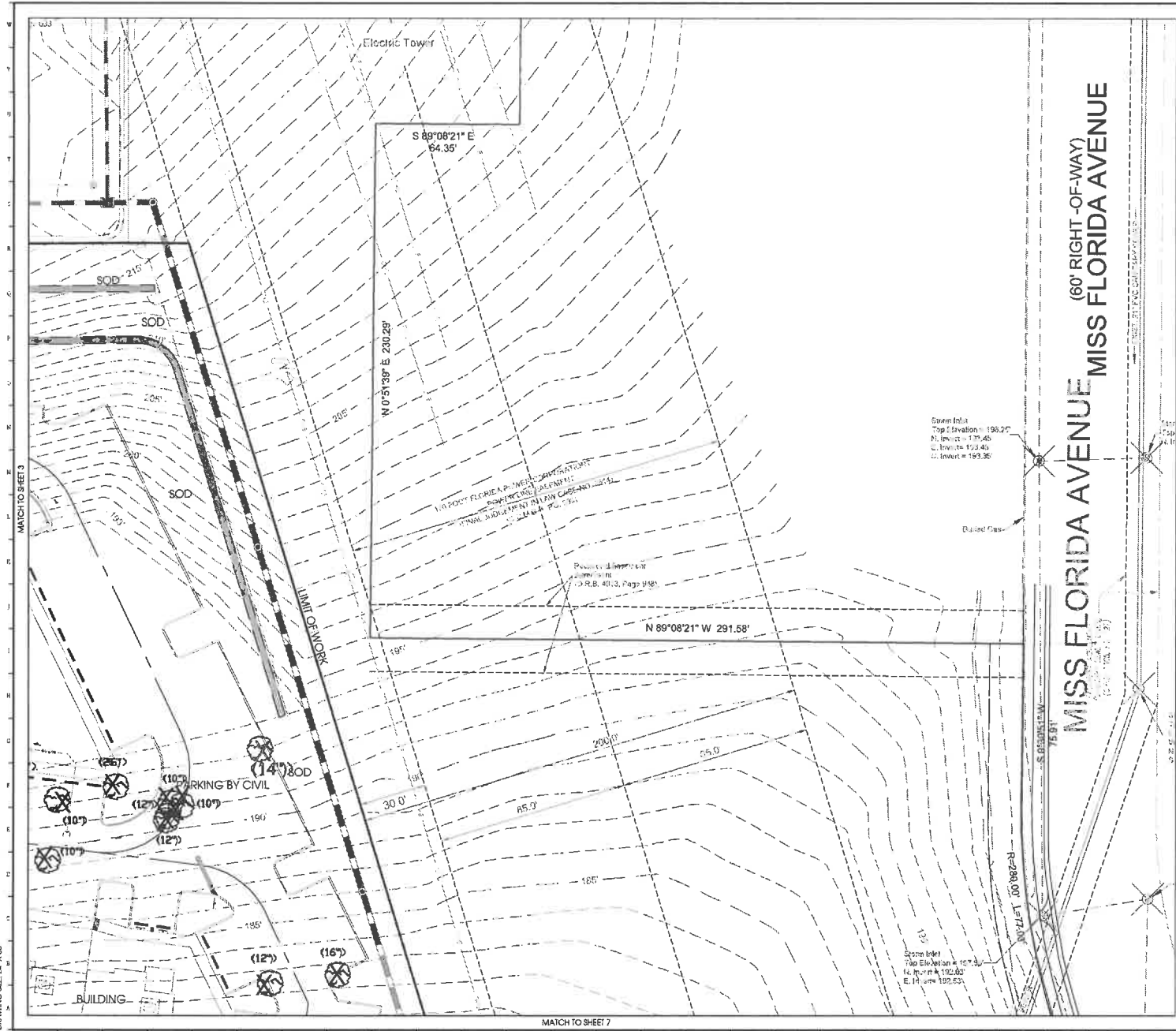
(10")  10" DBH REMOVED
EXISTING TREE

PERMIT
FREE REMOVAL

Date: 01/31/2023	Scale: SEE PLAN
Drawn By: M.K	Designed By: M.K
Approved By: M.M	Project No: 23004
©Innovations Design Group, Inc.	

TM-03

FILE: Z:\1 Studio Projects\2023\23004 - Vue at Clermont\12 Permit Sheets\23004-Permit - Tree removal.dwg
 PRINT DATE: 12-Aug-23
 DRAWING SIZE: 24" x 36"



LEGEND

(10") 10" DBH SAVED EXISTING TREE

(10") 10" DBH REMOVED EXISTING TREE

Scale: 1" = 20'-0"

North Arrow: NORTH

Designed By:

INNOVATIONS

1205 HILLCREST BL., SUITE 100, CLERMONT, FL 33509
 WWW.INNOVATIONSFLORIDA.COM 407-462-2114

Key Map:

VUE AT CLERMONT CLERMONT, FLORIDA

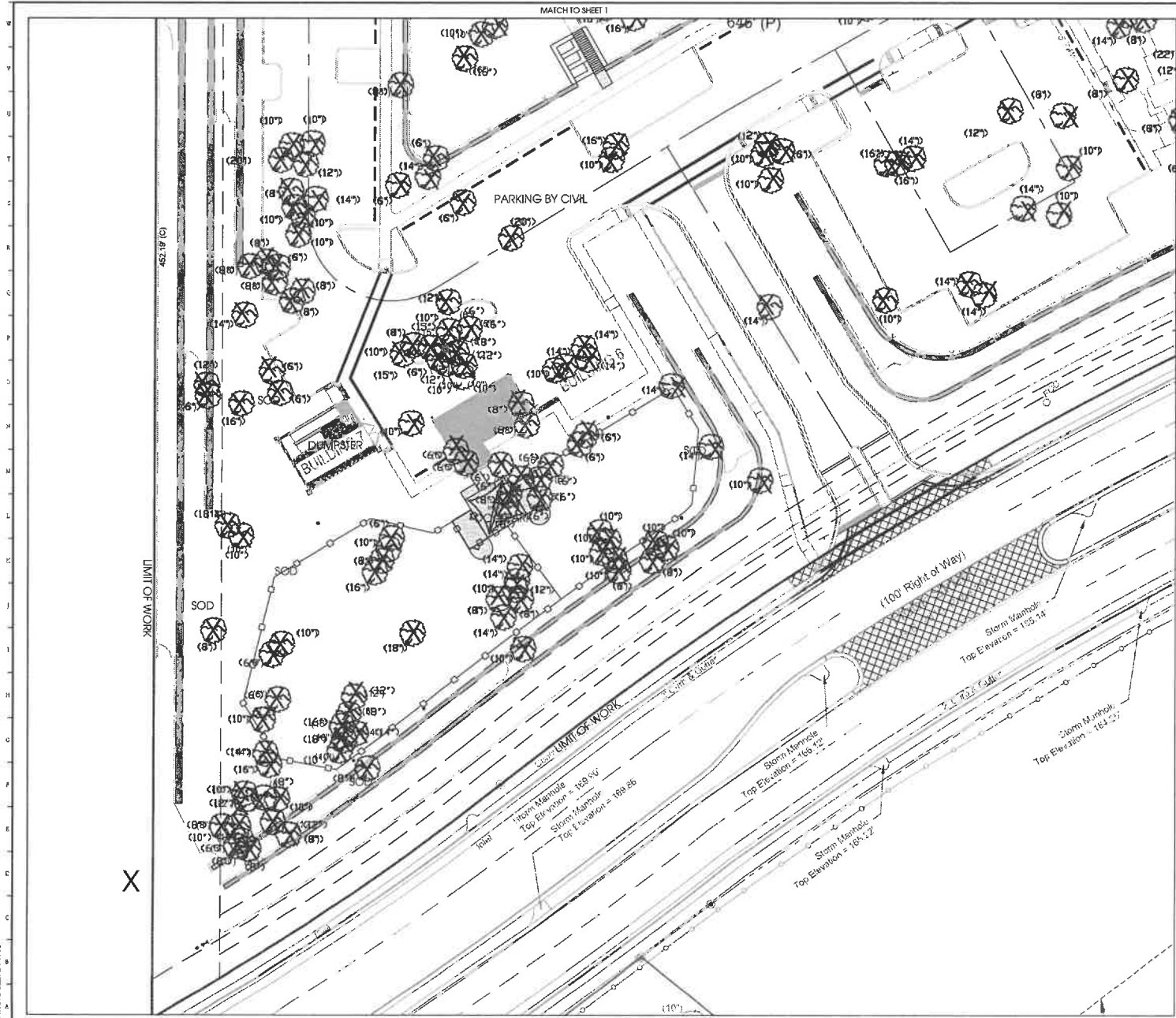
PERMIT TREE REMOVAL

Rev.	Date	Description	By
1	06/21/23	CITY CMTS	KF
2	08/11/23	CITY CMTS	AA

Date: 01/31/2023 **Scale:** SEE PLAN
Drawn By: M.K. **Designed By:** M.K.
Approved By: M.M. **Project No:** 23004
Innovations Design Group, Inc.

Seal: **Sheet Number:** TM-04

FILE: Z:\14 Studio\Projects\12023\12004 - Vue at Clermont\12 Autocad\15 Permit\Sheet\12004-Permit - Tree removal.dwg
 PRINT DATE: 17-Aug-23
 DRAWING SIZE: 36" x 48"



LEGEND

(10'') 10" DBH SAVED EXISTING TREE

(10'') 10" DBH REMOVED EXISTING TREE

Match to Sheet 1

Match to Sheet 6

Scale: 1" = 20'-0"

0 10' 20' 40'

NORTH

Designed By:

INNOVATIONS
 DESIGN GROUP

4330 HILLCREST BL., STE. 200, DALLAS, TX 75241
 WWW.INNOVATIONSGROUP.COM 972.485.2214

Key Map:

VUE AT CLERMONT
 CLERMONT, FLORIDA

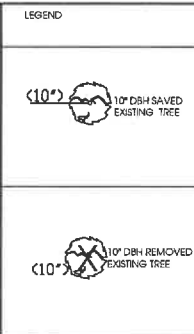
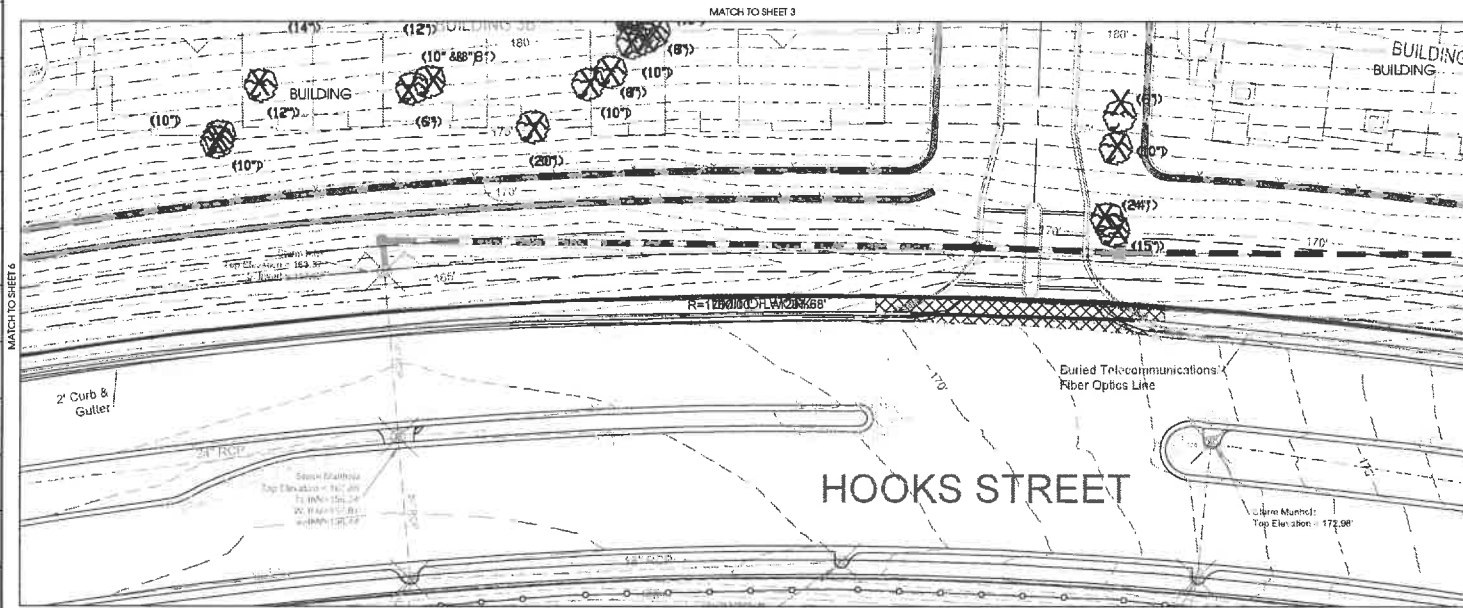
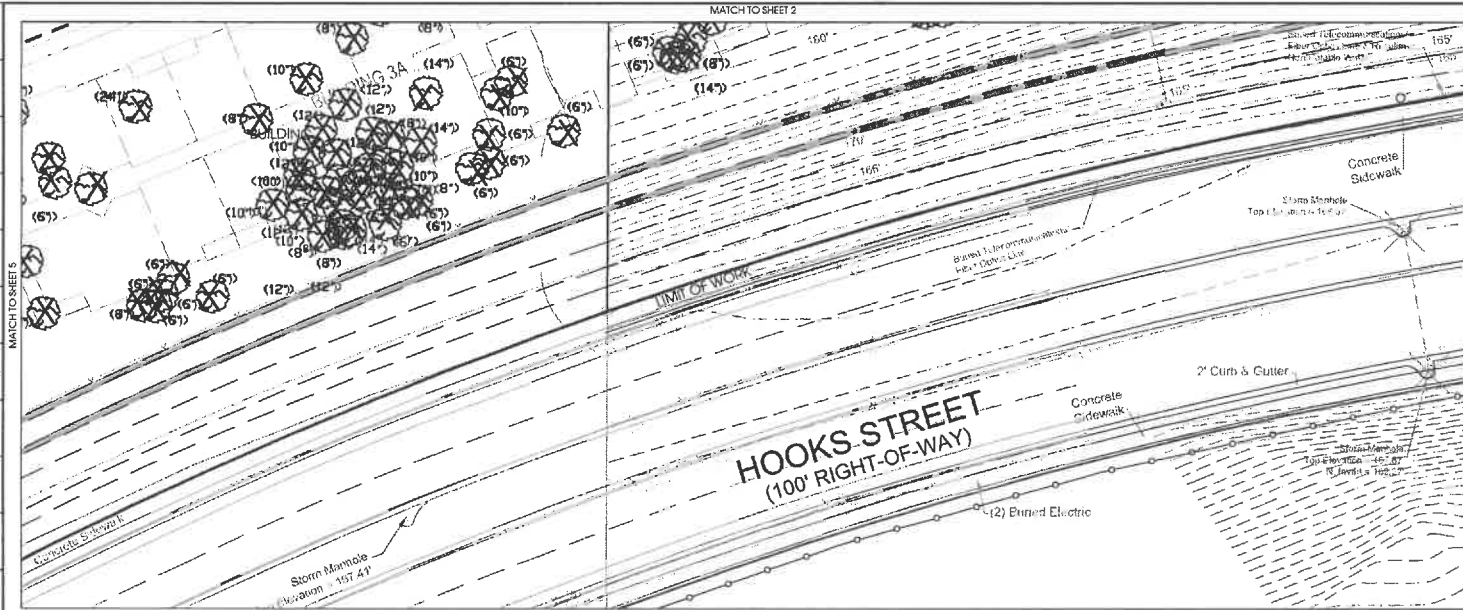
PERMIT
 TREE REMOVAL

Rev.	Date	Description	By
1	06/21/23	CITY CMTS	KP
2	08/11/23	CITY CMTS	AA

Date: 01/31/2023 Scale: SEE PLAN
 Drawn By: M.K. Designed By: M.K.
 Approved By: M.M. Project No: 23004
 Innovations Design Group, Inc.

Seal: Sheet Number:
 TM-05

FILE: Z:\14 Studio\Projects\10023\10004 - Vue at Clermont\12 AutoCAD\15 Permit\Sheets\10004-Permit - Tree removal.dwg
 PRINT DATE: 17-Aug-23
 DRAWN BY: M.M.
 SCALE: 1" = 20'-0"



Designed By:

INNOVATIONS

1200 HUNTERS BL. STE. 300 CLERMONT, FL 34504
 WWW.INNOVATIONSGROUP.COM 407-460-0474

Key Map:

VUE AT CLERMONT
 CLERMONT, FLORIDA

PERMIT
 TREE REMOVAL

Rev.	Date:	Description:	By:
1	09/21/23	CITY CMTS	KF
2	09/11/23	CITY CMTS	AA
3			
4			
5			

Date: 01/31/2023	Scale: SEE PLAN
Drawn By: M.M.	Designed By: M.M.
Approved By: M.M.	Project No: 23004
Innovations Design Group, Inc.	

Seat:	Sheet Number:
	TM-06

The VUE Tree Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: The development plan has been approved by the Clermont Planning and Zoning Board as well as City Council. The rezoning included constraints on wall heights and maximum cut onsite that preclude the ability to retain existing trees. Our development plan will include a significant amount of new landscaping, but it is not possible to replant new trees to fully replace the amount being removed.

Staff comments: Granting the variance request for the reduced fee in lieu of payment will not cause or interfere with the reasonable enjoyment of adjacent or nearby property owners.

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The property use will include multifamily residential and commercial retail uses. The request, due to the hardship nature of replacing the balance of trees per Section 123-102(d)(2) applicant is requesting consideration for a “fee in lieu” reduction variance to this section.

Staff comments: The variance request is not out of character with other properties in this zoning district especially in this area where grading challenges are present and retaining walls are used.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Due to the severe topography of the site, it cannot be developed without significant changes to the grades onsite which make any tree save potential unrealistic to achieve onsite. A significant amount of new trees are proposed, however due to the property being previously undeveloped, the existing conditions are a heavily wooded lot.

Staff comments: The requested variance to the Land Development Code will not further any legitimate city objective, and granting the variance would outweigh the benefits over if it was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The property is currently zoned and meets the intent of the Clermont comprehensive plan. The project is meeting all zoning conditions. Due to the severe topography of the site, it cannot be developed without significant changes to the grades onsite, which make any tree save unfeasible.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The property is currently a vacant underutilized parcel. By providing the variance, the property can move forward with the redevelopment of luxury multifamily and retail commercial uses. Denial of this variance request places an undue burden on the developer to pay a multiple six figure amount into the tree fund. The project is meeting all other zoning conditions.

Staff comments: The removal of all the trees was evident during the initial design phase and the plans may have been adjusted to preserve some of the larger, mature trees by incorporating them into the site. The fee in lieu payment may have been reduced if some of the existing trees might have been preserved within the proposed landscape buffer.

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

Check List

The following information shall be provided:

- ☒ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☐ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☒ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542



CITY OF CLERMONT

VARIANCE

APPLICATION

DATE 7.5.23		FEE: \$600 plus advertisement	
Project Name (if applicable) Vue at Clermont			
Applicant Jimmy Crawford			
Contact Person Jimmy Crawford or Amanda Titus			
Address 702 W Montrose Street		City Clermont	State FL
Telephone 352.432.8644		Zip 34711	
Email jcrawford@cmhlawyers.com		Fax	
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name AC Commercial Properties I, LLC & 14 Acres SR50 LLC			
Owner Address		City	State
Telephone		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property South of SR50, North of Hooks St, West of Miss Florida		City Clermont	State FL
General Location SR50 & Hooks Street near the intersection of Hooks Street and Miss Florida Ave		Zip 34711	
Legal Description & Alternate Key (include copy of survey) See attached statement			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD			



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Section 123-100 - Tree Removal

What are you proposing to do that would require a variance and why?

Due to the existing topography on the property, saving trees is unfortunately not feasible because of the considerable amount excavation that needs to be completed.

How does the Code create a hardship?

The property has not been developed previously and there is significant amount of existing trees onsite which is highly punitive to remove based on the mitigation fees.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section: 123-102(c)(7)

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
The development plan has been approved by the Clermont Planning and Zoning Board as well as City Council. The rezoning included constraints on wall heights and maximum cut onsite that preclude the ability to retain existing trees. Our development plan will include a significant amount of new landscaping but it is not possible to replant new trees to fully replace the amount being removed.
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
The property use will include multifamily residential and commercial retail uses. The request, due to the hardship nature of replacing the balance of trees per Section 123-102(d)(2) applicant is requesting consideration for a "fee in lieu" reduction variance to this section.
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
Due to the severe topography of the site, it cannot be developed without significant changes to the grades onsite which make any tree save potential unrealistic to achieve onsite. A significant amount of new trees are proposed however due to the property being previously undeveloped the existing conditions are a heavily wooded lot.



CITY OF CLERMONT VARIANCE APPLICATION

- (4) The granting of the variance is consistent with the city's comprehensive plan; and

The site

The property is currently zoned and meets the intent of the Clermont comprehensive plan.

The project is meeting all zoning conditions Due to the severe topography of the site, it cannot be developed without significant changes to the grades onsite which make any tree save unfeasible.

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

The property is currently a vacant underutilized parcel. By providing the variance, the property can move forward with the redevelopment of luxury multifamily and retail commercial uses. Denial of this variance requests places an undue burden on the developer to pay a multiple six figure amount into the tree fund. The project is meeting all other zoning conditions.

Jimmy Crawford

Applicant Name (print)

14 Acres SR 50, LLC
by: Richard E. Bosserman

Owner Name (print)

[Signature]

Applicant Name (signature)

14 Acres SR 50, LLC By:

[Signature]

Owner Name (signature)

dotloop verified
08/28/23 1:54 PM EDT
XNKD-CICU-84R4-0KFV

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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



CITY OF CLERMONT VARIANCE APPLICATION

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Jimmy Crawford

Applicant Name (print)

x [Signature]

Applicant Name (signature)

Charles J Mitchell Jr
Manager, AC Commercial I, LLC

Owner Name (print)

x Charles J Mitchell Jr

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

- (b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?
- (1) Requests for variances to the adopted comprehensive plan.
 - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
 - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	Vue Variance

Date:	10/04/2023
Order Number:	9373868
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	10/17/2023 - 10/17/2023	Govt Public Notices
LEE dailycommercial.com	1	10/17/2023 - 10/17/2023	Govt Public Notices

Order Confirmation Amount	\$92.16
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Ad Preview

LEGAL NOTICE

Notice is hereby given that Clermont City Council will consider a request at a public hearing on Tuesday, October 24, 2023 at 6:30 PM for the following variance: to allow for a reduced fee in lieu of replacement for tree removal, as required by the Land Development Code, Section 123-102 at the following location:

LOCATION:

Vue at Clermont
South of Highway 50,
west of Miss Florida Avenue,
north of Hooks Street
Alternate keys 1028272 & 3334566

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

All public hearings 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 hearing.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 17, 2023

AGENDA ITEM

Meeting Date	
Tuesday, October 24, 2023	
Agenda Item Name	
Resolution No. 2023-039R <i>Take 5 CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2023-039R.	
Staff Report	
The applicant, CSC Properties, LLC is requesting a Conditional Use Permit to allow for an automotive quick lube oil change facility with three service bays in the "C-2" General Commercial zoning district. The Future Land Use designation is Industrial. The vacant parcel is located between Roper Boulevard and Caspian Lane on the west side of US Highway 27. The Land Development Code, Section 125-337, requires a Conditional Use Permit for any automotive repair service business in the "C-2" zoning district.	
	
The project is proposing a 1,421 square foot automotive building with three (3) service bays. In 2016, the parcel was annexed to allow for the development of a self-storage facility with a vacant outparcel lot. The development will be constructed on that vacant parcel. The property fronts US Highway 27, a major arterial roadway which has sufficient traffic capacity to support the proposed use. The project will be designed in a manner that provides decorative architectural building features that are compatible with the existing buildings and current development patterns to enhance a positive visual ambiance that promotes quality commercial development. The project includes a waiver to allow the existing billboard on the south side of the property to remain in place for the duration of the current lease agreement. The billboard is required to be removed no later than July 15, 2043.	
When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212, requires specific development standards shall be met, the requested use is not in conflict with the Comprehensive Plan goals, objectives and policies for commercial development. City staff has reviewed the application as submitted in accordance with the regulations specified in the code and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The use will not be detrimental to the health, safety and general welfare of the surrounding properties. Staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2023-039R.	
<i>The Planning and Zoning Commission recommended approval, 6-0.</i>	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	Resolution.pdf	
2. Location Map	Location Map.pdf	
3. CUP Site Plan	CUP Site Plan.pdf	
4. Building Elevations	Building Elevations.pdf	
5. Landscape Plans	Landscape Plans.pdf	
6. CUP Application	CUP Application.pdf	
7. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-039R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN AUTOMOTIVE QUICK LUBE AND OIL CHANGE BUSINESS IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, THE 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 October 3, 2023, recommended approval of this Conditional Use Permit to allow for an automotive quick lube and oil change business in the C-2 General Commercial zoning district, at the following location:

LOCATION:

Vacant parcel located between Roper Boulevard and
Caspian Lane on the west side of US Highway 27
(AK 3909643)

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 an automotive quick lube and oil change business be constructed on a vacant parcel located between Roper Boulevard and Caspian Lane on the west side of US Highway 27; 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. 2023-039R

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. All redevelopment 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.
12. The property shall be developed in substantial accordance with the Conditional Use Site Plan, prepared by Sloan Engineering Group, Exhibit A. 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.



CITY OF CLERMONT
RESOLUTION NO. 2023-039R

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.

SECTION 2: LAND USE

1. This Conditional Use Permit is to allow for an automotive quick lube and oil change service facility to be constructed on a vacant parcel located between Roper Boulevard and Caspian Lane on the west side of US Highway 27. The site may also be used for any other permitted uses in the C-2 General Commercial zoning district.
2. The quick lube and oil change business is proposing the construction of an automotive service building with three service bays at this facility. All automotive services will be performed inside the service bays.
3. The development of the site must comply with the Clermont Land Development Regulations and adopted construction standards. The site shall be similar in design to the Conceptual Plan Layout, Exhibit A.
4. The building shall be designed in a manner that complies with the City of Clermont's Architectural Design Standards as represented in the Conceptual Building Elevations, Exhibit B.
5. The project includes a waiver to allow the existing billboard on the south side of the property to remain in place for the duration of the current lease agreement with Lamar Outdoor Advertising. The billboard shall be removed no later than July 15, 2043.

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. 2023-039R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of October 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

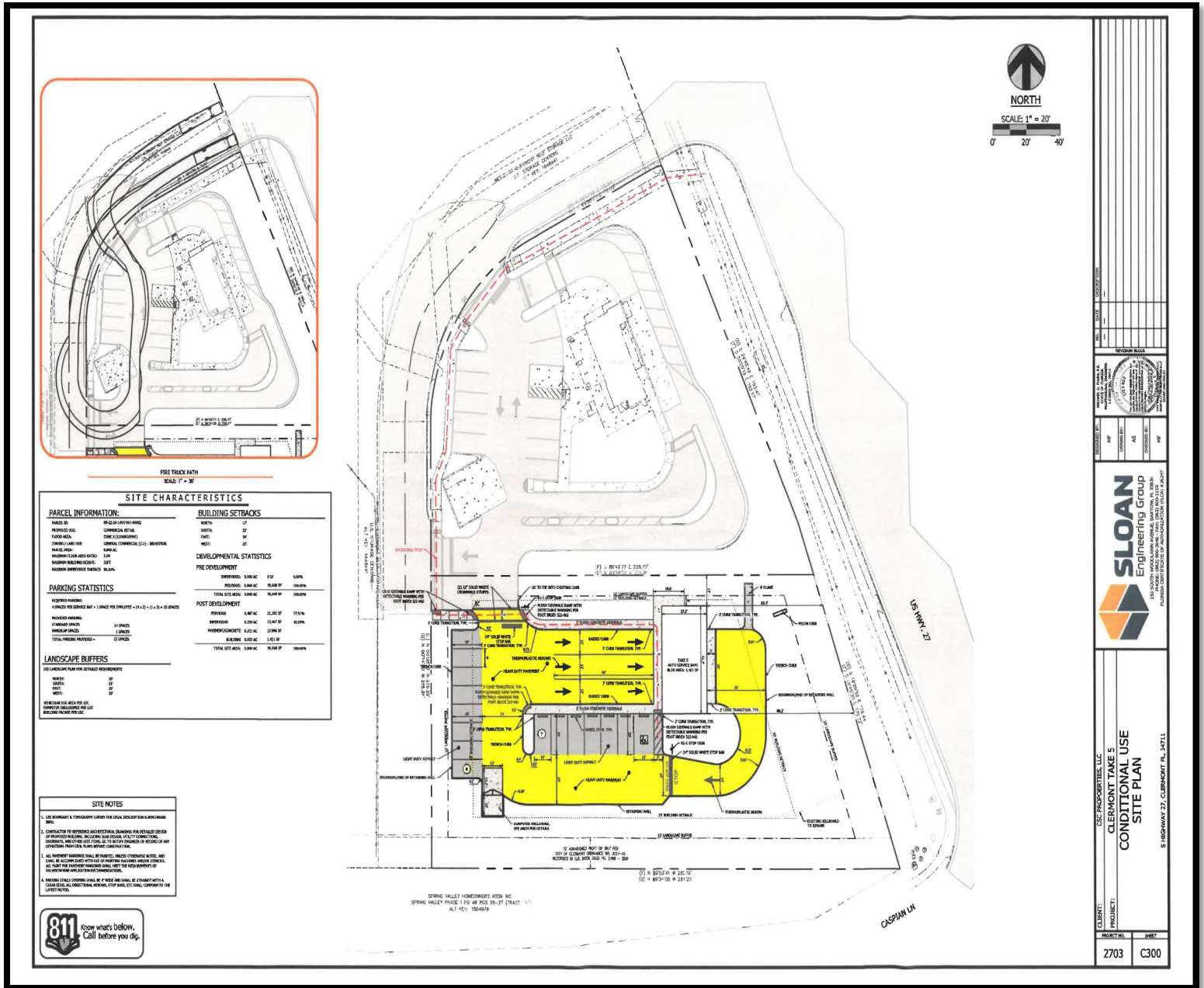
Tracy Ackroyd Howe, MMC
City Clerk

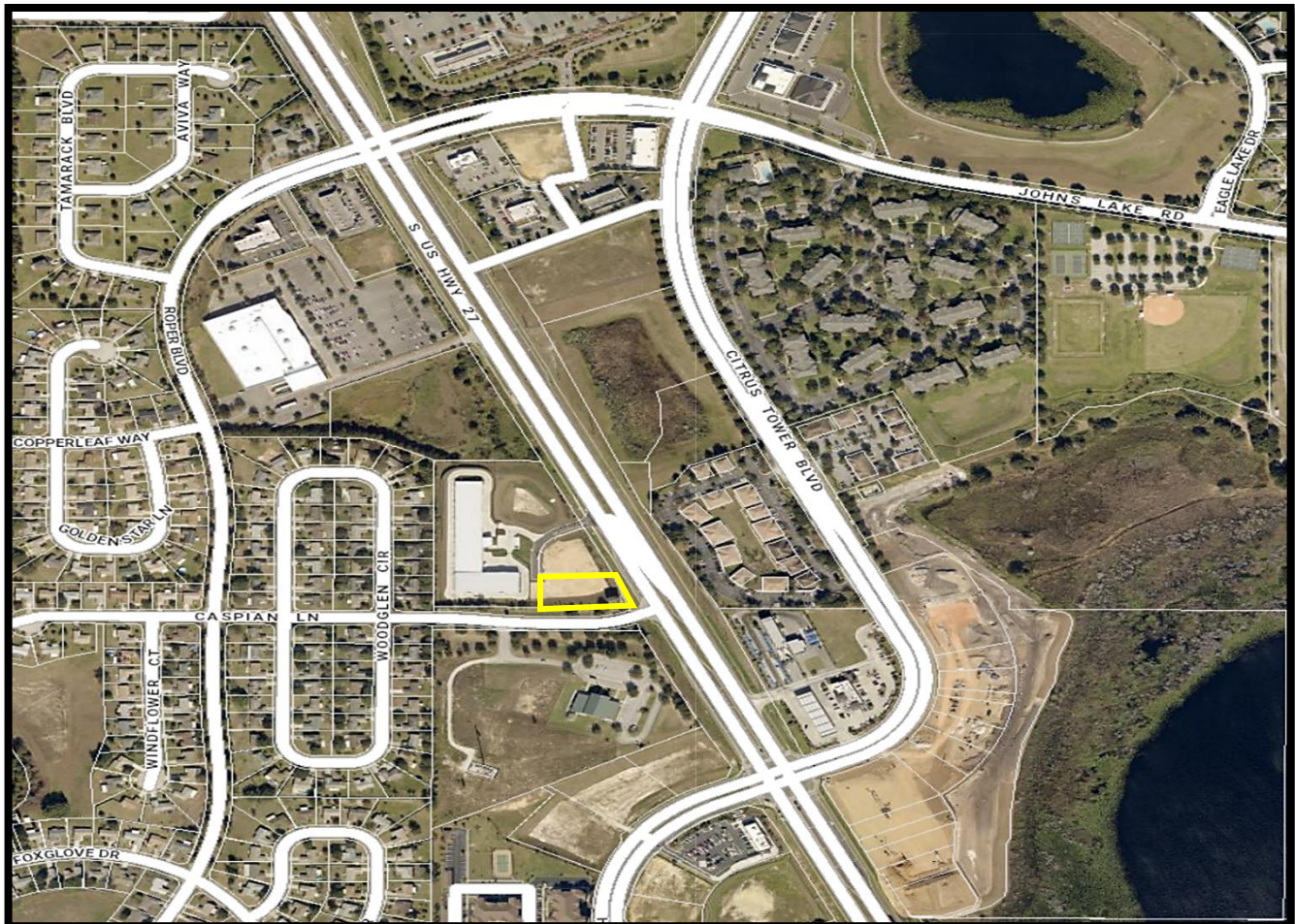
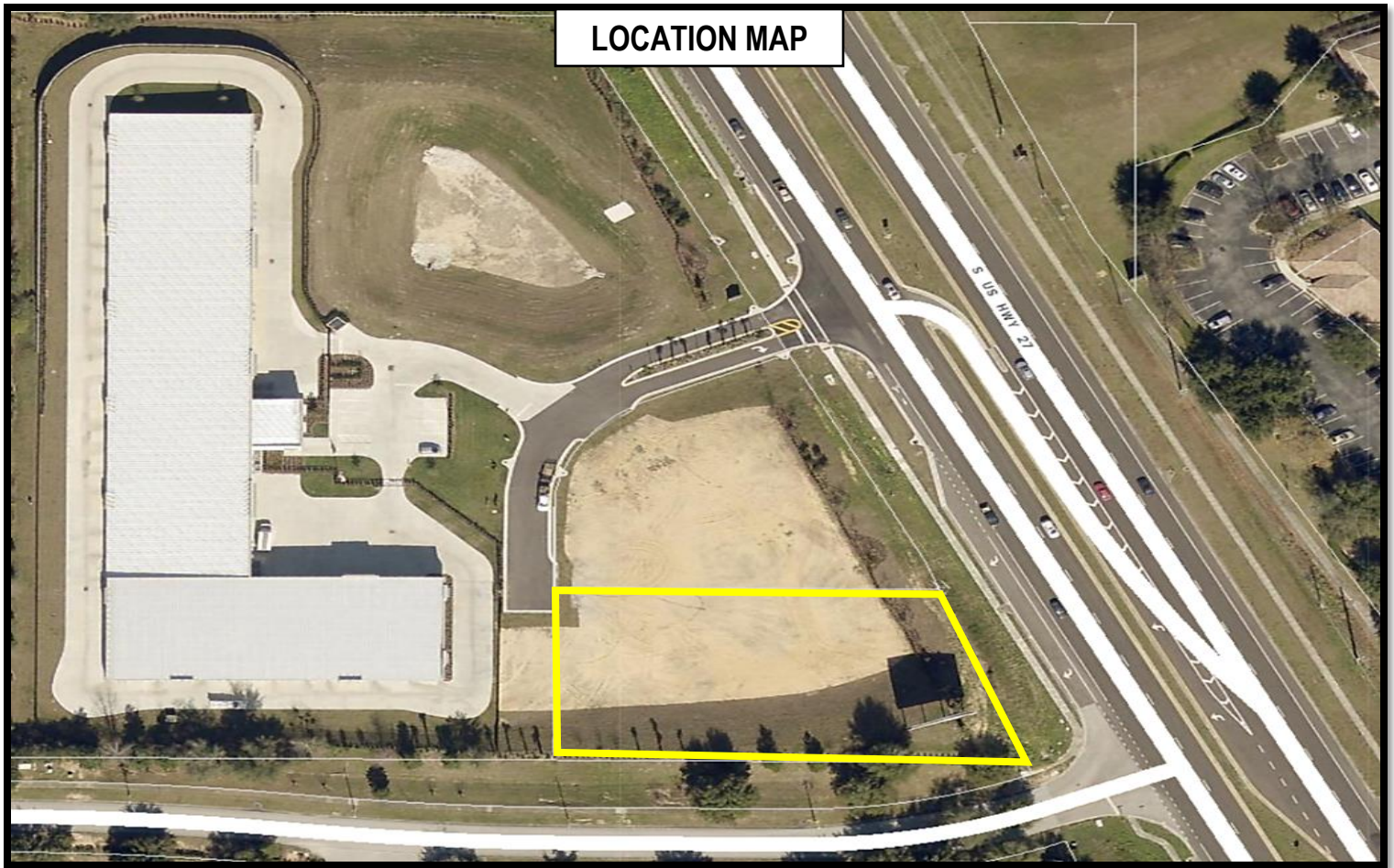
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT RESOLUTION NO. 2023-039R

Exhibit A – Conceptual Site Plan





**PARCEL INFORMATION:**

PARCEL ID:	09-22-26-1405-061-00002
PROPOSED USE:	COMMERCIAL RETAIL
FLOOD AREA:	ZONE X (12049C0590E)
ZONING / LAND USE:	GENERAL COMMERCIAL (C-2) - INDUSTRIAL
PARCEL AREA:	8.040 AC
MAXIMUM FLOOR AREA RATIO:	1.00
MAXIMUM BUILDING HEIGHT:	SSFT
MAXIMUM IMPERVIOUS SURFACE:	80.00%

BUILDING SETBACKS

NORTH:	12'
SOUTH:	25'
EAST:	50'
WEST:	25'

DEVELOPMENTAL STATISTICS

PRE DEVELOPMENT			
IMPERVIOUS:	0.000 AC	0 SF	0.00%
PERVIOUS:	0.840 AC	36,608 SF	100.00%
TOTAL SITE AREA:	0.840 AC	36,608 SF	100.00%
POST DEVELOPMENT			
PERVIOUS:	0.487 AC	21,281 SF	57.91%
IMPERVIOUS:	0.354 AC	15,407 SF	42.09%
PAVEMENT/CONCRETE	0.221 AC	13,986 SF	
BUILDING	0.033 AC	1,421 SF	
TOTAL SITE AREA:	0.840 AC	36,608 SF	100.00%

PARKING STATISTICS

REQUIRED PARKING:
4 SPACES PER SERVICE BAY + 1 SPACE PER EMPLOYEE = (4 x 3) + (1 x 3) = 15 SPACES

PROVIDED PARKING:

STANDARD SPACES	14 SPACES
HANDICAP SPACES	1 SPACES
TOTAL PARKING PROVIDED =	15 SPACES

LANDSCAPE BUFFERS

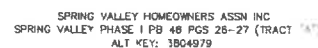
SEE LANDSCAPE PLAN FOR DETAILED REQUIREMENTS

NORTH:	10'
SOUTH:	15'
EAST:	20'
WEST:	10'

VEHICULAR USE AREA PER LDC
DUMPSTER ENCLOSURES PER LDC
BUILDING FACADE PER LDC

SITE NOTES

1. SEE BOUNDARY & TOPOGRAPHY SURVEY FOR LEGAL DESCRIPTION & BENCHMARK BIRDS.
2. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR DETAILED DESIGN OF PROPOSED BUILDING, INCLUDING LAYOUT DESIGN, UTILITY CORRECTIONS, DOORWAYS, AND OTHER SITE ITEMS. GC TO NOTIFY ENGINEER OF RECORD OF ANY DEVIATIONS FROM CIVIL PLANS BEFORE CONSTRUCTION.
3. ALL PAYMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED, AND SHALL BE ACCOMPANIED WITH USE OF PAINTING MACHINES AND/OR STENCILS.
4. ALL PAINT FOR PAYMENT MARKINGS SHALL MEET THE REQUIREMENTS OF SOLVENT-BASED APPLICATION RECOMMENDATIONS.
5. PARKING STRIPS STRIPING SHALL BE 4' WIDE AND SHALL BE STRAIGHT WITH A 1/4" RAMP UP AND DOWN. DIRECTIONAL ARROWS, STOP SIGNS, ETC. SHALL CONFORM TO THE LATEST MUTCD.



SCALE: 1" = 20'

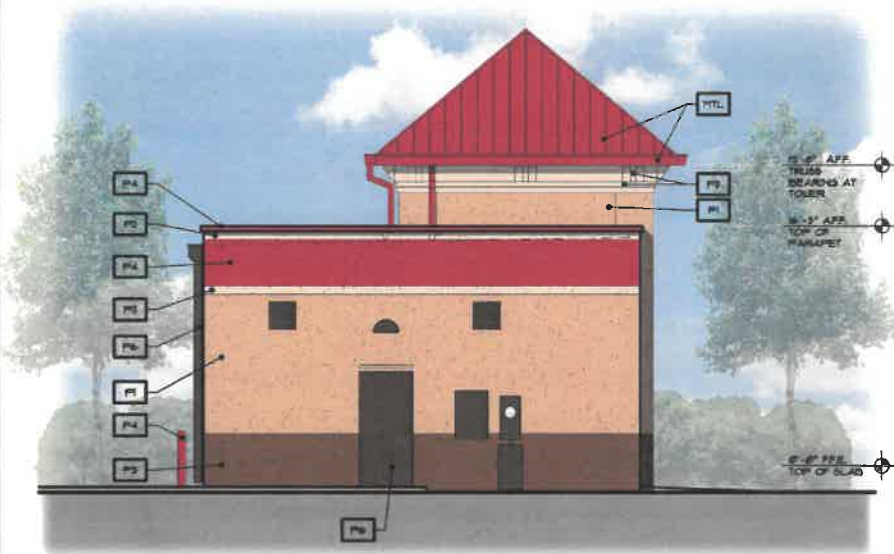
[illegible]

DESIGNED BY:	MF
DRAWN BY:	AS
CHECKED BY:	MF



150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159

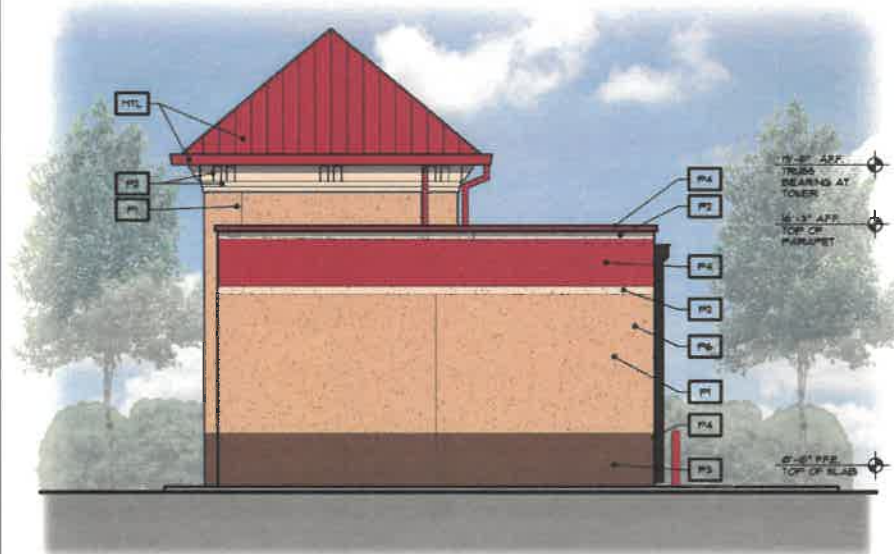
CLIENT:	CSC PROPERTIES, LLC
PROJECT:	CLERMONT TAKE 5
CONDITIONAL USE SITE PLAN	
PROJECT NO.	2703
SHEET	C300



3 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



1 EAST ELEVATION (U.S. HIGHWAY 27)
SCALE: 3/16" = 1'-0"



4 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

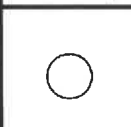


2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE	
MATERIAL	FINISH
P1	EIFS, MAIN COLOR
P2	EIFS, ACCENT BAND
P3	EIFS, TRANSICOT
P4	COPIES, CORNICE AND EIFS SECONDARY COLOR
P5	GARAGE DOORS
P6	EXTERIOR DRINKING DOOR / FRAME, WINDOW FRAME, SCUPPER COLLECTION BOX AND DOWNPOUTS
MTL	METAL ROOF SYSTEM, GUTTER

REVISIONS	BY

OLIVERI ARCHITECTS
AA 060292
Member of the American Institute of Architects
1004 Indiana Avenue • Palm Harbor, FL 34683
Phone 727.741.7325
www.oliveriarchitects.com



DESIGN
DEVELOPMENT
SCHEME 'A'

New Free Standing
Take 5 Oil Change
US Highway 27 and Caplan Lane
Clermont, Florida

TAKE 5
Date: 06. 02. 23
Scale: AS NOTED
Project Mgr: DG
Drawn: GPM
Job: 23-115
Sheet
A3

4

3

2

1

LANDSCAPE NOTES

1. NEWLY INSTALLED "CANOPY" TREES SHALL HAVE THEIR CALIPER MEASURED 6" ABOVE THE TOP OF THE ROOT BALL. ALL NEWLY INSTALLED "UNDERSTORY" TREES SHALL HAVE THEIR CALIPER MEASURED 6" ABOVE THE TOP OF THE ROOT BALL.

2. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE STANDARDS OF FLORIDA NO 1 AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS 2015," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, AND ANY AMENDMENTS THERETO.

3. THE LANDSCAPE ARCHITECT MAY REJECT ANY PLANT MATERIAL BROUGHT TO THE SITE WHICH HE DEEMS TO BE OF INFERIOR QUALITY OR APPEARANCE.

4. ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" DEPTH PINE BARK MULCH. MAINTAIN A 4" CLEAR SPACE BETWEEN MULCH AND THE PLANT STEM.

5. ALL TREES SHALL HAVE ALL SYNTHETIC BURLAP REMOVED FROM THE ENTIRE ROOT BALL. JUTE BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE ROOT BALL. THE TOP THREE ROWS OF SQUARES ON ALL CAGES AROUND THE ROOT BALLS SHALL BE CUPPED OFF AND REMOVED.

6. THE CONTRACTOR SHALL READ AND ADHERE TO ALL WRITTEN SPECIFICATIONS TO BE PROVIDED AS PART OF CONSTRUCTION DOCUMENTS.

7. THE CONTRACTOR SHALL VISUALLY INSPECT THE SOILS CONDITION OF THE SITE. HE SHALL DIG A MINIMUM OF 12 TEST HOLES 3 FOOT DEEP RANDOMLY AROUND THE SITE. HE SHALL PERFORM PERCOLATION TESTS IN THESE HOLES FOR A PERIOD OF ONE HOUR EACH. THE HOLES SHALL BE FILLED WITH WATER AND IF THE HOLES HOLD MORE THAN 6" OF WATER AFTER ONE HOUR, THE LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF THE PROBLEM. THE CONTRACTOR SHALL RECOMMEND SUBSTITUTIONS OF PLANT MATERIAL AND PLANTING INSTALLATION TO ACCOMMODATE POOR DRAINING SOILS.

8. THE CONTRACTOR SHALL PROVIDE A SOIL TEST IN FOUR LOCATIONS AND PROVIDE RECOMMENDATIONS FOR AMENDMENTS BASED ON THE RESULTS. IMPROPER SOIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL RECTIFY ALL INCURRED DAMAGES AT NO ADDITIONAL COST TO THE OWNER.

9. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT ON FILE WITH THE OWNER.

10. THE INSTALLATION OF PLANT MATERIAL SHALL BE VIEWED AS ACCEPTANCE BY THE CONTRACTOR OF EXISTING GRADES AS GIVEN TO HIM. THE CONTRACTOR SHALL PROVIDE TO THE LANDSCAPE ARCHITECT A WRITTEN LETTER OF ACCEPTABILITY OF GRADES. FAILURE TO DO SO WILL BE VIEWED AS AN ACCEPTANCE OF EXISTING GRADES BY THE CONTRACTOR.

11. THE CONTRACTOR SHALL BERM ALL PARKING LOT ISLANDS 12" ABOVE TOP OF CURB ELEVATION WITHOUT EXCEEDING A 4:1 SLOPE (TYPICAL).

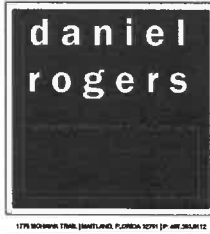
12. WHERE LIGHT POLES AND TREES BOTH OCCUR IN A PARKING LOT ISLANDS, THE TREE SHALL BE SPACED AN ADEQUATE DISTANCE FROM THE POLE.

13. THE CONTRACTOR WILL BE REQUIRED TO SAND AREAS OF SOD THAT ARE NOT SMOOTHLY APPLIED TO ELIMINATE SMALL IRREGULARITIES IN GRADES. LARGE IRREGULARITIES IN GRADE WILL REQUIRE REGRADING & RESODDING.

14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE SITE INCLUDING ALL MOWING, EDGING, TRIMMING, PRUNING & SPRAYING OF PESTICIDES & FUNGICIDES UNTIL THE TIME OF FINAL ACCEPTANCE BY THE OWNER.

PLANT SCHEDULE - CODE LEVEL									
LANDSCAPE BUFFER - CANOPY TREES									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	LTB	3	Liriodendron tulipifera	Tulip Poplar	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
	OSB	4	Quercus shumardii	Shumard Oak	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
	QVB	5	Quercus virginiana	Southern Live Oak	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
	UAB	3	Ulmus alata	Winged Elm	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
LANDSCAPE BUFFER - UNDERSTORY TREES									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	LIB	5	Lagerstroemia indica	Crape Myrtle	6' Ht. x 4' Spd.	Yes	Yes	AS	
	MCB	6	Myrica cerifera	Wax Myrtle	6' Ht. x 4' Spd.	Yes	Yes	AS	
VUA LANDSCAPING - TREES									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	MLV	2	Magnolia grandiflora 'Little Gem'	Little Gem Dwarf Southern Magnolia	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
	QVV	3	Quercus virginiana	Southern Live Oak	3" Cal. / 12' Ht. x 6" Sprd. / 65 gal. Min.	Yes	Yes	AS	
	SSV	3	Sabal palmetto	Cabbage Palmetto	12" CT., Matched	Yes	Yes	AS	
COMMERCIAL LANDSCAPE BUFFER									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	VOC	84	Viburnum obovatum	Walter's Viburnum	3' Ht. Min.	Yes	Yes	30" O.C.	
LANDSCAPE BUFFER - SHRUBS									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	VOB	145	Viburnum obovatum	Walter's Viburnum	3' Ht. Min.	Yes	Yes	30" O.C.	
WALL & DUMPSTER ENCLOSURE - SHRUBS									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	POM	16	Podocarpus macrophyllus	Podocarpus	3' Ht. Min.	Yes	Yes	30" O.C.	
SHRUB AREAS									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	MJC	168	Muhlenbergia capillaris	Pink Muhly Grass	3 gal.	Yes	Yes		
	NEP	33	Nephrolepis biserrata	Macho Fern	3 gal.	Yes	Yes		
	ZAP	17	Zamia pumila	Coonite Cycad	3 gal.	Yes	Yes		
GROUND COVERS									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	ARA	536 sf	Arachis glabrata	Perennial Peanut	flot	No	Yes		
MULCH									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	STONE	69 sf	River Jack Mulch		3" - 4" / 3" Depth w Filter Fabric	NA	NA		
SOD/SEED									
	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING	
	PAS	14,837 sf	Paspalum notatum 'Argentine'	Argentine Bahiagrass	sod	No	Yes		

SHEET KEY & NOTES:



Digitally signed by Daniel A Rogers
Date: 2023.08.24 17:14:24 -04'00'
Permit Documents

PROJECT NAME
Clermont Groves
Take5 Oil Change
S Highway 27, Clermont, FL 34711

SHEET NAME
LANDSCAPE
SCHEDULE & NOTES

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
69968986

August 25th, 2023

SCALE
AS SHOWN
DATE
08.25.2023
DRAWN
LZ
SHEET NUMBER

L-110

SHRUB PLANTING DETAIL
SCALE: NTS

SHRUB PLANTING DETAIL
SCALE: NTS

SHRUB & GROUND COVER PLANTING DETAIL

SCALE: NTS

SHRUB PLANTING DETAIL ADJ. TO BUILDING
SCALE: NTS

UNDERSTORY TREE PLANTING DETAIL
SCALE: NTS

PALM PLANTING DETAIL

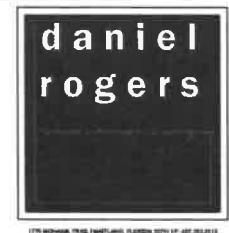
SCALE: NTS

CANOPY TREE PLANTING DETAIL
SCALE: NTS

PALM PLANTING DETAIL

SCALE: NTS

SHEET KEY & NOTES:



Digitally signed
by Daniel A
Rogers
Date:
2023.08.24
17:14:38 -04'00'

Permit Documents

PROJECT NAME	Clermont Groves Take5 Oil Change S Highway 27, Clermont, FL 34711
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SHEET NAME
LANDSCAPE DETAILS

SCALE
AS SHOWN

DATE	DRAWN
08.25.2023	LZ
SHEET NUMBER	

L-111



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
 APPLICATION**

Date 08/30/2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Clermont Take 5			
Applicant CSC Properties, LLC			
Contact Person Scott Ciocca			
Address 5795 Ulmerton Road #200		City Clearwater	State Florida Zip 33760
Telephone 727-446-3444		Fax	
Email Scott@cscproperties.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name CVP-Clermont Groves FL LLC			
Owner Address 2188 SW Park Place Ste 100		City Portland	State OR Zip 97205
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property S Highway 27		City Clermont	State Florida Zip 34711
General Location Located between Roper Blvd and Caspian Lane on the west side of US 27.			
Legal Description & Alternate Key (include copy of survey) See attached Legal Description Parcel 3909643 - Parcel ID 09-22-26-1405-061-00002			
Land Use (City verification required) Industrial			
Zoning (City verification required) C-2 General Commercial			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

Request to allow a automobile service use within the C-2 zoning district for a quick service oil change facility. The proposed use is compatible with the adjacent residential storage warehouse on the master-planned development. The oil change facility will provide local residents a convenient location for these services.

Santos Medina III

Applicant Name (print)

x

Applicant Name (signature)

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

Subject: Agent Authorization
Project: Dutch Bros Coffee
Parcel Id: 092226140506100002

To whom It may Concern:

I, John Zachary Borsell, ^{Manager of} CLP - Clement Games LLC hereby designate and authorize Sloan Engineering Group to act on behalf of Owner, as the authorized agent, applicant, and representative in the processing and furnishing of supplemental information in support of the zoning, building and site development permit applications to the governing entities for the subject project.

Owner's Signature

3-14-23
Date

2188 SW Park Place, Ste 100, Portland OR 97205
Address

918-934-0288
Phone Number

zach.borsell@clpgames.com
E-mail address

State of OREGON
County of MULTNOMAH

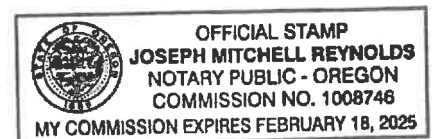
The foregoing instrument was acknowledged before me this 14 day of MARCH 2023

by John Zachary Borsell who is personally known to me or who has produced
Driver's License as identification.

Joseph Mitchell Reynolds
(Notary Signature)

Notary Stamp

My Commission expires: 2-18-2025



Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	09/20/2023
Order Number:	9304440
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	09/26/2023 - 10/17/2023	Govt Public Notices
LEE dailycommercial.com	2	09/26/2023 - 10/17/2023	Govt Public Notices

Order Confirmation Amount

\$161.84

Ad Preview

LEGAL NOTICE

On Tuesday, October 3, 2023 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2023-039R), to allow for an Automotive Quick Lube and Oil Change Business in the C-2 General Commercial zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, October 24, 2023 at 6:30 PM.

LOCATION

Located between Roper
Boulevard and Caspian Lane
on the west side of US Highway 27
(Alternate Key # 3909643)

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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
September 26 & October 17, 2023
9304440



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, October 24, 2023	
Agenda Item Name	
Fee Reduction Request <i>THE Spring Games</i>	
Requested Action	
Recommend approval of Open Container Request. Recommend approval of 100% waiver of fees for field use, porter services, and Clermont Girls Fastpitch Softball banquet. The recommended requirement for the Spring Games pays 100% of the fees for field maintenance to the City's contractor (AGH). The recommended requirement for THE Spring Games is to pay 100% of off-duty Police Officer fees for security related to alcohol sale and consumption.	
Staff Report	
In 2017, THE Spring Games was classified by the City Council as a "Community Partner Event" along with Pig On The Pond and The Sommer Sports Triathlon Series. Each year, college softball teams from around the country compete at Hancock Park, Legends Way, Sleepy Hollow Softball Complex in Leesburg, the Minneola Athletic Complex, and other locations across the state from late February through late March. Previous to being named a "Community Partner Event", the City Council had annually waived 50% off field rental fees. In 2023, the City Council waived 100% of field usage fees (\$11,250), the cost of the daily porters (\$7,750), and the cost of the CGFP banquet (\$1,500) for the 16th year. The Spring Games were held in Clermont. The total fees waived were \$20,500. Staff is requesting 100% of field usage fees (estimated \$11,250), the cost of the daily porters (estimated \$7,750), and the cost of the CGFP banquet to be waived (estimated \$1,500). The total requested fee waiver in March, 2024 for the 17th THE Spring Games in Clermont would be an estimated \$20,500. THE Spring Games have also requested the City waive fees for field maintenance expenses through our contracted vendor, AGH, an estimated expense of \$7,200. City staff is recommending THE Spring Games pay AGH directly for field maintenance related to THE Spring Games as they have in all prior years. THE Spring Games have also submitted an Open Container request for alcohol. Staff is requesting approval of THE Spring Games Open Container request from March 6 - March 16 at Hancock Park. Lake Catherine Farms will be the licensed and insured vendor providing the alcohol. Off-duty officers are required to be present while alcohol is available. The Police Department sets the requirements for the number of officers required, and is requiring two (2) Clermont PD officers on site during alcohol sales or one (1) Clermont PD officer along with private security, to be approved by Clermont PD, provided by The Spring Games. THE Spring Games will schedule when alcohol is available with the Police Department. THE Spring Games requested a waiver of off duty police officer fees. Staff recommends THE Spring Games pay all costs for any off-duty officers required by the Police Department in compliance with their Open Container request. The fee for an off-duty officer is \$52/hour.	
Additional Analysis	
Fiscal Impact Summary	

Facility Fees - \$11,250
 Porters - \$7,750
 Clermont Girls Fastpitch Banquet - \$1,500
 Total = \$20,500

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	THE Spring Games request letter to Clermont City Council 2024	THE Spring Games request letter to Clermont City Council 2024.pdf	
2.	Spring Games Application 2024	Spring Games Application 2024.pdf	
3.	THE Spring Games Alcohol Request Form 2024	THE Spring Games Alcohol Request Form 2024.pdf	
4.	THE Spring Games Alcohol Boundaries	THE Spring Games Alcohol Boundaries.png	



September 28, 2023

Re: THE Spring Games 2024
City of Clermont – Community Partner Program

Dear City Council Members:

I hope that this letter finds you well and that you enjoyed the 2023 games! My name is J.R. Rozier and I have been with THE Spring Games since 2019 helping run the event in Lake County! 2023's games brought more teams and fans than 2022 to Clermont and Lake County and we have already surpassed our total registrations from last year!

We have already begun coordinating with City staff and the Clermont Girls League on the schedule for 2024. Based on our early predictions it looks like we will be using Hancock Park for two weeks in 2024.

2024 will be THE Spring Games' seventeenth (17th) year in Clermont. This year (2024), we again ask that you consider THE Spring Games as a Community Partner. Consistent with our previous agreements, we intend to recognize the City on all print materials for Division II, Division III, NAIA and JUCO activities, including official merchandise and signage, to promote the City on our website and to travelers as a destination and place to stay, and provide banner space at both Clermont complexes during the event (Legends Way and Hancock).

We are also willing to provide discounted tickets to Clermont residents and plan to continue the Adopt-a-Team program, which supports local youth by connecting them with the collegiate teams who play here. In return, we ask that the City provide the use of Hancock Park (including park rental, field maintenance, security, and janitorial services) at no charge.

As always, and with all requests, "no" is a perfectly acceptable answer and we understand if the City does not see the benefit of THE Spring Games as a Community Partner event for its citizens, its community, and its reputation. In the event you do not wish to partner with THE Spring Games, I humbly ask that you provide the 50% credit for use of Hancock Park (as you did prior to 2018) as a recognition of the economic impact this event has on the community.

I plan to attend the council meeting to answer any questions you may have about the event, this request, and the proposal contained herein. Thanking you in advance for your consideration of this request,

Thank you,

A handwritten signature in black ink, appearing to read "J.R. Rozier". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J.R. Rozier



City of Clermont Parks and Recreation Spring Games Application

If approved, this application will be subject to the use agreement that is attached to this form and to the charges indicated below. Please write legibly, and you will be contacted by City Staff on the outcome of your application.

Date of Application: 10/12/2023_____

Date(s) of Request: 3/4/2024-3/16/2024_____ How many rounds a day: Generally 5_____ End: 8:30_____

(All rounds must start no later than 8:30pm)

Lights Requested: X Yes ☐ No When applicable lights will come on 15 minutes prior, and post schedule requested

Set Up Hours Start: 8:00 AM_____ End: 9:00 AM_____ Breakdown Hours Start: 7:00 PM_____ End: 7:30 PM_____

Please check park(s) being requested

X Hancock ☐ Lake Felter

Number of Fields Requested_____ All 5

Name of Organization/Renter: _____ THE Spring Games, LLC

Check Type of Organization (please attach non-profit exemption if applicable): ☐ Not for Profit ☒ For Profit
Individual ☐ Government ☐

Tax Exempt: Yes ☒ No ☐ If Yes, you must submit your Tax Exempt documentation with the application.

Rental Participants: College Softball Teams Expected Attendance: 250 Daily plus teams # of Vehicles: 100+

Will you have an admission fee: X Yes ☒ No ☐ If yes, how much: \$10-\$20, residents of Clermont are free

Lining, Field Prep needed? X Yes ☒ No ☐ *Field lining fee indicates initial lining; additional lining is available for additional fees upon request. If lining needed, please specify details below.

Lining needed after each game, not necessary for practices.

Other setup (barricades, sign removal, batting cages, etc...):

Barricades needed at the public entrances on Hancock road and by the water treatment facility

Do you intend to set up tents? X Yes ☐ No ☒ If yes, then how big, how many and location/s?

15 X 10 at the front entrance by the parking lot

Vendors (ice, food, merchandise, etc.): We will have a concessionaire and potentially food trucks.

Primary Contact: J.R. Rozier Email: jrozier@thespringgames.com

Cell Phone: 407-756-8138 Other Phone/Fax: 352-988-8175

Address: 2350 Legends Way _____ City: Clermont State: FL _____ Zip: 34711

Secondary Contact: Bob Borak _____ Phone #: _____

Email: bborak@thespringgames.com

Refund Payable To: THE Spring Games, LLC Day Phone: 352-988-8175

Refund Mailing Address: 2350 Legends Way, Clermont, FL 34711

ITEM	RESIDENT/ NON PROFIT	NON RESIDENT
Event Application (Non-refundable)	\$10	\$10
Park Rental Deposit	\$400	\$400
Field Rental		
Per Hour-Without Lights	\$15	\$25
Per Hour-With Lights	\$25	\$35
Clermont PD Officer – Per staff hourly	\$52	\$52
Staff Cost – Per staff hourly	\$35	\$35
Sales Tax		

* Resident is defined by living, owning a business or owning land inside the City limits of Clermont

** Cleaning Fee will be taken out of deposit based on condition of facilities left

Payments and Reservations:

Please see above chart for rental fees. Application must be approved, and costs calculated by City Staff before payment submitted. Rental payment and appropriate insurance and waivers, must be signed by the applicant and approved by the Parks and Recreation Department before a reservation can be guaranteed. **Applications and fees shall be received a minimum of 2 months in advance and a maximum of 12 months in advance.** Please drop off or mail these forms to the City of Clermont Recreation Department located at Clermont Arts and Recreation Center, 3700 Highway 27, Clermont, FL 34711. Please remember your request will not be reserved until all required fees are paid. Payment may be made in the form of cash, card, Money Orders, or Check payable to the **City of Clermont**. Deposits, and refunds will be returned to the listed mailing address labeled "Refund mailing address." The City cannot refund with cash, or card, and will not hold checks. Please allow 2-3 weeks for refunds to be processed.

Hold Harmless/Insurance Agreement:

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the User, its agents, servants, invitees, and guests under this license.

The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by the owner in advance.

CITY OF CLERMONT ATHLETIC FACILITY RULES & REGULATIONS

The guidelines and procedures specified through this document will govern all recreational and competitive organized sports activity use. These guidelines will be administered and enforced by the City of Clermont at athletic sites maintained and operated by the City of Clermont Parks and Recreation Department.

A sound maintenance program is important to ensure athletic facility turf quality. Consideration will be given to the endurance limits of the turf in scheduling the use of the facility. The City of Clermont Parks and Recreation Department programs have first scheduling priority. All fees will be assessed according to the City's approved fee schedule.

Failure to adhere to any of these conditions may result in immediate cancellation of the existing contract/agreement and future use of all City Parks and Recreation facilities.

Any inquiries pertaining to these guidelines or requests for interpretation of application should be sent to the Recreation Director's office for a decision or clarification.

General Rules

- Users are to remain in assigned area(s) and are responsible for supervising all participants in their program as to not interfere with other on-going activities/programs.
- No one is allowed on locked fields. Please see facility staff for access.
- No other fields or courts are available for warm-up. (Soccer, tennis, grass areas). Participants are not permitted to hit balls against the fences for practice and warm-up. All practice hitting is not to be near surrounding buildings, or areas that would interfere with normal operations.
- Parking is permitted ONLY in designated areas; illegally parked cars are subject to being towed.
- Loitering at the facility is prohibited.
- Pre and Post activity storage is not provided unless otherwise agreed upon.
- The City of Clermont is not responsible for items stolen or left on the premises.

- Alcohol is prohibited at athletic facilities unless an alcohol permit is acquired and approved in advance. If alcohol is present, a Clermont Police Officer will be required and paid for by the tournament organizer. The number of officers will be determined by the Clermont Police Department based on the event details.
- An approved alcohol permit will be required for the consumption and sales of alcohol on the athletic parks.
- Concessions stand usage to be arranged with Clermont Girls Softball League. Clermont Girls Softball to have City rental fees waived for end of season party for their consideration.
- Changes to games and schedule at the park will be communicated to the Parks and Recreation Department. Failure to do so may result in additional fees, lining and/or lighting miscommunication.
- The tournament organization is financially responsible for any damages that may occur as a result of the event. The price to repair damages will be taken out of the deposit. If the damage exceeds the deposit amount it will be paid for by the organization hosting the event.

Communication with Recreational Sports Field Users

For the purpose of eliminating confusion and establishing one-on-one direct communication flow between the City of Clermont all communication with the City must be made through the applicant or designee to the City's Recreation Coordinator. If extension, or day of questions about field usage please contact the City of Clermont Park Rangers at 352-874-5590, and/or 352-396-5916.

Insurance

Sports organizations utilizing fields must supply a Certificate of Insurance reflecting minimum coverage of \$1,000,000 Comprehensive General Liability insurance, without deductions, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the sport organization's insurance policy shall not be cancelable without thirty days prior written notice to the City of Clermont.

Law Enforcement in the City of Clermont Parks

All persons entering the facility are subject to the policies set forth by the City of Clermont. The sports organization renting the facility is responsible for the enforcement of those policies. Uniformed law officers of the Clermont Police Department will be called upon to assist in the enforcement of applicable City ordinances.

The City of Clermont may ban any athletic participant or event attendee from admission to the facility for such length of time as the City may deem necessary in order to punish or prevent indecorous or improprieties behavior by such participant or attendee.

Safety

- The City of Clermont, at any time, may cancel, postpone, or delay any game or practice due to inclement weather or any other factors, which might impair the safety of participants or cause damage to the playing areas. The City will contact all sports organizations, if possible, in the event of cancellation. It shall be the responsibility of the user to advise its members of any facility cancellation.
- Sports organizations will take all reasonable precautions for safety. Sports groups will provide reasonable protection to prevent damage, injury, or loss to all persons and property at the facility.
- Sports organizations will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss.

Scheduling

- Usage of facility is only for time and dates indicated in the agreements and facility use contracts. Games are to begin early enough to ensure completion by the end of the rental time. If use runs past allotted time, additional time may be added.
- Full refunds for field rentals not utilized will only be granted if the field user gives a prior 5 business days' cancellation notice to the Recreation Department. Credits towards future usage because of cancellations will not be allowed.
- Extensions for games, practices, playoffs, etc. must be requested immediately and approved by the Recreation Department.

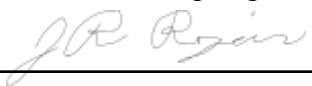
Maintenance

- The City of Clermont will maintain fields for games and practices. At the end of each use, all sports organizations will be responsible for removal of all debris in utilized areas.
- At no time will a sports organization perform any maintenance to a field without verbal agreement with the City of Clermont prior to beginning the task. They may assist City of Clermont employees if requested.
- The Parks and Recreation Department staff will provide field markings as agreed upon between user and City.

I have read the above and understand the conditions. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of User (printed): J.R. Rozier

Group Representing: THE Spring Games, LLC

User Signature: 

Date: 10/12/2023

City of Clermont Employee Signature: _____
(Signature represents receiving of application, it does not represent approval of application)

Date: _____

City of Clermont Recreation Department
3700 Highway 27, Clermont, FL 34711
(352) 394-3500 office, (352) 394-2900 fax
www.ClermontFL.gov



CITY OF CLERMONT Alcohol Request Form

Today's Date: 10/9/2023

Name of Event: THE Spring Games

Date(s) of Event: 3/6/2024-3/16/2024

Location: Hancock Park

Event Start Time: For alcohol 11:00 AM

Event End Time: 5:00 PM

Name of Organization/Applicant: THE Spring Games, J.R. Rozier, Jamie and Dustin Lowe, Lake Catherine's Blueberries

Email: jrozier@thespringgames.com

Day Phone: 352-988-8175

Cell Phone: 407-756-8138

Address: 2350 Legends Way

City: Clermont

ST: FL

Zip: 34711

Briefly Describe Event: College Softball event catering to elderly and middle aged fans

What do you plan on serving (check all that apply):

Beer x

Wine/Champagne x

Other

What is your beverage containment area? The smokehouse between fields 2 and 3.

Outside event, attach diagram

Inside event, list rooms:

Who is your licensed beverage caterer*? Lake Catherine's Blueberries

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

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

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

Applicant Signature

Date 10/10/2023

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

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

GRANTED ALCOHOL BEVERAGES AS AMENDED:

DENIED for the following reason(s):

SIGNATURE TITLE DATE

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



City of Clermont - Alcohol Policy

This policy is to outline the rules and guidelines for any group or individual who is requesting to serve and consume alcohol within any City of Clermont building, park, street, or premises for City approved functions.

Alcohol will only be allowed to be served by an approved licensed and insured organization holding an appropriate State of Florida Alcohol, Beverage and Tobacco License. Examples of those licenses include 13CT catering, or non-profit 1, 2, 3 day permit. Examples of licenses not permitted include 2COP and 4COP licenses. Those using City of Clermont facilities must comply with all City, County and State of Florida laws and ordinances.

An application with the request for permission to serve and consume alcohol must be submitted to the City of Clermont no later than 4 weeks in advance to the requested event. Proof of insurance must accompany this request. The request must include event name and date, name of facility/park/area requested, type of alcohol being served, hours it will be served and a plan for containment.

The City Manager will have the authority to approve or deny all applications requesting permission to serve alcohol in City Buildings or on City premises.

Alcohol Rules and Guidelines

1. Any alcoholic beverage, including beer, wine, or spirits, must be approved by City Council or City Manager prior to date of rental or event. Request requires a minimum of thirty days written notice with all supporting documents approved prior to submission.
2. Alcoholic beverage services must end at least 30 minutes prior to contract end time for all events or 1 hour before building, facility or area event curfew time, whichever comes earlier.

3. The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of Florida. All outside events must have clear plastic cups for consumption.
4. The approved licensed and insured organization shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcohol beverages at the function. The City of Clermont shall be named as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000 aggregate per occurrence. The insurance shall be issued by a company acceptable to the City of Clermont.
5. A Facility Use Agreement will be executed by and between the City of Clermont and the organization or private group which will be binding. Failure to comply with the terms and conditions of the agreement may result in cancellation of the event, closing down the event, or denial of future requests by the requesting party.
6. Host of the event shall be responsible for providing designated drivers or other means if deemed necessary.
7. It is the responsibility of the beverage servers and the event hosts to verify legal drinking ages of all guests and provide wristbands or other ways to determine those persons of legal age.
8. Excess cleaning or maintenance as a result of alcohol use or otherwise will be billed accordingly through withholding the appropriate deposit and/or filing a claim as covered by the purchased insurance policy.
9. Renter is responsible for managing the safety and conduct of their guests; minors under the influence and rowdy guests may result in Police involvement.
10. No storing of alcohol is allowed prior to the permitted event and all alcohol must be cleared off the premise and taken away from the building, facility, or event area at the conclusion of the event.
11. Additional staff such as police, medical or other staff may be required at renters cost.
12. No alcohol will be allowed during youth specific events such as youth birthday parties, sweet 16, quinceanera, etc.

Failure to comply with all aspects of the alcohol policy can result in Police action and the full loss of the rental deposit.



Clermont City-Sewage

Hancock Park

City of Clermont
Environmental Services